

BID & PROPOSAL

**FOR
DEMOLITION
OF**

**Fire Training Structures 78 Bridge St
City of North Tonawanda, NY 14120**

These buildings are slated for demolition and have been determined to be structurally unsound in accordance with 12 NYCRR Part 56-5.1(b). As such, the requirements of 12 NYCRR Part 56-11.5 shall apply and the project shall be bid accordingly.

Bid Due:

**2:00 PM, Wednesday, October 23rd,
2024**

Scope of Work:

In response to this bid solicitation, please bid a price that covers the demolition of the address listed herein, for all labor, materials, equipment, supplies, and incidentals as necessary and required to complete the work of outlined below.

- The Contractor will provide the Land Bank with at least twenty-four (24) hours' notice prior to commencing the Work at the Property.
- The Contractor will properly dispose of all materials on site. Contractor shall be responsible for all legal notifications and for obtaining appropriate permits for abatement and disposal.
- Contractor will comply with the following demolition materials handling plan, and provide documentation photo log of the demolition process. Pictures must be provided individually in .JPEG format.
 1. Creation of a secure barrier around the Site.
 2. Asbestos abatement.
 3. Removal of any building interior contents.
 4. Disconnection and capping/termination of all building services, e.g., water, electric, sewer, etc. in accordance with the Contract Drawings and all local regulation and utility service company requirements.
 5. Removal and disposal of existing hard surface treatments including steel staircases, steel doors, piping, guardrails, etc.
 6. Demolition of the structures.
 7. Inspection for soil intermixed with debris and loading of demolition debris for transport to the disposal facility.
 8. During demolition and removal activities, the contractor shall use water sprinkling and other suitable methods to minimize the amount of dust generated to the lowest practical level possible.
 9. Disposal of demolition debris.
 10. Decontamination of equipment.
 11. The contractor will maintain records for each shipment of waste from the Site to the disposal facility including bills of lading and disposal weight tickets.
 12. Air monitoring on site will be continuous and performed by a third party firm chosen by NORLIC.
- The Contractor will provide before and after time/date stamped photos of property.
- The Contractor shall obtain, at its sole cost and expense, all permits, authorizations, approvals, and licenses necessary for the planning, performance, and completion of the Work in accordance with the requirements of the respective municipal agencies and other authorities having jurisdiction.
- The Contractor shall comply with all federal, state, county, city, town and other applicable laws, ordinances, rules, and regulations and all orders and rules of any duly constituted authorities affecting the Property or bearing on the performance of the Work. This includes, but is not limited to 12 NYCRR Part 56-11.5 and all applicable storm water regulations.
- The Contractor will contact Dig Safely NY at least forty-eight (48) hours prior to beginning any excavation at the Property.
- The Contractor will confirm that all utilities (water, sewer, electric and gas) are disconnected before commencing any Work.
- The Contractor will arrange for a North Tonawanda licensed plumber to properly cap off all water and sewer connections, remove all meters and protect, stabilize, and mark such connections before commencing any Work.
- The Contractor will demolish the two structures on the Property. Specifically the three-story tower, and the on-story outbuilding down to the concrete pad.
- The Contractor will provide the Land Bank with all bills of lading, dump tickets for all hazardous and non-hazardous waste.
- The Contractor will completely remove all construction materials and any contents of the demolished structures from the Property. The Contractor will arrange for transportation of the construction materials and any contents of the demolished structures to lawful disposal, storage, or recycling locations, as necessary.

- The Contractor will demolish structures to concrete pad without disturbing the pad itself, or any other ground on site
- The Contractor must contact the Land Bank for a Final Inspection.

The Niagara Orleans Regional Land Improvement Corp. (NORLIC) is seeking bids for the demolition of the following property. Contractor should submit a price, and the number of days you anticipate air monitoring will be required. **As part of your bid, we are asking for a scope of work for this job (to include what landfill(s) will be used for disposal), examples of similar projects completed, and a budget breakdown of itemized costs.**

	Cost of Demolition (minus debris haul away)	Cost to haul away debris	# of days needed for air monitoring
78 Bridge St			

Sum Total: _____ Sum Total: _____

Contractor Name

Address

Phone

Contractor's Signature

Date

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this Bid, a 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 his knowledge and belief:

- (a) The prices of the 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 bidder, or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly, or indirectly, to any other bidder or to any competitor; and,
- (c) No attempt has been made or will be made by the bidder to induce any other person(s), partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Contractor's Signature

Date

Sworn before me this _____ day
of _____ 2024

Notary Public

Notes on pricing:

Bidders are required to satisfy themselves, by personal examination of the site, as to work involved and of the difficulties likely to be encountered in the performance of work under this Bid. No pleas of ignorance of conditions that exist, or that may hereafter exist, or of any conditions or difficulties that may be encountered in the execution of the work under this bid as a result of failure to make the necessary examination and investigation, will be accepted as an excuse for any failure to or omission on the part of the bidder to fulfill in every respect all the requirements, specifications, etc., nor will same be accepted as a basis for any claim for extra compensation.

DOL Notification:

- The Land Bank is exempt from the DOL Asbestos Project Notification Fee (the Notification must still be filed by the Contractor, but the fee will not be charged)

Air Monitoring:

- Our demolition contract will include a clause requiring the demolition contractor to absorb the cost of 'extra' air monitoring if the job exceeds the # of days quoted above.
- We will take the estimated # of days into account when selecting a contractor and the job will be awarded to the contractor whose combined demo cost and # of air monitoring days will result in the lowest total cost for the Land Bank.

Scheduling:

Bids are due by 2:00 PM, Wednesday, October 23rd, 2024. We anticipate our board of directors will authorize us to contract for this job on Friday, October 25th, 2024. 78 Bridge St must be demolished by Friday, November 29th, 2024.

Requirements for Bidding:

The successful bidder will be required to keep the entire work of the Contract at all times under his control. This bid and proposal are not assignable or conveyable in any fashion and may not be pledged or encumbered without the express written permission of NORLIC other requirements for bidding are included elsewhere in these Specifications. Please also attach a copy of your asbestos abatement license.

Insurance:

The Contractor shall provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

GENERAL PROVISIONS

As to all required insurance:

The Contractor shall provide current Certificates of Insurance and accompanying documents as described herein for NORLIC's approval prior to NORLIC's signing of contract(s).

"Certificate Holder" shall be Niagara Orleans Land Improvement Corporation 6311 Inducon Corporate Drive, Sanborn, New York 14132 and City of North Tonawanda, NY, 216 Payne Ave, North Tonawanda, NY 14120

Coverage must comply with all specifications set forth herein.

All insurance documents must be executed with authorized signatures.

The Contractor's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. A copy of such endorsement(s) must be furnished to the Certificate Holder.

Failure of NORLIC to object to the Contractor's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Contractor's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on NORLIC a duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.

The Contractor's liability and indemnification of NORLIC shall not be relieved or diminished by the Contractor securing insurance coverage in accordance with NORLIC's requirements. Any approval by NORLIC of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Contractor's insurance coverage.

In addition to Certificates of Insurance and other documents, the Contractor shall provide to NORLIC and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend applicable coverages or limits.

When any required insurance shall expire, due to the attainment of a normal expiration or renewal date, the Contractor shall supply, no later than ten (10) days prior to such expiration, NORLIC with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.

The Contractor will assure that any and all subcontractors retained by the Contractor carry and maintain insurance with reasonably prudent limits and coverage satisfactory to NORLIC in light of the work to be performed, written by companies meeting the same criteria as required in Section 2. LIABILITY INSURANCE, and that NORLIC and the City of North Tonawanda are named additional insured on the subcontractor's liability policies according to the same requirements as described in Section 2.1(b).

LIABILITY INSURANCE

The Contractor agrees to secure and maintain, at the Contractor's own expense, all insurance coverage required herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of B+ or better. The Contractor's insurance shall include the following, and shall be written with limits no less than hereinafter specified:

COMMERCIAL GENERAL LIABILITY

- (a) Occurrence based Commercial General Liability coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations, products & completed operations, and contractual liability, all with a per-project aggregate endorsement. The coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the CONTRACTOR:

General Aggregate	\$2,000,000
Products & Comp/Op. Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Med. Expense (any one person)	\$ 5,000

- (b) Additional Insured: Coverage in Commercial General Liability, Automobile Liability, and Excess Liability and/or Umbrella Liability policies or coverage sections shall be written or endorsed so as to apply to the following as additional insured on a primary and non-contributory basis with the following language, unaltered:

"The City of North Tonawanda and Niagara Orleans Land Improvement Corporation, its employees, interim administrators, authorized volunteers and committee members, student teachers, auxiliary instructors and members of the Board of Education are hereby named as Additional Insured."

This Additional Insured coverage must be effected through the use of either Form CG 20 26 or CG 20 10 and CG 2037 together, or the equivalent of these forms together. The Certificate of Insurance must clearly state how Additional Insured coverage is achieved in the General Liability, Automobile Liability, and Umbrella/Excess Liability policies. Certificates of Insurance must show the form numbers that are used to achieve all of the Additional Insured coverage. A copy of the actual policy language that effects this coverage in each policy must be provided to the Owner with the Certificate of Insurance.

- (c) Products & Completed Operations coverages must be maintained in force for a minimum of two (2) years following Final Completion of the Project.
- (d) If the Contractor's work on this project in any way involves the use of unmanned aircraft, the Contractor's General Liability policy must include form CG 24 50 06 15 or equivalent providing coverage for this project.
- (e) If the Contractor's work on this project involves handling or disturbance of asbestos or other hazardous materials, the Contractor shall provide bodily injury and property damage liability insurance applicable to this

hazardous operation, covering both ongoing operations and products & completed operations, at limits not less than:

If covered by this Contractor's umbrella/excess liability policy:

General Aggregate	\$2,000,000
Each Occurrence or Incident	\$1,000,000

If NOT covered by this Contractor's umbrella/excess liability policy:

General Aggregate	\$11,000,000
Each Occurrence or Incident	\$11,000,000

AUTOMOBILE LIABILITY INSURANCE

Bodily Injury and Property Damage, coverage for the Contractor as the owner or the lessee of automobiles, trucks, trailers, self-propelled Contractor's equipment and all other owned, hired and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract. If any such vehicles are to be used to transport hazardous materials, the Contractor shall also provide pollution liability broadened coverage evidenced by ISO Form CA 99 48. The coverage limit applicable shall be the greater of the amounts indicated below or the amount(s) carried by the Contractor:

Combined Single Limit	\$1,000,000
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See Section 2.1(b) above for *additional insured* requirements applicable to Automobile Liability insurance.

EXCESS LIABILITY AND/OR UMBRELLA LIABILITY applicable to Commercial General and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

Each Occurrence	\$10,000,000
Aggregate	\$10,000,000

See Section 2.1(b) above for *additional insured* requirements applicable to the Excess Liability and/or Umbrella Liability insurance.

OWNER'S PROTECTIVE LIABILITY POLICY, with XCU exclusion deleted.

Named Insured: Niagara Orleans Land Improvement Corporation. Coverage limits shall not be less than indicated below:

Each Occurrence	\$2,000,000
Aggregate	\$4,000,000

PROFESSIONAL LIABILITY: If the contractor's work on this project involves rendering professional services, including but not limited to preparing and/or approving maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications, or giving directions or instructions, or supervisory, inspection, architectural or engineering activities, the Contractor shall provide Professional Liability coverage for the Contractor's errors, omissions, and negligent acts arising from the performance of the Contractor's services under this contract. Coverage limits shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

Each Occurrence/Claim	\$3,000,000
Aggregate	\$3,000,000

PROPERTY INSURANCE

The following changes are to be made to the A201 Form:

- 11.3.1 The words “without optional deductibles” at the end of the first sentence are replaced with: “with deductible not to exceed \$5,000.”
- 11.3.1.1 The words “earthquake” and “flood” are deleted.
- 11.3.1.3 The word “Owner” is replaced with the word “Contractor.”
- 11.3.2 The last nine words: “and the Owner and Contractor shall be named Insureds.” are deleted.
- 11.3.6 This Paragraph is deleted.
- 11.3.7 Note carefully this paragraph pertaining to Waivers of Subrogation.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE,

Must include Waiver of Subrogation in favor of NORLIC.

Coverage required by the laws of New York State as further described below.

- .1 Requirements. To comply with coverage provisions of Section 57 of the Workers’ Compensation Law, businesses must (1) be legally exempt from obtaining workers’ compensation insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured or participate in an authorized group self-insurance plan.
- .2 Coverage Evidence. The Contractor must provide one of the following forms to NORLIC, or the current equivalent of any of them in the event of revisions or replacements:
 - (a) Either: CE-200, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers’ Compensation And/Or Disability Benefits Insurance Coverage Is Not Required
 - Or: CE-200, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers’ Compensation And/Or Disability Benefits Insurance Coverage
(Affidavits must be stamped as received by the N.Y.S. Workers’ Compensation Board)

OR

- (b) Either: C-105.2, Certificate of Workers’ Compensation
- Or: U-26.3, New York State Insurance Fund Certificate of Workers’ Compensation Coverage

OR

- (c) Either: SI-12 – Certificate of Workers’ Compensation Self-Insurance,
- Or: GSI-105.2 – Certificate of Participation in Workers’ Compensation Group Self-Insurance

NEW YORK DISABILITY (NYDBL)

Coverage required by the laws of New York State as further described below.

DISABILITY BENEFITS REQUIREMENTS UNDER WCL SECTION 220 SUBD. 8

- .1 Requirements. To comply with coverage provisions of the New York State Disability Benefits Law, businesses must (1) be legally exempt from obtaining disability benefits insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured.
- .2 Coverage Evidence. The Contractor must provide one of the following forms to the NORLIC, or the current equivalent of any of them in the event of revisions or replacements:
 - (a) Either: CE-200, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers’ Compensation And/Or Disability Benefits Insurance Coverage Is Not Required
 - Or: CE-200, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers’ Compensation And/Or Disability Benefits Insurance

Coverage

(Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)

OR

- (b) Either: DB-120.1, Certificate of Disability Benefits Insurance
Or: DB-820/829, Certificate/Cancellation of Insurance

OR

- (c) DB-155, Certificate of Disability Benefits Self-Insurance

- All insurances required to comply with the Workers' Compensation and Rehabilitation.
- Public Liability insurance with a reputable and financially sound insurer upon usual and reasonable terms.
 - a. Commercial General Liability ("CGL") coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate. If CGL coverage contains a General Aggregate Limit, such General Aggregate Limit shall apply separately to each Property. CGL coverage shall be written on ISO occurrence form GC 00 01 (1093) or a substitute form providing equivalent coverage.
 - b. Commercial Liability Umbrella coverage with limits of liability not less than Two Million Dollars (\$2,000,000.00).
 - c. Comprehensive Automobile Liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per accident.
 - d. Workers' Compensation and Employers' Liability in form and amounts required by law.

The Contractor shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement setting forth the required coverage hereunder prior to entering the Property or commencing any Work, and such policies shall contain an endorsement (1) requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank, and (2) waiving subrogation. All insurance required by this Contract shall be primary and non-contributing to any insurance maintained by the Land Bank. The Contractor's policy may not contain any exclusion for NY Labor Law, injury to employees or injury to subcontractors. Subcontractors are required to have an unmodified Commercial General Liability policy without limitation with respect to Employers Liability and injury to Independent Contractors. The Contractor shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The Contractor agrees to cause each subcontractor to furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such Contractor entering the Property or commencing any Work. In addition to providing an insurance certificate naming NORLIC as an additional insured, the Contractor shall provide an Accord 855 form showing that NY Labor Law is not excluded from coverage.

Indemnification:

The Firm agrees to defend and indemnify NORLIC, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Firm, or its subcontractor, under this contract; provided, however, that Firm shall not be

required to indemnify NORLIC with respect to such risks to the extent caused by the negligence or intentional misconduct of NORLIC or NORLIC's contractors, over whom Firm has no authority or control.

The Firm by agreeing to defend NORLIC as set forth above, agrees that if NORLIC receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this Firm agrees to pay all attorney fees and expenses; the selection of such attorney to represent NORLIC shall be the sole and exclusive determination of NORLIC.

Additional Terms/Conditions:

If, for any reason, Contractor cannot complete the work after submitting the accepted bid, said contractor may, at NORLIC's discretion, be removed, either temporarily or permanently, from participation with NORLIC projects.

NORLIC expressly reserves the right at any time herein, to change the requirements or specifications of this bid and the demolition, requested thereunder. NORLIC further reserves the right to reject all bids hereunder and re-bid the job or, at its sole discretion, to not award the job to any bidder following receipt of any and all bids hereunder. NORLIC shall not be bound to award the demolitions herein, regardless of bids received.

Payment:

The Contractor will be paid within 30 days after all final reports, before and after photos, and applicable paperwork is received by NORLIC.

Submission:

Bids must be submitted by 2:00 PM, Wednesday, October 23rd, 2024. Bids must be submitted in person or mailed to NORLIC, 6311 Inducon Corporate Dr. Sanborn, NY 14132 on or before the above time and date in a sealed envelope addressed to: Matthew Chavez

Bids not received or postmarked on or before this date will be rejected. The bids will be opened at the office of NORLIC at the earliest possible time.