

# TOWN OF WEST SENECA



JOHN A. GULLO  
CODE ENFORCEMENT OFFICER,  
CFEI, CHS-IV, CDP-1

TOWN SUPERVISOR  
SHEILA M. MEEGAN  
TOWN COUNCIL  
EUGENE P. HART  
WILLIAM P. HANLEY, JR.

June 11, 2015

To: Honorable West Seneca Town Board

Re: Demolition award

Re: Demolition of Buildings located at:  
99 Aurora Avenue, 74 Columbia Parkway, 94 Dirkson Avenue,  
120 Edson Street, 149 Edson Street, 26 Ludwig Avenue

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A request for bids was advertised and distributed for the above-referenced. The Town only received one response to the request, from Hannah Demolition, and it was subsequently opened on June 8<sup>th</sup>, 2015. A copy of that bid is enclosed for your information and review.

This bidder has satisfactorily performed services for the town in the past and is always cognizant of the neighbors when working on projects. Let it also be known that the Columbia Pkwy and Ludwig were taken care of by the property maintenance companies.

We recommend that the Town Board pass a resolution accepting the bid from Hannah Demolition for a total amount of \$35,500 plus asbestos remediation costs, and award the contract to them.

Thank you

Respectfully Submitted,

John A. Gullo



BID FORM

DEMOLITION OF PREMISES

99 AURORA AVENUE (all structures), 74 COLUMBIA PARKWAY (garage), 94 DIRKSON AVENUE (all structures), 120 EDSON STREET (all structures), 149 EDSON STREET (all structures) and 26 LUDWIG AVENUE (garage) (the "Premises")

Date: 6-5-15

TO: TOWN OF WEST SENECA - Code Enforcement Office

Bid Item No. 1

Having visited the sites, and having familiarized myself/ourselves with the building and the local conditions, and having examined the Bid Form, Instructions to Bidders, and Specifications, I hereby proposed to furnish all labor, materials, tools, equipment, taxes and insurance, to do and perform all things as provided for, to complete the work of demolition of the premises described set forth above all for the sum of:

Remove Buildings From the Premises: \$ 35500

Written Amount/Numerical Amount: Thirty Five Thousand Five Hundred.  
Work to be completed with two weeks from commencement of work.

Bid Item No. 2

Having visited the sites, and having familiarized myself/ourselves with the building and the local conditions, and having examined the Bid Form, Instructions to Bidders, and Specifications, I hereby proposed to furnish all labor, materials, tools, equipment, taxes and insurance, to do and perform all things as provided for, to complete the work of demolition of the premises described set forth above all for the sum of:

a.) Remove All Structures From 99 Aurora Avenue: \$ 9,000.00  
Written Amount/Numerical Amount: 9 Thousand \$ 9000.00

b.) Remove Garage From 74 Columbia Parkway: \$ N/B GONE  
Written Amount/Numerical Amount: \_\_\_\_\_

c.) Remove All Structures From 94 Dirkson Avenue: \$ 9,000.00  
Written Amount/Numerical Amount: 9 Thousand

d.) Remove All Structures From 120 Edson Street,: \$ 9,000.00  
Written Amount/Numerical Amount: 9 Thousand

e.) Remove All Structures From 149 Edson Street: \$ 8500.00  
Written Amount/Numerical Amount: Eighty Five Hundred.

f.) Remove Garage From 26 Ludwig Avenue: \$ N/B GONE  
Written Amount/Numerical Amount: \_\_\_\_\_

This Bid Does not Cover Hydro Seeding  
Asbestos Survey  
Asbestos Removal  
Monitoring

Utilities  
Spoke TO  
OWNER AND  
WILL SEND  
LOTS



The proposal, its acceptance, the terms, instructions to bidders, and specifications herein shall be the entire contract between the parties hereto, and shall constitute the contract documents between the parties hereto, and shall constitute the contract documents referred to herein.

## **INSTRUCTIONS TO BIDDERS**

### **GENERAL:**

#### **BIDDERS TO VISIT SITE:**

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

#### **BIDDERS TO EXAMINE SPECIFICATIONS:**

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

### **BID GUARANTEE:**

Bidder shall be required to deposit with his bid, a certified check, bid bond, or cash for 5% of the bid. The bid guarantee will be returned to the Contractor upon execution of the Purchase Order. Bid guarantee will be returned to the unsuccessful bidders within ten days from the award of the contract.

### **Award of contract:**

Award shall be made to the lowest responsible bidder complying with the conditions of the contract documents, provided the proposal is reasonable, and it is in the interest of the Town of West Seneca to accept it. The Town of West Seneca reserves the right to award the bid to the lowest responsible bidder for demolition located at the Premises set forth in Part I, or each for demolition of the premises located at each of the individual properties listed at Part II.

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

#### **WITHDRAWAL OF PROPOSALS:**

Negligence on the part of the bidder in preparing the proposal confers no rights for the withdrawal of proposal after it has been opened. No proposals may be withdrawn during the period of 30 days after the time scheduled for the opening of proposals.

## **BREACH OF CONTRACT:**

If the Contractor shall fail to complete the work within the time specified herein, the Town of West Seneca, at its election, may terminate the Contract by giving three days' notice of such termination to the Contractor in writing, and may, for the purpose of completing the Contract, enter upon the premises, take possession of all materials, and at the expense of the Contractor, complete the work covered by this contract. The TOWN OF WEST SENECA shall have the same option to terminate the Contract and complete the work in case of bankruptcy, insolvency, appointment of a receiver for the Contractor, failure to properly and promptly reimburse workmen, material, men or subcontractors, or any other breach of the contract. In any of these events, the TOWN OF WEST SENECA may adopt all subcontracts made by the Contractor and all such subcontractors shall be bound by such adoption, if made, and the TOWN OF WEST SENECA may relet with or without public advertisement, the work specified in the original contract, exclusive of so much thereof as shall be provided in any subcontracts so adopted.

## **TIME OF COMPLETION:**

This contract shall be completed within two or three weeks after commencement of work. For each calendar day beyond the two weeks required to complete the work, the Contractor shall pay to the Owner, the sum of \$250.00 Dollars (\$250.00) as liquidated damages, provided, that the right of the Contractor to proceeds shall not be terminated, or the Contractor charged with liquidated damages because of any delays in the completion of the work due to strikes, or an Act of God.

## **DELAYS:**

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

## **SPECIFICATIONS**

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

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

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

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

(b) *Contractor's Liability Insurance* - The Contractor shall also carry Liability Insurance as respects bodily injuries or death suffered or alleged to have been suffered, as the result of any accident occurring from, or by reason of, or, in the course of the operations under this Contract, whether or not occurring by reasons of the acts or omissions of the Contractor. The Insurance against loss from anyone accident resulting in bodily injuries to, or in the death of one person, shall be in the sum of \$1,000,000 and subject to the same limit for each person, the total insurance for loss from anyone accident resulting in bodily injuries to, or in death of more than one person, shall be in the sum of \$2,000,000. A Certificate of Insurance shall also be provided covering any bodily injuries or death, alleged to have been suffered as the result of any accident caused by the acts or omission of any person or persons *not* employed by the Contractor, insuring the Town of West Seneca against loss from all liability imposed by law upon it for damages on account of such injuries or death. The policy shall designate as additional insured, the Town of West Seneca. The limits of liability shall be the same as mentioned above.

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

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

(d) *Municipal Ordinances* - the procurement of the foregoing insurance does not supersede or supplant the requirements of the ordinance of the Town of West Seneca which must be observed by the Contractor.

## **SECTION 2 - SEQUENCE OF OPERATION**

The TOWN OF WEST SENECA proposes allowing access to the Contractor the Premises as described in Instructions to Bidders, and the Contractor shall proceed with the work under this contract with respect to said building as rapidly as he is notified by the TOWN OF WEST SENECA of the availability of the Premises.

## **SECTION 3 - ORDINANCES**

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

## SECTION 4 - PAYMENT

1. The Town of West Seneca Code Enforcement Officer is to inspect said work upon the completion of the Contract and payment in full for the work is to be made in about forty-five (45) days after receipt of invoice and normal TOWN OF WEST SENECA procedures, after such inspection and acceptance, unless written notice to the Contractor shall be given within such period of any defects or omissions, in which event, payment is to be made upon the correction of such defects or omissions. Submission by the Contractor of evidence of full payment of all obligations and full release of liens to the TOWN OF WEST SENECA shall be a condition precedent to such final payment.
2. Payment shall not become due until it has been approved by the TOWN OF WEST SENECA Board.
3. Claims - The Contractor agrees that no determination of the TOWN OF WEST SENECA allowing a claim of the Contractor for Extra Work or for damages shall be final or binding unless such determination has been approved by the TOWN OF WEST SENECA board.

## SECTION 5 - GENERAL REOUIREMENTS

- (a) The Contractor shall, before starting demolition, obtain a demolition permit from the Code Enforcement Office. The Contractor shall disconnect or cause to be disconnected all utility services such as but not limited to, electricity, gas, water, sewer and telephone, in accordance with the rules and regulations governing the utility involved. The Contractor shall pay all charges in connection therewith. Water and sewer services shall be cut off and capped at the mains, as part of this contract.
- (b) The contractor shall remove all partitions, walls, roof, floors, stairways, posts, beams, piping, plumbing, and electrical equipment, and all other debris from the premises whether part of the building, or is incidental to the property.
- (c) All material resulting from the wrecking operations shall become the property of the Contractor, and such materials shall be removed from the site.
- (d) The Contractor shall demolish the structures in such manner as to avoid hazard to persons and property and to prevent the spread of dust and flying particles, and shall erect all scaffolds, sheds or fences or any other safeguards, and set lanterns, flares and signs, as required for the protection of the public. If cutting torches are used, the Contractor shall provide adequate precautionary measures to avoid fire, such as fire extinguishers, or water lines. *The Town is requesting that the bidder provide a Demolition Environment Protection Plan to assure that no physical damage occurs to the adjacent structures (See Attached details.)*
- (e) Adjoining streets and land both shall be kept free from earth, mud, and debris at all times.
- (f) No blasting will be allowed on the project site. The Contractor shall burn no materials or debris on the premises.
- (g) The Contractor shall exercise care not to injure the pubic utility lines, sidewalks or other

property belonging to the adjoining owners, the Town. Any damage done shall be repaired or replace by the Contractor at his expense.

(h) During the demolition of the building, the work shall be kept as thoroughly wetted down as necessary to prevent quantities of dust and dirt from rising, and the Contractor shall, at his own cost and expense, provide water for this purpose and furnish all lines and connections that may be required. Upon completion of the work, all temporary water or other lines installed by the Contractor shall be removed by the Contractor as his own expense.

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

**SECTION 6 - DEMOLITION AND CLEARING:**

(a) 99 AURORA AVENUE (all structures), 74 COLUMBIA PARKWAY (garage), 94 DIRKSON AVENUE (all structures), 120 EDSON STREET (all structures), 149 EDSON STREET (all structures) and 26 LUDWIG AVENUE (garage)

(b) Grade and rake surface of demolition area. Grade to be established on both sides and the demolition site graded to match. If fill is required to bring building site up to grade, Contractor must use clean fill and compact fully. Top base shall consist of 2 - 3" of topsoil and seed, leaving site conditions in a mowable state.

(c) Leave property in clean and neat condition.

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