

CITY OF OLEAN

**Dept. of Fire, Buildings and E.M.S.
Code Enforcement Division**

**Olean Municipal Building, Rm 212
P.O. Box 668, 101 E. State Street
Olean, New York 14760
716-376-5683**

SPECIFICATIONS

FOR REMOVAL OF DEMOLITION DEBRIS

OLEAN, NEW YORK

Notice to Contractors

Demolition of Buildings

629 S. UNION ST. (SBL#94.081-2-25)

Removal of demolition debris proposals will be received at the City of Olean Code Enforcement Office in the Olean Municipal Building, Room 212, in Olean, New York, until the 10th of May, 2024 at 11:00 a.m. (EDST) and will be opened in the Room 211 in the Municipal Building, Olean, New York for the removal of demolition debris at the address of 629 S. Union St.

Information for bidders, specifications, proposal forms, etc. may be obtained from the Code Enforcement Office, located in the Olean Municipal Building in room 212, Olean, New York 14760, telephone (716) 376-5683.

Proposals must be submitted to the City of Olean Code Enforcement Office and marked on the outside thereof: "REMOVAL OF DEMOLITION DEBRIS PROPOSAL, OLEAN, NEW YORK." The City of Olean reserves the right to waive any informalities, or, to reject any or all proposals. No bidder may withdraw their proposal for a period of 60 days after date of opening.

Captain David Bauer, Code Enforcement Supervisor

Frank Caputo, City Clerk

PROPOSAL FORM
REMOVAL OF DEMOLITION DEBRIS
OLEAN, NEW YORK

Date: _____

For site of: **629 S. UNION ST.**

TO: Common Council
City of Olean, New York

Ladies and Gentlemen:

Having visited this site, and having familiarized myself with the buildings and the local conditions, and having examined the removal instructions and all specifications to contractors, I hereby propose to furnish all reports required, labor, materials, tools, equipment, taxes and insurance, to do and perform all things as provided for, to complete the work of removal of demolition debris of the premises described in the contract documents all for the sum of:

Written Amount

Numerical Amount

Work to be completed within five days from commencement of work.

The release of a purchase order will serve as notice to proceed with the work. The proposal, its acceptance, the terms and specifications herein shall be the entire contract between the parties hereto, and shall constitute the contract documents referred to herein.

(Signature)

(Individual, firm or corporation bidder, as the case may be)

Company: _____

Title: _____

Address: _____

Telephone No.: _____

INSTRUCTIONS TO PROPOSAL BIDDERS

GENERAL:

The debris to be removed:

629 S. UNION ST. (HOUSE WAS DEMOLISHED WITHOUT AN ASBESTOS SURVEY. THE DEBRIS MUST BE REMOVED IN ACCORDANCE WITH ICR RULE 56) AND DEMOLISH AND REMOVE THE ACCESSORY STRUCTURE in Olean, New York.

FORM OF PROPOSAL:

All proposals shall be prepared in conformity with, and shall be based upon and submitted subject to all the requirements of the specifications and the contract documents. The proposals shall be submitted as the bid, and one to be retained by the bidder for their records. Proposals shall be hand delivered or mailed in with the name of the Contractor, the name of the project, and the nature of the work.

PROPOSER TO VISIT SITE:

Any party submitting a proposal for this work shall visit the site and inform themselves fully as to the conditions under which the work is to be done. Failure to take this precaution will not relieve the bidder from the obligation to comply strictly with the terms of the contract documents, and no allowances will be made to the bidder for failure to estimate correctly the difficulties attending the performance of the work.

BIDDERS TO EXAMINE SPECIFICATIONS:

At the time the proposal is received, each bidder will be presumed to have examined and to be thoroughly familiar with the specifications and the contract documents. Failure to examine any form, instrument, or document, shall in no way relieve any bidder from any obligation in respect to their bid.

PROPOSAL GUARANTEE:

Proposals will be required to deposit with their bid, a certified check, or cash for 10% of the bid. The proposal guarantee will be returned to the Contractor upon execution of the Purchase Order. Proposal guarantee will be returned to the unsuccessful bidders within ten days from the award of the contract.

AWARD OF CONTRACT:

Award will be made to the lowest responsible proposal complying with the conditions of the contract documents, provided the proposal is reasonable, and it is in the interest of the City of Olean to accept it.

After award, and before delivery of acceptance, the Contractor must provide certificates of insurance for all operations of demolition.

WITHDRAWAL OF PROPOSALS:

Negligence on the part of the proposal bidder in preparing the proposal confers no rights for the withdrawal of proposal after it has been opened. No proposals may be withdrawn during the period of 60 days after the time scheduled for the opening of proposals.

BREACH OF CONTRACT:

It is agreed that time is of the essence of this contract. If the Contractor shall fail to complete the work within the time specified herein, the City of Olean, at its election, may terminate the Contract by giving three (3) day notice of such termination to the Contractor in writing, and may, for the purpose of completing the Contract, enter upon the premises, take possession of all materials, and at the expense of the Contractor, complete the work covered by this contract. The City of Olean shall have the same option to terminate the Contract and complete the work in case of bankruptcy, insolvency, appointment of a receiver for the Contractor, failure properly and promptly to reimburse workers, material, sub-contractors, or any other breach of the contract. In any of these events, the City may adopt all subcontracts made by the Contractor and all such sub-contractors shall be bound by such adoption, if made, and the City may continue with or without public advertisement, the work specified in the original contract, exclusive of so much thereof as shall be provided in any subcontracts so adopted.

TIME OF COMPLETION:

Work shall be completed within five (5) days after commencement of work. For each calendar day beyond five (5) days required to complete the work, the Contractor shall pay to the Owner, the sum of Fifty Dollars (\$50.00) a day as liquidated damages, provided, that the right of the Contractor to proceed shall not be terminated, or the Contractor charged with liquidated damages because of any delays in the completion of the work due to strikes, or an Act of God. Contract, in its entirety, is to be completed within ninety (90) days of notice by Code Enforcement Supervisor of availability of buildings for demolition. For each calendar day beyond ninety (90) days required to complete the work, the Contractor shall pay to the Owner, the sum of Fifty Dollars (\$50.00) a day as liquidated damages in addition to aforementioned damages per property, provided, that the right of the Contractor to proceed shall not be terminated, or the Contractor charged with liquidated damages because of any delays in the completion of work due to strikes, or an Act of God.

DELAYS:

No Payment or compensation of any kind shall be made to the Contractor because of hindrance or delay for any cause in the progress of the work, other than an Act of God. An extension of the time only will be granted, as provided above.

DEFINITION OF TERMS:

Whenever used in these Documents, the following terms shall have the following meanings:

(1) The term "City" means - The City of Olean, New York

SPECIFICATIONS**SECTION 1 - CONTRACTOR'S INSURANCE:**

The Contractor (including any and all sub-contractors engaged) shall not commence work under this Contract until they have obtained and paid for all insurance required under this numbered Section, and until the policies of insurance have been approved by the Code Enforcement Office as to financial responsibility of the Company, amount, coverage, and form of policy, and receipts evidencing complete payment of premiums therefore delivered to the Code Enforcement Office, except that receipts and payment of premium for Workmen's Compensation Insurance may cover such buildings as are released from time to time to the Contractor.

The Contractor shall not cause any policies to be cancelled or permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be cancelled or changed until ten (10) days after the City has received written notice of such intended changes, or cancellations as evidenced by returned receipt of registered letter.

(a) *Workmen's Compensation Insurance* - The Contractor shall provide adequate Workmen's Compensation Insurance for all employees engaged in work on this project who may come within the protection of the Workmen's Compensation Law, and where practicable, Employers General Liability Insurance for employees not so protected.

(b) *Contractor's Liability Insurance* - The Contractor shall also carry Liability Insurance as respects bodily injuries or death suffered or alleged to have been suffered, as the result of any accident occurring from, or by reason of, or, in the course of the operations under this Contract, whether or not occurring by reasons of the acts or omissions of the Contractor. The Insurance against loss from any one accident resulting in bodily injuries to, or in the death of one person, shall be in the sum of \$1,000, 000, and subject to the same limit for each person, the total insurance for loss from any one accident resulting in bodily injuries to, or, in death of more than one person, shall be in the sum of \$2,000,000. A Certificate of Insurance shall also be provided covering any bodily injuries or death, alleged to have

been suffered as the result of any accident caused by the acts or omission of any person or persons *not* employed by the Contractor, insuring the said City against loss from all liability imposed by law upon it for damages on account of such injuries or death. The policy shall designate as additional insured, the City of Olean. The limits of liability shall be the same as mentioned above.

The Contractor shall hold the City harmless against and from any and all claims and liability resulting from injuries to or death of any employees of the Contractor or any of his sub-contractors while engaged in the work, or while in, on, or near the site thereof, however such injuries or death may be caused and whether or not such injuries or death may have been caused or may be alleged to have been caused by the negligence of the Contractor

(c) *Contractor's Property Damage Insurance* - The Contractor shall also carry property damage insurance in an amount not less than 1,000,000 for damage due to one accident and in an amount of not less than 2,000,000 for damage on account of all accidents.

(d) *Municipal Ordinances* - The procurement of the foregoing insurance does not supersede or supplant the requirements of the ordinances of the City of Olean, which must be observed by the Contractor.

SECTION 2 - SEQUENCE OF OPERATION

The City proposes turning over to the Contractor the site as described in Instructions to Bidders and the Contractor shall proceed with the work under this contract with respect to said buildings as rapidly as he or she is notified by the Code Enforcement Supervisor of the availability of the project site.

SECTION 3 - ORDINANCES:

The Contractor shall acquaint itself with all local, State and Federal Laws, ordinances, and regulations governing this type of work, and shall prosecute the work in accordance with same.

SECTION 4 - PAYMENT:

1. The Code Enforcement Supervisor or his designee is to inspect said work upon the completion of the Contract and payment in full for the work is to be made in approximately forty-five (45) days by voucher and normal City procedures, after such inspection and acceptance, unless written notice to the Contractor shall be given within such period of any defects or omissions, in which event, payment is to be made upon the correction of such defects or omissions. Submission by the Contractor of evidence of full payment of all obligations and full release of liens to the City of Olean shall be a condition precedent to such final payment.

2. Payment shall not become due until it has been approved by the Code Enforcement Supervisor.

3. Claims - The Contractor agrees that no determination of the Code Enforcement Supervisor allowing a claim of the Contractor for Extra Work or for damages shall be final or binding unless such determination has been approved by the Mayor and Common Council.

SECTION 5 - GENERAL REQUIREMENTS:

(a) The Contractor shall, before starting removal, obtain a demolition permit from the Code Enforcement Office. Disconnect or cause to be disconnected all utility services (unless waived in cases of emergency), such as but not limited to, electricity, gas, water, sewer and telephone, in accordance with the rules and regulations governing the utility involved. The Contractor shall pay all charges in connection therewith. Water and sewer services shall be cut off and capped at the mains, as part of this contract, DPW permits and rules to apply to water and sewer. The Contractor shall be responsible for making sure all arrangements have been made for the environmental issues such as asbestos, lead, air monitoring and reports required. This shall be completed prior to the removal project to make sure all finances are secured and the contractor is responsible for any unpaid bills.

(b) The contractor shall remove all partitions, walls, roof, floors, stairways, posts, beams, piping, plumbing, and electrical equipment, and all other debris from the premises whether part of the building, or is incidental to the property.

(c) All material resulting from the wrecking operations shall become the property of the Contractor, and such materials shall be removed from the site.

(d) The Contractor shall remove debris in such manner as to avoid hazard to persons and property and to prevent the spread of dust and flying particles, and shall erect all scaffolds, sheds or fences or any other safeguards, and set lanterns, flares and signs, as required for the protection of the public. If cutting torches are used, the Contractor shall provide adequate precautionary measures to avoid fire, such as fire extinguishers, or water lines.

(e) Adjoining streets and land both shall be kept free from earth, mud, and debris at all times. No blasting will be allowed on the project site.

(f) The Contractor shall burn no materials or debris on the premises.

(g) The Contractor shall exercise care not to injure the public utility lines, sidewalks or other property belonging to the adjoining owners or the City. Any damage done shall be repaired or replaced by the Contractor at its expense.

(h) During the removal of debris, the work shall be kept as thoroughly wetted down as necessary to prevent quantities of dust and dirt from rising, and the Contractor shall, at its own cost and expense, provide water for this purpose and

furnish all lines and connections that may be required. Upon completion of the work, all temporary water or other lines installed by the Contractor shall be removed by the Contractor at its own expense.

(i) Upon completion of the work under this contract, the Contractor shall remove all tools and materials, plant apparatus and rubbish of every sort, and shall leave the premises clean, neat, orderly and safe to the entire satisfaction of the City of Olean.

(j) The house located at 629 South Union Street, Olean, NY 14760 was demolished in October of 2023 following catastrophic damage sustained from a motor vehicle. Due to the building being deemed unsafe and an emergency situation, the demolition of the structure was performed without an asbestos survey. The debris remain along with an accessory structure and both must be removed in accordance with ICR Rule 56.

(k) Under New York State Labor Law, contractors and subcontractors must pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract. To access the PDF file of the prevailing rate schedule, click on <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1567647> or you may find it online at the NYSDOL website utilizing the Prevailing Rate Case Number, which is PRC# 2024004866 - Removal of Demolition Debris.

SECTION 6 - DEMOLITION AND CLEARING:

(a) Remove any and all accessory structure including garage

(b) Walls to be razed 3 feet below top of foundation

(c) Fill basement and any other depressions with earth, broken stone, masonry and concrete, but not lumber or wood. Complete the fill and tamp soils to grade level with at least 8" depth of earth (top soil) to be hauled in from a borrow pit. (See Note *1) Grade and rake surface of demolition area.

(d) Plant suitable ground (grass unless otherwise specified) cover to prevent erosions of the fill and grade areas. (See Note *2)

(e) Leave property in clean and neat condition.

(f) Elevation of the property may not be changed so as to run water (storm) to adjacent properties.

* Note: #1 = Grade to be established on both sides and the demolition site graded to match.

* Note: #2 = Grass to be planted and covered with straw or other suitable material. \$2000.00 will be withheld by the city of up to sixty (60) days to ensure the coverage of the area with grass.