

Request for Property Inspection and Oversight Services Niagara Orleans Land Improvement Corporation

Background

The Niagara Orleans Land Improvement Corporation (NORLIC), a New York State Land Bank formed in 2018, is working, as part of its mission, on rehabilitating properties to improve neighborhood conditions and quality of life within Niagara and Orleans County. Participating municipalities are donating residential properties in priority areas for neighborhood improvement and redevelopment. NORLIC will be marketing and selling these properties, with an ultimate goal of developing affordable, quality rental units, or selling the properties to qualified buyers.

NORLIC is seeking a consultant to provide on-site property inspections and provide NORLIC with a written property inspection report as defined in this RFP.

Proposal Format

- A. The Property Inspection Consultant and other personnel of the Consultant shall provide the following services:
1. Conduct Initial Property Inspections and Prepare Work Write-Up and Cost Estimate
 - a. Conduct initial property inspection, with a NORLIC staff or consultant representative, to determine prioritized work items needed to improve the quality and marketability of the property
 - b. Based on initial property inspection and program guidelines, prepare the work write-up and in-house itemized cost estimate
 - c. Conduct additional property inspections, when necessary, to assess a specific problem item, review the report, and modify work write-up, cost estimate and specifications based on the professional's report
- B. For the performance of tasks and assignments specified in Section A, propose a payment to NORLIC for services provided, as follows:

Service Component	Price per Residence
1) Conduct Initial Property Inspection and Prepare Work Write-Up/Cost Estimate. Provide pictures of all Identified work areas.	\$XXX.00
2) Prepare Rehabilitation Specifications	\$XXX.00

TOTAL

\$XXXX.00

- C. The Consultant acknowledges and agrees that the fee for its services specified in paragraph B herein, shall not be increased for any reason without the prior written consent of NORLIC.
- D. Administrative, Contractual and Legal Remedies: All claims, counter claims, disputes and other matters in question between NORLIC and the Consultant arising out of or relating to this Agreement or the breach or violation of it shall be decided and resolved through a joint meeting between NORLIC and the Consultant to review the issue(s) and to work out a mutually agreeable solution. In the event that this administrative remedy fails to resolve the matter(s) discussed at the joint meeting, the Consultant shall submit the matter to arbitration, if the parties hereto mutually agree, or to a court of competent jurisdiction within New York State.
- E. Termination for Cause: It is expressly understood and agreed that NORLIC may terminate this Agreement for cause at any time by giving the Consultant thirty (30) days written notice. Such notice shall be made either personally or sent by certified mail, return receipt requested, to the office of the Consultant. The phrase “for cause” shall mean a serious violation or breach of the terms of this Agreement by the Consultant that cannot be resolved through the administrative remedies provided in Section E.
- F. Termination for Convenience: It is expressly understood and agreed that NORLIC may terminate this Agreement for convenience at any time by giving the Consultant ninety (90) days written notice. Such written notice shall be made either personally or sent by certified mail, return receipt requested, to the office of the Consultant. It is expressly understood and agreed that the Consultant may terminate this Agreement for convenience at any time by giving NORLIC ninety (90) written notice. Such written notice shall be made either personally or sent by certified mail, return receipt requested, to NORLIC.
- G. Compensation in the Event of Termination: If either NORLIC or the Consultant terminates this Agreement, the Consultant shall be compensated for all services performed up to the date of termination. The payment request shall comply with requirements specified in Section C.
- H. Reservations of Rights
NORLIC reserves the right to reject all or any part of any or all proposals, to waive technical or legal deficiencies and to accept any proposal that it deems to be in the best interest of NORLIC. Any award resulting from this RFP will not necessarily be awarded to the consultant with the lowest cost. The contract shall be awarded to the compliant consultant whose proposal best meets the needs of NORLIC, in the judgment of the President or board of directors of NORLIC. NORLIC reserves the right to negotiate the terms and conditions of the contract with the successful consultant to obtain the most advantageous situation for NORLIC. NORLIC reserves the right to request additional information from all applicants.
- I. Insurance and Indemnification
The Consultant 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 Consultant, or its sub contractor, under this contract; provided, however, that Consultant 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 Consultant has no authority or control."

The Consultant by agreeing to defend NORLIC as set forth above, agrees that NORLIC receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this consultant 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.

GENERAL REQUIREMENTS: Before commencing work, the successful service provider or contractor and any subcontractor shall furnish evidence such as a Certificate of Insurance, acceptable to NORLIC, that it has procured and will maintain, at its own expense, until final acceptance of the work, or until released in writing at the time of "Notice of Substantial Completion", insurance in the kinds and amounts hereinafter specified. NORLIC is defined as NORLIC, its agents, officers and employees.

A Certificate of Insurance acceptable to NORLIC must meet the following requirements:

- List the type of insurance coverages and acceptable limits, as required by NORLIC
- Name the certificate holder as NORLIC, XXXXXXXXXXXX.
- Name NORLIC, its agents, officers, and employees (without reference to a specific department) as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
- Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
- In the event of any material alteration or cancellation of any insurance coverage, thirty (30) days written notice shall be given to NORLIC, at XXXXXXXX.
- Insurance carriers should be admitted in the State of New York, unless an exception is approved by NORLIC.
- The Certificate of Insurance shall be submitted to NORLIC for compliance review, approval and retention at least thirty (30) days prior to the start of work.

SPECIFIC INSURANCE REQUIREMENTS: The following are the minimum insurance types, documentation and limits acceptable to NORLIC:

INSURANCE COVERAGES, DOCUMENTS AND MINIMUM LIMITS
for
Contracted Services

Coverage and Documents

Limits

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| A. General Liability (GL) | \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate |
| B. Auto Liability | \$1,000,000 Combined Single Limit |
| C. Excess/Umbrella Liability | \$1,000,000 Each Occurrence
\$1,000,000 General Aggregate |
| D. Workers' Compensation and
Employers Liability
CE-200, C-105.2, or SI-12 | Statutory Limits |
| E. Disability Benefits
CE-200, DB-120.1,
DB-820/829 or DB-155 | Statutory Limits |

Please Note: Proposals must be received by **4:00 PM Friday, October 24, 2022**

Deliver to: Matthew Chavez
Project Manager, NORLIC
6311 Inducon Corporate Drive
Sanborn, New York 14132

E-mail to: matthew.chavez@niagaracounty.com