

NOTICE TO BIDDERS

Sealed bids will be received at the office of the City Clerk, City Hall, Dunkirk, New York no later than [10:15 A.M. EST on March 19, 2024](#) and publicly opened at that time for the ASBESTOS ABATEMENT of the following RESIDENTIAL STRUCTURE:

109 South Zebra Street (79.11-7-15)

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. Asbestos Sampling Reports are included in the packet for your review.

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 this bid a bid bond or certified check in an amount as outlined in the specifications and instructions.

Adv. March 1, 2, 4 2024

Lillian Divine
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 item or items bid upon so stated on the outside of the sealed envelope "Asbestos Abatement of 104 W. Second Street". All envelopes shall have a return address identifying the Bidder.**
- 2. Please indicate an estimate of days that air monitoring be utilized under "Additional Information" item number five (5).**
3. Bids shall be submitted on the Proposal Sheet provided with these specifications.
4. Non-Collusive Certificate must be completed, signed, and returned with the Proposal Sheet.
5. Vendor Responsibility Questionnaire must be completed, signed, and returned with the Proposal Sheet.
6. 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.
7. 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.
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, New York 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, naming the City of Dunkirk as additional insured. 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 involves the City's participation with the Community Development Block Grant including, 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, as well as the 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 reference. A copy is available through the City's Housing, Building and Zoning Officers.
2. Under New York State Labor Law, contractors and subcontractors must pay the prevailing wage rate 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 on 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 compliance with state prevailing wage regulations. 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. For air monitoring purposes the abatement shall be completed within ___ days of commencement. The contractor shall be responsible for additional air monitoring costs if abatement exceeds the days agreed to above.
6. Successful bidders are required to provide a qualified representative to provide on-site progress to the Housing, Building and Zoning Officers.
7. The Housing, Zoning and Building Inspectors shall be notified of the beginning and the completion of the abatement of each structure.
8. 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.

109 South Zebra Street \$ _____ .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; and
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: _____

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, pandemics, 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 New York State Finance Law.