

BID FORMS AND SPECIFICATIONS
FOR THE
ASBESTOS SURVEY OF FIVE PROPERTIES

434 DEER STREET (79.15-4-51)
518 COLUMBUS AVENUE (79.19-1-25)
129 TOWNSEND STREET (79.16-2-41)
529 LEOPARD STREET (79.19-2-65)
35 WEST THIRD STREET (79.14-5-15)

CITY OF DUNKIRK DEPARTMENT HOUSING, ZONING AND BUILDING



BIDS DUE: Tuesday, June 5, 2018

Dunkirk City Clerk's Office
City Hall, 342 Central Avenue, Dunkirk, New York 14048

NOTICE TO BIDDERS

Sealed bids will be received at the office of the City Clerk, City Hall, Dunkirk, New York no later than **10:00 A.M. EST on Tuesday, June 5, 2018** and publicly opened at that time for the ASBESTOS SURVEY of the following STRUCTURES:

434 DEER STREET (79.15-4-51)
518 COLUMBUS AVENUE (79.19-1-25)
129 TOWNSEND STREET (79.16-2-41)
529 LEOPARD STREET (79.19-2-65)
35 WEST THIRD STREET (79.14-5-15)

to be used by the City of Dunkirk, New York in accordance with specifications to be procured from the Housing, Building, Zoning Office, City Hall, 342 Central Avenue, Dunkirk, New York 14048. Specifications and other contract documents may be obtained or examined at the Housing, Building, Zoning Office City Hall, 342 Central Avenue, Dunkirk, New York 14048.

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

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

Adv. May 15, 16, 17

EDWIN RAMOS
City Clerk

INSTRUCTIONS TO BIDDERS

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

ADDITIONAL INFORMATION

1. The work performed herein may be in furtherance of the City's participation with the Chautauqua County Land Bank Corporation involving, in whole or in part, funding received by and through the State of New York Office of the Attorney General ("OAG") and the OAG's Community Revitalization initiatives. All work and required reporting shall be undertaken in conformance with such program and all requirements contained in the agreement by and between this Chautauqua County Land Bank Corporation and this City, including any and all attachments, exhibits and appendices, which are specifically incorporated herein by referenced. A copy is available through the City's Housing, Building and Zoning Officer.
2. All work shall be performed in strict conformance with applicable federal, state and local rules, laws, and regulations.
3. Bid price shall be good for one (1) calendar year commencing on the date of the bid of the bid year.
4. Successful bidders are required to provide a qualified representative to provide on-site progress to the Housing, Building and Zoning Officer.
5. The Housing, Zoning and Building Inspector shall be notified when on site.

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

Asbestos Survey of Five (5) Properties

This is to certify that I have read the attached bidding documents completely, have inspected the site and that the work to be furnished will meet or exceed the attached specifications.

434 Deer Street	\$_____.	00
518 Columbus Avenue	\$_____.	00
129 Townsend Street	\$_____.	00
529 Leopard Street	\$_____.	00
35 West Third Street	\$_____.	00

TOTAL COST ALL FIVE STRUCTURES \$_____.

BID DEPOSITS: *Computation of Bid Deposits shall be 5% of the total of the Estimated Total Cost column for those items thereon.*

COMPANY NAME _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

EMAIL: _____

TELEPHONE NO.: _____

FAX NO.: _____

DATE: _____

NON-COLLUSIVE FORM

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Corporation

By: _____
Title

Partnership

By: _____
Partner

Individual

Signature

Date: _____

LEGAL STATUS INFORMATION

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

FIRM NAME: _____

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Telephone (____) _____ Fax (____) _____

LOCAL OFFICE (if any):

Street _____

City, State, Zip _____

Telephone (____) _____ Fax (____) _____

CONTRACT TO BE SENT TO: Principal Office Local Office

CHECK ONE: Corporation Partnership Individual

(Incorporated under the Laws of the State of _____)

(If foreign corporation, state if authorized to do business in the State of New York: Yes No Not
Applicable)

TRADE NAMES: _____

NAMES AND ADDRESSES OF PARTNERS:

NAME, TITLE AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF THE BIDDER:

Name: _____

Title: _____

Address: _____

REQUEST FOR PROPOSAL

TO CONDUCT A PRE-DEMOLITION ASBESTOS SURVEY AND INSPECTION AND
ASBESTOS ABATEMENT SPECIFICATIONS FOR

434 Deer Street (Section 79.15, Block 4, Lot 51)
518 Columbus Avenue (Section 79.19, Block 1, Lot 25)
129 Townsend Street (Section 79.16, Block 2, Lot 41)
529 Leopard Street (Section 79.19, Block 2, Lot 65)
35 West Third Street (79.14-5-15)

INTRODUCTION

It is the intent of the City of Dunkirk to conduct an asbestos survey for the buildings and accessory structures, if any, located at 434 Deer Street (Section 79.15, Block 4, Lot 51), 518 Columbus Avenue (Section 79.19, Block 1, Lot 25), 129 Townsend Street (Section 79.16, Block 2, Lot 41), 529 Leopard Street (Section 79.19, Block 2, Lot 65), 35 West Third Street (79.14-5-15) in the City of Dunkirk. An asbestos survey of suspect materials must be completed prior to the demolition.

I. Purpose

The City of Dunkirk seeks proposals from qualified asbestos testing firms to submit a proposal for the identification of asbestos and other hazardous materials, if any, including necessary testing in accordance with NYS Department of Labor Code Rule 56 and to write specifications for the proper abatement of the identified material and report to the NYSDOL.

Services will consist of providing a written proposal for the cost of preparing an asbestos survey and hazardous waste identification report, including necessary sampling and testing of suspect material. Services will also include writing requirements and abatement specifications for the qualified asbestos removal contractor. All services shall be in compliance of the New York State Department of Labor, Division of Health and Safety, Industrial Code Rule 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (Cited as 12 NYCRR Part 56).

Please submit your proposal before Tuesday, June 5, 2018 at 10:00 A.M. to:

City Clerk
City Hall – 342 Central Avenue
Dunkirk, NY 14048

The City of Dunkirk reserves the right to reject proposals received or to negotiate in any manner necessary to serve the best interests of the City. The City of Dunkirk is not responsible for any costs associated with preparing the submitted proposals.

Respondents are advised that the firm selected must be prepared to provide all services necessary for the successful completion of this report, however, the City of Dunkirk may authorize only portions of the proposed work, or additional work at its discretion. The City of Dunkirk reserves the right to renegotiate the cost should the Scope of Work be altered.

II. Proposal Format

Proposals shall be written and presented in the following format, utilizing the heading presented below for the organization of responses. Respondents shall address all questions asked and provide sufficient level of detail to enable evaluation of the proposal. Failure to provide all information requested may result in rejection of the proposal.

* COMPANY -- Indicate the name, address and telephone number of the Project Manager assigned to this project and one (1) contact person who can speak for the Project Manager.

* OVERVIEW OF THE PROPOSAL -- Present a statement of the proposal and indicate a clear understanding of the desired results.

* PREVIOUS EXPERIENCE/QUALIFICATIONS -- Present a listing of three (3) previously completed projects similar to the project proposed. Provide the name and location of each project, and provide enough detail to enable a comparison of the projects with the proposed project. Provide proper documentation indicating the necessary certification/license of the firm.

* DETAILED PLAN OF ACTION -- Provide an overview of how the proposal will be implemented. Include a time schedule for completion of each requested task.

* COST -- Provide the total project cost. The proposal should be valid for six (6) months after the proposal submission date.

III. Scope of Work. The following scope of services is listed for an asbestos survey, hazardous waste identification report, requirements and specifications for abatement of the asbestos of the buildings identified:

1. Provide a survey for asbestos and hazardous wastes, if any, of all of the entire buildings and accessory structures.

2. Submit written report to the New York State Department of Labor in compliance with NYS DOL ICR #56.

3. Prepare written report of the findings of the survey including recommendations and specifications regarding the proper handling and abatement of the asbestos and hazardous waste materials to the City of Dunkirk.

4. Provide the cost for preparing specifications and contract documents to abate the material.

5. Provide documentation satisfying the regulations of the Department of Labor and regulations of the City of Dunkirk. All services shall comply with NYSDOL ICR #56.

6. Provide a Certificate of Insurance with the proper coverage as required by the City of Dunkirk on the attached City of Dunkirk Standard Insurance Certificate. Include proof of such other insurance, including but not limited to, Workers' Compensation Insurance, and Disability Benefits Insurance as required by law or statute. (See Attached)

7. Federal Davis-Bacon and New York State Department of Labor wage rates shall apply under this contract. Wage rates may be obtained at the following web sites <http://www.labor.state.ny.us> and <https://www.dol.gov/whd/govcontracts/dbra.htm>. The Contractor shall pay the higher hourly rate of the two. Contractors are required to submit certified payroll reports for all work under this contract. Federal wage rates and payroll report may be obtained on-line at <https://www.dol.gov/whd/forms/wh347.pdf> (Forms – WH-347).

8. Provide adequate barrier fencing and signage, if necessary, and take all necessary precautions for the protection of the work and the safety of the public. Re-secure structure.

9. Provide cost estimate for overseeing the removal of asbestos material and assuring compliance with Code Rule 56 including supporting documents.

IV. Evaluation of Proposals

Each proposal will be evaluated on the requested information only. Qualifying proposals, received by Tuesday, June 5, 2018 at 10:00 A.M. will be reviewed by the City of Dunkirk who may make recommendations to the City of Dunkirk Common Council for a final decision, if required.

V. Inspection of Premises

Contact this office to schedule an inspection of the property.

HUD LABOR STANDARDS DOCUMENTS / INDEX

Bidding information for Classifications not listed on the Federal wage decision HUD i
Pre-construction Conference Worksheet HUD 1-4
Summary: Davis Bacon & Related Acts HUD 5
Labor Laws & Regulations Affecting HUD Programs HUD 6-7
Federal Labor Standards Provisions (HUD 4010) HUD 8-11
Checklist for Contractors Meeting Labor Standards Contract Requirements HUD 12-18
Additional Classification & Rate Request HUD 19^{a,b & c}
Labor Standards Compliance Requirements (HUD Letter No. LR-96-1) HUD 20-23
Contractor/Subcontractor Certifications (Addendum to Contract / General and Sub) HUD 24
Instructions for Completing Payroll Form (WH-347) HUD 25-27
Instructions for Preparation of Statement of Compliance HUD 28
Statement of Compliance (WH-348) HUD 29-30
Permissible Payroll Deductions HUD 31
MEMO: Procedure for Determining Adequacy of Fringe Benefit Programs/Plans HUD 32
Payroll Form/Statement of Compliance HUD 33-34
No Work Performed Notice HUD 35
Record of Employee Interview (HUD 11) HUD 36
Notice: Executive Order 11246 HUD 37
Contractor/Subcontractor Activity/List (to be returned at pre-con. mtg.) HUD 38
Section 3 Requirements & Forms (HUD Funded Public Works Projects in excess of \$200,000) HUD 39-52
Certificate from Contractor appointing officer or employee
to supervise payment of employee (HUD 5282) HUD 53
(REVISED 7/13/09)

AGREEMENT BETWEEN CITY OF DUNKIRK

AND

FOR THE ASBESTOS SURVEY OF:

434 Deer Street (Section 79.15, Block 4, Lot 51)
518 Columbus Avenue (Section 79.19, Block 1, Lot 25)
129 Townsend Street (Section 79.16, Block 2, Lot 41)
529 Leopard Street (Section 79.19, Block 2, Lot 65)
35 West Third Street (79.14-5-15)

CITY OF DUNKIRK, NEW YORK

This Contract made this _____ day of _____, 20__ by and between the **CITY OF DUNKIRK, NEW YORK**, a municipal corporation hereinafter referred to as "**City**", and _____ hereinafter called "**Contractor**".

WITNESSETH:

WHEREAS, the properties located at 434 Deer Street, 518 Columbus Avenue, 129 Townsend Street, 529 Leopard Street, 35 West Third Street are required to have an asbestos survey conducted, and

WHEREAS, it has been determined that such structures are a danger to the health, safety and welfare of the public and are in need to have the asbestos removed, and

WHEREAS, _____ has agreed to perform the asbestos surveys, now, therefore,

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

1. The Contractor shall provide an asbestos survey for said properties.
2. The Contractor shall:
 - a. Provide documentation satisfying the regulations of the Department of Labor and regulations of the City of Dunkirk. All services shall comply with NYSDOL ICR #56.
 - b. Provide a Certificate of Insurance of proper coverage as required by the city on the attached City of Dunkirk Insurance Certificate together with such other insurance, including but not limited to, Workers' Compensation Insurance and Workers'

Disability Insurance as required by law.

- c. Provide adequate barrier fencing and signage and take all necessary precautions for the protection of the work and the safety of the public.
 - d. The Contractor shall be responsible for all traffic control and shall properly barricade the area to insure the public safety during work.
 - e. Performance of the covenants of this contract by the Contractor shall be to the satisfaction of the Building Inspector.
 - f. The Contractor shall comply with all Federal, State and Local laws, rules and regulations applicable hereto.
 - g. The City shall pay the Contractor the total sum of **\$0000.00** (_____) upon completion of all work hereunder and upon certification thereto by the Building Inspector.
3. The Contractor shall hold City harmless from all claims arising out of the operations hereunder.
- a. It is mutually agreed that Contractor is an independent contractor and not an employee, agent or servant of the City.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

CITY OF DUNKIRK, NEW YORK

WILFRED ROSAS
Mayor

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

On this _____ day of _____ 20____ before me the subscriber, personally appeared _____ to me personally known to me to be the same person described in and who executed the within instrument, and he duly acknowledged to me that he executed the same.

Notary Public

Signature_____

Name and Title

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

On this _____ day of _____ 20____ before me the subscriber, personally appeared _____ to me personally known to me to be the same person described in and who executed the within instrument, and he duly acknowledged to me that he executed the same.

Notary Public

All questions regarding work or payment are to be referred to the Department originating this agreement.

It is mutually understood and agreed that the Vendor stands in relationship of an independent contractor to, and is not an employee, servant or agent of the City. The Vendor shall indemnify and hold the City harmless from any liability, claim, demand or judgment arising from the Vendor's performance of the terms of this agreement.

It is expressly understood that either party may cancel this agreement at any time for any reason whatsoever 30 days written notice.

NOTE THE ADDITIONAL TERMS AND CONDITIONS ON FOLLOWING SHEET

Departmental Approval:

Approved:

Vendor Acceptance:

By: _____

By: _____

By: _____

(Wilfred Rosas, Mayor)

(Title)

Name - Print or Type

Dated: _____

By: _____

Title: _____

Dated: _____

ADDITIONAL TERMS AND CONDITIONS

- 1. Payment.** Payment shall be made upon submission by Vendor to City of a properly executed and itemized City claim voucher in form and content approved by the City Department Head or the Department Head's authorized subordinate, and accompanied by such fiscal records and documentation as may be reasonably requested.
- 2. Termination.** This Agreement can be terminated immediately in the event Vendor fails to comply with sections 4, 5, 6, and 8 hereof.
- 3. Guarantee.** The Vendor shall fully guarantee the quality and workmanship of the services or goods provided, and shall represent and warrant that such goods or services meet or exceed all applicable industry standards.
- 4. Insurance.** The Vendor shall secure and maintain in full force and effect liability and casualty insurance of at least \$1 million or such other liability coverage as accepted by the City Law Department. Unless City otherwise agrees in writing, the City shall be named as additional insured for purposes of coverage but not for payment of premium. Vendor shall file a copy of its certificate of insurance with the City Clerk prior to performing this Agreement or receiving any payment there under. All certificates of insurance shall provide that the City be given at least thirty (30) days advance written notice of any intent to cancel coverage.
- 5. Statutory Compliance.** The Vendor shall perform in accordance with all federal, state and local laws, rules and regulations, including without limitation any applicable provisions of Article 8 of the Labor Law of the State of New York. All statutory provisions applicable to this Agreement are hereby incorporated by reference. Vendor shall provide at their expense all permits or licenses for the performance of this Agreement, and shall be solely responsible for paying any fines or penalties incurred as a result of any improper services.
- 6. Non-discrimination.** The Vendor will not discriminate or permit discrimination against any individual or group on the grounds of age, race, creed, color, national origin, sex, religion, disability or marital status.
- 7. Records.** The Vendor shall prepare and maintain in an orderly manner all relevant records and documents relating to the goods or services provided hereunder. All books and records of the Vendor shall be available upon request for inspection and/or audit by the City during the term hereof and for a period of three (3) years thereafter.
- 8. Assignment.** The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title or interest therein, or the power to execute this Agreement, without the prior written consent of the City.
- 9. Amendments.** No waiver, modification or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by both parties. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.
- 10. Entire Agreement.** This Agreement, including all documents regarding the City's participation with the Chautauqua County Land Bank Corporation and the Office of the Attorney General's Community Revitalization initiatives, including any attachments, exhibits and addenda, contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties relating to the services provided hereunder. Any other statements or representations made by either party are void and have no force or effect.

11. Iran Divestment Act. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

Bidders Initials _____

City of Dunkirk Standard Insurance Certificate

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.

I. Insured: Name _____
 Address _____
 Zip _____
 Phone No. _____

III. Companies Affording Coverages
 A _____
 B _____
 C _____
 D _____

III. Issuing Name _____
 Address _____
 Zip _____
 Phone No. _____

IV. This is to certify that the policies listed below have been issued to the insured name above and are in force at this time.

Indicate Type of Insurance by Checking the Box	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY IN THOUSANDS		
			Check the box	Each Occurrence	Aggregate
COMPANY 1. General Liability <input type="checkbox"/> Commercial <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/ Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit <input type="checkbox"/> Self-Insured Retention		
2. Automobile Liability <input type="checkbox"/> Comprehensive Form OR <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit <input type="checkbox"/> Self-Insured Retention		
3. Excess Liability <input type="checkbox"/> Umbrella Form OR <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both			Bodily Injury & Property Damage Combined \$ _____ Self-Insured Retention \$ _____		
4. Worker's Compensation Employer's Liability Disability Benefits 5. Other			Statutory Statutory		

V. City of Dunkirk is included as an additional insured under the following Policy numbers: _____

VI. **ACKNOWLEDGMENT:** Insurance companies providing these coverages acknowledge that the named insured is entering into a contract with the City of Dunkirk, in which the named insured agrees to defend, hold harmless and indemnify the City, its officials, employees and volunteers against all claims resulting from work performed, material handled and services rendered. The Contractual Liability coverage evidenced above covers the liability assumed under the City-Contractor agreement.

VII. **CANCELLATION NOTICE:** Prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the City of Dunkirk City Attorney.

Name and Address of Certificate Holder and & Recipient of Notice:

 City of Dunkirk
 City Attorney
 City Hall
 342 Central Avenue
 Dunkirk, New York 14048

Date Issued _____
 Authorized Representative _____
 Firm Name and Address _____

FOR CITY USE ONLY: Name of City Dept. Requesting Certificate _____
 Purchase Order or Contract Number _____
 Vendor Insurance Classification _____

INSTRUCTIONS FOR CITY OF DUNKIRK STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and this certificate delivered before commencement of work or delivery of merchandise or equipment.

CERTIFICATES OF INSURANCE

Shall be made to the "City of Dunkirk, City Attorney, City Hall, 342 Central Avenue, Dunkirk, New York 14048".

Shall evidence coverage of compliance with all specifications of the contract.

Shall be executed by an insurance company and/or agency, which is licensed by the Insurance Department of the State of New York. If executed by a broker, a notarized copy of authority to bind or certify coverage must be attached.

The "ACORD" form certificate may be used, providing the following two additional conditions (A and B) are added to the form, verbatim.

ACKNOWLEDGMENT: Insurance companies providing these coverages acknowledge that the named insured is entering into a contract with the City of Dunkirk, in which the named insured agrees to defend, hold harmless and indemnify the City, its officials, employees and volunteers against all claims resulting from work performed, material handled and services rendered. The Contractual Liability coverage evidenced above covers the liability assumed under the City-Contractor Agreement.

CANCELLATION NOTICE: Prior to non-renewal or material change in policy or cancellation of these policies, at least thirty (30) days advance notice shall be given to the City of Dunkirk, City Attorney.

IV. Forward the completed certificate to: **"City of Dunkirk, City Attorney, City Hall, 342 Central Avenue, Dunkirk, New York 14048"**.

Minimum coverage with limits are as follows:

VENDOR CLASSIFICATION	A CONSTRUCTION AND DEMOLITION MAINTENANCE	B PURCHASE OR LEASE OF MERCHANDISE OR EQUIPMENT	C PROFESSIONAL SERVICES	D PROPERTY LEASED TO OTHERS OR USE OF FACILITIES OR GROUNDS	E CONCESSIONAIRE SERVICES *	F LIVERY SERVICES	G ALL PURPOSE PUBLIC ENTITY CONTRACTS
COMP. GENERAL LIABILITY	\$ 1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Prem. & Ops.	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prod. & Compl. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contract	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form Property Damage	INCLUDE	NOTE: Comprehensive Form Not Required					**
- X, C, U	INCLUDE						
- Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law			INCLUDE	***			
- Host Liquor							
AUTO LIABILITY	\$ 1,000,000 CSL		\$ 1,000,000 CSL	\$ 1,000,000 CSL	\$ 1,000,000 CSL	\$1,000,00 CSL	\$ 1,000,000 CSL
- Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
EXCESS UMBRELLA LIABILITY	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
WORKER'S COMP. & EMPLOYER'S LIAB.	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
DISABILITY BENEFITS	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
PROFESSIONAL LIABILITY			\$ 1,000,000				
CITY OF DUNKIRK TO BE NAMED ADDITIONAL INSURED ON ALL POLICIES	GL-AL EXCESS	Broad Form Vendors May Be Required	GL-AL EXCESS PROF.	GL-AL EXCESS	GL-AL EXCESS	GL-AL EXCESS	GL-AL EXCESS

* Coverage requirements may be waived or amounts altered by the City Attorney in appropriate situations.

** Snow removal contracts require evidence of broad form property damage.

*** In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages, an endorsement for liquor liability is required.

In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverages and limits should be evidenced on the certificate in lieu of the standards printed above. Coverage requirements may be waived or amounts altered by the City Attorney in appropriate situations.