

**CITY OF NIAGARA FALLS, NEW YORK**

**COMMUNITY DEVELOPMENT DEPARTMENT**

**Contract Specifications for:**

**ASBESTOS CONSULTANT SERVICES  
CONTRACT  
2020**

**FOR THE CITY OF NIAGARA FALLS,  
NEW YORK**

**BID# CD2020-02**

APPROVED AS TO FORM

\_\_\_\_\_  
CORPORATION COUNSEL

Community Development       City Clerk       City Engineer  
 Contractor       Bonding Company       CD Finance

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**NOTICE TO CONTRACTOR  
CITY OF NIAGARA FALLS, NEW YORK**

Sealed proposals will be received by the Project Administrator or his designee of the City of Niagara Falls, New York, Community Development Department at his office located at 1022 Main Street in said City not later than **10:00 A.M., on September 10, 2020** at which time they will be publicly opened and read for

**ASBESTOS CONSULTANT SERVICES CONTRACT 2020  
FOR THE CITY OF NIAGARA FALLS, NEW YORK**

Each bidder must include with his bid, a certified check or bid bond, payable to the order of “City Controller”, in the amount of not less than **FIVE (5) PERCENT** of the price bid, subject to the conditions in the Instructions to Bidders.

All proposals must be made on blank forms, which together with other requirements, may be obtained in the Office of Community Development.

The City Administrator reserves the right to reject any and all bids and to waive all formalities.

Director of Community Development

Advertise:

## **PRE-BID MEETING**

A Pre-Bid Meeting will be held **Thursday, September 3, 2020 at 10:00 AM** at the Community Development Department, **1022 MAIN STREET, NIAGARA FALLS, NEW YORK 14302-0069**. Any questions regarding the bid specifications or proposal may be directed to the **COMMUNITY DEVELOPMENT DEPARTMENT; 1022 MAIN STREET, P.O. BOX 69; NIAGARA FALLS, NEW YORK 14302-0069**, phone 716-286-8801.

# ASBESTOS CONSULTANT SERVICES CONTRACT FOR 2020

## INSTRUCTIONS TO BIDDERS

### SCOPE OF WORK

The services to be provided under this Contract shall include the furnishing of all labor, technicians, materials, tools, equipment, and incidentals required to perform Asbestos Surveys, Clearance Reports, Area Air Monitoring, Sampling and Analysis, and Bulk Sampling and Analysis of materials which may be contaminated with asbestos fibers and to provide Asbestos Abatement Project Monitoring services, all complete, and in accordance with the specifications. The list of properties can be found in Appendix A of this document.

**NOTE: These properties will all be controlled demolitions with asbestos in place. Asbestos Surveys and related work will not be required for the attached property list.**

### BASIS OF PROPOSAL

Proposals are solicited on the basis of unit prices for the various items of the work, all as provided in the Proposal Form and Agreement.

This Asbestos Services Contract shall be in effect for a period beginning from award of the contract through **December 31, 2021**, or until contract amount for services rendered totals the amount of contract awarded, whichever occurs first.

### WITHDRAWAL OF BIDS

Any bidder who has submitted a bid to the City may withdraw his bid at any time prior to the scheduled time for the receipt of bids. No bidder may withdraw his bid after the time stated in the Notice to Bidders for receiving bids, and his bid shall be firm and shall remain firm for a period of sixty (60) days thereafter.

### TAXES AND FEES

The Contractor shall pay all sales, use and other taxes and fees that are lawfully assessed against the Owner or Contractor in connection with the work included in this contract.

### BASIS FOR AWARD

This Service Contract shall be awarded to the lowest responsible bidder on the basis of the lowest base bid for all unit prices for work included in the proposal. The number of Air and Bulk Samples required, and the hours required for an Air Sampling Technician or a Project Monitor are estimates only. No guarantee is made as to minimum or maximum amounts.

### METHOD OF PAYMENT

After all conditions of the specifications are met, the Contractor shall submit invoices monthly to the **COMMUNITY DEVELOPMENT DEPARTMENT; 1022 MAIN STREET, P.O. BOX 69; NIAGARA FALLS, NEW YORK 14302-0069**, for approval, upon which payment will be made. Payment shall be made within forty-five (45) days after receipt of invoices.

The name and address of the location where samples were taken, the date sample was taken, and the type of sample (air, bulk) shall be stated on the invoice. Invoices are to be broken down by billing code, and **City Project Identification Number (CPIN)**.

**PROPOSAL**

**TO:** City Administrator  
City Niagara Falls, New York

Dear Sir:

The undersigned hereby declare that they are the only persons interested in this bid; that it is made without connection with any person or firm making another bid for the same contract; that the bid is in all respects fair and without collusion or fraud; that no official or officer of the City of Niagara Falls, New York, nor any person in the employ of said City is directly or indirectly interested in this bid, in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also declare that they will commence work **IMMEDIATELY** after **NOTICE TO PROCEED** and will complete the work in accordance with the terms of the contract.

The undersigned also declare that they have carefully examined the form of contract and specifications herein referred to on file in the office of Community Development, and will provide all the necessary equipment, safety supplies, tools, materials, appliances, storage area, and means of transportation called for by said contract and specification, and, in accordance with their requirements.

For furnishing all materials, labor, supervision and services necessary for the following project:

**ASBESTOS CONSULTANT SERVICES CONTRACT  
2020  
FOR THE CITY OF NIAGARA FALLS, NEW YORK**

For the following price to wit:

**BASE BID:** \_\_\_\_\_ (\$ \_\_\_\_\_)  
Base Bid in Words Base Bid Numerically

# ASBESTOS CONSULTANT SERVICES CONTRACT FOR 2020

## Unit Price Sheet

Bid Item	Bid Item Description	Unit	Quantity	Unit Bid Price Dollars/Cents	Total Dollars/Cents
1	Asbestos Inspection and Preparation of Report	Ea	NA	NA	NA
2	Polarized Light Microscopy (PLM) Analysis- for friable materials such as plasters, pipe insulation, white-backed linoleums, etc.	Ea	NA	NA	NA
3	Polarized Light Microscopy (PLM) Analysis- for Non-friable materials such as floor tiles, ceiling tiles, linoleums, mastics, caulking, etc.	Ea	NA	NA	NA
4	Transmission Electron Microscopy (TEM) Analysis- for Non-friable materials such as floor tiles, ceiling tiles, linoleums, mastics, caulking, etc.	Ea	NA	NA	NA

**Note** - Exact sample quantity will be dependent on the total number of different homogenous types of building materials present in the structure that are suspect for asbestos. In most cases, three samples of each homogeneous suspect asbestos containing material are the required sample quantity. If it is above the proposed amount, samples will be held without analysis until approved by the CITY. Quantities below are estimates.

Bid Item	Bid Item Description	Unit	Quantity	Unit Bid Price Dollars/Cents	Total Dollars/Cents
5	AREA AIR MONITORING AND ANALYSIS (PCM) Monday thru Friday	Ea	500		
6	BULK SAMPLE ANALYSIS (PLM)	Ea	1200		
7	BULK SAMPLE ANALYSIS (TEM)	Ea	300		
8	INDUSTRIAL HYGIENIST OR TECHNICIAN Monday thru Friday	Hr	1600		
9	24 HOUR TURNAROUND ANALYSIS RESULTS				
A	Area sample (PCM) - Monday thru Friday	Ea	500		
B	Bulk sample (PLM)	Ea	100		
C	Bulk sample (TEM)	Ea	100		
10	PROJECT MONITORING Monday thru Friday	Hr	1900		

**TOTAL BID PRICE: \$** \_\_\_\_\_

# PROPOSAL

Post Office Address:

\_\_\_\_\_  
Address/Street Name

\_\_\_\_\_  
Name of firm

\_\_\_\_\_

\_\_\_\_\_  
Print Name of person authorized to make bid for firm

\_\_\_\_\_

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Signature of person authorized to make bid for firm

Date: \_\_\_\_\_

Names of Officers of Firm or Corporation  
(Typed or Printed)

\_\_\_\_\_ President

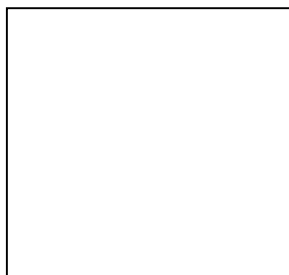
\_\_\_\_\_ Secretary

\_\_\_\_\_ Treasurer

Street Address \_\_\_\_\_

City \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_



Affix Seal if a Corporation



# **ASBESTOS CONSULTANT SERVICES CONTRACT FOR 2020**

## **ARTICLE I - SERVICE AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **CITY OF NIAGARA FALLS, NEW YORK**, a municipal corporation with an office at 745 Main Street, Niagara Falls, New York 14302, ("**CITY**"), and \_\_\_\_\_ a Consultant with an office at \_\_\_\_\_ ("**CONTRACTOR**"), for the purpose of **ASBESTOS SURVEYS, CLEARANCE REPORTS, AREA AIR MONITORING, SAMPLING AND ANALYSIS, AND BULK SAMPLING AND ANALYSIS** of materials which may be contaminated with asbestos fibers and **ASBESTOS ABATEMENT PROJECT MONITORING**. **These properties will all be controlled demolitions with asbestos in place. Asbestos Surveys and related work will not be required for the attached property list.**

## **ARTICLE II - SERVICEABILITY**

**CONTRACTOR** agrees to provide Asbestos Surveys, Clearance Reports, Area Air Monitoring, Sampling and Analysis, and Bulk Sampling and Analysis of materials which may be contaminated with asbestos fibers and to provide Asbestos Abatement Project Monitoring services, in a timely manner at the request of the **CITY** so as not to disrupt the **CITY'S** work schedule or adversely affect work production.

**CONTRACTOR** shall obtain and keep in effect during the entire term of this Agreement, the necessary licenses, certifications and/or permits from all governmental agencies required to perform the services of this contract.

**CONTRACTOR** shall furnish a qualified industrial hygienist or air-sampling technician to conduct air sampling. **CONTRACTOR** shall also furnish all necessary sampling equipment including, but not limited to all pumps with associated tubing, supports, and air flow measuring devices, recording devices, filter media, forced air equipment, and agitation fans. **CONTRACTOR** will be allowed to use any available power sources at the job site outside of the isolated work area. If power is unavailable, the **CONTRACTOR** shall make arrangements for power as is needed to perform his work and shall pay all related costs.

The period of time permitted between the collection of air samples and/or the receipt of bulk samples and the results received by the **CITY'S** Community Development Department shall not exceed seventy-two (72) hours. However, the **CITY**, or its duly authorized representative, can request that sample analysis results of air and bulk samples be received by the Community Development Department within twenty-four (24) hours of receipt, or collection by the **CONTRACTOR**, whenever the **CITY** deems it necessary.

## **ARTICLE III - FAILURE TO PERFORM**

Whenever the **CONTRACTOR** fails to perform services in accordance with this Agreement, the **CITY** reserves the right to engage the services of other qualified contractors. Any additional expenses incurred above the bid prices in this Agreement due to the **CONTRACTOR'S** inability to perform the services required, will be the **CONTRACTOR'S** responsibility.

The **CITY** also reserves the right to terminate this Agreement whenever the **CONTRACTOR** fails to perform services, in accordance with the terms of this Agreement.

## **ARTICLE IV - SAFETY**

**CONTRACTOR** shall comply with all Federal, State and local laws and regulations governing the furnishing and use of safeguards, safety devices, and protective equipment, and shall undertake such action on its own responsibility, as reasonably necessary, to protect health, welfare, and property for the duration of this Agreement.

# **ASBESTOS CONSULTANT SERVICES CONTRACT FOR 2020**

## **ARTICLE V - INSURANCE**

Please note pages titled, "INSTRUCTIONS FOR CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE".

## **ARTICLE VI - TERM OF AGREEMENT**

This Agreement shall be effective upon execution by both parties and shall terminate on **December 31, 2021, inclusive**.

## **ARTICLE VII - DISPUTES**

Except as this Agreement otherwise provides, all claims, counter-claims, disputes, and other matters in dispute between the **CITY** and **CONTRACTOR** arising out of, or relating to this Agreement, or the breach of it, will be decided by arbitration, if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of New York, in the absence of such mutual agreement.

## **ARTICLE VIII - COMPLIANCE WITH LAWS**

**CONTRACTOR** and the **CITY** shall comply with all applicable local, State and Federal laws pertaining to the services to be provided in this Agreement.

## **ARTICLE IX - INDEPENDENT CONTRACTOR**

The work and labor herein provided for shall be performed and furnished by the **CONTRACTOR** as an independent contractor and under the sole supervision, management, direction, and control of **CONTRACTOR**, in accordance with the terms and conditions of this Agreement

## **ARTICLE X - FORCE MAJEURE**

Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created.

## **ARTICLE XI - ASSIGNMENT**

This Agreement is assignable with the prior written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, or required in the event of assignment by operation of law, or to an affiliate of **CONTRACTOR**.

## **ARTICLE XII - SEVERABILITY AND SURVIVAL**

In case any one or more of the provisions contained in this Agreement, shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained here-in. The provisions of **ARTICLES I AND VIII** shall survive the termination of this Agreement.

**ASBESTOS CONSULTANT SERVICES CONTRACT FOR 2020**

**ARTICLE XIII - NOTICES**

Notice of conditions or situations affecting the ability of either party to perform the services outlined in this Agreement shall be given in writing to the parties at their respective address shown above.

**ARTICLE XIV - ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between **CONTRACTOR** and the **CITY** hereto, and cancels, and supersedes all prior negotiations, representations, understandings and Agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations, or modifications to this Agreement will be effective unless in writing and signed by **CONTRACTOR** and the **CITY** hereto. To the extent, if at all, this Agreement differs, or is in conflict with any bid documents or specifications, this Agreement shall control in consideration of the adjustment in price from the bid amount to the price specified herein.

**IN WITNESS WHEREOF**, the **CITY** and **CONTRACTOR**, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

**CITY OF NIAGARA FALLS, NEW YORK**

By: \_\_\_\_\_  
ROBERT M. RESTAINO, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CONTRACTOR**

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

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

# **ASBESTOS CONSULTANT SERVICES CONTRACT FOR 2020**

## **TECHNICAL - DETAILED SPECIFICATIONS**

### **GENERAL REQUIREMENTS**

**SCOPE OF WORK** - The work under this Contract includes the furnishing of all labor, materials, tools, accessories, services, technicians and equipment necessary for the work as described in the Instructions to Bidders, and as listed in the Proposal, complete and in accordance with the specification. Contractor shall supply and maintain all utilities (electrical power, generators, water, etc.) required to perform all phases of this contract.

- A. **THESE PROPERTIES WILL ALL BE CONTROLLED DEMOLITIONS WITH ASBESTOS IN PLACE. ASBESTOS SURVEYS AND RELATED WORK WILL NOT BE REQUIRED FOR THE ATTACHED PROPERTY LIST. (APPENDIX A)**

**CODES, ORDINANCES, LAWS AND REGULATIONS** - The Contractor(s) and Subcontractors shall observe and comply with all Federal, State and local codes, ordinances, laws and regulations in force, and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from, or based on, any violation of the same.

The Contractor(s) shall pay for and obtain all certifications, permits, and licenses for the work, and shall comply with all State requirements for services of this type.

**SAFETY** - Contractor and Subcontractors shall comply with all Federal, State and local laws and regulations governing the furnishing and use of safeguards, safety devices, and protective equipment, and take any other needed actions on his own responsibility, as reasonably necessary, to protect the life and health of employees on the job, safety of the public, and to protect property for the duration of this contract.

# **ASBESTOS CONSULTANT SERVICES CONTRACT FOR 2020**

## **TECHNICAL - DETAILED SPECIFICATIONS**

### **BID ITEM 1 - ASBESTOS SURVEY**

### **BID ITEM 2 - AREA AIR MONITORING AND ANALYSIS (PCM)**

### **BID ITEM 3 - BULK SAMPLE ANALYSIS (PLM)**

### **BID ITEM 4 - BULK SAMPLE ANALYSIS (TEM)**

### **BID ITEM 5 - INDUSTRIAL HYGIENIST OR TECHNICIAN**

### **BID ITEM 6 - 24 HOUR TURN AROUND ANALYSIS**

The licensed asbestos contractor shall prepare an asbestos survey in conformance with Industrial Code CR56 Subpart 56-5 using inspectors certified in compliance with Industrial Code CR56 Section 56-3.2(d), to determine whether or not the building or structure, or portion(s) thereof to be demolished contains ACM, PACM or asbestos material. This asbestos survey shall be completed and submitted prior to commencing work.

Inspection of the areas and materials at the structure to evaluate the structure for demolition,

- Formulate an inventory list of suspect materials, locations and estimated quantities,
- Conduct material sampling of suspect materials as needed of materials not previously tested,
- Independent laboratory analysis of suspect asbestos material by an accredited laboratory,
- Review of sample results, and
- Produce asbestos inspection report in industry standard format to include at minimum the laboratory sample reports, chain of custody documents, executive summary and a listing of sample locations. Survey will state whether asbestos containing material is to be removed prior to demolition or if structure is to be demolished in controlled demolition with a.c.m. remaining in place.

The **CITY**, or its duly authorized representative, shall determine the number of air samples taken, but in no case, shall the number be less than the minimum required by applicable local, State and Federal laws. The placement of air sampling equipment shall be mutually agreed upon between the **CITY** and the **CONTRACTOR**. Sampling equipment shall not be placed in locations not previously agreed upon by the **CITY** or its duly authorized representative.

Whenever area air monitoring is required during abatement activity, such monitoring shall be performed for the full work shift. It shall be the responsibility of the contractor to assure that the technician has all pumps calibrated, positioned, and running no later than the start of the work shift and shall continue to run until the end of the work shift. When air sampling is completed, the pumps shall again be calibrated and both pre and post calibrations shall be recorded and witnessed by the Asbestos Handling Contractor. The technician shall only be paid for the time it takes to perform pre and post-calibrations of pumps, set-up and break down of equipment, and time necessary to record all required data.

Bulk samples shall be labeled with name and address of location where sample was taken, date sample was taken, type of material sampled, sample number and **City Project Identification Number (CPIN)**. The **CONTRACTOR'S** reports shall refer to the same information.

Analysis of all air samples shall be by Phase Contrast Microscopy (PCM). Analysis of all bulk samples shall be by Polarized Light Microscopy (PLM), unless otherwise requested by the **CITY**. However, PLM is not consistently reliable in detecting asbestos in floor coverings, roof materials, and similar non-friable, organically bound materials. To be considered non-asbestos containing materials, confirmation must be made by quantitative Transmission Electron Microscopy (TEM). Therefore, any non-friable, organically bound suspect material that test negative for asbestos by PLM shall be confirmed by quantitative TEM.

The laboratory used for analysis shall be accredited by the **American Industrial Hygiene Association (AIHA)** for the selected methodology of sampling and analysis of asbestos, or certified by the Department of Health pursuant to Section 502 of the Public Health Law. **CONTRACTOR** shall submit proof of the above accreditation with his bid for the services of this Agreement.

# **ASBESTOS CONSULTANT SERVICES CONTRACT FOR 2020**

## **TECHNICAL - DETAILED SPECIFICATIONS**

**CONTRACTOR** shall analyze air samples and assure quality control in accordance with Appendix A of (40 CFR 763.121) - EPA/OSHA Reference Method - Mandatory or an equivalent method approved by the CITY or its duly authorized representative. **CONTRACTOR** shall submit a detailed report at the completion of each asbestos project summarizing the results of all services performed. The report shall include, but not be limited to the following:

- A) Daily field log,
- B) Air and bulk sampling results,
- C) Procedures and methodologies selected, equipment and microscopes utilized,
- D) Laboratory qualifications,
- E) Qualifications of personnel performing sampling and analysis,
- F) Computer Aided Design (CAD) drawings of air sampling locations, or neatly hand drawn sketches, to scale, on at least 8-1/2" X 11 " paper, in blue or black ink, accurately showing air sampling locations, with all necessary identification required for each location.

## **PROJECT MONITORING SERVICES**

### **SCOPE OF WORK**

- A. Under this bid item the Contractor shall furnish all labor, materials, tools, equipment, and incidentals required to perform Project Monitoring of asbestos abatement at locations as directed by the City.
- B. The qualified Project Monitor shall be at the job site from the start of work site preparation until final clearance air monitoring has been achieved. Project monitor must be present at all times when asbestos containing materials are being handled or disturbed in any manner.
- C. The MONITOR is hereby notified that all contract documents for an Asbestos Abatement project will be supplied by the City of Niagara Falls in conjunction with this agreement. The Project Monitor shall be responsible for all applicable requirements of said contract in the performance of the services required under this agreement and shall assure all work performed by asbestos contractor is in accordance with all local, State and Federal rules and regulations.
- D. Project Monitoring services required shall include, but not be limited to, the following:
  - 1. Assure NYSDOL and EPA notifications are properly completed and filed.
  - 2. Ensure isolation barriers are constructed properly and perform daily inspections of same, and record in daily log.
  - 3. Ensure personal and waste decons are constructed properly and perform daily inspections of same, and record in daily log.
  - 4. Assure all necessary warning signs are posted at start of and during all phases of project. Perform daily inspection to insure signs are intact, and instruct contractor to replace any and all missing signs. Also assure that all necessary postings (notifications, certifications, licenses, variances, etc.) are displayed in accordance with Code Rule 56.
  - 5. Ensure proper work area entry/exit procedures are followed. Review log in sheets with workers list. Ensure that original signatures are entered on log in sheets.
  - 6. Ensure all services and work procedures are performed in accordance with all applicable local, State, Federal, OSHA, rules and regulations.
  - 7. Ensure decontamination and clean-up procedures are strictly adhered to. Remove all unnecessary Non Asbestos Containing Materials, from the work site daily.
  - 8. Project monitoring shall not be required when asbestos handling contractor is not at the work site. Project Monitor shall coordinate with the asbestos handling contractor to eliminate unnecessary project monitoring.

# **ASBESTOS CONSULTANT SERVICES CONTRACT FOR 2020**

## **TECHNICAL - DETAILED SPECIFICATIONS**

9. Project Monitor shall review and stamp all documents as required by the Asbestos Handling Contractor's contract as prepared by the City, including bidder qualifications, employee documentation company documentation, and closeout documents.

Documents shall have the following wording stamped on them:

- APPROVED
- APPROVED AS NOTED
- REJECTED

with the appropriate item checked off. The stamp shall also have an area for the date of review and the signature of the Project Monitor. Project documentation must be submitted to the Director of Community Development, by the Project Monitor, prior to processing final payments for both the Asbestos Handling contractor and the Project Monitor.

10. Ensure that the Asbestos Handling Contractor uses the City's Waste Shipment Manifest, or an appropriate manifest acceptable by NYSDEC, NYSDOL, and USEPA, and that all portions of the manifest are completed and documented properly. The City will only accept this manifest as proof of proper disposal of asbestos containing materials.
11. Review employee documentation. Create a list of employees for whom full documentation has been received. Use this list daily for review of employees entering work area. Maintain documentation on project site. Require current information for all new employees on the site.
12. Review company documentation. Review all submittals. Maintain a copy of submittals on project site. Review products and equipment against list. Require additional information on all new or undocumented items.
13. Review schedule and description of the work. Review any unclear items with City Engineer and the asbestos handling contractor. Ensure that proper notifications are computed and filed with NYSDOL and EPA.
14. Review location of air monitoring equipment. Exhaust air and monitoring shall be installed in a manner so that the security of the building may be maintained after hours.
15. At the completion of the Asbestos Abatement Project, the Project Monitor shall furnish to the Director of Community Development/City Engineer, neatly bound in hard cover binders, the following:
- a. Employee Documentation (required for each employee)
    - i. Copy of Asbestos Handling Certificate (both sides)
    - ii. Medical Statement (less than one (1) year old)
    - iii. EPA and NYS Approved Handlers or Supervisor Course
    - iv. Certificate of Workers Acknowledgement
    - v. Respirator Fit Test (less than 6 months old) or as per latest regulations.
  - b. Company documentation
    - i. Asbestos Handling License
    - ii. Asbestos Project Notification
    - iii. Waste Transporter Permit
    - iv. Notarized certification
    - v. Manufacturer's certification and literature on all equipment
    - vi. Manufacturer's Product Data and Material Safety Data Sheets for all materials
    - vii. Schedule and description of sequence of work

# **ASBESTOS CONSULTANT SERVICES CONTRACT FOR 2020**

## **TECHNICAL - DETAILED SPECIFICATIONS**

- c. Documentation During Project
  - i. Copies of all manifests, bills of lading, and landfill receipts weekly
  - ii. Air testing results
  - iii. Daily job logs
  
- d. Project Closeout Submittals
  - i. Waste manifests (Original City Copy)
  - ii. Project record documents
  - iii. Job log books
  - iv. Warranties
  - v. Consent of Survey (AIA G70)
  - vi. Contractor's Affidavit of Payments of Debts & Claims (AIA 6706)
  - vii. Contractor's Affidavit of Release of Liens (AIA G706A)

### **PROJECT PROCEDURES**

- A. Review work area at start of each shift with contractor's supervisor. Inspect integrity of enclosure, continuity of exhaust duct, etc.
  
- B. Review log-in sheets with workers list. Ensure that original signatures are entered on log-in sheets by personnel entering and exiting work site each day.
  
- C. Document work done each day. Describe in detail in project log. Document visitors to project site.
  
- D. Review signs each day. Instruct contractor to replace any and all missing signs. If signs are a problem in a location, work with contractor to provide a satisfactory solution. (i.e. under glass or plastic).



**INSTRUCTIONS FOR  
CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE**

Standard Insurance Requirements apply to the following classifications:

Construction and Maintenance  
Purchase of, or lease of merchandise or equipment  
Professional Services  
Property Leased to others or Use of Facilities or grounds  
Concessionaire Services  
Livery Services  
All Purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of work and/or lease or delivery of merchandise or equipment.

Certificate should be delivered to the City of Niagara Falls, New York, 745 Main Street, Rom 242, P.O. Box 69, Niagara Falls, New York 14302-0069 and should reference the contract, bid, quote, RFP or operation being performed.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder.

All Certificates of Insurance shall be approved by the Risk Management Department prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

**A. Comprehensive General Liability**

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000.00 per occurrence and \$3,000,000.00 annual aggregate. The coverage shall include:

- \* Premises and Operations
- \* Products and Completed Operations
- \* No exclusion for X C U coverage (explosion, collapse and underground)
- \* Independent Contractors
- \* Broad Form Property Damage
- \* Contractual Liability
- \* Fire Legal Liability (Covered by a standalone limit of \$1,000,000)
- \* Personal Injury Liability (Cov. A, B and C)
- \* Liquor Liability (if alcoholic beverages are to be dispensed under NYS License.)
- \* If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability).
  
- B. **Auto Liability:** (if licensed vehicles are to be used in the operation) With a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).
- C. **Excess Umbrella Liability:** If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.
- D. **Owners Protective Liability:** (on contracts for construction which exceed a cost of \$100,000) With a minimum limit of \$1,500,000.00 each occurrence and \$3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.
- E. **Professional Liability:** If the contract includes professional services (engineers, architects, etc.,) contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00).
- F. **Property Insurance:** (if applicable) Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.
- G. **Statutory Workers' Compensation and Employers Liability:** All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.
- H. **Performance and Payment Bond: (if specified in bid request)** A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the City of Niagara Falls in the amount of not less than 100 per centum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

**NOTE: IF THE CONTRACT IS FOR PROFESSIONAL SERVICES ONLY, (ENGINEERS, ARCHITECTS, ETC.,) PARAGRAPHS D, F AND H WILL NOT APPLY.**

**Revised 02-16-2018**

# INSURANCE INFORMATION FORM

The undersigned insuring agent hereby certifies that he has reviewed the insurance market and feels that the Contractor herein can secure the insurance as required by the specifications herein.

## ASBESTOS CONSULTANT SERVICES CONTRACT FOR 2020 FOR CITY OF NIAGARA FALLS, NEW YORK

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Insurance Company: \_\_\_\_\_

Insurance Company Agent: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature (Certification) of Agent: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID**

# **APPENDIX A**

## **LOCATION INFORMATION**

1/6/2020

**CITY OWNED PROPERTIES**

**READY FOR DEMOLITION**

1. 670 Ashland Avenue
2. 1109 Center Avenue
3. 1162 Center Avenue
4. 1133 Fairfield Avenue
5. 1143 Garden Avenue
6. 1304 Garden Avenue
7. 3006 Highland Avenue
8. 3110 Highland Avenue
9. 3614 Highland Avenue
10. 1117 Linwood Avenue ( 3 houses)
11. 1546 North Avenue
12. 964 Ontario Avenue
13. 1373 Ontario Avenue
14. 1879 Ontario Avenue
15. 1654 South Avenue
16. 520 – 6<sup>th</sup> Street
17. 528 – 6<sup>th</sup> Street
18. 528 ½ - 6<sup>th</sup> Street
19. 442 – 9<sup>th</sup> Street
20. 449 – 9<sup>th</sup> Street
21. 2324 – 15<sup>th</sup> Street
22. 2112 – 18<sup>th</sup> Street
23. 414 – 19<sup>th</sup> Street
24. 494 – 20<sup>th</sup> Street