RESOLUTION NO. 3361 **SYRACUSE URBAN RENEWAL AGENCY**

RESOLUTION TO AWARD A CONTRACT FOR DEMOLITION SERVICES

WHEREAS, the Syracuse Urban Renewal Agency (hereinafter "SURA") is the owner of three parcels of real property being commonly known as 122 Chester Street (086.-06-09.0), 124 Chester Street (086.-06-10.0) , and 667 South Avenue (086.-06-33.0) (hereinafter collectively referred to as the "Properties"); and,

WHEREAS, each of the Properties contain structures which are in need of demolition; and,

WHEREAS, the Properties are located with the Syracuse Urban Renewal Area and are to be incorporated with other properties into SURA's Neighborhood Supermarket Project; and

WHEREAS, pursuant to SURA Procurement Guideline section V(B)(1)(d), SURA issued a request for bids for the demolition of all of the Properties on February 1, 2016 with bids being returnable no later than February 16, 2016 at 9:00 am; and

WHEREAS, bid packets were directly mailed to 25 different qualified contractors, including all those local demolition contractors certified by the City of Syracuse and/or the State of New York as being minority owned business enterprises (hereinafter "MBE") or women owned business enterprises (hereinafter "WBE"); and

WHEREAS, as part of the SURA bid packet SURA included a proposed Contract for demolition for the structures, a copy of which is attached to this Resolution as Appendix A, and incorporated herein (hereinafter the "Contract"); and

WHEREAS, eight bid packages were timely submitted and those bids were opened on February 16, 2016 , reviewed by SURA staff, and made available for review by the members of the SURA Board; and Ritter & Paratore Contracting, Inc.

WHEREAS, Ritter & Paratore Contracting, Inc., has submitted the lowest bid for demolition; and,

WHEREAS, Ritter & Paratore Contracting, Inc. has proposed to demolish the structures on the Properties pursuant to the bid specifications for the sum of Fifty-Five Thousand Seven Hundred and Twenty Seven dollars ($55,727.00); and.

WHEREAS, Ritter & Paratore Contracting, Inc. has agreed to abide by all terms and conditions as included in the bid packet, Ritter & Paratore Contracting, Inc.'s Bid response, and the Contract.

NOW THEREFORE, BE IT RESOLVED, that the Contract to demolish the structures on the properties shall be awarded to Ritter & Paratore Contracting, Inc. upon the terms and conditions as expressed in the Bid Packet, Ritter & Paratore Contracting, Inc. 's response to

the Bid, the terms of the Contract, and such other terms and conditions deemed necessary and proper by SURA's counsel.

BE IT FURTHER RESOLVED, that the officers, agents and employees of SURA are hereby directed to proceed to do such further things, or perform such further acts and execute such other documents, as are necessary to implement this Resolution.

BE IT FURTHER RESOLVED, that SURA hereby authorizes its Chair to execute the Contract in substantially the same form as attached hereto to implement this Resolution and to bind SURA thereto, after such contract in its final form has been reviewed and approved by SURA's counsel.

DATED: February 16, 2016 **SYRACUSE URBAN RENEWAL AGENCY**

By: _____
Stephanie A. Miner, Chair

APPENDIX A

CONTRACT

CONTRACT made this _____ day of _____, 2016 by and between the Syracuse Urbane Renewal Agency, having offices at 201 East Washington Street, 6th Floor, Syracuse, New York 13202 (hereinafter the "SURA") and _____, having offices at _____ (hereinafter the "Contractor").

WITNESSETH

WHEREAS, it is the intention of the Syracuse Urban Renewal Agency to retain a contractor to provide services relative to the removal of structures at the following locations:

- **122 Chester Street, Syracuse, New York; and**
- **124 Chester Street, Syracuse, New York; and**
- **667 South Avenue, Syracuse, New York.**

(hereinafter referred to as the "Project"); and

WHEREAS, SURA, has duly authorized this Contract by SURA Resolution No.3361 and this Contract is subject to such authorization;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, SURA and the Contractor agree as follows:

ARTICLE 1. Contractor's Services

Section 101. The Contractor shall perform all services set forth in its response to the SURA's Request for Bids (RFB), its quote in response to the SURA's request for quotes for services relative to the Project, and the services set forth herein. A copy of the Contractor's Quotation Sheet for the Project is attached hereto and made a part of this Contract as Exhibit "A". The Contractor's listing of services in its response to the RFB and/or its request for quotes shall not diminish, alter, or change the services required by this Contract. All services shall conform to the requirements set forth in the RFB, the Contractor's response to the RFB, and the Contractor's quote in response to the request for quotes for the Project, all of which are incorporated herein by reference. In the event of a conflict or ambiguity, the provisions of this Contract shall control.

Section 102. The Contractor shall provide all services on specific projects as subsequently authorized in writing by work orders pursuant to this Contract issued by SURA's Contracting Officer or his designee, which hereafter shall be incorporated by reference into this Contract. Each work order authorized herein shall conform to the requirements of the Scope of Services.

Section 103. The Contractor agrees that it has conducted its own investigation and research regarding all the conditions affecting the work to be done and labor and materials needed, and that its conclusion to execute this Contract is based on such investigation and

research and not on the estimate of the quantities or other information prepared by SURA. The Contractor further agrees that it shall make no claim against SURA because of any estimates, tests or representations of any kind made by any officer or agent of SURA affecting the work that may prove to be in any respect erroneous.

Section 104. The Contractor shall provide all services required by the Project relative to the removal of the structures at the addresses listed above. All services shall comply with the provisions of this Contract and all applicable federal, state, county and city laws, local laws, ordinances, resolutions, rules and regulations.

Section 105. The Contractor shall provide all services required by the Project. All services shall comply with the provisions of this Contract and all applicable federal, state, county and city laws, local laws, ordinances, resolutions, rules and regulations.

Section 106. The Contractor and its sub-contractors must maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred. Such materials are to be available for inspection by Federal, State, City and SURA authorized representatives and copies thereof must be furnished if requested.

Section 107. SURA reserves the right to review the Project during the work in order for the SURA to determine if any changes or other actions are warranted.

Section 108. Prior to the time of any backfilling Contractor will notify SURA of the date and time when backfilling is to occur and SURA through its designee shall inspect the fill to be used for appropriateness and may monitor and will be permitted to monitor the entire backfill process.

ARTICLE 2. SURA's Rights and Responsibilities

Section 201. The Contractor shall have access to all information which SURA possesses regarding the Project.

Section 202. SURA shall furnish the services of other contractors when such services are deemed necessary by it.

Section 203. No actions by SURA in retaining other contractors shall not diminish or change the Contractor's responsibilities hereunder.

Section 204. The Contractor shall abide by all Federal, State, and Local laws governing this type of Project.

Section 205. All papers, documents, drawings and other materials concerning the Project produced by the Contractor shall be and remain the property of SURA whether or not the Project is undertaken or completed. SURA shall have the right to use such without limitation and without the payment of any additional compensation.

ARTICLE 3. Compensation

Section 301. The compensation to be provided to the Contractor for providing the services hereunder shall not exceed the authorization established by the SURA Resolution and such authorization shall be in full payment and satisfaction for the rendering of the Contractor's services hereunder. The authorization fixed by the SURA Board by Resolution No. ____ is as follows:

- The compensation for all services relative to the removal of the structure at **122 Chester Street, Syracuse, New York** shall not exceed $_____;
- The compensation for all services relative to the removal of the blighted structure at **124 Chester Street, Syracuse, New York** shall not exceed $_____:
- The compensation for all services relative to the removal of the structure at **667 South Avenue, Syracuse, New York** shall not exceed $_____.

This is in accordance with the Quotation Sheet attached hereto as Exhibit "A".

Section 302. Payments under this Contract shall be made in proportion to the services performed. Requests for payment shall certify the amount and nature of the services completed, the basis for such and shall be subject to the normal SURA payment procedures. SURA's Contracting Officer may request additional information prior to payment. Contractor shall provide sufficient detail in the invoices or requests for payment as may be determined to be reasonable and necessary by the Director or his designee to calculate compensation under this Contract.

Section 303. Contractor's acceptance of the final payment shall constitute and operate as a release to the SURA of all claims and liabilities arising out of the work performed under this Contract.

Section 304. SURA only may authorize additional services and fix the compensation therefor. Any services rendered by the Contractor in connection with the Project will be deemed part of the services agreed to be provided herein unless the SURA Board gives prior approval authorizing such services as additional services.

Section 305. If the Contract is terminated other than for cause or if the Project is abandoned by SURA without the Contractor causing or contributing, directly or indirectly, to the abandonment, the Contractor shall be paid the reasonable value of services performed up to the date of termination or abandonment. SURA shall have the absolute right to abandon all or part of the Project or the services authorized hereunder and such shall not be considered a breach of contract.

Section 306. It is understood by and between the parties hereto that this Contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Contract, and no liability on account thereof shall be incurred by SURA beyond monies

appropriated and available for the purpose thereof. For any year beyond the initial Contract year, this Contract is contingent upon the appropriation of sufficient funds.

Section 307. The Contractor further agrees that it shall not be entitled to, demand, or receive any payment except in the manner set forth in this Contract.

ARTICLE 4. General Provisions

Section 401. Insurance

The Contractor shall secure, at its expense, a comprehensive general liability insurance policy with contractual liability coverage. The insurance shall be in the minimum amount of $2,000,000 per claim and $2,000,000 as the aggregate of liability. A professional liability insurance policy will also be required in the amount of $2,000,000 per claim and $2,000,000 as the aggregate of liability. In addition, the Contractor shall obtain and have proof of worker's compensation and auto coverage, in accordance with the laws of the State of New York. The policies shall be in effect from the day on which services commence until final acceptance by the SURA of all work on the Project and for a period of three years thereafter with the limits noted above. The Syracuse Urban Renewal Agency shall be named as an additional insured on the Contractor's professional liability policy, and the Certificates of Insurance shall provide for 30 days prior written notice of cancellation by certified mail to SURA. The Contractor shall provide SURA with the declaration page from its professional liability insurance policy showing the endorsement that the Syracuse Urban Renewal Agency is an additional insured. Certificates of such insurance coverage shall be delivered to SURA and provide for 30 days prior written notice of cancellation by certified mail to SURA. The certificates and notices shall be sent to Syracuse Urban Renewal Agency, Att: Contracting Officer, 233 East Washington Street, 6th Floor, Syracuse, NY 13202.

Section 402. If any of the insurance terminates or is reduced before the Contract is completed or during the period of completed operations coverage and the Contractor fails to maintain continuance of such insurance, SURA is entitled to provide the protection for itself, to pay the premiums, and to set off or charge the cost to the Contractor.

Section 403. The insurance requirements set out in this Article are independent from all other obligations of Contractor under this Contract and apply whether or not required by any other provision of this Contract.

Section 404. SURA shall not have any duty to Contractor or to any of its insurers or their insurance agents to review any certificates or copies of insurance furnished by Contractor or to determine whether the terms of each certificate or policy of insurance comply with the insurance related provisions of this Contract. A failure to detect that Contractor has not submitted certificates, or proper certificates, or is otherwise not in compliance with the insurance related provisions of the Contract shall not be considered a waiver or other impairment of any of SURA's rights under such insurance related provisions.

Section 405. Indemnity and Defense

The Contractor shall defend (with counsel approved by the City of Syracuse Corporation Counsel), indemnify and hold harmless SURA, all its officers, employees, or agents from any and all liability, suits, claims, damage, cost, or expense arising from injury or death to persons, damage to property, or claims against SURA arising from or caused in whole or in part by the Contractor's performance of services to SURA pursuant to this Contract.

The Contractor shall defend (with counsel approved by the City of Syracuse Corporation Counsel), indemnify and hold harmless SURA, all its officers, employees, or agents from any and all liability, suits, claims, damage, cost, or expense arising from injury or death to persons, damage to property, or claims against SURA arising from or caused by (1) any willful misconduct or intentional act of the Contractor; and (2) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications resulting from the use or adoption of any designs, plans, drawings or specifications furnished by the Contractor, his agents, servants, employees, officers, or subcontractors.

The Contractor shall reimburse SURA for all costs or expenses incurred in the defense of any claim brought against SURA, its officers, employees, or agents arising out of or caused in whole or in part by the negligence or intentional acts of the Contractor in the performance of professional services for SURA.

Section 406. Termination

SURA shall have the absolute right to terminate this Contract and such action shall not be deemed a breach of contract. SURA may terminate this Contract immediately with or without cause upon notice delivered or mailed to the Contractor at the address set forth above.

Section 407. Amendment & Extent of Contract

This Contract may only be amended by a written instrument signed by the SURA's Chair and approved by SURA's Board. No extra compensation shall be allowed for work evidently necessary within the general intent of this Contract. No work will be considered as extra or additional or paid for.

Except as provided above, the Contractor waives any right to rely on any oral or written communications from any person including any SURA officers, employees, and/or agents purporting to amend the provisions of this Contract. This Contract, including any documents incorporated herein by reference, represents the entire Contract between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to that subject matter.

Section 408. Damages and Delays

The Contractor agrees that no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever.

Section 409. Governing Law

This Contract shall be governed by the laws of the State of New York. It is agreed that each and every provision of law required by law to be included herein shall be deemed to be included as though set forth at length. The parties agree that this Contract does not waive or dispense with the requirements of any law.

Section 410. Third-Party Beneficiaries

The services of this Contract are for the sole benefit of the SURA and neither this Contract nor any service rendered hereunder shall give rise to, or shall be deemed to, or construed so as to confer any right, claim, or cause of action of any other party as a third-party beneficiary or otherwise, and Contractor agrees to defend, indemnify, and save harmless SURA against any claims or causes of action by such third parties caused by the negligence of Contractor.

Section 411. Assignment and Subcontractors

Neither this Contract nor the services agreed to be provided may be assigned, sublet, or contracted out without the approval of the Mayor and the Common Council.

Section 412. Bankruptcy

In addition to any other provisions of this Contract with respect to its termination, this Contract shall terminate immediately upon the filing by or against Contractor of any petition (voluntary or involuntary) in bankruptcy or for reorganization or for any arrangement under any bankruptcy or insolvency law or for a receiver or for a trustee involving any property of Contractor.

Section 413. Stipulation

The Contractor stipulates that no member of the SURA Board or any other SURA officer or employee forbidden by law is interested in or will derive income from or is a party to this Contract.

Section 414. Non-Discrimination

The Contractor hereby agrees not to discriminate against any employee or applicant for employment on the basis of race, age, gender or sexual preference or sexual orientation.

Section 415. Independent Contractor

The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status and that it will neither hold itself out as nor claim to be an officer, employee, or agent of SURA.

Section 416. Waiver

Failure of SURA to insist upon strict performance of any of the covenants or conditions of this Contract shall not be construed as a waiver or relinquishment of any of the covenants or conditions contained herein but the same shall remain in full force and effect.

Section 417. Laws

Contractor, its agents and employees, shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the fulfillment of obligations under this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date noted below.

Syracuse Urban Renewal Agency

By: _____
Stephanie A. Miner, Chair

Contractor

By: _____

_____
Print Name

_____
Print Title

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

On the____ day of _____ 2016, before me, the undersigned, a notary public in and for said State, personally appeared Stephanie A. Miner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

On the____ day of ____ 2016, before me, the undersigned, a notary public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
Notary Public