**BID & PROPOSAL**

FOR DEMOLITION OF

**3032 Birch Ave**

**Town of Niagara, NY 14305**

**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, January 24th, 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 asbestos containing materials on site. Contractor shall be responsible for all legal notifications and for obtaining appropriate permits for abatement and disposal.
* 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 provide before and after time/date stamped photos of sidewalk and property.
* 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 County 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 shall secure the demolition site with fencing and have water supply on hand to control dust.
* The Contractor will demolish all buildings, structures, and driveways on, in, or upon the Property.
* 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 fill the foundation pit with appropriate materials. The foundation pit shall not be filled with debris. Any proposed fill must be approved in advance by the Land Bank. Fill cannot include organic materials that will decompose and settle. Fill cannot include construction debris other than concrete or stone. Fill must be compacted to minimize settlement. Contractor shall regrade the lot to existing contours plus 10 inches to account for settlement.
* Foundation walls must be removed to three feet below grade. The Contractor must ensure that basement floors are broken up to allow for drainage.
* The Contractor must contact the local municipal building inspector and land bank for inspection before filling the foundation pit.
* The remaining foundation pit shall be filled with material not larger than 12 cubic inches up to two feet below grade. Clean dirt fill shall be placed above, any rocks contained can be no larger than four cubic inches.
* The Contractor will finish grade the land on the Property so that there is no standing water on the Property or adverse drainage impacts to adjacent Property. The Contractor will add sufficient topsoil and will ensure that the Property is free of rocks and other items that would prevent grass growth. The Contractor must ensure that there is a minimum of 4” of clean, screened topsoil free of any stones large enough to impede grass growth or that might damage or be thrown by a lawnmower covering the whole site.
* The Contractor must contact the Land Bank for inspection before proceeding with hydroseeding.
* The Contractor will apply hydroseeding in a mix appropriate for local condition that would grow grass and prevent erosion. Hydroseeding shall be applied at a minimum rate of 5 pounds per 100 square feet. The driveway must be removed of all blacktop and gravel to support grass growth.
* Grading/Seeding must be completed within 30 days of pulling the demolition permit unless impossible due to inclement weather.
* The Contractor will exercise caution so as to not to damage any pedestrian sidewalk. If a sidewalk is damaged, the Contractor must repair or replace the damaged portion in a timely manner and prior to the Completion Date. Contractor will provide before and after time/date stamped photos of sidewalk and property.
* 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

|  |  |  |  |
| --- | --- | --- | --- |
|  | Cost of Demolltion (minus debris haul away) | Cost to haul away debris | # of days needed for air monitoring |
| 3032 Birch Ave |  |  |  |

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:

1. 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.
2. 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,
3. 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2023

*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, Thursday, January 24th, 2024. We anticipate our board of directors will authorize us to contract for these jobs on Friday, January 26th, 2024. 3032 Birch Ave must be demolished by Friday, March 1, 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:

1. 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.
2. Commercial Liability Umbrella coverage with limits of liability not less than Two Million Dollars ($2,000,000.00).
3. Comprehensive Automobile Liability coverage with limits of not less than One Million Dollars ($1,000,000.00) per accident.
4. Workers' Compensation and Employers' Liability in form and amounts required by law.

The Land Bank (NORLIC). shall be named as an additional insured on the policies required by subparagraphs (a) and (b) above. 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 Contractors 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.

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. If weather prevents the completion of the grading and seeding a 5% hold back will be held until weather permits completion.

Submission:

Bids must be submitted by 2:00 PM, Wednesday, January 24th, 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.