



The Land Bank

Buffalo Erie Niagara Land Improvement Corporation

Date Released: Tuesday, February 27, 2024

Bid: Complete rehabilitation of
149 Northland Ave, Buffalo, NY 14208

Walkthrough: 10:00-10:45 am, Tuesday, March 5, 2024

Deadline: Bids are due Tuesday, March 19, 2024 at 10:00 am

Submit bids to: BENLIC
403 Main Street, Suite 602
Buffalo, NY 14203

Method of Submittal: Sealed Bid - US overnight mail, priority mail, 1st class mail, or
in-person

CONTACT – QUESTIONS REGARDING WORK:

JOHN GOOD, PROPERTY INSPECTOR

TELEPHONE #: 716-609-1473

EMAIL: J.GOOD@BENLIC.ORG

CONTACT – QUESTIONS REGARDING ALL OTHER:

BEN BROWN, PROGRAM COORDINATOR

TELEPHONE #: 716-243-3996 EXT. 105

EMAIL: B.BROWN@BENLIC.ORG

149 Northland Ave, Buffalo, NY 14208 - Specification of Repairs

Comments	Section Subtotal
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1. Masonry

<p>Foundation shall be repointed as necessary. Loose and deteriorated mortar shall be scraped out to a depth a minimum of 1.5 times the width of the mortar joint. Once cleaned joints shall be refilled with new mortar to match existing as closely as possible and finished in a similar manner. Front porch cracked top slab shall be removed and replaced with new slab. Interior of porch shall be filled with self leveling pea gravel prior to installation of slab.</p> <p>Notes:</p>	<p align="center">\$ _____</p>
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2. Siding

<p align="center">NOTHING IN THIS SECTION</p>	<p align="center">NONE</p>
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3. Gutters & Downspouts

<p align="center">NOTHING IN THIS SECTION</p>	<p align="center">NONE</p>
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4. Roof

<p align="center">NOTHING IN THIS SECTION</p>	<p align="center">NONE</p>
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5. Shutters

<p style="text-align: center;">NOTHING IN THIS SECTION</p>	<p style="text-align: center;">NONE</p>
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6. Exteriors

<p>Front porch railing shall be replaced. Work shall include replacement of stairs to front porch. Front porch awning shall be completely removed and disposed of off site. Notes:</p>	<p style="text-align: center;">\$ _____</p>
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7. Walks

<p>Install new 4 foot wide sidewalk 4 inches thick from public sidewalk to front porch. Work shall include installation of sidewalk at side of dwelling going to rear of house. Existing sidewalks shall be completely removed. Notes:</p>	<p style="text-align: center;">\$ _____</p>
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8. Driveways

<p style="text-align: center;">NOTHING IN THIS SECTION</p>	<p style="text-align: center;">NONE</p>
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9. Painting - Exterior

<p style="text-align: center;">NOTHING IN THIS SECTION</p>	<p style="text-align: center;">NONE</p>
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10. Caulking

<p style="text-align: center;">NOTHING IN THIS SECTION</p>	<p style="text-align: center;">NONE</p>
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11. Fencing

<p>Existing fencing shall be repaired with similar materials and styles.</p> <p>Notes:</p>	<p style="text-align: center;">\$ _____</p>
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12. Grading

<p>All vegetation and trees in front and rear yards of dwelling shall be completely removed and disposed of off site. All stumps shall be gound down to a minimum of 6 inches below grade. After removal vegetation and trees site shall be regraded with top soil as necessary and reseeded via hydroseeding.</p> <p>Notes:</p>	<p style="text-align: center;">\$ _____</p>
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13. Windows

<p style="text-align: center;">NOTHING IN THIS SECTION</p>	<p style="text-align: center;">NONE</p>
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14. Weatherstripping

<p style="text-align: center;">NOTHING IN THIS SECTION</p>	<p style="text-align: center;">NONE</p>
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15. Doors - Exterior

<p style="text-align: center;">NOTHING IN THIS SECTION</p>	<p style="text-align: center;">NONE</p>
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16. Doors - Interior

<p>All existing interior doors shall be replaced with new wood 6 panel doors work shall include new jambs and all new hardware and door handles. Bathroom shall be equipped with privacy locks. Doors shall either be prefinished or finished on site.</p> <p>Notes:</p>	<p style="text-align: center;">\$ _____</p>
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17. Partition

NOTHING IN THIS SECTION	NONE
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18. Plaster / Drywall

<p>Existing plaster walls and ceilings shall be removed to framing throughout dwelling. After mechanical and insulation work is complete new drywall shall be installed with moisture resistant drywall in bathroom. At completion new drywall shall be taped, mudded and sanded ready for paint.</p> <p>Notes:</p>	\$ _____
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19. Decorating

<p>All walls and ceilings throughout dwelling shall be prepped, primed and finish painted.</p> <p>Notes:</p>	\$ _____
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20. Wood Trim

<p>Existing wall, door and window trim shall be reused as possible. Where necessary new matching trim shall be installed..</p> <p>Notes:</p>	\$ _____
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21. Stairs

Existing stairs to basement shall be rebuilt with new handrails.
Ensure proper and secure handrails at all other stairs in dwelling.

Notes:

\$ _____

22. Closets

Contractor shall ensure that hanging rods and shelves are present in all closets in dwelling.

Notes:

\$ _____

23. Wood Floors

NOTHING IN THIS SECTION

NONE

24. Finish Floors

New deluxe vinyl plank laminate flooring shall be installed throughout both floors of dwelling with the exception of bedrooms. New carpet and pad shall be installed in bedrooms in both upper and lower units. Prior to installation of new flooring 1/4 inch luann shall be installed throughout dwelling to ensure level flooring surface.

Notes:

\$ _____

25. Ceramic Tile

NOTHING IN THIS SECTION	NONE
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26. Bath Accessories

<p>Contractor shall install new bathroom accessories in each bathroom including, paper holders, towel holders and recessed medicine cabinets.</p> <p>Notes:</p>	<p>\$ _____</p>
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27. Plumbing

<p>Work shall include expansion of existing bathroom on first floor into a full bathroom and remodeling of second floor full bathroom. Contractor shall replumb entire dwelling with new PEX for hot and cold water lines including installation of new high efficiency on demand electric hot water heater. Drain and sewer lines shall be replaced with schedule 40 PVC and main line to sewer shall be cleaned at end of job to ensure proper drainage. Install new kitchen sink with fixture in remodeled kitchens. Install new 3 piece bathrooms with 1 piece fiberglass surround for tub. 2 exterior frost proof spigots shall be installed at side and rear of dwelling. Existing gas lines throughout dwelling shall be removed to meter. 2 new electric hot water heaters shall be installed dwelling.</p> <p>Notes:</p>	<p>\$ _____</p>
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28. Electric

<p>Install new 200 amp electric service panel in basement. Install double switched lights at top and bottom of all staircases and hallway. Install switched ceiling lights in all rooms except living room. Install exterior switched lights at front and side door. Install new utility lighting in basement. Install new outlets including GFI outlets and arc fault interrupter Circuit breakers as required by national electrical code. Install hard wired smoke detectors throughout dwelling as required by NYS residential codes. Install protected GFI outlet on front porch.</p> <p>ALL NEW LIGHTING FIXTURES SHALL BE HIGH EFFICIENCY LED FIXTURES.</p> <p>Notes:</p>	<p>\$ _____</p>
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29. Heating

Contractor shall install new electric forced warm air furnaces for each unit. All existing ductwork shall be fully cleaned, inspected and sealed to ensure proper air flow to all areas of dwelling. Contractor shall not utilize central heating system during construction to ensure that it is not contaminated by construction debris. Work shall include installation of programmable thermostats.

Notes:

\$ _____

30. Insulation

All exposed exterior walls shall be insulated in accordance with NYS energy codes. Exterior walls and attic will be insulated with blown in insulation in accordance with NYS energy codes.

Notes:

\$ _____

31. Cabinetry

Work shall include construction of a second kitchen on upper floor which shall be stacked on top of existing kitchen on first floor. Remove all existing cabinetry and countertops in kitchen and install new with solid surface countertops for durability in upper and lower units. Kitchen layout will be required to be approved prior to installation.

Notes:

\$ _____

32. Appliances

Install new refrigerator, electric stove and dishwasher in remodeled kitchens in upper and lower units. Contractor shall also install microwave/exhaust fan combination above stove.

Notes:

\$ _____

33. Basements

Interior and exterior walls of basement shall be scraped and painted with water resistant masonry paint.

Notes:

\$ _____

34. Cleanup

All existing debris and all construction debris shall be properly disposed of off site.

Notes:

\$ _____

35. Miscellaneous

NOTHING IN THIS SECTION

NONE

Subcontractor Utilization Plan

Required M/WBE Amounts: MBE —\$40,000 / WBE —\$5,000

Name of Contractor:

Please circle if your business a NYS Certified MBE _____ or WBE _____

List the names of all subcontractors below as well as which services they will provide, the dollar amount of work they will perform, and if they are a NYS certified M/WBE

Name of Subcontractor: _____

Address: _____

Phone: _____ Tax ID #: _____

Amount to be paid: _____ Type of work: _____

Circle if NYS-certified M/WBE: MBE WBE

Name of Subcontractor: _____

Address: _____

Phone: _____ Tax ID #: _____

Amount to be paid: _____ Type of work: _____

Circle if NYS-certified M/WBE: MBE WBE

Name of Subcontractor: _____

Address: _____

Phone: _____ Tax ID #: _____

Amount to be paid: _____ Type of work: _____

Circle if NYS-certified M/WBE: MBE WBE

Name of Subcontractor: _____

Address: _____

Phone: _____ Tax ID #: _____

Amount to be paid: _____ Type of work: _____

Circle if NYS-certified M/WBE: MBE WBE

Please write your total bid amount next to the corresponding property in both numbers and words.

(For example: “ \$10,250 ; Ten thousand two hundred and fifty Dollars”)

In case of discrepancy, amounts shown in words will govern.

Perform entire rehabilitation of 149 Northland Avenue, Buffalo according to attached specifications.

Total bid amount for 149 Northland Ave.: \$ _____ ; _____ Dollars

Total MBE amount for 149 Northland Ave.: \$ _____ ; _____ Dollars

Total WBE amount for 149 Northland Ave.: \$ _____ ; _____ Dollars

Business Name: _____

Mailing Address: _____

Federal EIN #: _____

Primary Contact: _____

Phone Number: _____

Email: _____

CONTRACTOR QUALIFICATIONS

In addition to filling out the bid sheet, attach the following:

- Provide three past customers as references
- Provide a brief description of your construction experience along with before and after photos of past projects if available
- Insurance Certificates
- EPA Lead Paint Contractor Certification
- Subcontractor Utilization Plan

BID DETAILS:

BENLIC is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system or any other means of delivery employed by the bidder. Similarly, BENLIC is not responsible for, and will not consider, any response which was received in our office later than the date and time stated above. Late bids shall not be considered and shall be returned to the late bidder. BENLIC reserves the right to reject any or all bids or waive any informality in a bid if it believes that the public interest will be promoted thereby. BENLIC may reject any bid, if, in its judgment, the business and technical organization, plant, resources, financial standing, or experience of the bidder justifies such rejection in view of the work to be performed. Any questions about the meaning, intent or specifications must be inquired into by the Bidder via mail, fax or email prior to the time set for the Bid Opening.

Bids will be submitted to the BENLIC Board of Directors for consideration and approval at a regularly scheduled meeting. Bid may be awarded to the lowest responsible bidder who, in the opinion of the corporation and approved by the Board, is qualified to perform the work required and who is responsible and reliable. The meeting is open to the public. In the case of tie bids, BENLIC will make the award based on priority factors. A bid tabulation summary of the received, reviewed and appropriate bids will be included in the minutes of BENLIC. Bidder agrees that his/her bid price remains effective for 120 days past the Deadline for Submittal.

The work cannot begin until contractor executes a BENLIC Standard Construction Contract and proves proper Certificate(s) of Insurance has been reviewed and approved by BENLIC.

Subcontractors may be used. All subcontractors will need to provide adequate insurance certificates. Job is not prevailing wage rate.

EQUAL EMPLOYMENT OPPORTUNITY

This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative for a statement that it will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to nondiscrimination on the basis of prior criminal conviction and prior arrest.

NEW YORK STATE SALES AND LOCAL TAX EXEMPTION NOTE

Some materials for this project may be purchased tax-exempt. BENLIC is exempt from payment of New York State and local sales and use tax. BENLIC will furnish the winning bidder an Exempt Purchase Certificate (ST 119.1) as proof of its exemption. Personal property made part of the real property of project sites (that is materials, e.g. siding, shingles, gutters, windows, etc.) may be purchased exempt from such taxes provided that the winning bidder provide to his seller(s) properly completed Contractor Exempt Purchase Certificate(s) (ST 120.1). The cost benefit of exemption from such taxes is the benefit of BENLIC only. BENLIC seeks the lowest, responsible, and qualified bid. Bidders acknowledge that their bid herein contains pricing inclusive of this cost benefit.

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION

This stabilization project will be funded by New York State Homes and Community Renewal (HCR). NYS-certified Minority- and Women-Owned Business Enterprises are encouraged to bid. To be considered certified as an M/WBE, the business enterprise must be listed on the NYS M/WBE directory.

TERM OF PAYMENT

Pursuant to Contractor Agreement

BID AGREEMENT

The undersigned bidder offers and agrees, if this bid is accepted to enter into an agreement with the BUFFALO ERIE NIAGARA LAND IMPROVEMENT CORPORATION to complete all work as specified for the contract price and within the contract time indicated in accordance with these documents.

Bidder declares 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 his 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 this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the 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 restriction competition.

A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition that no person(s) other than those named herein are interested in this bid;

In submitting this bid, Bidder represent that he has examined the Instruction to Bidders; all other documents; that he has examined the proposed work site; that he has familiarized himself with all legal requirements (federal, state and local laws; ordinances; rules and regulations); that he as made such independent investigations as he deems necessary; he has satisfied himself as to all conditions affecting cost, progress or

performance of work; and that by signing this bid waives all rights to plead to misunderstanding regarding the same.

The Bidder further agrees that:

1. This bid shall remain open and may not be withdrawn for the time period set forth in the Instruction to Bidders.
2. That he accepts all terms and conditions in the Instruction to Bidders
3. The BUFFALO ERIE NIAGARA LAND IMPROVEMENT CORPORATION has the right to delete bid items and/or sections prior to award if the BUFFALO ERIE NIAGARA LAND IMPROVEMENT CORPORATION deems this to be in the BUFFALO ERIE NIAGARA LAND IMPROVEMENT CORPORATION'S best interest.
4. That upon acceptance of this bid, he will execute the agreement and will furnish the required contract insurance certificates (if not submitted with his bid) within a time period acceptable to the BUFFALO ERIE NIAGARA LAND IMPROVEMENT CORPORATION.

Respectfully Submitted on _____ 2024

By _____ (Signature of Bidder)

BUFFALO ERIE NIAGARA LAND IMPROVEMENT CORPORATION

TERMS AND CONDITIONS

- 1.** Bidder agrees to provide goods and/or services as described in this bid proposal to complete the Work, in a manner consistent with the highest standards of persons regularly engaged in providing such goods or services.
- 2.** Bidder shall be compensated at the rates and prices set forth in this bid proposal once approved by the BENLIC Board of Directors, for goods and/or services actually provided and only after receipt of an original invoice within thirty (30) days and after all services are rendered, inspected and accepted. Surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices. In no event shall the BENLIC's liability for payment to Bidder under this Contract, exceed the sum stated in the bid proposal and approved by the BENLIC Board of Directors.
- 3.** Bidder shall have seven (7) days from receipt of a Project Award Letter to provide BENLIC proof of insurance as detailed in the insurance requirements. Upon receipt of proof of insurance, BENLIC may issue a Notice and Order to Proceed Letter and Bidder shall within fifteen (15) days from receipt of same letter secure permits and start work. Bidder must forward copies of permits secured and notify BENLIC of the Start Date. From the Start Date, Bidder shall have six (6) months to complete the work. Bidder shall immediately inform the BENLIC in writing by mail or facsimile transmission of any delay in providing goods and services to the BENLIC.
- 4.** BENLIC may, with or without cause, terminate Bidder's services, in whole or in part, immediately upon giving notice to Bidder. In such event Bidder shall be compensated and the BENLIC shall be liable only for payment for services already rendered.
- 5.** All records, if any, compiled by Bidder in providing services to BENLIC shall become and remain the property of BENLIC. Bidder may retain copies of such records for its own use.
- 6.** No portion of the work necessary to provide goods or services to BENLIC may be assigned or subcontracted without the prior written consent of BENLIC.
- 7.** Bidder agrees that it is an independent contractor and hereby waive all claims to benefits or privileges, if any available to persons as employees. Bidder shall comply, at Bidder's own cost and expense, with the provisions of all federal, state or local laws, ordinances, regulations or rules applicable to Bidder including without limitation, the N.Y.S. Labor Law and Worker's Compensation Law and any applicable license requirements.
- 9.** Bidder agrees that in providing goods or services to BENLIC, Bidder or any person working on Bidder's behalf, shall not, by reason of race, creed, color, sex, age, physical disability, national origin, genetic predisposition, carrier status, marital status or any other protected class, discriminate against, intimidate or harass any individual.
- 10.** Bidder agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from the acts or omissions of BENLIC, Bidder shall indemnify, defend and hold harmless the BENLIC, its governmental sponsors-County of Erie, Cities of Buffalo, Lackawanna and/or Tonawanda, the Empire State Development Corporation, the Office of the New York Attorney General, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of Bidder's acts or omissions or the acts or omissions of third parties under Bidder's direction and control.

STANDARD INSURANCE PROVISIONS

CLASSIFICATION A:
Maintenance

Construction or

BUFFALO ERIE NIAGARA LAND IMPROVEMENT CORPORATION

BENLIC – BID – 149 NORTHLAND – REHABILITATION

STANDARD INSURANCE REQUIREMENTS

Vendor Insurance Classification A: Contracts Involving Construction or Maintenance

1. The contractor shall obtain, at its own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the standard ACCORD Certificate.
 - A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
 - Premises and Operations
 - Products and Completed Operations
 - Independent Contractors
 - Blanket Broad Form Contractual Liability (sufficient to cover all liability assumed under contracts with BENLIC)
 - Broad Form Property Damage
 - Explosion, Collapse and Underground Hazards (x, c, u) must NOT be excluded.
Deductible must not exceed \$10,000
 - B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy). The deductible shall not exceed \$10,000.
 - C. Excess "Umbrella" Liability - with a minimum limit of \$1,000,000 each occurrence / \$1,000,000 aggregate.
 - D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Forms C-105.2; SI-12; GSI-105.2; or U-26.3). The deductible shall not exceed \$10,000.
 - E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).
2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the Buffalo Erie Niagara Land Improvement Corporation (BENLIC). Coverage should be provided on a primary and non-contributory basis. Designated Construction Project General Aggregate Limit Per Person Endorsement CG 2503 is required. Waiver of Subrogation is required on all lines in favor of BENLIC.
3. All policies in which BENLIC is named as an additional insured(s) shall provide that:
 - A. The insurance company or companies issuing the policies shall have no recourse against BENLIC for payment of any premiums or for assessments under any form of policy.
 - B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).
4. Prior to cancellation, non-renewal or material change of the above policies, at thirty (30) days advance

written notice shall be given to BENLIC Counsel c/o County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the BENLIC Counsel prior to the inception of any work. Any request for a waiver of the above requirements shall be in writing to BENLIC Counsel c/o County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202.

Failure to maintain coverage herein shall constitute a material breach of the contract and the Contractor shall suspend all work immediately upon such lapse in coverage.