

MINIMUM SPECIFICATIONS FOR
DEMOLITION AND REMOVAL OF A SINGLE STORY STRUCTURE ON A
RESIDENTIAL LOT WITHIN CITY OF OLEAN

412-R Thirteenth St. N.

FOR

CITY OF OLEAN
101 East State Street
Olean, NY 14760

April 15, 2019

ADMINISTERED BY:
CITY OF OLEAN
CODE ENFORCEMENT DIVISION

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City of Olean Dept. of Fire, Buildings and E.S



Code Enforcement Division
Olean Municipal Building, Rm. 212
101 E. State St.
Olean, New York 14760
716-376-5683, 716-376-5707 (fax)

ADVERTISEMENT FOR BIDS

Sealed bids for **Demolition and Removal of 412-R Thirteenth St. N.**, according to specifications, will be received by the undersigned, at the Code Enforcement Division, 101 E. State St., Room 212, Olean, New York, until **Friday, April 26, 2019 at 1:45 p.m.** after which they will be publicly opened at **2:00 p.m. in Room 212**, by the undersigned, under the direction of the Code Enforcement Department in the City of Olean. Each bid, at the time it is received, will be stamped showing date and time of receipt.

ALL BIDS MUST BE SEALED AND CLEARLY MARKED: Any bid not clearly marked will not be considered.

Codes #03-19- Demolition and Removal of house.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available **April 15, 2019**, and may be secured from City of Olean Code Enforcement Office, 101 East State Street, Room 212, Olean, New York 14760, phone the Code Office at (716) 376-5683 or email codes@cityofolean.org.

All bids must be sent or delivered to City of Olean, Code Enforcement Division, 101 East State Street, Olean, NY 14760. Attention: Edward Jennings.

All bids must be accompanied by a NON-COLLUSIVE BIDDING CERTIFICATE and Bid Bond in the amount of 10% of bid total. All substitutions are to be submitted at time of bid as per the contract documents. No substitutions will be considered after the bid date. Any bid submitted without such certification and bid bond will not be accepted. Any bid not meeting ALL specifications will not be considered. City of Olean reserves the right to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

Edward Jennings
Code Enforcement Supervisor
Olean Municipal Building
101 East State Street, Room 212
Olean, New York 14760

INSTRUCTIONS TO BIDDERS

1. BID DEPOSIT:

For a bid amount of \$10,000 or LESS a certified check for Five Hundred dollars (\$500) must be submitted with the bid. For a bid amount GREATER than \$10,000 a BOND or certified check for ten percent (10%) of bid amount must be submitted with the bid. The undersigned agrees that the bid security may be retained by the city until contracts have been signed and Performance Bonds have been delivered to the City. Should the successful bidder to whom the bid is awarded fail to execute the agreement submitted by the City in accordance with the formal bid and other contract documents and to furnish the required performance bond within fourteen (14) calendar days after the notice of award, the certified check or the bid bond amount shall be forfeited to the City as liquidated damages caused by such failure.

2. PERFORMANCE BOND.

The successful bidder or bidders shall, within two weeks after notice of the award, enter into a contract with the City of Olean and furnish a performance bond and a payment bond each in the amount equal to the full amount of the Contract. The Performance Bond and Payment Bond must be in a format acceptable to the City of Olean Attorney.

3. BID FORM

Bid shall be submitted on these City of Olean bid forms or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. All blanks must be filled in with required information or, if a bid item, the designation N/B (no bid).

4. CHANGES

Any change in wording or interlineation by a bidder of the inquiry as published by City of Olean shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. INFORMALITIES

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. The contract award will be made to the responsible bidder submitting the lowest acceptable bid. Conditional bids will not be accepted.

6. BID TIME

Any bid may be withdrawn prior to the above scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time specified shall not be considered.

7. INVESTIGATIONS

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

8. BID ENVELOPE

Each bid must be submitted in a sealed envelope clearly marked as to contents therein, bearing on the outside the name and address of the bidder. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope labeled as specified.

9. NON-COLLUSIVE CERTIFICATION

Non-collusive bidding certification shall be made by each bidder in the form provided and shall be submitted as a part of the bid. Bids submitted without non-collusive bidding certification will be considered irregular and may be rejected by the City.

10. CONTRACT AWARD

Contract(s) or purchase order(s) will be awarded after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed delivery date.

11. REFERENCES

A list of references, including at least one reference located in Western New York, for whom the bidder has done work in the past must accompany the bid.

12. EXECUTORY CLAUSE

This executory clause shall be a part of any agreement entered into pursuant to this bid:

It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the City of Olean and appropriated therefore, and no liability on account thereof shall be incurred by the City beyond the monies available and appropriated for the purpose thereof.

13. DELIVERY SCHEDULE

Failure to meet delivery schedule as per accepted bid may result in legal action by City of Olean to recover damages.

14. PRICES

Prices shall be quoted F.O.B. destination, delivered inside and installed, or as otherwise specified in these specifications. "Tailgate delivery" will not be accepted unless specified by the City.

15. TRANSPORTATION CHARGES

Collect transportation charges will not be paid by the City. All freight, cartage, rigging, postage or other transportation charges shall be prepaid, unless otherwise stated in the Detailed Specifications herein.

16. TAXES

No taxes are to be billed to the City. Bid shall not include any Federal, State, or local excise, sales, transportation, or other tax unless Federal or State law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which the City is not exempt shall be listed separately as cost elements, and added into the total net bid.

17. COMPLIANCE WITH LAWS

The successful bidder shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

HAZARD COMMUNICATION. In complying with the above laws, rules and regulations, and pursuant to 12 NYCRR Part 820 and Section 876 of the Labor Law, it is the responsibility of the City to provide the successful bidder with the following information:

- (a) the Safety data sheets (SDS) for any hazardous chemicals to which employees may be exposed will be made available,
- (b) the telephone numbers of plant personnel who are to be contacted in the event of a chemical spill or accident, and,
- (c) emergency procedures in the event of a fire or spill.

SAFETY DATA SHEETS. The successful bidder shall be responsible for the provision of the SDSs to the City prior to introducing hazardous materials onto the site, assuring compliance before work is started, and disseminating any information to City employees concerning significant chemical hazards that the successful bidder is bringing to the City's workplace. The SDSs will be obtained from the successful bidder for all hazardous materials prior to bringing the materials on the site. These SDSs will be maintained by the City as long as those materials are present. It is the responsibility of the successful bidder to train its own employees.

19. DISCRIMINATION

The successful bidder agrees:

- (a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

- (b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;
- (c) that there may be deducted from the amount payable to the contractor by the City under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- (d) that this contract may be canceled or terminated by the City and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- (e) the aforesaid provisions of this section covering every contract for or on behalf of the City of Olean for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
(N.Y. State Labor Law Article 8 Section 220-e)

20. WAGE RATES

Construction, reconstruction, or repair contracts for public work are subject to prevailing wage rates, as established by the State of New York Department of Labor. The successful bidder on any contract for public work to which the provisions of the New York State Labor Law Article 8 apply agrees that:

- (a) No laborer, workman or mechanic in the employment of the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property.
(Section 220, subd. 2, N.Y. State Labor Law)
- (b) Each laborer, workman, or mechanic employed by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be paid not less than the hourly prevailing rate of wage and provided supplements not less than the prevailing supplements as designated by the New York State Industrial Commission. (Section 220, subd. 3, N.Y. State Labor Law)

A schedule of prevailing hourly wage rates is attached to this packet.

21. CONTRACT ASSIGNMENTS

The bidder shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title or interest in the contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Chairman of the Cattaraugus County

Legislature.

22. ADDITIONAL INFORMATION

Any additional information which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

23. WORKMANSHIP

Workmanship must meet with the approval of the department head or heads involved, and shall be first class in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what state of completion may be rejected and shall be made good by the contractor at his own expense.

24. HOLD HARMLESS

The successful bidder to whom the bid is awarded shall indemnify and hold harmless the City of Olean and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

25. BID VALIDITY

This bid is firm and irrevocable for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice of his intention to do so upon the City of Olean Code Enforcement Office. Upon withdrawal of the bid pursuant to this paragraph, the City will forthwith return the bidder's security deposit.

26. CONTRACT INTEREST

No official, or employee of the City, who is authorized in such capacity, and on behalf of the City, to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving this contract shall become directly or indirectly interested personally in this contract or in any part hereof. No officer or employee of, or for the City, who is authorized in such capacity, and on behalf of the City, to exercise any supervisory, administrative, or other function, in connection with this contract, shall become directly or indirectly interested personally in this contract or any part hereof.

27. OTHER CUSTOMERS

Prices charged to the City of Olean are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and supply a copy of this contract within 5 days if so requested by the City.

28. PRICE IS FIRM

The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid with the exception of the asphalt, diesel fuel, kerosene and gasoline bids, which are permitted escalator prices in accordance with the detailed specifications for those products. No cost increase shall be charged for any reason whatsoever.

29. BIDDER AFFIRMATION

In executing this bid, the bidder affirms that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

30. INSURANCE

The (Contractor, Vendor, etc.) shall secure and maintain, at its own cost and expense, insurance coverage specified in Appendix (A) attached hereto, complying with Classification "(selected on form)", with insurance companies licensed in the State of New York. The City of Olean must be named as an additional insured for purposes of coverage, but not for payment of premium. The (Contractor, Vendor, etc.) shall file a certificate of insurance with the City of Olean covering all acts performed by the (Contractor, Vendor, etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All Certificates of Insurance shall provide that the City of Olean be given thirty (30) days' notice prior to non-renewal or cancellation of these policies. **Certificate of Insurance shall be furnished by the bidder within five (5) days of the "Intent to Award" and prior to signing of contract.** Failure to supply a satisfactory certificate within five (5) days after the "Intent to Award" may result in the cancellation of award and for the forfeiture of the Contractor's bid security, in the sole discretion of the City.

31. STATE CONTRACTS:

The City reserves the right to purchase the commodity being bid, from State Contract when it is most beneficial to the City to do so.

32. LITIGATION:

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

33. MUNICIPAL EXTENSION:

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who

meet(s) all the terms of the specifications. The City guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The City of Olean reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods (materials and equipment) and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104 and Local Law 4.5 of the City of Olean. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract between the City of Olean and the vendor.

34. IRAN DIVESTMENT ACT OF 2012:

Iran Divestment Act of 2012 shall be made by each bidder on the form provided and shall be submitted as a part of the bid. Bids submitted without Iran Divestment Act of 2012 form will be considered irregular and may be rejected by the City.

35. Liquidated Damages

For each calendar day, or any portion thereof, that any work remains uncompleted after the contract completion date specified in the contract agreement, Liquidated Damages from the contract completion date to the final date of completion of the work will be assessed against the Contractor. Liquidated Damages will be assessed not as a penalty, but as liquidated damages; provided however that due account shall be taken of any adjustment of the contract time for completion of the work as provided for elsewhere in the specifications.

Liquidated damages will be in the amount of 1% of the contract bid on a per calendar day basis.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended, will in no way constitute a waiver on the part of

the City of any of its rights under the contract.

36. PAYMENTS

The City shall make payments on the account of the Contract as follows:

- (a) Upon request from the Contractor, the City will review and approve statements prepared by the Contractor for the total quantity of work properly completed by the Contractor as of a specified date noted on the statement. No such statement, however, will be reviewed by the City within one month after the start of Work under contract, or at intervals of less than one month. The City will pay the Contractor 95% of the amount of each statement, less prior payments, forty-five (45) days after approval of the statement. Neither statement nor payment shall mean that any Work is accepted. The statements should be based on the percent complete of each subtask noted in the Itemized schedule.
- (b) The 5% of the value of completed Work withheld from the Contractor will be paid to the Contractor by the City upon: (1) the completion of all Work to the satisfaction of the City; and (2) the Contractor has filed with the City a certification of payment of all labor and materials and certificate of release of liens in connection with this agreement.
- (c) The City reserves the right, at any time, to modify or change the Plans or Specifications as deemed necessary and the Agreement shall not be invalidated thereby, however;
- (d) If the Contractor considers that he is being required to perform extra work for which no Change Order has been issued, then he shall serve Written Notice upon the City prior to such extra work is performed. On failure to serve this Notice, all rights of the Contractor to be paid therefore shall be forfeited.

MINIMUM SPECIFICATIONS FOR DEMOLITION AND REMOVAL OF AN EXISTING STRUCTURE

GENERAL: It is the intent of these specifications to describe the need of the City of Olean for the demolition and removal of a structure within City of Olean.

Description of Property:

412-R N. Thirteenth Street: one-story house approximately 805 square feet with no basement, and a 4 x 4 covered porch. There is a 23 x 10 aluminum shed located on the lot.

A **controlled demolition** will be required in accordance with Industrial Code Rule 56. The property is served by municipal (City of Olean) sewer and water, which will be disconnected by the city.

Results of Asbestos Inspections:

No asbestos survey will be performed. This will be a controlled demotion.

A **Lump Sum Bid** can be submitted for 412-R North Thirteenth Street.

1) **SCOPE OF WORK:**

- A. The successful bidder shall remove from any and all structures including, porch(s) and shed(s). Removal of the structures is to include all interior furnishings, windows, rubbish, garbage, appliances, fixtures, plumbing, heating systems, wiring, etc. The bidder will also be responsible for protection of existing structures on adjacent lots, removing combustible materials, debris and garbage from the entire site, removing existing foundation to a point 2-feet below the finished grade, grading of the building footprint, filling the partial basement or any graded area with compacted bank run gravel to meet the existing grade, final grading to blend into existing grade, placing 4 inches of topsoil, seeding, protecting existing trees, utilities and other items that are to remain. The successful bidder shall be responsible for protection of existing utilities at the site.
- B. Each bidder shall visit the site where the structures are located, and thoroughly inform himself/herself of all conditions and factors which would affect the prosecution and completion of the work and the costs thereof, including the arrangement and conditions of existing or proposed structures affecting, or which are affected by, the proposed work, such as surface utilities.
- C. The successful bidder is to provide all materials, labor, and equipment to complete the removal of structure(s).
- D. The successful bidder shall work with the Code Enforcement Division to obtain the demolition permits for the project from the Code Enforcement Division. The cost of the permit shall be the contractor's responsibility.

The successful bidder shall also be responsible for obtaining all other required permits. The successful bidder shall be required to contact the City of Olean Department of Public Works and obtain proper permits to replace any damaged sidewalks caused by the demolition of such structures.

- E. The successful bidder shall be responsible for obtaining any permit and for making any notification from or to the New York State Department of Labor- Asbestos Control Bureau. The Successful bidder shall also be responsible for any costs or fees associated with the asbestos permits and/or notifications.
- 2) **COMPLETION DATE:** All work shall be completed by **May 31, 2019**
- 3) **MAINTAINING TRAFFIC:**

- A. The successful bidder will not close or obstruct streets, roads, or store materials on sidewalks, alleys, passageways or rights of way without proper permits.
- B. The successful bidder will conduct his/her operations with a minimum interference with roads, streets, driveways, alleys, sidewalks and other means of ingress and egress.
- C. The successful bidder will provide, erect and maintain lights, barriers, and other items as may be required to maintain traffic, or as required by local ordinances.

4) PROTECTION:

- A. The successful bidder shall protect adjacent property against damages which might occur from falling debris or other cause.
- B. The successful bidder shall take precaution to guard against movement, or settlement of adjacent buildings. The successful bidder will provide and place bracing and shoring as required. If at any time the safety of adjacent structures appears to be endangered, the successful bidder shall cease operations and notify the Code Enforcement Division immediately.
- C. If additional shoring or bracing is required, it shall be furnished by the successful bidder without additional cost to the City.
- D. The successful bidder shall maintain access to and from adjacent property.

5) UTILITIES REQUIRED DURING CONTRACT PERIOD:

Any utilities and services necessary for the completion of the work shall be installed by, or for the successful bidder, at his/her expense, and shall be removed when no longer required.

6) PRIVATE PROPERTY:

The successful bidder shall not enter upon private property for any purpose without obtaining permission, and he/she 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 successful bidder shall use suitable precautions to prevent damage to pipes, conduits, and to other underground structures, and shall protect carefully from disturbance or damage to all monuments and property marks, until an authorized agent has witnessed, or otherwise referenced, their location and shall not remove them until directed.

7) REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES:

At the termination of this contract, before acceptance of the work by the City, the successful bidder shall remove all of his/her equipment, tools and supplies from the property of the City. Should the successful bidder fail to remove such equipment, tools and supplies, the City shall have the right to remove them at the successful bidder's expense.

8) ADJOINING PROPERTY:

- A. The successful bidder shall be fully responsible for any and all damage or injury to property outside of the project site caused by his/her work.
- B. The City shall be relieved of any and all responsibility from any claims due to such injury or damage, and the successful bidder shall defend any action of law at equity brought by reason thereof.

9) BARRICADES AND SIGNS:

The successful bidder shall provide an adequate safety fence and sign(s) and take all necessary precautions for

the protection of the work and the safety of the public.

STRUCTURES TO BE DISASSEMBLED:

1) **REMOVAL OF ASBESTOS CONTAMINATED MATERIALS:**

Any asbestos encountered shall be handled according to the latest Federal, State, and local regulations for demolition and removal of asbestos contaminated materials including but not limited to New York State Industrial Code Rule 56 (12 NYCRR 56).

2) **DEMOLITION PROCEDURE:**

- A. All asbestos containing material identified in the attached Asbestos Surveys shall be removed and the site certified as cleared.
- B. Material and debris resulting from the demolition shall be removed from the premises as rapidly as possible by the successful bidder.
- C. No combustible material shall be allowed to remain within, or to be used to fill, any basement area or other subsurface void or vault.
- D. The basement walls and other foundations shall remain as stated above.

3) **SALVAGE OR DISPOSAL:**

- A. The successful bidder shall be entitled to all materials. All piping, conduits, cables and other equipment belonging to public service companies shall not become the property of the successful bidder, unless abandoned by the various companies owning or controlling the same.
- B. All disassembled materials become the property of the successful bidder, unless otherwise indicated and shall be promptly removed from the site.

4) **AIR MONITORING:**

The city shall be responsible for obtaining the air monitoring for the project where necessary. The Contractor shall inform the City seventy two (72) hours before the need for air monitoring service. The Contractor shall not engage in any work requiring air monitoring until the air monitor technician is on site and ready to perform the required measurements.

PAYMENT:

Payment will be made after work is completed, accepted by the Code Enforcement Division, and a voucher submitted to the Code Enforcement Division.

INSURANCE:

The successful bidder shall provide insurance in accordance with the enclosed form with minimum insurance coverage Type "A – Construction & Maintenance".

SITE INSPECTION:

The exterior of the structures can be inspected at any time during the bidding. Interior inspection of the structures will be done by appointment only.

To schedule an appointment please contact Edward Jennings, Code Enforcement Division (716) 376-5683.

AWARD PROCEDURE:

Lump Sum Bid

The City shall award the maximum number of projects as budgetary constraints will allow to the lowest responsible bidder. The order of the award(s) will be based on budgetary constraints and determined by the City.

BID FORM

Lump Sum Bid for: 412-R Thirteenth St. North, Olean \$ _____

FOR ANY PROJECT REQUIRING THE REMOVAL OR MITIGATION OF ASBESTOS MATERIALS THE BIDDER OR SUBCONTRACTOR TO THE BIDDER MUST SUBMIT WITH THE BID, A COPY OF ITS VALID NEW YORK STATE ASBESTOS CONTRACTOR'S LICENSE.

NOTE: By signing this bid form and submitting a bid, the bidder acknowledges that they have read, understand and agree to all aspects of this document as presented. Conditional bids will not be accepted.

NAME OF FIRM _____ SIGNATURE _____

Federal ID No. _____ PRINT/TYPE _____

NAME: _____

ADDRESS _____ DATE _____ PHONE NO. _____

IF PAYMENT IS TO BE MADE TO OTHER THAN THE ABOVE NAMED COMPANY, PLEASE FILL IN COMPANY NAME AND ADDRESS HERE.

LOCAL LAW CHAPTER LL4.5 CITY OF OLEAN, NEW YORK

A LOCAL LAW ESTABLISHING UNIFORM GUIDELINES FOR DETERMINING
THE RESPONSIBILITY OF BIDDERS

BE IT ENACTED by the Common Council of the City of Olean ("the City"), as follows:

Section LL4.5-1. Legislative Intent.

It is the intent of this article to enhance the City's ability to identify the lowest responsible bidder on public works construction projects by instituting more comprehensive submission requirements and an evaluation system which is in compliance with New York State General Municipal Law. The City, based upon its experience, has determined that quality workmanship, efficient operation, safety, and timely completion of projects are not necessarily assured by awarding a public works contract solely on the basis of the low price. This article establishing uniformity of guidelines for determining the responsibility of bidders will assure efficient use of taxpayer dollars, will promote public safety, and is in the public interest.

Section LL4.5-2.1. Public Works.

For purposes of this article, the term "public works" shall mean the following: any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, moving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any public building, structure, highway, roadway, street, alley, bridge, sewer, drain, ditch, sewage disposal plant, water work, parking facility, railroad, excavation, or other project, development, real property, or improvement, or to any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project or development, real property or improvement herein described of any material or article of merchandise, which is paid for out of public funds in an amount exceeding \$250,000. The term also includes any public works leased by the City under a lease containing an option to purchase exceeding the threshold of \$250,000 established hereby

Section LL 4.5-2.2 Responsible Bidder Questionnaire.

(a) New York State Vendor Responsibility Questionnaire. Before a public works contract may be awarded pursuant to General Municipal Law § 103, contracting officials shall determine the responsibility of potential contractors and subcontractors by reviewing uniform questionnaires submitted by each contractor and subcontractor for the project. All bidders are required to submit the New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) form (hereinafter "uniform questionnaire") with appendices A, B, and C to ascertain information as to integrity, responsibility and competence.

(b) List of subcontractors. Each bidder shall submit a list of the subcontractors used in the calculation of the bid upon submission of the uniform questionnaire.

(c) Conformity by subcontractors. Subcontractors shall complete the uniform questionnaire and meet the same responsibility standards as contractors to be eligible to work on public work contracts. Questionnaires shall be completed by subcontractors no later than the time and date of the award. The City reserves the right to reject the bid on the basis of unsatisfactory questionnaire responses by a subcontractor designated to perform work by the bidding general contractor.

Section LL4.5-2.3. Requirements.

All general bidders and sub-bidders (including sub-sub bidders) for construction projects funded by the City of Olean as set forth above in § LL4.5-2 shall, as a condition of the bid, agree, in writing, that they shall comply with the obligations established by this article.

(1) The City shall require that all bidders fill out the uniform questionnaire in order to ascertain the financial responsibility, accountability, reliability, skill, judgment, and integrity of the apparent lowest bidder.

(2) The City shall utilize the Guidelines for Responsibility Determinations as set forth in Executive Order No. 170 (9 NYCRR 4.170) in evaluating the responsibility of contractors and determining the lowest responsible bidder.

(3) Contractors and all subcontractors shall properly classify their workers as employees rather than as independent contractors, unless those workers meet the definition of "independent contractor" as defined by the Internal Revenue Service, and shall treat said employees accordingly for purposes of workers compensation insurance coverage, unemployment insurance, employment taxes, and social security taxes.

(4) The contractors and all subcontractors shall require each employee to sign in and out at the beginning and end of each day, and list next to his or her name his or her craft, and to provide such information to the City Director of Public Works ("the Director") on a biweekly basis. Such information shall be kept in the Commissioner's office for a period of three years, and copies of same shall be made available to the public immediately upon Freedom of Information Law (FOIL) request.

Section LL4.5-2.4. Procedure.

(a) The Director, or other department head soliciting public works bids, shall distribute to all bidders a copy of this article and the uniform questionnaire, and thereafter collect from bidders all information required by this article, and keep such information in his/her offices for a period of three years, review of which will be made available to the public.

(b) If a bidder fails or refuses to provide all the information required by this article, or provides false information, the bidder's bid will be rejected at the bid opening.

(c) The Director shall post a list of the three low apparent bidders on the City of Olean website five days after the bid opening.

(d) If the apparent lowest bidder is deemed not responsible, then the next lowest bidder will be reviewed and so on until the lowest bidder is deemed responsible and selected as the lowest responsible bidder. In the event a bidder fails to furnish the requested information, the bidder shall be deemed disqualified and determined to be not responsible, and the next lowest bidder shall become the apparent lowest bidder.

(e) Not later than five calendar days prior to a final determination that the apparent lowest bidder is not responsible, the City will notify the party of same, in writing, stating the reasons and setting forth a reasonable time, date and place for the apparent low bidder to appear and be heard.

(f) If the bid of the lowest responsible bidder appears disproportionately low when compared with estimates obtained by or on behalf of the City and/or compared to other bids submitted (10% or greater disparity), the City reserves the right to inquire further of the apparent lowest bidder to determine

whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

(g) If a bidder is found to have willfully violated New York Labor Law § 220 within the previous five years, that bidder shall automatically be deemed "not responsible," and his bid shall be rejected unless the Commissioner, subject to review by the Public Works Committee of the Olean City Legislature, determines otherwise. Otherwise, based on all of the information collected pursuant to this article and any other factor deemed relevant, the Commissioner of Public Works, or other department heads soliciting public works bids, shall determine if the apparent lowest bidder is in fact responsible.

(h) Credit toward bid award. The following criteria shall be used as a credit toward a bid determining the lowest responsible bidder. If the City applies any credit(s) towards a bid, the credit(s) will not reduce the amount of a contract. EXAMPLE: \$1,000,000 bid received a \$50,000 local bidder credit. For purposes of determining the lowest bidder, the contractor's bid is \$950,000. However, the contract price will remain \$1,000,000.

(1) The City shall apply a credit equal to 5% or \$50,000, whichever is less, based on the local bidder's bid. A local bidder is an individual or business entity that establishes it has a place of business located in the county where the work is to be performed for at least one year prior to the deadline for submitting bids, and can demonstrate for one year prior to the deadline for submitting bids that it has paid a minimum of \$5,000 in sales tax in the county where the work is to be performed. In the event a local bidder does not bid on the project, a bidder that establishes it has a place of business located within an adjacent county in New York where the work is to be performed for at least one year prior to the deadline for submitting bids will receive a credit equal to 1%, or \$10,000, whichever is less; and

(2) The City shall apply a credit equal to 2% or \$20,000, whichever is less, towards the bid of a bidder with a local workforce. "Local workforce" means at least 25% of the bidder's construction employees reside in the county where the work is to be performed or in a county adjacent to the county where the work is to be performed. The bidder is not required to have a place of business in the county where the work is to be performed for this credit to apply.

(3) It is the sole responsibility of the bidder to request the credit based upon any of the above criteria.

Section LL4.5-2.5. Incomplete submissions by bidders and subcontractors.

It is the sole responsibility of the contractor to comply with all submission requirements at the time it submits its bid to the City. The submission requirements also apply to all subcontractors, except that the contractor shall submit all subcontractor questionnaires to the City of Olean no later than the date and time of the contract award. Contractor and/or subcontractor submissions deemed nonresponsive will result in automatic rejection of the bid.

Section LL4.5-2.6. Sanctions.

(a) Any bidder or subcontractor bidder who fails to comply with any of the obligations described as determined by the Commissioner may, in the sole discretion of the City, and only following an opportunity for the bidder to be heard, be subject to one or more of the following sanctions:

- (1) Temporary suspension of work on the project until compliance is obtained; or
- (2) Withholding by the City of payment due under the contract until compliance is obtained; or
- (3) Permanent removal from any further work on the project; or
- (4) Liquidated damages payable to the City in an amount equal to 5% of the dollar value of the general contract.

(b) In addition to the above sanctions, any contractor or subcontractor, or principal officer who has been determined to have violated any of the provisions of this article shall be barred from performing any work on future contracts awarded by the City for six months for the first violation, three years for the second violation, and permanently for the third violation.

(c) Any sum collected as a penalty pursuant to this section shall be applied toward enforcement and administration costs.

Section LL4.5-2.8. Materiality.

The requirements of this article are a material part of the bid documents, and the contract and the successful bidder shall insert this article in all subcontracts.

Article 11. Best Value Procurement Policy

Section LL4.5-3. Purpose. The Olean City Common Council of the City of Olean hereby enacts the following article pursuant to the State of New York General Municipal Law Section 103(1) and of all other applicable laws.

Section LL4.5-4. Definition of best value.

(a) Accordingly, the City of Olean hereby authorizes the use of the best value standard as part of the City procurement policies.

(b) Best value is defined in New York State Finance Law Section 163. When awarding contracts under the best value standard, the City must consider the overall combination of quality, price and other elements of the required commodity or service that in total are optimal relative to the needs of the City of Olean. Use of the best value standard must rely, wherever possible, on objective and quantifiable analysis. The best value standard may identify as a quantitative factor whether offers are small businesses or certified minority- or women-owned business enterprises as defined in New York Executive Law Section 310. The best value standard may only be used for purchase contracts, which includes contracts for service work, but excludes any purchase necessary for the completion of a public works contract pursuant to Article 8 of the Labor Law.

Appendix A

Insurance Requirements

Non-Collusive Bidding
Certification

Legal Status Form

Bid for Performance

Bid Bond

Iran Divestment Act of 2012

1.9.7 Insurance Requirements.

Prior to award of contract the successful bidder shall supply copies of insurance certificates as follows:

1) Insurance covering claims under workers compensation, disability benefit and other similar employee benefit acts, against himself/herself or any of them, or by anyone for whose acts any of them may be liable.

2) Contractor's General Liability Insurance.:

Each Occurrence	\$ 1,000,000
Damage to Rented Premises (each occurrence)	\$ 1,000,000
Medical Expense (any one person)	\$ 5,000
Personal & Adv. Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products - Comp/Op Agg	\$ 2,000,000

3) Automobile Liability Insurance:

Combined Single Limit (each accident) \$ 1,000,000

4) Excess/Umbrella Liability:

Each Occurrence \$ 5,000,000
Aggregate \$ 5,000,000

5) Workers' Compensation and Employers' Liability:

E.L. Each Accident \$ 100,000
E.L. Disease – Each Employee \$ 100,000
E.L. Disease – Policy Limit \$ 500,000

6) Endorsements on all insurance, there shall be attached to and made, a part of every policy or certificate of insurance required hereunder, as the case may be, an endorsement stating that "The Insurance Company agrees that policy number _____ shall not be canceled or allowed to lapse until sixty (60) days after the owner has received written notice of the cancellation or change or lapse, as evidenced by return receipt or certified or registered letter, and it is agreed further that as to lapsing such notice will not be valid if mailed more than 15 days prior to the expiration date shown on this policy".

7) The certificate must name the City of Olean as additional insured.

The following statement must be subscribed by the bidder and affirmed by such bidder as true, under the penalties of perjury.

Pursuant to Section 103-d of the General Municipal Law.

NON-COLLUSIVE BIDDING CERTIFICATION

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:

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;

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

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.

(For use of individual bidder)

IN WITNESS WHEREOF, I, _____, doing business under the style and name of _____ at _____ have hereunto subscribed my name under the penalties of perjury at _____ on this ____ day of _____, 20 ____.

d/b/a _____

(For use of partnership bidder)

IN WITNESS WHEREOF, this non-collusive bidding certification has been subscribed, under the penalties of perjury, at _____ on this ____ day of _____, 20 ____, by _____ one of the partners or co-partners of the partnership composed of _____ and _____ doing business under the style, partnership, and firm name of _____ at _____.

Partnership Name

By _____
Co-Partner

(For use of corporate bidder)

RESOLVED, that _____ (name of corporation) be authorized to sign and submit the bid or proposal of this corporation for the following project _____ and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable, under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____ Corporation at a meeting of its board of directors held on the ____ day of _____, 20 ____.

Dated at _____ on this ____ day of _____, 20 ____.

(SEAL OF THE CORPORATION)

Secretary

Name of Bidder

By _____

Title

LEGAL STATUS INFORMATION

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME: _____

Federal ID No.: _____

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Telephone (____) _____ Fax (____) _____

LOCAL OFFICE:

Street _____

City, State, Zip _____

Telephone (____) _____ Fax (____) _____

CONTRACT TO BE SENT TO: Principal Office _____ Local Office _____

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 BIDDER:

Name: _____

Title: _____

Address: _____

PLEASE TYPE OR PRINT
BID FOR PERFORMANCE OF CONTRACT WITH
CITY OF OLEAN
101 EAST STATE STREET
OLEAN, NEW YORK 14760

TO: City of Olean Code Enforcement Division, Olean, New York, herein after called the City.

The undersigned, desiring to interpose a bid to provide services for **CODE BID #03-19 - Demolition and Removal of 412-R Thirteenth St. N. within the City of Olean**, for City of Olean Code Enforcement Division, does hereby accept all terms, conditions, and agreements contained and set forth in the, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Bid for Performance of Contract with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

The undersigned declares that he/she has examined all of the attached documents, and hereby proposes and agrees that, if this bid is accepted, he/she will contract with the City, such contract incorporating the provisions of the documents attached hereto, to furnish all the materials and services and do all the work specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take in full payment therefore the bid prices set forth on the preceding specification sheets.

If this proposal is accepted by the City and the undersigned fails to contract as aforesaid, within ten days (not including Sunday) from the date of notice from the City to him/her, then the City may at its option, determine that the bidder has abandoned his/her right to enter into the contract and thereupon the bid and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows: (Individuals or partnership bids only)

INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

The undersigned certifies, under penalty of perjury, that he is fully authorized to sign this bid.

Name and Address of Bidder:

Authorized Signature and Title:

Signature

Title

Date

BID BOND

Accompanying this proposal is a Certified Check, Bid Bond, cash for the amount of
\$ _____ : (10% of the total bid).

In case this proposal shall be accepted by the Common Council, and the undersigned shall fail to execute the Contract, the moneys represented by such shall be regarded as liquidated damages and shall be forfeited and become the property of the City of Olean, otherwise to be returned to the depositor.

On acceptance of this proposal for said work, the undersigned does or do hereby bind himself, herself or themselves to enter into a written Contract within 14 days of the date of notice of award, with the City, and to comply in all respect in relation to bond for faithful performance of the terms of the said Contract.

By: _____
Legal Name of Person, Firm or Corporation

Title

Date

Company

Address _____
City State Zip

Telephone

Email Address

"Iran Divestment Act of 2012"

"Iranian Energy Sector Divestment"

Pursuant to State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law §103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

The below signed bidder affirms the following as true under penalties of perjury:

- a. "By submission of this bid, the bidder identified herein and each person signing on behalf of the 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 behalf that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law."

Corporate or Company Name

By:

Signature

Title

Sworn to before me this

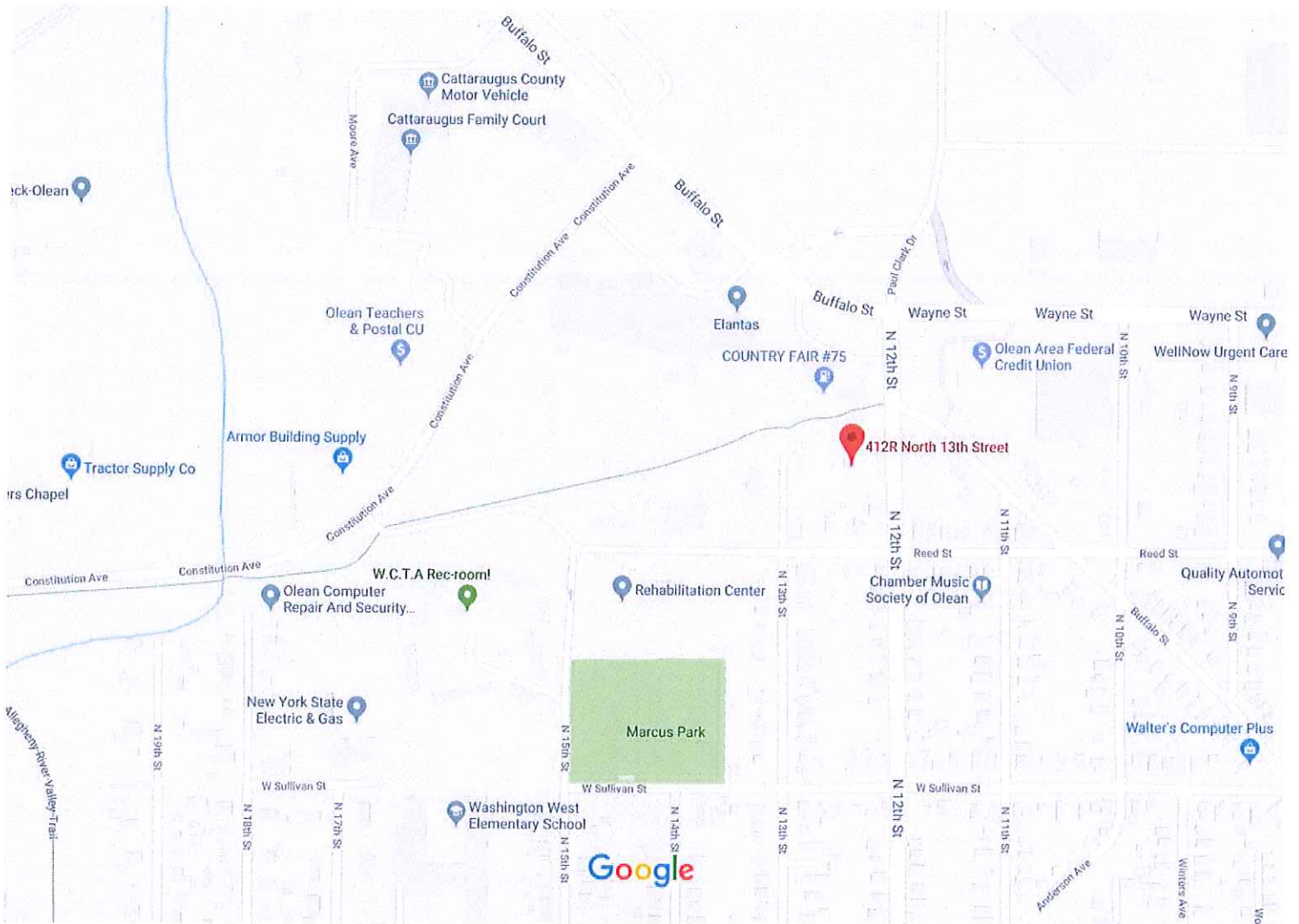
____ day of _____, 20 ____

Notary Public

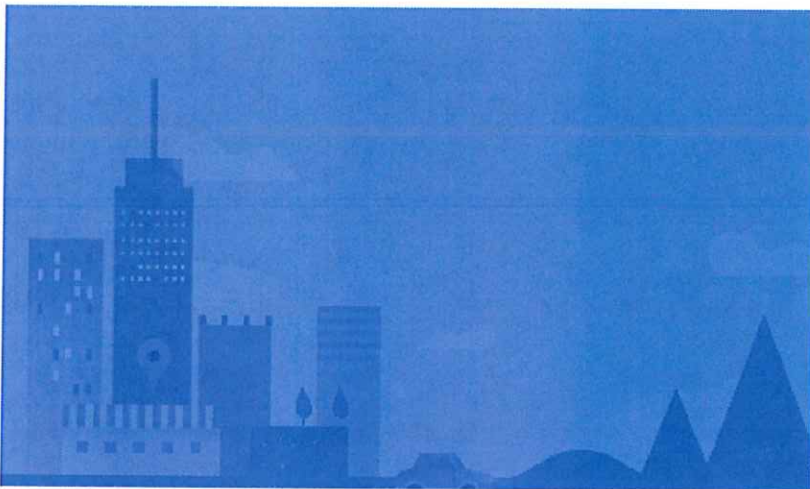
Appendix B

Location Pictures & Maps

Google Maps 412R N 13th St



Map data ©2019 Google 200 ft



412R N 13th St

Olean, NY 14760





01/17/2019 10:42



01/17/2019 10:43



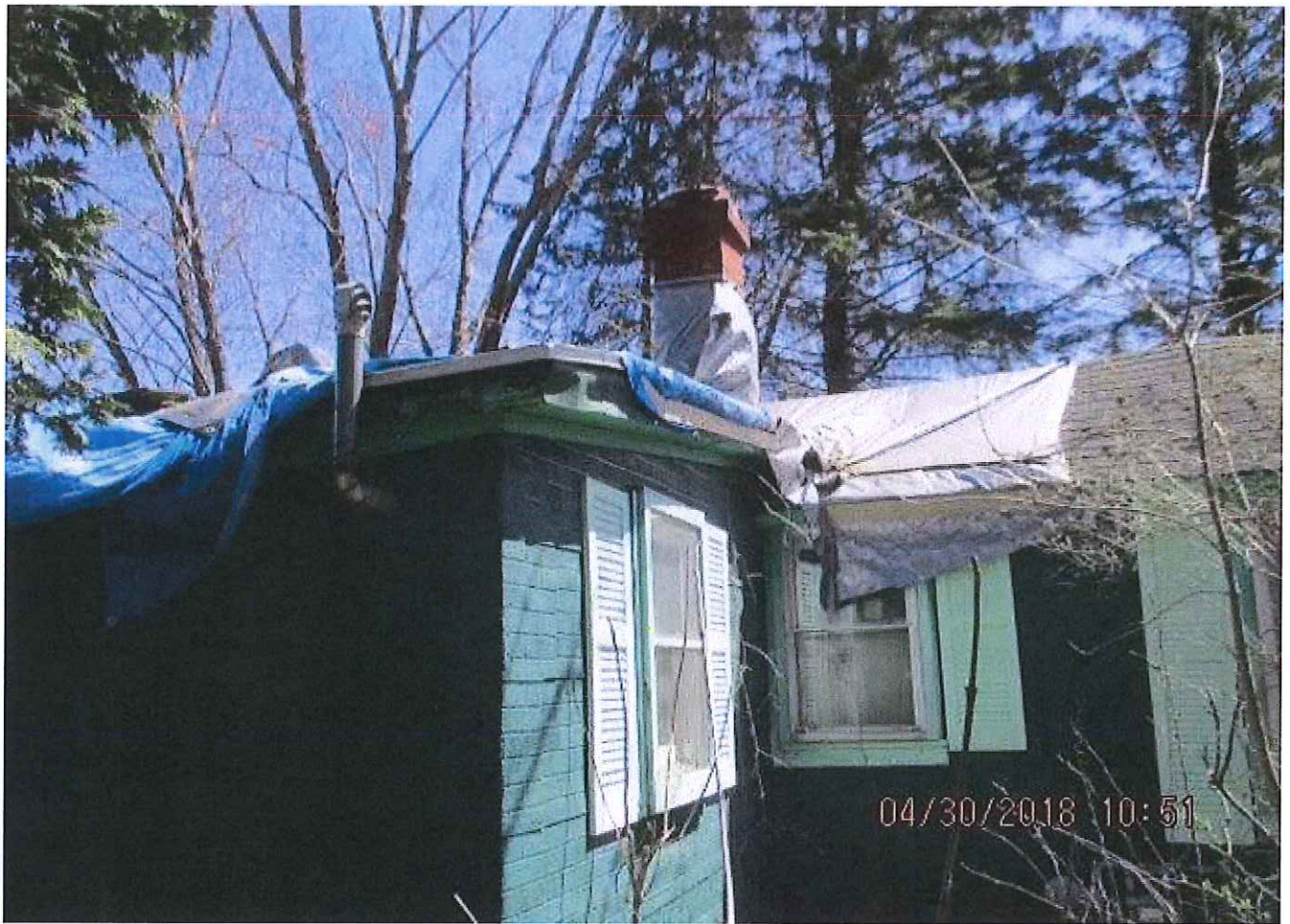




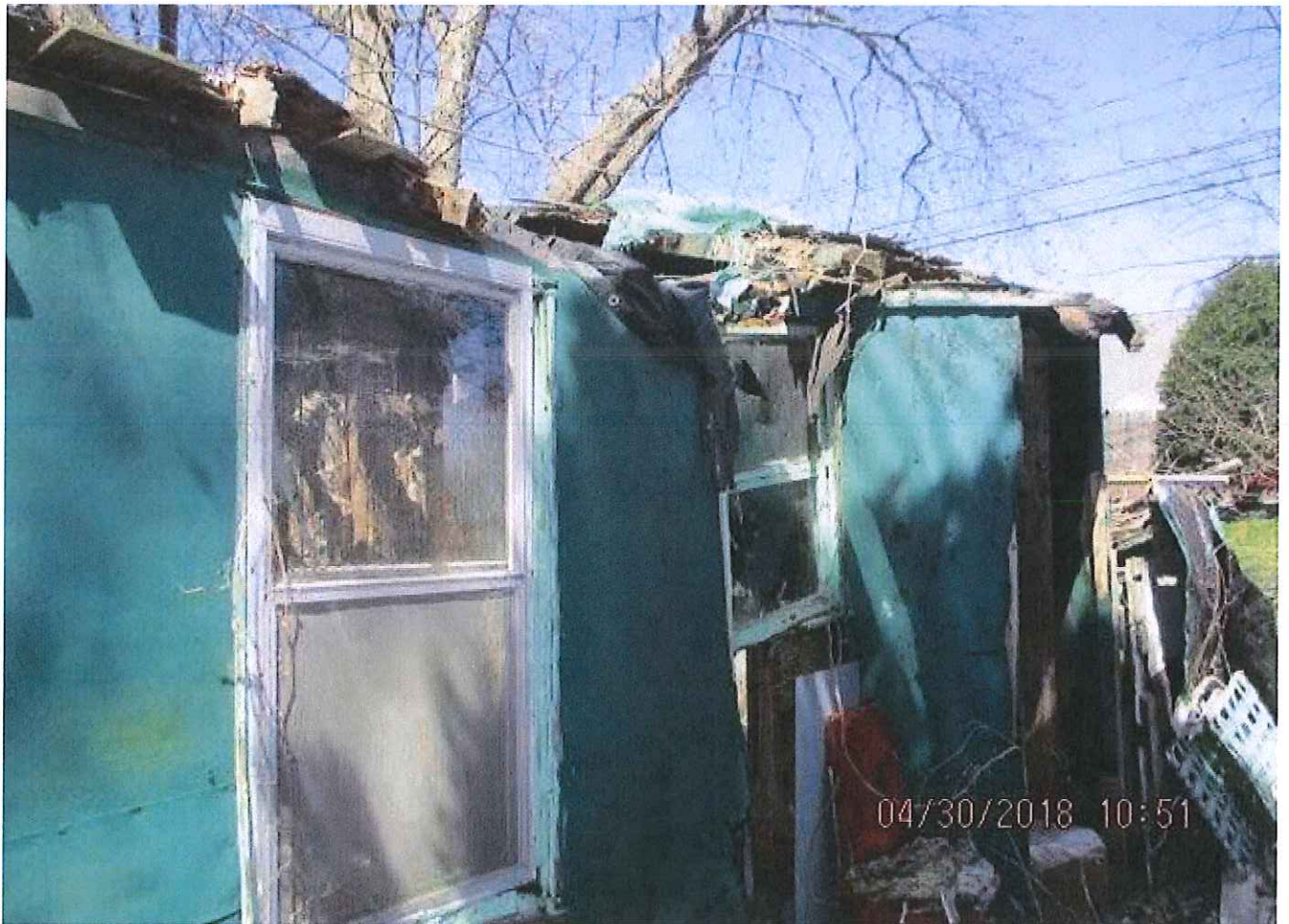
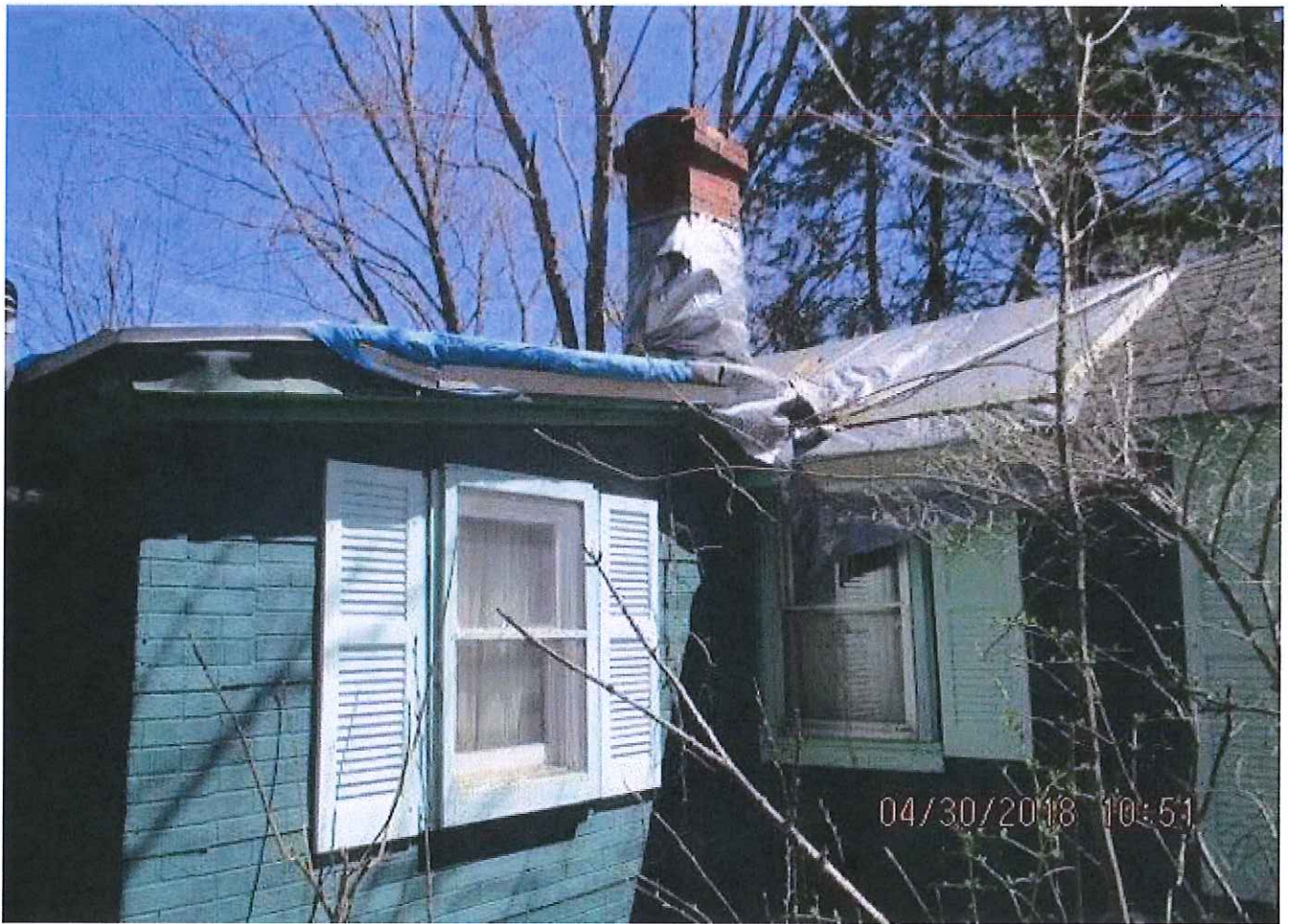














Appendix C

Letters of Condemnation

CITY of OLEAN
Dept. of Fire, Buildings and E.M.S.
Code Enforcement Division
Olean Municipal Building, Room 212
P.O. Box 668, 101 E. State Street
Olean, New York 14760
Phone: 716-376-5683
Fax: 716-376-5707

March 29, 2019

REPORT AND RECOMENDATION

RE: 412-R Thirteenth Street N., City of Olean; Tax Map ID # 94.056-2-3

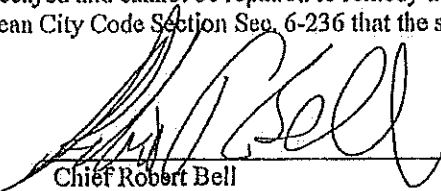
The main structure and the large shed on the premises has been designated a Dangerous Buildings pursuant to Olean City Code Chapter 6, Article V, Sec. 6-236 the structure has been found to have defects that endanger the health safety and welfare of the public.

Specifically the following violations were found to exist:

1. The interior walls or other vertical structural members list, lean, or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base;
2. There is 25% or more of damage or deterioration of the supporting members and 50% of damage or deterioration of the non-supporting outside walls or covering.
3. There exists improperly distributed loads upon the floors or roofs or in which such floors or roofs are overloaded, or which have insufficient design strength to be reasonably safe for the purpose used.
4. The structure has been damaged by causes so as to have become dangerous to life, safety, morals, or the general health and welfare of the occupants, neighboring property, or the people of the city.
5. The structure has is dilapidated, decayed, unsafe, unsanitary, and fail to provide the amenities essential to decent living that they are unfit for human habitation, and are likely to cause sickness, disease or injury to the health, morals, safety, or general welfare of those living therein.
6. The structure is unoccupied; has been vacant for a period in excess of one month; have doors, windows, or other openings broken, removed, or improperly sealed or boarded up; and is not enclosed in a safe and approved manner.
7. The structure contains parts thereof which are so attached that they may fall and injure members of the public or property.
8. The general condition is unsafe, unsanitary, or dangerous to the health, morals, safety, and general welfare of the people of the City.
9. Those which have parts thereof which are so attached that they may fall and injure members of the public or property.
10. Those which because of their condition are unsafe, unsanitary, or dangerous to the health, morals, safety, or general welfare of the people of this city.

The structure at the premises is in violation of Olean City Code Chapter 6 Article 5 Section 6-236: Building Code, and has been designated by the Code Enforcement Division as a "Dangerous Building".

I have determined that the structure is more than 50% damaged or decayed and cannot be repaired to remedy the designation and recommend to the Common Council pursuant to Olean City Code Section Sec. 6-236 that the structure should be demolished.


Chief Robert Bell



City of Olean
Dept. of Fire, Buildings and E.S.
Code Enforcement Division
Olean Municipal Building, Rm. 212
101 E. State St.
Olean, New York 14760

716-376-5683
716-376-5707 (fax)

codes@cityofolean.org

ORDER TO REMEDY

Arnold Simmons
PO BOX 852
Olean, NY 14760

01/17/2019

Complaint # 2019-034
Property Location: 412-R Thirteenth St N
Tax Parcel No: 94.056-2-3

This notice is to advise you that a complaint was received by this office on 01/17/2019.

An inspection of the referenced premises located at 412-R Thirteenth St N was conducted on 01/15/2019.

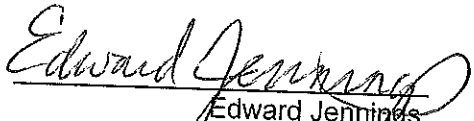
PLEASE TAKE NOTICE that you are hereby ordered to remedy each violation on your property. Attached is a list containing a description of each violation, the specific section of how violated and the time within which each violation must be corrected.

Full compliance with this order to remedy is required by or thirty (30) days after the date of this order, whichever is less. If the person or entity served with this order to remedy fails to comply in full with this order to remedy within the thirty (30) day period, that person or entity will be subject to a fine of not more than \$1,000 per day of violation, or imprisonment not exceeding one year, or both.

Please take further notice that the City of Code Ordinances provides that you may request a hearing to be held before the Fire Chief or his designee on any or all matters contained in this notice. All requests for a hearing must be in writing and set forth a brief statement of the grounds therefore, designate a person upon whom orders may be served, and specify why such notice or order shall not be required while the hearing is pending.

All violations which may affect Life Safety or Health shall be remedied immediately.

Questions may be directed to the Department of Fire, Building and Emergency Services, Code Enforcement Office at (716) 376-5683.


Edward Jennings
Code Enforcement Officer

CITY OF OLEAN

OUTSTANDING VIOLATIONS AND CORRECTIVE ACTIONS REQUIRED

Property Address: 412-R Thirteenth St N

Complaint # 2019-034

The following violations have been observed and shall be abated as follows:

Violation Number: 00080

Violation Date: 01/17/2019

Issued To:Arnold Simmons

Code Section: City of Olean Code\Chapter 12: HOUSING CODE\Article IV: Designation of Unfit Dwellings\Sec. 12-103 Notice of intent to demolish.\12-103

Description: Whenever the Fire Chief designates a dwelling or rooming house unfit for human habitation, as provided in this division, and determines that the cost necessary to correct the violation is not reasonably related to the value of the building, he shall include within the notice of violation, provided for in Section 12-18, a statement of his intent to order the demolition of the structure. A copy of such notice shall be served on the owner, occupant, lessee, and mortgagee, as provided in Section 12-18. The owner may demolish such structure as provided in Section 12-20, or correct the violation regardless of cost provided that the requirements of the building code in effect at the time of attempted compliance are satisfied.

Area Involved: Entire home

Comply by Date:

Corrective Action: This building has been posted Unfit for Human Habitation previously and over time the building has decayed to the point where it can not be salvaged and is ordered to be torn down. All interested parties concerned with this property are hereby ordered to demolish this structure within 14 days. Failure to comply will result in the City taking any measures possible to correct this problem which will include the demolition and removal of all buildings on this parcel.

Our Reference #: 048-17

City of Olean
Department of Fire, Buildings, & Emergency Services
Code Enforcement Division

Olean Municipal Building, Rm 212
P.O. Box 668, 101 E. State St.
Olean, New York 14760
716-376-5683, 716-376-5707 (fax)

Address of violation: 412-R N. 13th Street in Olean, New York.

This letter is to inform you that the building at the above address has been posted as:

"Dangerous Building"

This placard shall **not** be removed or covered, **nor** shall the building be occupied without first obtaining (in writing) the approval of the City of Olean Department of Code Enforcement.

Ed Jennings
(Code Enforcement Officer)

NOTICE

CITY OF OLEAN

**THIS BUILDING HAS BEEN
FOUND TO BE A**

DANGEROUS BUILDING

**BY THE DEPARTMENT OF
CODE ENFORCEMENT**

IN VIOLATION OF CHAP. 6, ART. V, SEC. 6 - 236

DATE: **1-15-19** **ED JENNINGS**
CODE ENFORCEMENT OFFICER

412-R N. 13th St

INTERFERENCE/REMOVAL OF THIS PLACARD IS UNLAWFUL

6 - 239 (8)

Appendix D

New York State Department of Labor, Applicable
Variance “AV-A-1 – Controlled demolition of a Vacant
Residential Building with two sheds”

APPLICABLE VARIANCE

A variance from the cited provisions of Industrial Code Rule 56 is hereby GRANTED subject to the following conditions:

THE CONDITIONS

Building/Structure Survey/Inspection Requirements

1. All requirements of Section 56-5 shall be followed for the identification of ACM within buildings/structures that are not condemned due to being structurally unsound.
2. For buildings/structures that are condemned due to being structurally unsound, all provisions of section 56-11.5 shall be followed for the controlled demolition asbestos project.

Removal of all Friable ACM, Transite/Cement Board & Other Non-friable ACM Prior to Controlled Demolition

3. All friable ACM, non-friable transite/cement board, and other non-friable ACM that will likely become crumbled, pulverized, or reduced to powder during controlled demolition at the subject premises shall be removed in accordance with ICR 56 and this variance decision, including obtaining satisfactory clearance air results for all regulated abatement work areas (as necessary), prior to the commencement of this controlled demolition asbestos project.

Secure the Work Site & Establishment of Regulated Areas

4. The entire controlled demolition area at the work site shall be considered the regulated abatement work area and shall be enclosed within a barrier or fence that defines the regulated area. The active demolition areas, cleanup areas, decontamination system enclosures/areas, staging areas and waste dumpster/trailer areas shall be cordoned off at a distance of twenty-five feet (25'), except where physical restrictions limit the barrier distance (e.g. property boundary, roadway or other right-of-way, neighboring building/structure, etc.), and the regulated abatement work area shall remain vacated except for certified workers until satisfactory clearance air monitoring results have been achieved or the abatement project is complete. The intent of this barrier/fence is to define the regulated area at the work site, alert the public to the asbestos work and associated hazards, and to prevent unauthorized entry onto the work site. Four foot high orange construction fence or snow fence is acceptable for the barrier.
5. For areas where compliance with the twenty-five foot barrier/fence requirement isn't possible, the areas shall be cordoned off to the maximum distance possible, and a daily abatement air sample shall be included within ten feet of the reduced barrier.

6. Signage in accordance with the requirements of ICR 56-7.4(c) shall be posted on the exterior of the work site boundary fence/barrier, to warn the public of the asbestos hazard.

Controlled Demolition Removals

7. The provisions of 56-11.5 shall be followed for all non-friable controlled demolition removals, except as modified by this variance.
8. Decontamination system enclosures and areas shall be constructed and utilized as per the requirements of 56-7.5(d) and 56-11.5.
9. For outdoor regulated abatement work areas, all adjacent building openings within twenty-five (25) feet of the outermost limit of the disturbance shall be sealed with two (2) layers of six (6) mil fire retardant plastic sheeting. If the owner of an adjacent building does not allow openings to be sealed as required, the asbestos abatement contractor's supervisor must document the issue within the daily project log, and have the affected building owner sign the log confirming that the owner will not allow the asbestos abatement contractor to seal the openings in the building as required. In addition, a daily abatement air sample shall be included outdoor within ten feet of the affected portion of the adjacent building.
10. Uncertified personnel shall not be allowed to access any regulated abatement work area, with the exception of waste hauler truck drivers. These truck drivers will be restricted to their enclosed cab, while temporarily in the regulated work area for waste transfer activities only. All equipment operators utilized for demolition or removal activities within the regulated work area must be certified in compliance with ICR 56-3.2.
11. No dry disturbance or removal of asbestos material shall be permitted.
12. Wastewater shall be confined within the controlled demolition area. Water may be allowed to accumulate in basements during demolition activities. Basement floors shall be wet prior to breakup, and basement walls shall be caved in and covered with two (2) feet of soil.
13. All demolition debris, structural members, barrier components, used filters and similar items shall be considered to be asbestos containing materials/asbestos contaminated waste and shall be transported and disposed of by appropriate legal method. Structural members, steel components and similar non-ACM components shall be fully decontaminated as per ICR 56, prior to being treated as salvage.

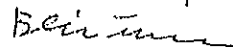
14. In addition to the requirement of Subpart 56-4.9(c), air monitoring within the work areas shall be conducted daily. If more than one shift daily is required to accomplish the work, air monitoring within the work area during abatement shall be performed on each shift, preferably at mid-shift timing.
15. Daily abatement air monitoring is required only on days when abatement or support activities such as ACM disturbance or cleaning activities are performed.
16. The contractor shall observe, at a minimum, the following waiting (settling/drying) periods: Demolition - 2 hrs.
17. After removal and cleanings are complete and a minimum drying period has elapsed, an authorized and qualified Project Monitor shall determine if the work area is dry and free of visible asbestos debris/residue. If the area is determined to be acceptable, the Project Monitor may authorize commencement of clearance air sampling.
18. Upon receipt of satisfactory clearance air sample results for the entire controlled demolition area, the final dismantling of the site may begin.
19. A copy of this Applicable Variance shall be conspicuously posted at the entrance to the personal decontamination unit(s) and to the work area(s).
20. All other applicable provisions of Industrial Code Rule 56-1 through 56-12 shall be complied with.
21. This DECISION supercedes Applicable Variance 107, dated June 3, 1997.

This APPLICABLE VARIANCE shall apply and shall be applied by all enforcement officials to all persons and in all places to which the aforesaid provisions of Industrial Code Rule 56 apply to the controlled demolition of municipally-owned vacant residential buildings/structures with the same force and effect as if this APPLICABLE VARIANCE were duly granted upon separate petition for the use and benefit of every person affected by the cited provisions of Industrial Code Rule 56.

Date: August 18, 2006

LINDA ANGELLO
COMMISSIONER OF LABOR

By



Blaise Thomas, P.E.
Associate Safety and Health Engineer
Division of Safety and Health
Engineering Services Unit

Appendix E

Prevailing Wage Rates

NOTICE

Prospective bidders shall note that the prevailing wage schedule is not included in the following section of this contract. The schedule is available on the Department of Labor's website at www.labor.state.ny.us under

PRC # 2019004627

Bidders may also submit form PW-39 (following this page) to the NYSDOL for the wage and supplemental information.

All contractors employed in this contract shall conform to the labor laws of the state of New York and the various acts amendatory and supplementary thereto and to all other laws, ordinances, and other legal requirements applicable thereto. New York State Department of rates must be paid to employees. Certified payrolls must be submitted to the City prior to payment being released. Individuals who are owners of the company or equal partners are not employees may be exempt from these requirements.

New York State Department of Labor Prevailing Wage

[Unemployment Benefits](#)

[Career Services](#)

[Business Services](#)

[Worker Protection](#)

[Forms and Publications](#)

[Home](#)

[Wage Schedule](#) · [Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)

PRC#: 2019004627

Type of Contracting Agency: City

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

City of Olean Code Enforcement
Kathleen Hewitt
Account Clerk Typist
101 East State Street
Olean NY 14760

(716) 376-5683
khewitt@cityofolean.org

Project Information

Project Title	03-2019
Description of Work	Demolition of house and 2 shed, remove debris and grade and seed
Contract Id No.	
Project Location(s)	412-R North Thirteenth Street
Route No / Street Address	412-R North Thirteenth Street
Village / City	Olean
Town	
State / Zip	NY 14760
Nature of Project	Demolition
Approximate Bid Date	05/03/2019
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel) , Residential

Applicable Counties

Cattaraugus

Appendix F

State Clauses

Contract Provisions

It is the responsibility of the Recipient to ensure that any of these applicable provisions are included in all contract documents. It is not acceptable for the provisions to just be photo copied and attached to the contract, but rather, the appropriate provision should be included in the appropriate contract section(s). All contracts entered or awarded by a Recipient shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All construction contracts awarded in excess of \$10,000 shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal grant program legislation, all construction contracts awarded by Recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The Recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. All suspected or reported violations shall be reported to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)** - Where applicable, all construction contracts awarded in excess of \$100,000. Contracts that involve the employment of mechanics or laborers shall include a provision for

compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous on federal and federally financed and assisted construction projects. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Patent Rights to Inventions Made Under a Contract or Agreement** - Contract agreements for the performance of experimental, developmental, or research work shall provide for the patent rights of the Federal Government and the Recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Section 3 12 U.S.C. 1701u of The Housing and Community Development Act of 1968, as amended** - All contracts subject to Section 3 shall include the clause set forth at 24 CFR 135.38 as provided in the Section 3 Rider.
8. The following provisions shall also be included in all contracts.
 - a. Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances by which a contractor violates or breaches the contract terms, and provides for such remedial actions as may be appropriate.
 - b. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the Recipient, including the manner by which such termination shall be effected and the basis for settlement.

- c. Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the Recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, the OCR may accept the bonding policy and requirements of the Recipient, provided the OCR has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
- i. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.
 - ii. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - iii. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
 - iv. Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."
- d. All negotiated contracts awarded by Recipients or subrecipients shall include a provision to the effect that the Recipient or subrecipient, the OCR, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- e. All contracts shall contain a provision indemnifying the Housing Trust Fund Corporation, its agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney's fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of the project being funded with NYS CDBG funds.

- f. All contracts shall contain a provision acknowledging that all parties shall be bound by, and comply with all applicable Federal, State, and local laws and regulations, including but not limited to, 24 CFR Parts 85 and 570.
9. **Anti- Job Pirating 24CFR 570.482** - All Economic Development, Small Business, and Microenterprise contracts shall contain a provision acknowledging that Community Development Block Grant Funds will not be used to assist directly the relocation of any industrial or commercial plant, facility, or operation, from one area to another area, if the relocation is likely to result in a significant loss of employment in the labor market area (LMA) from which the relocation occurs. For additional information refer to 24 CFR 570.482 Eligible Activities <https://www.hudexchange.info/resources/documents/24-CFR-Part%20-570-CDBGs.pdf>