

BID FORMS AND SPECIFICATIONS  
FOR THE  
DEMOLITION OF THREE  
RESIDENTIAL STRUCTURES

**532 COLUMBUS AVENUE (79.19-1-21)**  
**44 WEST SECOND STREET (79.14-3-65)**  
**104 WEST SECOND STREET (79.14-2-72)**

CITY OF DUNKIRK DEPARTMENT HOUSING, ZONING AND BUILDING



BIDS DUE: [April 4, 2023 at 10:00 A.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

Sealed bids will be received at the office of the City Clerk, City Hall, Dunkirk, New York no later than **10:00 A.M. EST on April 4, 2023** and publicly opened at that time for the DEMOLITION of the following RESIDENTIAL STRUCTURES:

532 COLUMBUS AVENUE (79.19-1-21)  
44 WEST SECOND STREET (79.14-3-65)  
104 WEST SECOND STREET (79.14-2-72)

to 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 examined at the Housing, Building, Zoning Office City Hall, 342 Central Avenue, Dunkirk, New York 14048. Or available on-line at [www.cityofdunkirk.com](http://www.cityofdunkirk.com)

Asbestos Sampling Reports dated for the listed properties above are attached to this Bid Package.

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

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

Adv. March 24, 25, 27

Edwin Ramos  
City Clerk

## INSTRUCTIONS TO BIDDERS

1. Sealed bids shall be addressed in care of the City Clerk, 342 Central Avenue, City Hall, Dunkirk, New York 14048 with the following statement on the outside of the sealed envelope: **"BID FOR CLEAN DEMOLITION OF THREE RESIDENTIAL STRUCTURES, 532 COLUMBUS AVE., 44 W. SECOND ST., 104 W. SECOND ST. DUE 4/4/23 AT 10:00 AM"**
2. Bids shall be submitted on the Proposal Sheet provided with these specifications. Total cost shall include demolition of the primary structure and any accessory structures.
3. Non-Collusive Certificate must be completed, signed and returned with the Proposal Sheet.
4. Vendor Responsibility Questionnaire must be completed, signed and returned with the Proposal Sheet.
5. Unless otherwise provided, all bids shall be submitted on the forms provided. Unsolicited bids not conforming to the specifications or forms shall not be considered.
6. The City of Dunkirk reserves the right to accept or reject any and all bids and award the contract to the bidder deemed most favorable to the City. The City of Dunkirk shall be the sole judge of all equivalencies.
7. Cost of the demolition shall conform to the specification documents provided.
8. If there are any questions concerning these specifications, please contact the Housing, Building and Zoning Office, City Hall, Central Avenue, Dunkirk, NY 14048 or telephone (716) 366-9858.
9. Each proposal must be accompanied by a certified check or bid bond in the amount of five percent (5%) of the bid for those items bid upon. Such certified check or bid bond is to be made payable to the City Clerk of the City of Dunkirk, NY and is to be held as a guarantee that in the event the bid is accepted and a contract awarded to the bidder, the contract will be duly executed and its performance properly secured. In default thereof, said guarantee will be forfeited to the City of Dunkirk as liquidated damages.
10. The successful Bidder shall be required to execute a City "AGREEMENT FOR SERVICES/MATERIALS" contract upon City acceptance, a copy of which is provided herein. The bidder shall conform to the "ADDITIONAL TERMS AND CONDITIONS" contained on the Agreement form.
11. The successful Bidder, upon City acceptance, shall provide the City Attorney insurance as required. The City's "STANDARD INSURANCE CERTIFICATE" is provided herein. The standard form shall be filled out by the insurer and be submitted to the City Attorney for approval. For this bid, Vendor Classification "A" shall apply.
12. Iran Divestment Act - By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

## ADDITIONAL INFORMATION

1. The work performed herein is in furtherance of the City's participation with the Community Development Block Grant involving, in whole or in part, funding received by and through the State of New York Office of the Attorney General ("OAG") and the OAG's Community Revitalization initiatives and also 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 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. The Housing, Zoning and Building Inspector shall be notified of the beginning and the completion of the demolition of each structure.
7. A demolition permit application shall be completed in full and submitted to the Housing, Building and Zoning Office no sooner than three days prior to scheduled demolition.
8. Completion of this project shall be done no later than ninety (30) days after the execution of the Agreement of Services.

**532 Columbus Avenue**



**44 West Second Street**





## 104 West Second Street



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

**Demolition of THREE structures**

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 |
| 44 West Second Street  | \$ _____ | .00 |
| 104 West Second Street | \$ _____ | .00 |

**TOTAL COST** \$ \_\_\_\_\_ .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 NO. \_\_\_\_\_

FAX NO.: \_\_\_\_\_



## 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](mailto: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><br>_____                                |                             |        |
| Address of the <u>Principal Place of Business</u> (street, city, state, zip code)   |      | <u>New York State Vendor Identification Number</u> |                             |        |
|   |      | Telephone<br>ext.                                  |                             | Fax    |
|   |      | Website  |                             |        |
| Authorized Contact for this Questionnaire   |      |  |                             |        |
| Name  |      | Telephone<br>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><br>(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:<br><input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE)<br><input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE)<br><input type="checkbox"/> <u>New York State Small Business</u><br><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><br><u>Joint Ventures</u> : Provide information for all firms involved.                                |       |  |  |
| Name <i>(For each person, include middle initial)</i>  | Title | Percentage of ownership<br>(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<br>(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](http://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](http://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:<br>(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or<br>(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<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?  | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.4 Had a New York State Labor Law violation deemed willful?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?  | <input type="checkbox"/> Yes <input type="checkbox"/> No   |

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

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

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

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

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

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

### VIII. LEADERSHIP INTEGRITY

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

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

|   |  |
|---|--|
| 8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> N/A |
| 8.1 <u>Suspended</u> , <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u> ?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> N/A |
| 8.2 The subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> N/A |
| 8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: <ul style="list-style-type: none"> <li>(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</li> <li>(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</li> </ul> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><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 )<br>Gross Sales   | 2nd Year (Indicate year )<br>Gross Sales | 3rd Year (Indicate year )<br>Gross Sales |  |
| 9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years:<br>(Estimated total value of uncompleted work on outstanding contracts)   |  |  |  |
| 1st Year (Indicate year )<br>Amount  | 2nd Year (Indicate year )<br>Amount      | 3rd Year (Indicate year )<br>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 <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls</a> .<br>(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.*

**SCOPE OF WORK  
FOR THE DEMOLITION OF**

**532 COLUMBUS AVENUE (79.19-1-21)  
44 WEST SECOND STREET (79.14-3-65)  
104 WEST SECOND STREET (79.14-2-72)**

**CITY OF DUNKIRK, NEW YORK**

**I. GENERAL:**

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

**2. SCOPE OF WORK:**

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

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

- \* Demolition of the structures at 532 Columbus Avenue (79.19-1-21), 44 West Second Street (79.14-3-65), 104 West Second Street (79.14-2-72) including accessory structures, garages, sheds on site.
- \* Protection of existing adjacent structures and property.
- \* Entire removal of existing foundations, foundation walls and basement floor, if any, including accessory private sidewalks, driveways, fences, certain vegetation as required.
- \* Removal from site of all excess debris.
- \* Protection of existing trees, public sidewalks, signs, utilities and other items that are to remain as required.
- \* Obtaining all required permits and paying of all fees.
- \* Disconnecting, capping and sealing of existing sanitary service in accordance with instructions from the City's Plumbing Inspector, James Balzer, (716) 366-9835.
- \* Backfilling and compacting of basement areas, etc.
- \* Notifying all utilities prior to demolition to disconnect services before demolition.

**3. DEMOLITION:**

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

**4. MAINTAINING TRAFFIC:**

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

**5. PROTECTION OF PROPERTY:**

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

**6. SALVAGE OR DISPOSAL:**

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

**7. DEMOLITION PROCEDURE:**

- (a) Material and debris resulting from the demolition shall be removed from the premises as rapidly as possible by the Contractor.
- (b) Chutes for the removal of materials and debris may be provided in all such parts of demolition operations as are more than twenty feet above the point where the removal of materials is affected. Such chutes shall be completely enclosed and shall be equipped at the bottom with a gate or stop to provide a suitable means of closing or regulating the flow of the material. Chutes shall not extend in an unbroken line for more than twenty-five feet, but shall be equipped at intervals of twenty-five feet or less with substantial stops to prevent descending material from obtaining dangerous speeds.
- (c) After demolition of the building, all refuse and debris caused by the demolition shall be removed from the site. No material shall be allowed to remain within, or to be used to fill, any basement area or other sub-surface void or vault.



8. **BACKFILLING OPERATIONS (must be inspected and approved):**

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

9. **UTILITIES REQUIRED DURING CONTRACT:**

All utilities and services necessary for the completion of the work shall be installed by, or for the Contractor, at his expense, and shall be removed when no longer required.

10. **PRIVATE PROPERTY:**

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

11. **REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES:**

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

12. **SHORING AND BRACING**

- (a) The Contractor shall be responsible for providing all bracing, shoring, needling, anchoring and other supports for other work in this contract. The nature of the work as it progresses may require an order to make the existing adjacent work stable and secure, even where such items are not specifically called for. These items shall be of adequate size for their purpose and shall consist of sound timbers or steel shapes with provision for adjustment.
- (b) The Contractor shall be held responsible for all damage due to his failure to provide adequate shoring and bracing of work in this contract.

**13. PUMPING AND DRAINAGE**

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

**14. ADJOINING PROPERTY**

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

**15. RUBBISH DISPOSAL**

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

**16. LIFTING DEVICES AND HOISTING FACILITIES**

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

**17. BARRICADES AND SIGNS**

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

**18. INSURANCE**

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

- 19.** Use the New York State prevailing hourly wage rates and the prevailing hourly supplements for the project as per New York State Department of Labor requirements.

- 20.** New York State Department of Labor wage rates shall apply under this contract. Contractors are required to submit certified payrolls for all work under this contract. A copy of the WH-347 Certified Payroll Report is available online from

<https://www.dol.gov/whd/forms/wh347.pdf>, the form may also be obtained from the Housing, Building and Zoning Office. Contractors may opt to utilize existing payroll reports provided they provide all information as outlined on the WH-347 Certified Payroll Report. Contractors are advised that, in accordance with NYS requirements, employee interviews will be made for some or all job classifications.

- 21.** Performance of the covenants of this contract by the Contractor shall be to the satisfaction of the Building Inspector.
- 22.** Contractor shall hold City harmless from all claims arising out of the operations hereunder.
- 22.** It is mutually agreed that Contractor is an independent contractor and not an employee, agent or servant of the City.

**AGREEMENT BETWEEN CITY OF DUNKIRK  
AND**

---

**FOR DEMOLITION OF**

**532 COLUMBUS AVENUE (79.19-1-21)  
44 WEST SECOND STREET (79.14-3-65)  
104 WEST SECOND STREET (79.14-2-72)**

**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 532 Columbus Avenue (79.19-1-21), 44 West Second Street (79.14-3-65), 104 West Second Street (79.14-2-72) in the City of Dunkirk, New York are required to be demolished, and

**WHEREAS**, it has been determined that such structures are a danger to the health, safety and welfare of the public and are to be demolished,  
and

**WHEREAS**, \_\_\_\_\_ has agreed to  
perform the demolition, now, therefore,

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

1. The Contractor shall demolish the structures at 532 Columbus Avenue (79.19-1-21), 44 West Second Street (79.14-3-65), 104 West Second Street (79.14-2-72) Dunkirk, New York.
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 ensure 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 \$ \_\_\_\_\_ ( \_\_\_\_\_ ) 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 \_\_\_\_\_ 20\_\_ 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

---

Signature

---

Name and Title

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ 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: \_\_\_\_\_

By: \_\_\_\_\_

Mayor  
(Wilfred Rosas, Mayor)

Signature

\_\_\_\_\_  
(Title)

Name - Print or Type

Dated: \_\_\_\_\_

City Clerk

By: \_\_\_\_\_

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. 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.



**11. 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<br><input type="checkbox"/> Commercial<br><input type="checkbox"/> Comprehensive Form<br><input type="checkbox"/> Premises and Operations<br><input type="checkbox"/> Products/ Completed Operations<br><input type="checkbox"/> Independent Contractors<br><input type="checkbox"/> Contractual<br><input type="checkbox"/> Personal Injury<br><input type="checkbox"/> Broad Form Property Damage<br><input type="checkbox"/> Explosion, Collapse<br><input type="checkbox"/> Underground Hazard |               |               | <input type="checkbox"/> Bodily Injury<br><input type="checkbox"/> Property Damage<br><br>OR<br><input type="checkbox"/> Combined Single Limit<br><input type="checkbox"/> Self-Insured Retention |                 |           |
| 2. Automobile Liability<br><input type="checkbox"/> Comprehensive Form<br>OR<br><input type="checkbox"/> Schedule Form<br><input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned  |               |               | <input type="checkbox"/> Bodily Injury<br><input type="checkbox"/> Property Damage<br>OR<br><input type="checkbox"/> Combined Single Limit<br><input type="checkbox"/> Self-Insured Retention     |                 |           |
| 3. Excess Liability<br><input type="checkbox"/> Umbrella Form<br>OR<br><input type="checkbox"/> other than umbrella<br><input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both   |               |               | Bodily Injury & Property<br><br>Damage Combined \$ _____<br><br>Self-Insured Retention \$ _____   |                 |           |
| 4. Worker's Compensation<br>Employer's Liability<br>Disability Benefits<br>5. Other   |               |               | Statutory<br><br>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:<br><br><p style="text-align: center;">City of Dunkirk</p> | Date Issued _____<br><br>Authorized Representative _____<br><br>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 is as follows:

| VENDOR CLASSIFICATION   | A<br>CONSTRUCTION<br>AND DEMOLITION<br>MAINTENANCE | B<br>PURCHASE OR LEASE<br>OF MERCHANDISE OR<br>EQUIPMENT | C<br>PROFESSIONAL<br>SERVICES | D<br>PROPERTY LEASED TO<br>OTHERS OR USE OF<br>FACILITIES OR<br>GROUNDS | E<br>CONCESSIONAIRE<br>SERVICES * | F<br>LIVERY SERVICES | G<br>ALL PURPOSE<br>PUBLIC ENTITY<br>CONTRACTS |
|---|--|--|-------------------------------|---|-----------------------------------|----------------------|--|
| <b>COMP. GENERAL LIABILITY</b>  | \$ 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  | <b>NOTE:<br/>Comprehensive<br/>Form Not Required</b>     |                               |   |                                   |                      | **   |
| - X, C, U   | INCLUDE  |  |                               |   |                                   |                      |  |
| - Personal Injury   |  |  | INCLUDE                       | INCLUDE   | INCLUDE                           | INCLUDE              | INCLUDE  |
| - Liquor Law  |  |  | INCLUDE                       | ***   |                                   |                      |  |
| - Host Liquor   |  |  |                               |   |                                   |                      |  |
| <b>AUTO LIABILITY</b>   | \$ 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  |
| <b>EXCESS UMBRELLA LIABILITY</b>  | \$ 1,000,000                                       | \$ 1,000,000   | \$ 1,000,000                  | \$ 1,000,000  | \$ 1,000,000                      | \$ 1,000,000         | \$ 1,000,000                                   |
| <b>WORKER'S COMP. &amp; EMPLOYER'S LIAB.</b>                              | STATUTORY  | STATUTORY  | STATUTORY                     | STATUTORY   | STATUTORY                         | STATUTORY            |  |
| <b>DISABILITY BENEFITS</b>  | STATUTORY  | STATUTORY  | STATUTORY                     | STATUTORY   | STATUTORY                         | STATUTORY            |  |
| <b>PROFESSIONAL LIABILITY</b>   |  |  | \$ 1,000,000                  |   |                                   |                      |  |
| <b>CITY OF DUNKIRK TO BE NAMED<br/>ADDITIONAL INSURED ON ALL POLICIES</b> | GL-AL<br>EXCESS                                    | Broad Form Vendors<br>May Be Required                    | GL-AL<br>EXCESS PROF.         | GL-AL<br>EXCESS   | GL-AL<br>EXCESS                   | GL-AL<br>EXCESS      | GL-AL<br>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](mailto: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 10<sup>th</sup> 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 10<sup>th</sup> 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](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](mailto: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](mailto: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, 35<sup>th</sup> Floor  
New York, NY 10017

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