

BID FORMS AND SPECIFICATIONS
FOR THE
REMOVAL OF FIRE DAMAGE DEBRIS PILE
ORIGINATING FROM A RESIDENTIAL STRUCTURE
CONTAINING ASBESTOS
532 COLUMBUS AVENUE (79.19-1-21)

CITY OF DUNKIRK DEPARTMENT HOUSING, BUILDING AND ZONING



[BIDS DUE: September 5th, 2023 10:00 A.M. EST](#)

Dunkirk City Clerk's Office
City Hall, 342 Central Avenue, Dunkirk, New York 14048

INCLUDED IN THIS PACKAGE

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SHOULD ANY OF THE ABOVE DOCUMENTS OR PAGES BE OMITTED, PLEASE CONTACT THE HOUSING, ZONING AND BUILDING OFFICE 716-366-9858 FOR INFORMATION.

NOTICE TO BIDDERS

Sealed bids will be received at the office of the City Clerk, City Hall, Dunkirk, New York no later than **10:00 A.M. EST September 5, 2023**, and publicly opened at that time for the REMOVAL OF FIRE DAMAGE DEBRIS PILE, REMOVAL OF FOUNDATION AND LAND RESTORATION of the following RESIDENTIAL STRUCTURE:

532 COLUMBUS AVENUE (79.19-1-21)

Bids will be used by the City of Dunkirk, New York in accordance with specifications to be procured from the Housing, Building, Zoning Office, City Hall, 342 Central Avenue, Dunkirk, New York 14048. Specifications and other contract documents may be obtained or examined at the Housing, Building, Zoning Office City Hall, 342 Central Avenue, Dunkirk, New York 14048. Or available on-line at www.cityofdunkirk.com.

The City reserves the right to waive any informality, accept the bid deemed most favorable to the City or to reject any or all bids.

Each bidder must deposit with his bid a bid bond or certified check in an amount as outlined in the "Instruction to Bidders".

Adv. August 21, 22, 23

Edwin Ramos
City Clerk

INSTRUCTIONS TO BIDDERS

1. Sealed bids shall be addressed in care of the City Clerk, 342 Central Avenue, City Hall, Dunkirk, New York 14048 with the following statement on the outside of the sealed envelope: **"BID FOR FIRE DAMAGE DEBRIS PILE REMOVAL, 532 COLUMBUS AVE. DUE 9/5/23 AT 10:00 AM"**.
2. Bids shall be submitted on the Proposal Sheet provided with these specifications. Total cost shall include demolition of the primary structure and any accessory structures.
3. Non-Collusive Certificate must be completed, signed, and returned with the Proposal Sheet.
4. Vendor Responsibility Questionnaire must be completed, signed, and returned with the Proposal Sheet.
5. Unless otherwise provided, all bids shall be submitted on the forms provided. Unsolicited bids not conforming to the specifications or forms shall not be considered.
6. The City of Dunkirk reserves the right to accept or reject any and all bids and award the contract to the bidder deemed most favorable to the City. The City of Dunkirk shall be the sole judge of all equivalencies.
7. Cost of the demolition shall conform to the specification documents provided.
8. If there are any questions concerning these specifications, please contact the Housing, Building and Zoning Office, City Hall, Central Avenue, Dunkirk, NY 14048, or telephone (716) 366-9858.
9. Each proposal must be accompanied by a certified check or bid bond in the amount of five percent (5%) of the bid for those items bid upon. Such certified check or bid bond is to be made payable to the City Clerk of the City of Dunkirk, NY and is to be held as a guarantee that in the event the bid is accepted and a contract awarded to the bidder, the contract will be duly executed and its performance properly secured. In default thereof, said guarantee will be forfeited to the City of Dunkirk as liquidated damages.
10. The successful Bidder shall be required to execute a City "AGREEMENT FOR SERVICES/MATERIALS" contract upon City acceptance, a copy of which is provided herein. The bidder shall conform to the "ADDITIONAL TERMS AND CONDITIONS" contained on the Agreement form.
11. The successful Bidder, upon City acceptance, shall provide the City Attorney insurance as required. The City's "STANDARD INSURANCE CERTIFICATE" is provided herein. The standard form shall be filled out by the insurer and be submitted to the City Attorney for approval. For this bid, Vendor Classification "A" shall apply.
12. Iran Divestment Act - 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

ADDITIONAL INFORMATION

1. The work performed herein is in furtherance of the City's participation with the Community Development Block Grant involving, in whole or in part, funding received by and through the State of New York Office of the Attorney General ("OAG") and the OAG's Community Revitalization initiatives and also Chautauqua County Land Bank. All work and required reporting shall be undertaken in conformance with such program and all requirements contained in the agreement by and between Community Development Block Grant, Chautauqua County Land Bank and this City, including any and all attachments, exhibits and appendices, which are specifically incorporated herein by referenced. A copy is available through the City's Housing, Building and Zoning Officer.
2. Under New York State Labor Law, contractors and subcontractors must pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract. Employers must pay the prevailing wage rate set for the locality where the work is performed. Prevailing wage is the pay rate set by law for work on public work projects. Contractor shall comply with all requirements as set forth in the Prevailing Wage Schedule for the Prevailing Rate Case Number (PRC) provided. Contractor must also provide the projected start date and completion date for the state's PW-16 form that must be submitted by the city of Dunkirk to the New York State Department of Labor. The contractor also agrees to supply certified payroll documents for all employees to the City of Dunkirk by U.S. mail upon completion of the contracted work, to assure state prevailing wage regulations comply. Documentation must be provided prior to final payment of invoices submitted.
3. All work shall be performed in strict conformance with applicable federal, state, and local rules, laws, and regulations.
4. Bid price shall be good for one (1) calendar year commencing on the date of the bid of the bid year.
5. Successful bidders are required to provide a qualified representative to provide on-site progress to the Housing, Building and Zoning Officer.
6. The Housing, Zoning and Building Inspector shall be notified of the beginning and the completion of the demolition of each structure.
7. A demolition permit application shall be completed in full and submitted to the Housing, Building and Zoning Office no sooner than three days prior to scheduled demolition.

CITY OF DUNKIRK HOUSING, BUILDING AND ZONING OFFICE
OFFICIAL BID FORM

Fire Damage Debris Pile Removal of 532 Columbus Avenue

This is to certify that I have read the attached bidding documents completely, have inspected the site and that the work to be furnished will meet or exceed the attached specifications.

532 Columbus Avenue

\$_____.

TOTAL COST DEBRIS REMOVAL _____

\$_____.

BID DEPOSITS: *Computation of Bid Deposits shall be 5% of the total of the Estimated Total Cost column for those items thereon.*

COMPANY NAME _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

EMAIL: _____

TELEPHONE NO.: _____

FAX NO.: _____

DATE: _____

NON-COLLUSIVE 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 the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to 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.

Name of Corporation

By: _____

Title

Partnership

By: _____

Partner

Individual

Signature

Date: _____

LEGAL STATUS INFORMATION

To facilitate correct drawing and execution of the contract, bidder shall supply full information concerning legal status:

FIRM NAME: _____

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Telephone (____) _____ Fax (____) _____

LOCAL OFFICE (if any):

Street _____

City, State, Zip _____

Telephone (____) _____ Fax (____) _____

CONTRACT TO BE SENT TO: Principal Office Local Office

CHECK ONE: Corporation Partnership Individual

(Incorporated under the Laws of the State of _____)

(If foreign corporation, state if authorized to do business in the State of New York: Yes No
Not Applicable)

TRADE NAMES: _____

NAMES AND ADDRESSES OF PARTNERS:

NAME, TITLE AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF THE BIDDER:

Name: _____

Title: _____

Address: _____

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		Telephone ext.		Fax
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.		Fax
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS			
1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:			
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)	Date of Incorporation		
b) <input type="checkbox"/> <u>Limited Liability Company</u> (<u>LLC</u> or <u>PLLC</u>)	Date Organized		
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration		
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established		
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)	
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?		
g) <input type="checkbox"/> Other	Date Established		
If Other, explain:			
1.1 Was the <u>Business Entity</u> formed in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:			
<input type="checkbox"/> United States	State		
<input type="checkbox"/> Other	Country		

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Legal Business Entity</u> publicly traded?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .	<input type="checkbox"/> Yes <input type="checkbox"/> No		
1.5 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes," check all that apply:			
<input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE)			
<input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE)			
<input type="checkbox"/> <u>New York State Small Business</u>			
<input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i>			
<u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? (<i>Attach additional pages if necessary.</i>)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name (<i>Include middle initial</i>)	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? (<i>Attach additional pages if necessary.</i>)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable (<i>enter N/A, if not applicable</i>):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name (<i>Include middle initial</i>)	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? (<i>Attach additional pages if necessary.</i>)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

III. CONTRACT HISTORY	
3.0 Has the <u>Business Entity</u> completed any <u>construction</u> contracts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," list the ten most recent <u>construction</u> contracts the <u>Business Entity</u> has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc. If less than ten, include most recent subcontracts on projects up to that number.</i>	
3.1 Does the <u>Business Entity</u> currently have uncompleted <u>construction</u> contracts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," list all current uncompleted <u>construction</u> contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc. Note: Ongoing projects must be included.</i>	

IV. INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the <u>Business Entity</u>, an affiliate, or any predecessor company or entity:</i>	
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Had any bid rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a proposed subcontract rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Had a low bid rejected on a <u>government contract</u> for failure to make <u>good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.6 Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

V. INTEGRITY – CONTRACT AWARD	
<i>Within the past five (5) years, has the <u>Business Entity</u>, an affiliate, or any predecessor company or entity:</i>	
5.0 Defaulted on or been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Had its surety called upon to complete any contract whether government or private sector?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.4 Forfeited all or part of a standby letter of credit in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| 6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| 7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.1 Been the subject of:
(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or
(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No

<input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.4 Had a New York State Labor Law violation deemed willful? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: <ul style="list-style-type: none"> • <u>Federal</u>, state or local health laws, rules or regulations; • <u>Federal</u>, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u>, state or local human rights laws; • <u>Federal</u>, state or local security laws? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 <u>Suspended</u> , <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 The subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: <ul style="list-style-type: none"> (i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project		b. Aggregate (All Projects)
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls . (This information must be attached.)		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).
Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.

Yes No

If "Yes," indicate the question number(s) and explain the basis for the claim.

**SCOPE OF WORK
FOR THE CONTROLLED DEMOLITION OF
532 COLUMBUS AVENUE (79.19-1-21)
CITY OF DUNKIRK, NEW YORK**

I. GENERAL:

The Contractor for the work herein shall be held to have read all the conditions of this contract, and he will be bound by all the conditions and requirements herein.

2. SCOPE OF WORK:

(a) The Contractor shall furnish all labor, materials, tools, and equipment necessary to perform the demolition debris removal work indicated herein.

(b) The Contractor shall perform the following, in connection with this contract:

- * Fire damage debris removal originating from of the structure(s) at:
532 COLUMBUS AVENUE (79.19-1-21)
- * Entire removal of existing foundations, foundation walls and basement floor, if any, including accessory private sidewalks, driveways, fences, certain vegetation as required.
- * Protection of existing adjacent structures and property.
- * Protection of existing trees, public sidewalks, signs, utilities and other items that are to remain as required.
- * Obtaining all required permits and paying of all fees.
- * Disconnecting, capping, and sealing of existing sanitary service in accordance with instructions from the City's Plumbing Inspector at (716) 366-9835.
- * Backfilling, compacting and seeding of basement areas, etc.
- * Notifying all utilities prior to demolition to disconnect services before demolition.

3. DEMOLITION:

The structure was demolished in place as an emergency. The remaining debris shall be removed as asbestos containing materials. The Contractor shall be licensed to handle asbestos containing materials, apply for applicable variance and permit from the State of New York Department of Labor. Contractor shall comply with the State of New York Department of Labor Code Rule 56 (12NYCRR Part 56).

- (a) Removal shall be conducted in a timely manner and shall be completed within 30 days of the Contractor's Notice to Proceed.
- (b) All demolished materials become the property of the Contractor, unless otherwise indicated and shall be promptly removed from the site.
- (c) The Contractor shall remove all equipment, machinery, trade or other fixtures remaining in the building.
- (d) All damage incurred in the demolition operation to structures, walks, paving, or other property to remain shall be the responsibility of the Contractor; he shall pay all costs resulting from such damage.
- (e) The removal shall be conducted in strict accordance with all laws, ordinances and codes having jurisdiction.
- (f) The Contractor shall, before starting demolition, disconnect or cause to be disconnected, all sewer services under the direction of the City of Dunkirk Department of Public Works. The Contractor shall pay all charges in connection with sewer disconnection. The water service will be disconnected by the City.
- (g) During removal operations, the Contractor shall keep the work wetted down to prevent dust and dirt rising. The Contractor shall arrange to obtain water.
- (h) The contractor shall, before starting demolition, cause to be disconnected, all utilities services. The contractor shall pay all charges in connection with the utility's disconnection this includes, but it not limited to, electric, gas, cable television, telephone, etc.

4. **MAINTAINING TRAFFIC:**

- (a) The Contractor will not close or obstruct streets or store materials on sidewalks, alleys, passageways or rights-of-way, unless authorized by the Director of Public Works or his designee.
- (b) The Contractor will conduct his operations with a minimum interference with roads, streets, driveways, alleys, sidewalks, and other means of ingress and egress.
- (c) The Contractor shall provide, erect, and maintain lights, barriers, and other items as may be required

to maintain traffic, or as required by local ordinance.

5. PROTECTION OF PROPERTY:

- (a) The Contractor shall protect adjacent property against damages which might occur from falling debris or other cause.
- (b) Where applicable, the Contractor shall take precaution to guard against movement, or settlement of adjacent buildings. The Contractor shall provide and place bracing and shoring as required. If at any time the safety of adjacent structures appears to be endangered, the Contractor shall cease operations and notify the Building Inspector.
- (c) If additional shoring or bracing is required, it shall be furnished without additional cost by the Contractor.
- (d) The Contractor shall maintain access to, and from, adjacent properties as required.

6. SALVAGE OR DISPOSAL:

The Contractor shall be entitled to all materials, except as specifically tagged and marked to be removed by the City, from the building to be demolished; but all piping, conduits, cables and other equipment belonging to public service companies shall not become the property of the Contractor, unless abandoned by the various companies owning or controlling the same.

8. BACKFILLING OPERATIONS (To Be Inspected and Approved):

- (a) Upon removal of all debris, foundation walls, floors etc., on-site approved materials, soil and/or gravel backfill as approved by the City shall be placed and compacted to finish grade.
- (b) The final one foot (1') below finish grade shall be gravel as specified. Contractor shall furnish additional gravel material should adequate on-site approved material not be available.
- (c) Contractor shall cover entire site with a minimum 2" of approved topsoil. Site shall be seeded and mulched with an "anchored" type mulch. Contractor shall be responsible for watering until turf is established.
- (d) Final site grading shall be as directed by the City.

9. UTILITIES REQUIRED DURING CONTRACT:

All utilities and services necessary for the completion of the work shall be

installed by, or for the Contractor, at his expense, and shall be removed when no longer required.

10. PRIVATE PROPERTY:

The Contractor shall not enter upon private property for any purpose without obtaining written permission, and shall be responsible for the preservation of all public property, trees, monuments, and other items along, and adjacent to, the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall take suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks, until an authorized agent has witnessed, or otherwise referenced, their location and shall not remove them until directed.

11. REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES:

At the termination of this contract, before acceptance of the work by the City, the Contractor shall remove all equipment, tools, and supplies from the property. Should the Contractor fail to remove such equipment, tools and supplies, the City shall have the right to remove same and charge the Contractor for storage.

13. PUMPING AND DRAINAGE

The Contractor shall provide and maintain all pumps, hose, strainers, connections, and other equipment necessary to continually remove water of any kind or source from pits, tunnels, or other locations where work in this contract is to be done. Contaminated water not suitable for disposal to storm water systems may be disposed of via sanitary sewers upon authorization from the Director of Public Works or his designee.

14. ADJOINING PROPERTY

- (a) The Contractor shall be fully responsible for all damage or injury to property outside of the project limits caused by his work.
- (b) The City shall be relieved of all responsibility from any and all claims due to such injury or damage, and the Contractor shall defend any action or law or equity brought by reason thereof.

15. RUBBISH DISPOSAL

The Contractor shall be responsible for the disposal of all rubbish generated.

16. LIFTING DEVICES AND HOISTING FACILITIES

- (a) The Contractor shall provide hoists and other lifting devices necessary for the execution of this contract, including all operating personnel as required.
- (b) Equipment shall be provided by the Contractor with proper guys, bracing

and other safety devices as required by Federal, State and Local codes.

17. BARRICADES AND SIGNS

The Contractor shall provide an adequate snow/barrier fence and signs and take all necessary precautions for the protection of the work and safety of the public.

18. INSURANCE

The Contractor shall provide the insurance set forth on the attached City of Dunkirk Standards Insurance Certificate which is annexed hereto and made part hereof, as Appendix A, together with such other insurance, including, but not limited to, Workers' Compensation Insurance, as the Contractor deems necessary for this demolition project, or as required by law or statute.

- 19.** Use the New York State prevailing hourly wage rates and the prevailing hourly supplements for the project as per New York State Department of Labor requirements.
- 20.** New York State Department of Labor wage rates shall apply under this contract. Contractors are required to submit certified payrolls for all work under this contract. A copy of the WH-347 Certified Payroll Report is available online from <https://www.dol.gov/whd/forms/wh347.pdf>, the form may also be obtained from the Housing, Building and Zoning Office. Contractors may opt to utilize existing payroll reports provided they provide all information as outlined on the WH-347 Certified Payroll Report. Contractors are advised that, in accordance with NYS requirements, employee interviews will be made for some or all job classifications.
- 21.** Performance of the covenants of this contract by the Contractor shall be to the satisfaction of the Building Inspector.
- 22.** Contractor shall hold City harmless from all claims arising out of the operations hereunder.
- 23.** It is mutually agreed that Contractor is an independent contractor and not an employee, agent, or servant of the City.

ADDITIONAL TERMS AND CONDITIONS

- 1. Payment.** Payment shall be made upon submission by Vendor to City of a properly executed and itemized City claim voucher in form and content approved by the City Department Head or the Department Head's authorized subordinate, and accompanied by such fiscal records and documentation as may be reasonably requested.
- 2. Termination.** This Agreement can be terminated immediately in the event Vendor fails to comply with sections 4, 5, 6, and 8 hereof.
- 3. Guarantee.** The Vendor shall fully guarantee the quality and workmanship of the services or goods provided and shall represent and warrant that such goods or services meet or exceed all applicable industry standards.
- 4. Insurance.** The Vendor shall secure and maintain in full force and effect liability and casualty insurance of at least \$1 million or such other liability coverage as accepted by the City Law Department. Unless City otherwise agrees in writing, the City shall be named as additional insured for purposes of coverage but not for payment of premium. Vendor shall file a copy of its certificate of insurance with the City Clerk prior to performing this Agreement or receiving any payment thereunder. All certificates of insurance shall provide that the City be given at least thirty (30) days advance written notice of any intent to cancel coverage.
- 5. Statutory Compliance.** The Vendor shall perform in accordance with all federal, state, and local laws, rules, and regulations, including without limitation any applicable provisions of Article 8 of the Labor Law of the State of New York. All statutory provisions applicable to this Agreement are hereby incorporated by reference. Vendor shall provide at their expense all permits or licenses for the performance of this Agreement and shall be solely responsible for paying any fines or penalties incurred as a result of any improper services.
- 6. Non-discrimination.** The Vendor will not discriminate or permit discrimination against any individual or group on the grounds of age, race, creed, color, national origin, sex, religion, disability, or marital status.
- 7. Records.** The Vendor shall prepare and maintain in an orderly manner all relevant records and documents relating to the goods or services provided hereunder. All books and records of the Vendor shall be available upon request for inspection and/or audit by the City during the term hereof and for a period of three (3) years thereafter.
- 8. Assignment.** The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any right, title, or interest therein, or the power to execute this Agreement, without the prior written consent of the City.
- 9. Amendments.** No waiver, modification or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by both parties. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.
- 10. Force Majeure.** Except as otherwise expressly set forth in this Agreement, in the event either party hereto shall be delayed or hindered in, or prevented from, the performance of any act (other than the payment of money) required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement (all of such reasons or causes referred to in this Agreement as "force majeure"), then performance of such acts shall be excused for the period of the delay, and the period within which the performance of such act may be required hereunder shall be extended by a period equal to the period of such delay.

11. Entire Agreement. This Agreement, including all documents regarding the City's participation with the Chautauqua County Land Bank Corporation and the Office of the Attorney General's Community Revitalization initiatives, including any attachments, exhibits and addenda, contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties relating to the services provided hereunder. Any other statements or representations made by either party are void and have no force or effect.

12. Iran Divestment Act. 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

Bidders Initials _____