

**BID FORMS AND SPECIFICATIONS
FOR THE
ASBESTOS ABATEMENT OF ONE RESIDENTIAL
STRUCTURE**

532 Columbus Avenue (79.19-1-21)

CITY OF DUNKIRK DEPARTMENT HOUSING, ZONING AND BUILDING



BIDS DUE: March 14, 2023, 10:00A.M. EST

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

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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
ASBESTOS ABATEMENT

Sealed bids will be received in the City Clerk's Office located at 342 Central Avenue, Dunkirk NY 14048 until 10:00 A.M. on Tuesday, March 14, 2023, for asbestos abatement at 532 Columbus Avenue (79.19-1-21), Dunkirk New York as part of the City's partnership with the Chautauqua County Land Bank Corporation and Community Development Block Grant (CDBG) funding.

Forms and specifications for the work may be obtained at the City of Dunkirk Housing, Building and Zoning Office, 342 Central Avenue, Dunkirk, New York 14048. Documents are also available on-line at www.cityofdunkirk.com

This contract is subject to the higher of the New York Department of Labor and Federal Davis-Bacon Prevailing Wage Rate determinations.

The City of Dunkirk encourages New York State certified Minority and Women's Business Enterprises to submit proposals on this project. The City of Dunkirk is an Equal Employment Opportunity employer.

The City of Dunkirk reserves the right to reject any or all proposals, to accept or reject any part of any proposal, and to waive any irregularities in connection therewith.

CITY OF DUNKIRK

Edwin Ramos
City Clerk

ADVERTISED: March 1, 2 and 3, 2023

INSTRUCTIONS TO BIDDERS

1. Sealed bid shall be addressed in care of the City Clerk, 342 Central Avenue, City Hall, Dunkirk, New York 14048 with the item or items bid upon so stated on the outside of the sealed envelope. **PLEASE, ONLY ENCLOSE THE FOLLOWING IN THE SEALED ENVELOPE: OFFICIAL BID FORM, NON-COLLUSIVE FORM, LEGAL STATUS INFORMATION, VENDOR RESPONSIBILITY QUESTIONNAIRE AND BOND DOCUMENTS.**
2. Bids shall be submitted on the Proposal Sheet provided with these specifications.
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. Total cost for asbestos abatement of the structure shall be submitted.
8. Cost of the asbestos abatement shall conform to the specification documents provided.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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 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 this 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 are in compliance. 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. Completion of this project shall be done no later than 90 days after execution of agreement of services, subject to *force majeure* conditions, issues and/or incidents.

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

Asbestos Abatement of ONE Residential Structure

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

\$_____.00

**TOTAL COST ASBESTOS ABATEMENT
OF ONE STRUCTURE**

\$_____.00

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.: _____

CELL PHONE 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> (LLC or PLLC)	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>			<input type="checkbox"/> Not Required
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>			<input type="checkbox"/> N/A
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 Business Entity completed any construction contracts? ☐ Yes ☐ No

If "Yes," list the ten most recent construction contracts the Business Entity 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.

3.1 Does the Business Entity currently have uncompleted construction contracts? ☐ Yes ☐ No

If "Yes," list all current uncompleted construction 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.

IV. INTEGRITY – CONTRACT BIDDING

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

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? ☐ Yes ☐ No

4.1 Been subject to a denial or revocation of a government prequalification? ☐ Yes ☐ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? ☐ Yes ☐ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? ☐ Yes ☐ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? ☐ Yes ☐ 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, 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.

V. INTEGRITY – CONTRACT AWARD

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

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? ☐ Yes ☐ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract? ☐ Yes ☐ No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity? ☐ Yes ☐ No

5.3 Had its surety called upon to complete any contract whether government or private sector? ☐ Yes ☐ No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract? ☐ Yes ☐ 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:

<p>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:</p> <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:

<p>8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.1 <u>Suspended</u>, <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>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?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</p> <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).

☐ Yes ☐ No

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.

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



ASBESTOS SAMPLING

Location:

Residential-Vacant
532 Columbus
Dunkirk NY

Conditions as of February 2023

Prepared For:

CHRIC

Prepared by:

Advance Contracting Services
PO Box 986
Grand Island NY 14072
advancedcss1976@gmail.com

NYSDOL Asbestos License # 115026



Advanced Contracting Services, was retained to perform asbestos sampling.

The purpose of the sampling was to determine the presence, location and quantity of ACM (asbestos containing materials), at the above referenced location. As defined by the property owners specific scope of work for the project. This survey includes the following:

- Identification of suspect asbestos containing materials.
- Sampling and analysis of suspect materials.
- Identification of the location, approximate quantity, friability of confirmed asbestos containing materials.

ASBESTOS CONTAINING MATERIALS (ACM)

Polarized Light Microscopy (PLM) and, where required, Transmission Electron Microscopy (TEM) revealed asbestos in the following analyzed samples

Homogeneous Material	Approximate Quantity and Location of ACM		Friability	Asbestos
Drywall			No	No
Drywall			No	No
Drywall			No	No
Floor			No	No
Floor			No	No
Roof			No	No
Roof			No	No
Siding-Bottom			No	No
Siding-Top	2000sf	Black Exterior Siding	No	Yes

GENERAL CONDITIONS OF INSPECTION

Any reported quantities found in this report, if applicable, are field approximations of materials in accessible areas only and should be field verified prior to abatement. This report is not designed to serve as a specification for abatement. Please, find enclosed the laboratory analytical results and chain of custody documentation.

Any included laboratory results, if applicable, are submitted pursuant to ACS Services current terms and conditions of sale, including the company's standard warrant and limitation of liability provisions. No responsibility or liability is assumed for the manner in which the results are used or interpreted.

PO Box 986 Grand Island NY 14072 (716) 480-2125 advancedcss1976@gmail.com



ACS, Inc.

This report is based on the condition and contents present at the above referenced location at the time of inspection.

New York State - Department of Labor
Division of Labor Standards
Licensing and Certification Unit
State Center Building 12
Albany, NY 12242

ASBESTOS HANDLING LICENSE

Heather Perry aka Asbestos Contracting Services and
Bunich
133 Bunich
West Seneca, NY 14220

FILE NUMBER: 18-110028
LICENSE NUMBER: 110008
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 04/15/2022
EXPIRATION DATE: 04/30/2023

Only Authorized Representative - Heather Perry:

The licensee has been issued in accordance with applicable provisions of Article 87 of the Labor Law of the State of New York, and of the New York State Code, Rules and Regulations (21 NYCRR Part 85). It is a subject to suspension or revocation for a.) within violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) decapitated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and the licensee or a photocopy must be properly displayed at the asbestos project website. This license is valid for all persons employed by the licensee on an asbestos project in New York State has been given an adequate condition, appropriate to the type of work they perform, by the New York State Department of Labor.

AMY PHILLIPS, Director
For the Commissioner of Labor

NY-428 (6/12)

NEW YORK STATE DEPARTMENT OF HEALTH
RADSWORTH CENTER

Expires 12:01 AM April 01, 2023
Issued: April 01, 2022

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE
Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. AMY L. DEMBSKI
PARADIGM ENVIRONMENTAL SERVICES
1430-B MILLERSPORT HIGHWAY
WILLIAMSVILLE, NY 14221

NY Lab-AJ-NI-11955

It is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analysis are listed below.

Miscellaneous

Asbestos in Friction Material	Item 156.1 of Manual
	EPA 823/MAS2/025
Asbestos in Non-Friction Material (F.M.)	Item 156.2 of Manual (ACB by PLM)
Asbestos in Non-Friction Material-TSM	Item 156.4 of Manual

Serial No.: 64879

Property of the New York State Department of Health. Certificates are valid only at the address shown. No fee charge for this service. All are printed on demand. Consumer Satisfaction depends on successful ongoing participation in the program. Consumers are urged to call (516) 455-6575 for the laboratory's accreditation status.

Page 1 of 1



PO Box 986 Grand Island NY 14072 (716) 480-2125 advancedcss1976@gmail.com



AmeriSci Richmond
13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TEL: 8047631200 FAX: 8047631800

February 16, 2023

ACS, Inc.
Attn: Raj Chopra
2491 Grand Island Boulevard Unit #5
Grand Island, NY 14072

RE: ACS, Inc.
Job Number 123021609
P.O. #532 Columbus
532 Columbus; Dunkirk

Dear Raj Chopra:

Enclosed are the results of Asbestos Analysis - Bulk Protocol of the following ACS, Inc. samples, received at AmeriSci on Tuesday, February 14, 2023, for a 48 hour turnaround:

1, 2, 3, 4, 5, 6, 7, 8, 9

The 9 samples, placed in zip lock bag, were shipped to AmeriSci via Fed Ex 8170 2011 3171 B 1020. ACS, Inc. requested ELAP PLM/TEM analysis of these samples.

The results of the analyses which were performed under NYSDOH ELAP Lab Certification # 10984 following ELAP 198.4 TEM guidelines are presented within the Summary Table of this report. The presence of matrix reduction data in the Summary Table normally indicates an NOB sample. For NOB samples the individual matrix reduction and TEM analysis results are listed in Table I. Complete PLM results for individual samples analyzed by ELAP 198.1 (friable) and ELAP 198.6 (NOB) are presented in the PLM Bulk Asbestos Report. This combined report relates ONLY to sample analysis expressed as percent composition by weight and percent asbestos. This report must not be used to claim product endorsement or approval by these laboratories, NVLAP, ELAP or any other associated agency. The National Institute of Standards and Technology accreditation requirements, mandate that this report must not be reproduced, except in full without the written approval of the laboratory. This report may contain specific data not covered by NVLAP or ELAP accreditations respectively, if so identified in relevant footnotes.

AmeriSci appreciates this opportunity to serve your organization. Please contact us for any further assistance or with any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "Cory M. Parnell". The signature is stylized, with a large, looped "C" and a distinct "P".

Cory M. Parnell
Laboratory Director | Authorized Signatory

Boston - Los Angeles - New York - Richmond

**AmeriSci Richmond**

13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TEL: (804) 763-1200 • FAX: (804) 763-1800

PLM Bulk Asbestos Report

ACS, Inc.
Attn: Raj Chopra
2491 Grand Island Boulevard Unit #5
Grand Island, NY 14072

Date Received 02/14/23
Date Examined 02/16/23
ELAP # 10984
RE: 532 Columbus; Dunkirk

AmeriSci Job # 123021609
P.O. #
Page 1 **of** 3

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
1 Location: Drywall	123021609-01.1	No	NAD (by NYS ELAP 198.1) by William M. Dunstan on 02/16/23
Analyst Description: White/Brown, Heterogeneous, Non-Fibrous, Drywall Asbestos Types: Other Material: Cellulose 3.0%, Non-fibrous 97%			
1 Location: Drywall	123021609-01.2	No	NAD (by NYS ELAP 198.1) by William M. Dunstan on 02/16/23
Analyst Description: White, Heterogeneous, Non-Fibrous, Joint Compound Asbestos Types: Other Material: Non-fibrous 100%			
2 Location: Drywall	123021609-02.1	No	NAD (by NYS ELAP 198.1) by William M. Dunstan on 02/16/23
Analyst Description: White/Brown, Heterogeneous, Non-Fibrous, Drywall Asbestos Types: Other Material: Cellulose 3.0%, Non-fibrous 97%			
2 Location: Drywall	123021609-02.2	No	NAD (by NYS ELAP 198.1) by William M. Dunstan on 02/16/23
Analyst Description: White, Heterogeneous, Non-Fibrous, Joint Compound Asbestos Types: Other Material: Non-fibrous 100%			
3 Location: Drywall	123021609-03	No	NAD (by NYS ELAP 198.1) by William M. Dunstan on 02/16/23
Analyst Description: White/Brown, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 3.0%, Non-fibrous 97%			

See Reporting notes on last page

PLM Bulk Asbestos Report

532 Columbus; Dunkirk

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
4 Location: Floor	123021609-04	No	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 02/16/23
Analyst Description: White, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 3.3%			
Comment: Heat Sensitive (organic): 61.4%; Acid Soluble (inorganic): 35.3%; Inert (Non-asbestos): 3.3%			
5 Location: Floor	123021609-05	No	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 02/16/23
Analyst Description: White, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 2.5%			
Comment: Heat Sensitive (organic): 61.4%; Acid Soluble (inorganic): 36.1%; Inert (Non-asbestos): 2.5%			
6 Location: Roof	123021609-06	No	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 02/16/23
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 27%			
Comment: Heat Sensitive (organic): 68.9%; Acid Soluble (inorganic): 3.3%; Inert (Non-asbestos): 27.8%			
7 Location: Roof	123021609-07	No	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 02/16/23
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 20%			
Comment: Heat Sensitive (organic): 78.1%; Acid Soluble (inorganic): 1.4%; Inert (Non-asbestos): 20.5%			
8 Location: Siding	123021609-08	Yes	19% (by NYS ELAP 198.1) by William M. Dunstan on 02/16/23
Analyst Description: Gray, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types: Chrysotile 19%			
Other Material: Non-fibrous 81%			

See Reporting notes on last page

PLM Bulk Asbestos Report

532 Columbus; Dunkirk

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
9 Location: Siding	123021609-09	No	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 02/16/23
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 38%			
Comment: Heat Sensitive (organic): 61.3%; Inert (Non-asbestos): 38.7%			

Reporting Notes:

Analyzed by: William M. Dunstan
Date: 2/16/2023



Reviewed by: Cory M. Parnell



*NAD = no asbestos detected, Detection Limit <1%, Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; "Present" or NVA = "No Visible Asbestos" are observations made during a qualitative analysis; NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 microscope, Serial #233533, by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) and ELAP PLM Analysis Protocol 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NYSDOH ELAP Lab # 10984); CA ELAP Lab # 2508; Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested.

Client Name: ACS, Inc.

532 Columbus: Dunkirk

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** As
01.1	1		----	----	----	----	
Location: Drywall							
01.2	1		----	----	----	----	
Location: Drywall							
02.1	2		----	----	----	----	
Location: Drywall							
02.2	2		----	----	----	----	
Location: Drywall							
03	3		----	----	----	----	
Location: Drywall							
04	4		0.231	61.4	35.3	3.2	
Location: Floor							
05	5		0.253	61.4	36.1	2.5	
Location: Floor							
06	6		0.357	68.9	3.3	27.8	
Location: Roof							
07	7		0.307	78.1	1.4	20.5	
Location: Roof							
08	8		----	----	----	----	Cl
Location: Siding							
09	9		0.281	61.3	0.0	38.7	
Location: Siding							

Reviewed by: Cory M. Parnell

Semi-Quantitative Analysis: NAD = no asbestos detected; NA = not analyzed; NA/PS = not analyzed due to positive stop; Trace = <1%; PLM analysis by EPA 600/R-101904-0 or NY ELAP 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 6 TEM prep by EPA 600/R-93/116 Section 2.3 (analysis by Section 2.5, not covered by NVLAP Bulk accreditation); or NY ELAP 198.4 for New York NOB samples (NY EL, JEM-100CX II microscope, Serial #156147-247. ** Warning Notes: Consider PLM fiber diameter limitation, only TEM will resolve fibers <0.25 micrometers in diameter the fine grained matrix material and may not be representative of non-uniformly dispersed debris, soils or other heterogeneous materials for which a combination P Quantitation for beginning weights of <0.1 grams should be considered as qualitative only.



ACS

PO Box 986 Grand Island NY 14072
(716) 480-2125 advancedcss1976@gmail.com

123021609

ASBESTOS ANALYSIS REQUEST AND CHAIN OF CUSTODY

532 Columbus
Location Dunkirk
24hr 4:30hr 72hr 5day

Sample #	Material Description	Quantity	Location	Lab Use
1	Dry wall			
2	Dry wall			
3	Dry wall			
4	Floor			
5	Floor			
6	Roof			
7	Roof			
8	Siding	Zone 1 f		
9	Siding			
10				
11				
12				
13				
14				
15				

Comments / Special Instructions

BA 2:45 PM
Sampled by date time Received by date time

Received

FEB 14 2023

ILM

**AGREEMENT BETWEEN CITY OF DUNKIRK
AND**

**FOR ASBESTOS ABATEMENT AT
532 Columbus Avenue (79.19-1-21)**

CITY OF DUNKIRK, NEW YORK

This Contract made this ____day of _____, 20__ by and between the **CITY OF DUNKIRK, NEW YORK**, a municipal corporation hereinafter referred to as "**City**", and _____ hereinafter called "**Contractor**".

WITNESSETH:

WHEREAS, the properties located at 532 Columbus Avenue (79.19-1-21),
are required to have the asbestos abated, and

WHEREAS, it has been determined that such structure is a danger to the health, safety and welfare of the public and is to have the asbestos abated,
and

WHEREAS, _____ has agreed to perform the asbestos abatement, now, therefore,

FOR GOOD AND VALUABLE CONSIDERATION, the parties do hereby agree as follows:

1. The Contractor shall remove the asbestos structures located at 532 Columbus Avenue (79.19-1-21).
2. The Contractor shall:
 - a. Provide documentation satisfying the regulations of the Department of Labor and regulations of the City of Dunkirk. All services shall comply with NYSDOL ICR #56.
 - b. Provide a Certificate of Insurance of proper coverage as required by the city on the attached City of Dunkirk Insurance Certificate together with such other insurance, including but not limited to, Workers' Compensation Insurance and Workers' Disability Insurance as required by law.

- c. Provide adequate barrier fencing and signage and take all necessary precautions for the protection of the work and the safety of the public.
 - d. The Contractor shall be responsible for all traffic control and shall properly barricade the area to insure the public safety during work.
 - e. Performance of the covenants of this contract by the Contractor shall be to the satisfaction of the Building Inspector.
 - f. The Contractor shall comply with all Federal, State and Local laws, rules and regulations applicable hereto.
 - g. The City shall pay the Contractor the total sum of **XXXX (\$XXXX.XX)** upon completion of all work hereunder and upon certification thereto by the Building Inspector.
3. The Contractor shall hold City harmless from all claims arising out of the operations hereunder.
- a. It is mutually agreed that Contractor is an independent contractor and not an employee, agent or servant of the City.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

CITY OF DUNKIRK, NEW YORK

WILFRED ROSAS

Mayor

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) ss.:

On this ___ day of _____ before me the subscriber, personally appeared **Wilfred Rosas** to me personally known to me to be the same person described in and who executed the within instrument, and he duly acknowledged to me that he executed the same.

Notary Public

Signature

Name and Title

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) ss.:

On this ____ day of _____ before me the subscriber, personally appeared _____ to me personally known to me to be the same person described in and who executed the within instrument, and he duly acknowledged to me that he executed the same.

Notary Public

All questions regarding work or payment are to be referred to the Department originating this agreement.

It is mutually understood and agreed that the Vendor stands in relationship of an independent contractor to, and is not an employee, servant or agent of the City. The Vendor shall indemnify and hold the City harmless from any liability, claim, demand or judgment arising from the Vendor's performance of the terms of this agreement.

It is expressly understood that either party may cancel this agreement at any time for any reason whatsoever 30 days written notice.

NOTE THE ADDITIONAL TERMS AND CONDITIONS ON FOLLOWING SHEET

Departmental Approval:

Approved:

Vendor Acceptance:

By: _____ By: _____

Mayor
(Wilfred Rosas, Mayor)

By: _____

Signature

(Title)

Name - Print or Type

Dated: _____ By: _____

City Clerk

Title: _____

Dated: _____

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 _____

City of Dunkirk Standard Insurance Certificate

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.

I. Insured: Name _____
Address _____
Zip _____
Phone No. _____

III. Companies Affording Coverages
A _____
B _____
C _____
D _____

III. Issuing Name _____
Address _____
Zip _____
Phone No. _____

IV. This is to certify that the policies listed below have been issued to the insured name above and are in force at this time.

Indicate Type of Insurance by Checking the Box	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY IN THOUSANDS		
			Check the box	Each Occurrence	Aggregate
COMPANY 1. General Liability <input type="checkbox"/> Commercial <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/ Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit <input type="checkbox"/> Self-Insured Retention		
2. Automobile Liability <input type="checkbox"/> Comprehensive Form OR <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit <input type="checkbox"/> Self-Insured Retention		
3. Excess Liability <input type="checkbox"/> Umbrella Form OR <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both			Bodily Injury & Property Damage Combined \$ _____ Self-Insured Retention \$ _____		
4. Worker's Compensation Employer's Liability Disability Benefits 5. Other			Statutory Statutory		

V. City of Dunkirk is included as an additional insured under the following Policy numbers: _____

VI. **ACKNOWLEDGMENT:** Insurance companies providing these coverages acknowledge that the named insured is entering into a contract with the City of Dunkirk, in which the named insured agrees to defend, hold harmless and indemnify the City, its officials, employees and volunteers against all claims resulting from work performed, material handled and services rendered. The Contractual Liability coverage evidenced above covers the liability assumed under the City-Contractor agreement.

VII. **CANCELLATION NOTICE:** Prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the City of Dunkirk City Attorney.

Name and Address of Certificate Holder and & Recipient of Notice: City of Dunkirk

Date Issued _____ Authorized Representative _____ Firm Name and Address _____

FOR CITY USE ONLY: Name of City Dept. Requesting Certificate _____ Purchase Order or Contract Number _____ Vendor Insurance Classification _____

INSTRUCTIONS FOR CITY OF DUNKIRK STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and this certificate delivered before commencement of work or delivery of merchandise or equipment.

CERTIFICATES OF INSURANCE

Shall be made to the "City of Dunkirk, City Attorney, City Hall, 342 Central Avenue, Dunkirk, New York 14048".

Shall evidence coverage of compliance with all specifications of the contract.

Shall be executed by an insurance company and/or agency, which is licensed by the Insurance Department of the State of New York. If executed by a broker, a notarized copy of authority to bind or certify coverage must be attached.

The "ACORD" form certificate may be used, providing the following two additional conditions (A and B) are added to the form, verbatim.

ACKNOWLEDGMENT: Insurance companies providing these coverages acknowledge that the named insured is entering into a contract with the City of Dunkirk, in which the named insured agrees to defend, hold harmless and indemnify the City, its officials, employees and volunteers against all claims resulting from work performed, material handled and services rendered. The Contractual Liability coverage evidenced above covers the liability assumed under the City-Contractor Agreement.

CANCELLATION NOTICE: Prior to non-renewal or material change in policy or cancellation of these policies, at least thirty (30) days advance notice shall be given to the City of Dunkirk, City Attorney.

IV. Forward the completed certificate to: **"City of Dunkirk, City Attorney, City Hall, 342 Central Avenue, Dunkirk, New York 14048"**.

Minimum coverage with limits are as follows:

VENDOR CLASSIFICATION	A CONSTRUCTION AND DEMOLITION MAINTENANCE	B PURCHASE OR LEASE OF MERCHANDISE OR EQUIPMENT	C PROFESSIONAL SERVICES	D PROPERTY LEASED TO OTHERS OR USE OF FACILITIES OR GROUNDS	E CONCESSIONAIRE SERVICES *	F LIVERY SERVICES	G ALL PURPOSE PUBLIC ENTITY CONTRACTS
COMP. GENERAL LIABILITY	\$ 1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Prem. & Ops.	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prod. & Compl. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contract	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form Property Damage	INCLUDE	NOTE: Comprehensive Form Not Required					**
- X, C, U	INCLUDE						
- Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law			INCLUDE	***			
- Host Liquor							
AUTO LIABILITY	\$ 1,000,000 CSL		\$ 1,000,000 CSL	\$ 1,000,000 CSL	\$ 1,000,000 CSL	\$1,000,00 CSL	\$ 1,000,000 CSL
- Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
EXCESS UMBRELLA LIABILITY	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
WORKER'S COMP. & EMPLOYER'S LIAB.	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
DISABILITY BENEFITS	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
PROFESSIONAL LIABILITY			\$ 1,000,000				
CITY OF DUNKIRK TO BE NAMED ADDITIONAL INSURED ON ALL POLICIES	GL-AL EXCESS	Broad Form Vendors May Be Required	GL-AL EXCESS PROF.	GL-AL EXCESS	GL-AL EXCESS	GL-AL EXCESS	GL-AL EXCESS

* Coverage requirements may be waived or amounts altered by the City Attorney in appropriate situations.

** Snow removal contracts require evidence of broad form property damage.

*** In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages, an endorsement for liquor liability is required.

In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverages and limits should be evidenced on the certificate in lieu of the standards printed above. Coverage requirements may be waived or amounts altered by the City Attorney in appropriate situations.

PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBEs

ESD is required to comply with and implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

Approval of funding by ESD, a public benefit corporation of the State of New York, is conditioned upon and subject to the following requirements:

- a) Recipient agrees to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include contracting opportunities for *New York State certified* Minority-owned Business Enterprises (“MBEs”) and Women-owned Business Enterprises (“WBEs”), collectively MWBEs.
- b) For purposes of this project, ESD hereby establishes an **overall MWBE participation goal requirement of 30%** (based on the current availability of qualified certified MWBEs).
- c) For purposes of providing meaningful participation by MWBEs on the project and achieving the project goals established herein, Recipient should reference the directory of New York State certified MWBEs found at the following internet address:

<https://ny.newnycontracts.com>

Additionally, Recipient may contact ESD’s Office of Contractor and Supplier Diversity (“OCSD”) to discuss additional methods of maximizing participation by MWBEs on the project.

- d) Recipient is required to submit a completed Non-Discrimination and Equal Employment Opportunity Policy Agreement (Form OCSD-1) prior to the first disbursement.
- e) For all incentives the Recipient and any contractors or sub-contractors are required to provide to OCSD (i) an MWBE Staffing Plan (Form OCSD-2) prior to the first disbursement, where ESD’s effective contribution is equal to or greater than \$250,000, and (ii) Workforce Utilization Reports (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. If the first disbursement is also the final disbursement, the Recipient may submit

only the final Workforce Utilization Report. Workforce Utilization Reports must be submitted to OCSD via email in, **excel format only**, to OCSD@esd.ny.gov.

The Recipient shall also require each of its sub-contractors to submit a Workforce Utilization Report (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. The Workforce Utilization Report must be sent by email in excel format only to ESD.

- f) Recipient is required to submit an MWBE Utilization Plan (Form OCSD-4) no later than ten (10) days after the execution of this Incentive Proposal.
 - If additional time is required to prepare an acceptable and effective MWBE Utilization Plan, the Recipient may submit a written extension request to OCSD or the assigned OCSD Project Manager. The extension request must explain why additional time is needed and provide an estimated date of submission for the MWBE Utilization Plan.
 - Any modifications or changes to the MWBE Utilization Plan after the execution of this Incentive Proposal and during the performance of the project must be reported on a revised MWBE Utilization Plan and submitted to OCSD for approval.
- g) ESD will review the submitted MWBE Utilization Plan and advise the Recipient of acceptance or issue a Notice of Deficiency within twenty (20) days of receipt.
- h) If a notice of deficiency is issued, Recipient agrees that it shall respond to the Notice of Deficiency within seven (7) business days of receipt by submitting to OCSD a written remedy in response to the Notice of Deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Recipient and direct the Recipient to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals (Form OCSD-5, Waiver Request). Failure to file the Waiver Request in a timely manner may result in a finding that Recipient has intentionally or willfully failed to comply with the requirements of New York State Executive Law Article 15-A and the MWBE provisions outlined herein.
- i) ESD may find that Recipient has willfully or intentionally failed to meet the MWBE project requirements under the following circumstances:
 - 1. If a Recipient fails to submit an MWBE Utilization Plan;
 - 2. If a Recipient fails to submit a written remedy to a Notice of Deficiency;
 - 3. If a Recipient fails to submit a request for waiver; or

4. If ESD determines that the Recipient has failed to document “Good Faith Efforts.”

- j) Recipient shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the project. Requests for a partial or total waiver of established goal requirements made subsequent to the execution of the Incentive Proposal may be made at any time during the term of the project to ESD, but must be made no later than prior to the submission of a request for final payment on the project.
- k) Recipient is required to submit a periodic MWBE Compliance & Payment Report to OCSD by the 10th day following either the end of each (i) month, for construction contracts in excess of \$100,000, or (ii) quarter, for services and commodities contracts in excess of \$25,000, over the term of the project documenting the progress made toward achievement of the MWBE project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at <https://ny.newnycontracts.com>. The New York State Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and sub-vendors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. Payment information and confirmation must be submitted by the 10th day following the end of each month or quarter, as applicable. For additional information regarding this process, please contact OCSD.

Periodic compliance and payment reports may also be completed manually (Form OCSD-6, MWBE Compliance & Payment Report) and submitted to OCSD or the assigned OCSD Project Manager.

- l) “Good Faith Efforts” is the standard applied to the MWBE participation requirements in all applicable ESD incentives. Recipients shall adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include MWBE participation in all categories where MWBE participation potential exists. In order for OCSD to evaluate “Good Faith Efforts”, Recipients must maintain detailed records of its efforts to include MWBEs in the performance of the project.

For additional details regarding “Good Faith Efforts,” please review 5 NYCRR §142.8 (MWBE Rules and Regulations), available at:

http://esd.ny.gov/MWBE/Data/OFFICIAL_COMPILATION_OF_MWBEREGS.pdf

- m) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document “Good Faith Efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the project. The Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals and requirements set forth herein, such a

finding may result in the recapture of grant proceeds. Such MWBE Recapture may be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Recipient achieved the MWBE project goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the project.

- n) Recipient's demonstration of Good Faith Efforts shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, other applicable federal, state or local laws.

Any questions relating to the MWBE requirements stated herein may be directed to OCSD at ocsd@esd.ny.gov. Recipient may also address any inquiries relating to the above MWBE requirements to the respective OCSD Project Manager.

Forms OCSD-1 through OCSD-6 may be completed by hand, or fillable Word versions are available upon request. Documents relating to MWBE requirements outlined herein must be provided to OCSD in one of the following ways:

1. In an email to ocsd@esd.ny.gov;
2. Through the New York State Contract System (<https://ny.newnycontracts.com>); or
3. By postal mail, addressed to:
Empire State Development
Office of Contactor & Supplier Diversity
633 Third Avenue, 35th Floor
New York, NY 10017

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.