

Telephone: 716-286-4371
 Fax: 716-286-4337



CITY OF NIAGARA FALLS, NEW YORK
DIVISION OF PURCHASING
 City Hall, Room 214
 745 Main Street
 Niagara Falls, NY 14302-0069

The City of Niagara Falls, New York (“the City”) is requesting sealed submissions from vendors for the purchase of topsoil pursuant to the following instructions, General Conditions and Specific Terms, Conditions and Specifications.

Sealed submissions will be received, publicly opened and read aloud in the Purchasing Office at City Hall as follows:

<u>Time</u>	<u>Date</u>
11:00 A.M.	TUESDAY, MARCH 24, 2020
FOR: TOPSOIL	

in accordance with the specifications on file at the above address. The City reserves the right to reject any and all submissions, and waive any informality.

One (1) original submission and one (1) copy shall be submitted to:

CITY OF NIAGARA FALLS, NEW YORK
 DIVISION OF PURCHASING
 City Hall, Room 214
 745 Main Street
 PO Box 69
 Niagara Falls, NY 14302-0069

The City will officially distribute submission package documents from the Division of Purchasing. Submission package documents are also available on the Purchasing Division’s website, www.niagarafallsusa.org/government/city-departments/purchasing. Copies from any other source are not considered official copies. Only those vendors who obtain documents from the sources listed are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from a source other than the sources listed, it is recommended that you obtain an official copy.

The envelope or packing container containing the submission must bear the vendor name and address, be sealed and must be clearly marked in the LOWER LEFT CORNER with the submission number. Submissions which are received in a packing envelope or container should also bear the submission number in a conspicuous place. Failure to do this may necessitate the premature opening of the submission which may compromise its confidentiality.

Any and all submissions and contracts/agreements made or awarded by the City or any department, agency or official thereof for work or services performed or to be performed, or goods purchased or sold or to be purchased or sold are made subject to the provisions of Chapter 861 of the Laws of New York, 1953, as amended by Chapter 751 of the Laws of New York, and as now contained or as may hereafter be amended. The provisions of the New York State General Municipal Law Section 103a and 103b are applicable to this offering.

This offering is open to all departments and subdivisions of the City.

The total number of pages contained in this package should be **fifteen (15)** including attachments. If any pages are missing, please contact the Purchasing Division.

General Conditions (Page 1 of 4)

1. It is highly recommended that vendors completely read this entire document to become acquainted with the terms and conditions of this document and its requirements. No relief will be allowed from conditions herein unless a vendor takes written exception to that condition in its submission.
2. The City reserves the right to accept any submission hereunder by items, or as a whole, or to reject any or all items or to waive any informalities in a submission. In case of error in the extension of prices in a submission, the unit price will govern.
3. No submission will be accepted unless it is accompanied by a bid bond or a certified check (the "submission deposit") IF REQUIRED. See the "Specific Terms, Conditions and Specifications" section of this document.

If a certified check is submitted, said certified check shall be duly certified by an incorporated bank or trust company. The amount thereof shall become the property of the City as liquidated damages if the vendor whose submission is accepted shall fail to enter into a contract/agreement with the City or shall fail to give the security for the performance of the contract/agreement as required upon notice to it as set forth herein.

The aforementioned submission deposit from each vendor except the successful vendor(s) shall be returned within sixty (60) calendar days of the opening of the submissions. The remaining submission deposit(s) shall be returned after the City has awarded the contract/agreement.

4. Vendors must use this form or a submission may be considered void. All submissions must be printed in ink, typewritten or computer generated. Any additional information a vendor desires to add to its submission shall be neatly handwritten, typed or computer generated on separate sheets of paper, as necessary. SUBMISSIONS MUST BE SIGNED IN BLUE OR BLACK INK.
5. Submissions which are received after the time designated, whether mailed or otherwise submitted, shall not be opened nor otherwise considered. Facsimile and/or electronically mailed submissions are not acceptable and will be rejected.
6. No vendor may withdraw any submission within forty-five (45) days after the opening thereof. All prices set forth therein shall be held firm during the above time period, and for any additional time period specified in the Specific Conditions.
7. No submissions will be accepted from, nor any contract/agreement awarded to, any person or entity who is in arrears in taxes or otherwise indebted to the City or who has defaulted as surety or otherwise upon a contract or obligation to the City.
8. No interpretation of the meaning of the specifications or other documents will be made to any vendor orally. Every request for such interpretation should be in writing, addressed to the City of Niagara Falls, New York Purchasing Division, 745 Main Street, Room 214, Niagara Falls, New York 14301, and to be given any consideration, must be received seven (7) days prior to the date fixed for the opening on submissions. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed by certified mail, return receipt requested, to all prospective vendors (at the respective addresses furnished for such proposals), not later than three (3) days prior to the date fixed for the opening of submissions. Failure of any vendor to receive addendum or interpretation shall not relieve such vendor from any obligation under his submission as submitted. All addenda so issued shall become part of the specifications for this offering. No verbal statement made by a City employee, or anyone else, is binding, nor shall such statement(s) be considered a part of this offering.
9. Vendors must clearly state any contingency upon which a submission is made, if any.

General Conditions (Page 2 of 4)

10. Failure to supply any requested information, or to submit prices for all items may cause a submission to be considered informal or result in a vendor being declared non-responsible.
11. Failure to complete and sign the “Vendor’s Certification & Assignment of Claim” may result in the submission being rejected.
12. Failure to complete, sign and have notarized the “Affidavit of Non-Collusive Submission Certification” may result in the submission being rejected.
13. Failure to complete, sign and have notarized the “Certification of Compliance with the Iran Divestment Act” may result in the submission being rejected.
14. If a vendor is not making a submission, it is important that the vendor answer this offering by completing and mailing back the “Non-Submission Certificate” in this package. Failure to respond to two successive offerings may result in a vendor being removed from the mailing list.
15. The City may make such investigations as deemed necessary to determine the responsibility of any vendor to perform work and/or furnish goods and services, and any vendor shall furnish to the City all information, samples and data required by the City, including financial data, within the time, in the form, and in the manner required by the City. The City reserves the right to reject any submission if the evidence submitted by or investigation of any such vendor fails to satisfy the City that any such vendor is responsible, or is able or qualified to carry out the obligations of the vendor as contemplated herein. Additionally, if a business entity, the vendor must be authorized to do business in the State of New York.
16. Provision of any required performance bond is the responsibility of the vendor. The successful vendor shall, within ten (10) business days after the date of notification of award, furnish the City with a performance bond in a sum equal to the amount set forth herein. In the event a vendor fails to furnish the performance bond within the specified time period, then the submission deposit of the vendor shall be retained by the City as liquidated damages and not as a penalty. IT IS BEING NOW AGREED that said sum is a fair estimate of the amount of damages that the City will sustain due to the vendor’s failure to furnish said bond. See the “Special Conditions” section of this document.
17. Prices are to be submitted: NET, F.O.B. Destination to all Niagara Falls Departments/Agencies, Political Subdivisions and other Niagara Falls municipalities authorized by law, including inside delivery. No unit price change will be permitted during the contract/agreement period. Prices include all transportation charges delivered inside. “Tailgate Delivery” not accepted except where specified. Cash discounts, if any, are to be clearly stated.
18. All submissions are subject to delivery as stated herein and must state when delivery can be made.
19. All postage, freight, express, cartage or other transportation charges shall be prepaid by vendor.
20. The City will not pay any type of fuel surcharge on any item or contract/agreement unless specifically indicated as such by the City in the general or specific conditions. Any fuel charges added which were not authorized in writing by the City will be deleted from any payments made to the vendor.
21. Submissions shall not include any Federal, State, or Local excise, sales, transportation, or other tax unless the Federal or State Law specifically levies such tax on the purchases made by a political subdivision. Exemption certificates will be furnished by the Purchasing Division when required.

General Conditions (Page 3 of 4)

22. In case of default in delivery performance in furnishing items awarded to a vendor, the City may procure the materials and/or services from other sources and hold the vendor responsible for any excess cost occasioned thereby. However, the vendor shall not be charged for any excess cost occasioned by the City by the purchase of materials and/or services in the open market or under other contracts when the delay of the vendor is due to unforeseen causes beyond the control and without the fault or negligence of the vendor.
23. In the event any item or items in this offering are made available to the City on a New York State Government contract or bid/quote from another municipality at a unit price lower than the price upon which award is made hereunder, the City reserves the right to purchase at the lower price under such contract or bid/quote, notwithstanding the award herein, after offering the awarded vendor the opportunity to meet or better the item price therein.
24. The use of a manufacturer or of any particular name, trademark or brand, in describing an item does not restrict vendors to that manufacturer or specific article; but the article on which submissions are made must be of such character or quality that it would serve the purpose for which it is to be used equally as well as that specified. Submissions will only be accepted in accordance with specifications on file or approved equal. In the event a submission is made on alternative or substitute article(s), the vendor must so state and give complete descriptions of the article(s) so offered which explain the differences between the specification and the offering (size, gauge, weight, etc.).

Where a brand name or catalog reference is included in the specifications, it shall be interpreted to mean that proprietary product or equal approved. If item submitted is not the particular brand name product, the vendor shall state in its submission what it is submitting as equal or as alternate item(s). Catalog cuts and descriptive literature shall accompany the submission. In all cases, final judgment as to whether or not an item meets the specifications rests with the City. Alternative proposals for materials and/or equipment to serve the purpose intended will be considered.
25. All items are to be submitted on an “as equal” basis.
26. Quantities listed are on a more or less basis of what the City anticipates unless specified otherwise herein.
27. Samples of items, when required by the City, must be furnished free of expense at the time specified and will, upon request, be returned at the vendor’s expense, if not destroyed by tests.
28. All materials furnished are to be guaranteed free from defects and anything found defective or contrary to order no matter in what stage of completion may be rejected and shall be made good by the vendor at its own expense.
29. Workmanship shall be first class in every respect without exception and shall be equal to the best modern practices.
30. Certain labor tasks/services require the payment of prevailing wage in accordance with state law. If this offering includes such labor tasks/services, the requirements of same shall be set forth in the section entitled “PREVAILING RATE SCHEDULE” herein. Certified payroll reports will be required before payments are made.
31. If installation is required, the vendor shall clean up and remove all debris and rubbish resulting from the work and leave the premises broom clean.
32. The City reserves the right to terminate this contract/agreement at any time for any reason in whole or in part upon thirty (30) days written notice to the successful vendor. The City also reserves the right to cancel the contract/agreement upon ten (10) days written notice for non-performance. The contract/agreement may also be cancelled or amended by the City if the City encounters continuing or irresolvable problems with the selected vendor(s) concerning quality of products, service levels, pricing discrepancies or delivery problems.

General Conditions (Page 4 of 4)

33. No contract/agreement shall be assigned or any part of the same sub-contracted without the written consent of the City, but in no case shall such consent relieve the vendor of its obligations, or change the terms of the contract/agreement.
34. The vendor shall not assign, transfer or convey the contract/agreement or any right, title or interest therein without previous consent, in writing, from the City.
35. The vendor shall, at all times, observe and comply with all Federal, New York State, Niagara County and City of Niagara Falls laws, ordinances and regulations, which may in any manner affect the preparation of proposals or the performance of the contract/agreement.
36. Upon award of this offering, successful vendors shall forward a completed W-9 form to the purchasing Division no later than ten (10) days following the notification of award. Vendors already doing business with the City shall only be required to forward this form if it differs from the one currently on file with the City.
37. As part of this offering and subsequent award, the City shall not complete any credit application or related forms, and shall not be required to agree to any payment terms aside from those set forth herein. If a vendor requires additional payment terms and/or a completed credit application, this must be clearly stated in writing at the time the vendor submits its bid/quotation/proposal.
38. If a vendor attempts to impose additional payment terms and/or attempts to require a completed credit application from City following the opening of the bids/quotations/proposals, this shall be grounds for either rejection of the vendor's submission and/or rescission of an award to said vendor.
39. If you have any questions about this document other than those which are required to be submitted in writing, please contact Purchasing Agent Douglas Janese at (716) 286-4372.

Specific Terms, Conditions and Specifications (Page 1 of 1)

1. Quotations will be received by the Purchasing Division of the City of Niagara Falls, New York (“the City”) at City Hall, 745 Main Street, Niagara Falls, New York 14301, Room 214 for the purchase of topsoil as described herein.
2. The term of this contract/agreement shall be from May 1, 2020 through April 30, 2021 (“the term”). All pricing must remain firm for the entire aforementioned term.
3. No bid bond or certified check will be required for this offering.
4. No performance bond will be required for this offering.
5. Upon award of this offering, the successful vendor must submit certificates of insurance to the City which meet all of the requirements set forth in the attached “Instructions for City of Niagara Falls Standard Insurance Certificate.” Said certificate(s) of insurance must be received by the Purchasing Division no later than ten (10) business days following the date of notification of award. Failure to do so may result in the award being negated.
6. Following the opening of all valid submissions, the City will conduct its due diligence. The City will then either reject all submissions or award by items, or as a whole to the successful vendor(s) within thirty (30) days following the submission opening date.
7. The price quoted is to include delivery to various sites within the City of Niagara Falls, New York. Delivery is required within twenty-four (24) hours after receipt of order.
8. The material will be ordered as needed and the City will not be required to take any minimum deliveries. If your price quoted is based upon a minimum delivery amount, it must be noted. The number of cubic yards set forth on the price sheet is an estimated quantity based on historical need, and is not a guarantee of any minimum or maximum quantity which shall be ordered.
9. All topsoil must be shredded twice and must be relatively free from rocks, debris or other foreign matter.
10. The City reserves the right to inspect the material upon delivery. If, in the City’s opinion, there is too much rock, debris or other foreign matter contained therein, the Vendor must remove the material and replace it with acceptable material.
11. Submissions hereunder are also being sought on behalf of the Niagara Falls Water Board, a separate and distinct legal entity. As such, the Niagara Falls Water Board may also make purchases at the prices set forth in the successful submission.

It is understood that all materials, goods and services provided to the Niagara Falls Water Board herein shall be invoiced directly to the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, New York 14304 and shall be delivered to either that location, 1200 Buffalo Avenue, Niagara Falls, New York 14303, or any other location(s) of the Board’s choosing located in the City of Niagara Falls.

The City will bear no responsibility for any contracts/agreements, invoices, charges or debts incurred by the Niagara Falls Water Board through this or any other contract/agreement.

Upon award of this offering, the successful vendor must also submit to the Purchasing Division certificates of insurance which meet all of the requirements set forth in the attached “Instructions for Niagara Falls Water Board Standard Insurance Requirements.” Said certificates of insurance must be received by the Purchasing Division no later than ten (10) business days following the date of notification of award. Failure to do so may result in the award being negated.

Prevailing Wage Rate Schedule

The successful vendors shall meet the requirements of this section as required by state law. If this section does not include information with respect to a location, project type, PRC# or effective dates, it has been determined that there are no prevailing wage requirements for this offering.

The successful vendor shall pay not less than the prevailing wage rate established by the New York State Department of Labor. The Wage Rate Schedule, as prepared by the Department of Labor, hereby becomes part of the contract/agreement.

Prevailing Wage Rate Schedule

Location: XXXXX

Project Type: XXXXX

PRC#: XXXXX

Effective Dates: XXXXX

A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule for this project.

The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website (www.labor.state.ny.us). Updated PDF copies of the schedule can be accessed by entering the assigned PRC# at the proper location on the website. Rates can also be obtained by contacting the Department of Labor at 585-258-4505.

If you do not have internet access, you may contact the City's Purchasing Division at 716-286-4371 to request a copy of the prevailing rate schedule for this project.

The successful vendor will present a certified payroll report at the time of each billing to the City for work performed for this project, or no payment will be made until such report is received.

Price Sheet

Vendor Name: _____

Unit price per cubic yard of top soil, shredded twice per the attached specifications (Estimated number of cubic yards during the term is 300 cubic yards): _____

VENDOR'S CERTIFICATION & ASSIGNMENT OF CLAIM

THIS FORM MUST BE COMPLETED IN INK, BE TYPED OR BE COMPUTER GENERATED,
BE CLEARLY LEGIBLE AND BE SIGNED AND DATED WITH EITHER BLUE OR BLACK INK.
FAILURE TO DO THIS MAY RESULT IN REJECTION.

I/We, the undersigned, herewith propose and agree to furnish to the City any one or all of the items upon which we have submitted, for the prices indicated herein, in accordance with the instructions, General Conditions and Specific Terms, Conditions and Specifications and any other related formal documents.

The undersigned individual certifies to having read these Instructions, General Conditions, Specific Terms, Conditions and Specifications and any other related formal documents and offers to furnish the articles specified to the City in exact accordance with same at the prices herein stated.

Vendor hereby assigns to the City and the State of New York any and all of its claim(s) for overcharges associated with this contract/agreement which arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. and the antitrust laws of the State of New York, G.B.L. Section 340, et seq.

VENDOR NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

EMAIL ADDRESS

NAME & TITLE OF AUTHORIZED CONTACT

AUTHORIZED SIGNATURE

DATE

AFFIDAVIT OF NON-COLLUSIVE SUBMISSION CERTIFICATION

I hereby attest and certify that I am the person responsible within my firm for the final decision as to price(s) and amount of this submission, or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm. I further attest and certify that:

1. The price(s) and amount(s) of this submission have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, vendor, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this submission have been disclosed to any other vendor, firm or person who is submitting or potentially submitting on this project, and will not so be disclosed prior to submission opening.
3. No attempt has been made or will be made to solicit, cause or induce any vendor, firm or person to refrain from submitting on this project, or to submit a higher price than the submission of this firm, or any intentionally high or non-competitive submission or other form of complementary submission.
4. The submission of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any vendor, firm or person to submit a complementary submission.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any vendor, firm or person, or offered, promised or paid cash or anything of value to any vendor, firm or person, whether in connection with this or any other project in consideration for an agreement or promise by any vendor, firm or person to refrain from submitting or to submit a complementary submission on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any vendor, firm or person, and has not been promised or paid cash or anything of value by any vendor, firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary submission, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's submission on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made.

**SUBMISSION IS NOT ACCEPTABLE WITHOUT THE ABOVE AFFIDAVIT
SIGNED AND CERTIFIED BY A NOTARY PUBLIC**

VENDOR NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

NAME & TITLE

AUTHORIZED SIGNATURE

Sworn to before me this ____ day
of _____, 20__

Notary Public

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g. both effective April 12, 2012. Under the Act, the Commissioner of the office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By making a submission in response to this offering or by assuming the responsibility of an contract/agreement hereunder, each Vendor/Bidder/Contractor, any person signing on behalf of any Vendor/Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website that to the best of its knowledge and belief that each Vendor/Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Vendor/Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Vendor/Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this offering must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the agreement or contract, should the City receive information that a Vendor/Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person, vendor or entity an opportunity to respond. If the person, vendor or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Vendor/Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Vendor/Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Vendor/Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, depose and say that I am the _____ of _____, the vendor making this submission and that neither Vendor/Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Authorized Signature

Sworn to before me this ____ day
of _____, 20__

Notary Public

NON-SUBMISSION CERTIFICATE

Instructions

1. Place an X on the appropriate line(s) below.
2. Complete and return ONLY this page of the package.
3. Make sure to place your submission number on your envelope and return it to the Purchasing Division

NOTE: It is required that you indicate your reason for not making a submission.

____ We are not making a submission.

____ We request that you remove our name from the mailing list for this offering only.

____ We request that you remove our name from the mailing list for all future offerings made by the City.

VENDOR NAME: _____

ADDRESS: _____

CITY, STATE and ZIP CODE: _____

REASON FOR NOT MAKING A SUBMISSION:

SIGNATURE: _____

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 N/A 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

INSTRUCTIONS FOR
NIAGARA FALLS WATER BOARD STANDARD INSURANCE REQUIREMENTS

Bidder/proposer shall be required to procure and maintain at its own expense and without expense to the Niagara Falls Water Board, insurance for liability for damages imposed by law, of the kinds and amounts hereinafter provided, from insurance companies authorized to do business in the State of New York covering all operations under any contract that results from this bid, whether performed by the bidder/proposer or its subcontractors. Before proceeding with any work under the contract that may result from this bid/proposal, the successful bidder/proposer shall furnish to the Niagara Falls Water Board Certificate of Insurance form(s) and relevant insurance policy declarations and endorsements satisfactory to the Water Board exhibiting compliance with this paragraph and providing that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Niagara Falls Water Board. The types and limits of insurance shall be as follows:

1. Workers Compensation as required by Law (submit Form C-105.2);
2. Disability Benefits as required by Law (submit Form DB-120.1);
3. Employer's Liability with a minimum limit of \$100,000;
4. Commercial General Liability insurance: Bodily, Personal Injury, and Property Damage Liability limits each of at least \$1,000,000 per occurrence/\$2,000,000 aggregate, which shall include the following coverages:
 - a. Owner's Protective Liability
 - b. Premises – Operations
 - c. Broad Form Contractual
 - d. Independent Contractor and Sub-Contractor
 - e. Products and Completed Operations
5. Automobile Liability: \$1,000,000 single limit; and
6. Umbrella/Excess Liability: A minimum of \$5,000,000 on a per occurrence and aggregate basis; this shall be in excess of primary general, automobile and employer's liability limits.
7. Professional Liability/Errors and Omissions: \$2,000,000 (identified as a claim made or an occurrence policy) (required only if professional services are to be performed pursuant to the contract).

Certificates, declarations, and endorsements should be made to the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, NY 14304.

The Niagara Falls Water Board, the Niagara Falls Public Water Authority, and the City of Niagara Falls, New York shall be named as an Additional Insureds on the Liability Policies (except for professional liability) with the following provision: The insurance company or companies issuing the policies shall have no recourse against the Niagara Falls Water Board or the Niagara Falls Public Water Authority for payment of any premiums or for assessments under any form of policy.

In the event that the bidder/proposer requires any subcontractor to procure insurance with regard to any of the operations under the contract resulting from this bid or solicitation and requires such subcontractor to name the bidder/proposer as an additional insured under such insurance, the bidder/proposer shall ensure that such policy names the Water Board, Niagara Falls Public Water Authority, and their officers and employees as additional insureds.

Revised 02-10-2020