



ALBANY COUNTY LAND BANK CORPORATION

REQUEST FOR PROPOSALS DEMOLITION AND ABATEMENT SERVICES

Date Issued: February 6, 2018

Walk Through: February 8, 2018 11:00 AM

Due: February 15, 2018

NOTE: OUR ADDRESS HAS CHANGED TO 69 STATE STREET, 8th FL, ALBANY, NY 12207

BACKGROUND INFORMATION

The Albany County Land Bank Corporation's ("Land Bank") mission is to end blight and the devastating effects it has on our communities, and begin to reverse the damage already done. The Land Bank is charged with streamlining and facilitating the processes by which vacant, abandoned, and underutilized properties can be returned to productive use. The Land Bank owns a variety of properties including both vacant and improved lots, most improvements are residential but some are commercial. Currently the Land Bank holds about 500 properties. The Land Bank is working to demolish some of its properties that are a safety concern to the community and in a condition that is beyond repair.

The Land Bank is currently looking for bids to demolish the following properties:

136 Livingston Avenue, Albany, NY-Demolition with asbestos in place.

Note: Replace 6" noralite with 6" topsoil for this property.

Water and Sewer terminations will be completed by others.

186 Second Street, Albany, NY-Demolition with asbestos in place

Note: Replace 6" noralite with 6" topsoil for this property.

Water and Sewer terminations will be completed by others.

612 Third Street, Albany NY-Demolition asbestos in place

Note: Replace 6" noralite with 6" of topsoil for this property.

Water and Sewer terminations will be completed by others.

PLEASE MAKE SURE YOUR INSURANCE MEETS THE REQUIREMENTS AS OUTLINED. BIDS TO INCLUDE AN ACORD 25 AND 855 TO VERIFY INSURANCE.

NOTE: Land Banks are not subject to DOL Notification Fees. DO NOT include notification fees in your bids. Contractors are responsible for notifying DOL but should not pay the fees. They should submit a Notification Fee Waiver form, which will be supplied by the Land Bank to the contractor, so that the fees can be removed from your account.

I. REQUIREMENTS OF CONTRACTOR

MINIMUM QUALIFICATIONS FOR CONTRACTORS

Due to the sensitive nature of demolitions, it is necessary to ensure demolition companies meet the following minimum criteria to be considered for bidding of emergency demolition contracts with the Land Bank:

1. Company must be in the business of primarily providing demolition work for a minimum of five (5) years; or if the company has not been in the business of providing primarily demolition work for a minimum of five (5) years, the company principal must have experience working for a demolition company for at least five (5) years in the capacity of a machine operator and for at least two (2) of those five (5) years must have worked in the capacity of foreman.
2. The company must maintain all licenses required by the NYS Department of Labor for asbestos handling prior to bidding on demolition work.
3. Contractor must maintain a valid permit(s) for disposal of waste at all waste disposal facilities that contractor utilizes.
4. Contractors must have the capacity to provide all labor and equipment to demolish all structures on a property, including but not limited to houses, garages and driveways and shall provide a list of equipment in their possession or immediate access to same as needed, including but not limited to the following:
 - a) Excavator or front-end loader
 - b) Machinery Equipment with level grading capabilities
 - c) Dump truck(s)
 - d) Lights, barricades and fences
 - e) Hose
 - f) Any other equipment necessary for this engagement
5. Contractor must assign and identify at least one single point of contact (provide contact information) to the Land Bank.
6. Provide at least three (3) references, including addresses and telephone numbers, one of which must be a reference from a municipality that respondent has previously been engaged by to perform emergency demolition services.
7. Provide any additional information which would serve to distinguish the respondent from other respondents submitting qualifications such as examples of work on projects similar to the projects contemplated by this RFP, and any special expertise or experience of respondent, etc.
8. The Land Bank may make such inquiries it deems necessary to determine the ability of each respondent to perform the services contemplated by this RFP. Respondent shall promptly furnish all information and data for this purpose as may be subsequently requested by the Land Bank.
9. All bidders will be expected to sign-in at each property. Only those who have signed in at all properties will be able to bid on the work.

II. SCOPE OF WORK

1. All work under this contract shall be done in strict accordance with all applicable Federal, State and Local regulations, standards and codes governing asbestos abatement and any other trade work done in conjunction with the abatement.

a. New York State Codes, Rules and Regulations (NYCRR):

1. 12 NYCRR Part 56 - Industrial Code Rule No. 56, Asbestos. (Amended January 2006)
- b. NYSDOL Site Specific Variance (if used).
2. 6 NYCRR part 360 - 2.17 (p) - Asbestos Waste Disposal at a Sanitary Landfill.
3. 6 NYCRR Part 364 - Waste Transporter Permits.

b. New York State Labor Law:

1. Article 30 - Asbestos or Products Containing Asbestos: Licensing; and Chapter 520 of the Laws of 1989 effective July 8, 1989.

c. Occupational Safety and Health Administrations (OSHA):

1. Title 29 Code of Federal Regulations (CFR) Section 1910.1001 - General Industry Standard for Asbestos.
2. 29 CFR Section 1910.134 - Respiratory Protection.
3. 29 CFR Section 1926.1101 - Construction Industry Safety and Health Standards for Asbestos.
4. 29 CFR Section 1910.2 - Access to Employee Exposure and Medical Records.
5. 29 CFR Section 1910.1200 Hazard Communication.
6. 29 CFR Section 1910.145 - Specifications for Accident Prevention Signs and Tags.

d. Environmental Protection Agency (EPA):

1. Title 40 CFR Part 61 Subparts A and M (Revised Subpart B) - National Emission Standards for Asbestos.
2. 40 CFR Part 61.146 - Standard for Demolition and Renovation: Notification Requirements.
3. 49 CFR 106, 107, 171-179, "The Transportation Safety Act of 1974, Hazardous Material Transportation Act".

e. American National Standards Institute (ANSI) Publications:

1. Z9.2-79 - Fundamentals Governing the Design and Operation of Local Exhaust Systems.
2. Z88.2-80 - Practice for Respiratory Protection.

f. National Electrical Code latest edition.

g. All other applicable regulations in effect at the time the work is conducted.

2. Demolitions and abatement

- a. In the case of asbestos abatement before demolition (If applicable see attached reports) the contractor will furnishing labor, materials, tools, machines, equipment, testing, and notifications and associated fees necessary for the removal of the asbestos containing materials (ACM) specified herein. Additionally, work required by these specifications includes transportation off-site of the removed ACM to an approved disposal facility; and notification and scheduling of a Land Bank approved air monitoring company.

Contractor is responsible for verifying the quantity and location of all ACM and providing an all-inclusive bid price.

Once abatement is complete contractor will proceed with demolition per the specification listed in this RFP.

- b. In the case of presence of ACM in a property deemed unsafe for abatement, the contractor will be responsible for abatement per NYSDOL ICR 11.5 "Controlled Demolition with Asbestos in Place." Additionally the contractor will be responsible for furnishing labor, materials, tools, machines, equipment, testing, and notifications and associated fees necessary for the removal of the entire building as containing ACM. Additionally, work required by these specifications includes transportation off-site of the removed ACM to an approved disposal facility; and notification and scheduling of a Land Bank approved air monitoring company.

If asbestos has been identified to exist in the building, the New York State Department of Labor has been informed pursuant to 12 NYCRR 56, Subpart 56-3 (Industrial Code Rule #56). If the Contractor requires a NYSDOL Site-Specific Variance to perform this work, other than the variance already held by the Land Bank, it will be their responsibility to obtain and pay for that variance. A letter condemning the property will be provided to the contractor if it has been condemned.

- c. If no asbestos has been identified to exist in the building contractor will proceed with demolition per the scope of work listed in this document.

3. The demolition contractor with the Land Bank shall notify the owners of properties adjacent to the proposed demolition. Notification shall take place at least ten (10) business days prior to the commencement of operations. At this time they will be notified of their right to have plastic placed on openings of their building per regulation if asbestos is present.

4. The contractor will notify the Land Bank if they hired an air monitoring service of their start date when they submit the 10-Day DOL notice. The contractor will also be expected to notify of any additional work days, when air monitoring or inspections are required, 72 hours in advance.

5. It shall be the responsibility of the contractor to obtain all permits required from their respective departments. This includes but is not limited to permits for the use of the street and sidewalk and street openings.

6. It shall be the responsibility of the contractor to notify the Water Department, Sewer Department, and all utilities serving the site where the demolition is proposed of their intent to demolish. No demolition operations may proceed until water service, sewer, gas and electric and any other services to the building have been discontinued. The Land Bank will provide documentation of any services that have been discontinued, but it is the contractor's responsibility to confirm this information.

7. It shall be the responsibility of the contractor to complete the necessary terminations from the Water Department, Sewer Department, and all utilities serving the site where the demolition has taken place. They must have the water department inspect and sign off on the work before backfilling. No invoice for payment shall be submitted unless the contractor can confirm that all necessary terminations were completed.

8. The contractor shall be required to protect municipal sidewalks and streets, and, if damages to facilities occur (by the contractor or due to any activity related to the demolition), the contractor shall be required to perform repairs per the municipality's standard details and specification. Any repairs must be inspected by the municipality and signed off on by the municipal inspector. If a permit is

requested on a moratorium street the contractor will submit a letter to the commissioner asking for an exemption to be made to complete the work. If temporary surfaces are required because of inability to complete the work at the time of the demolition, 10% or the cost of completion will be held back until final repairs are completed.

8. In instances where areaways project from the building into a sidewalk or street, contractor shall fill these areaways with compacted fill, and an appropriate street or sidewalk surface treatment, per the municipality's specification, shall be applied above the fill. If temporary surfaces are required because of inability to complete the work at the time of the demolition, 10% or the cost of completion will be held back until final repairs are completed.

7. The contractor shall be responsible for furnishing and installing appropriate barricades, fences, and other devices, in accordance with New York State Department of Labor Industrial Code Rule 23, for the protection of the public.

8. Actual demolition operations shall take place in accordance with all applicable laws, rules and regulations governing demolition procedures and dust control. The Land Bank does not and will not in any way direct or control the means or methods employed by the demolition contractor to accomplish the demolition and it is the affirmative duty of the contractor to comply with any applicable provisions of the New York State Industrial Code.

9. In the event that the building demolished shares a common or party wall with an adjacent building or buildings, it shall be the responsibility of the contractor to ensure that no damage to the common or party wall occurs during the demolition. Any damage that occurs as a result of the demolition will be the responsibility of the contractor and shall be fixed at the contractor's expense. A plan, or specifications, or both illustrating the method of accomplishing this end shall be communicated to the Land Bank at the time of the bidding. The face of common or party walls remaining after the demolition is completed shall be rendered weather-tight and secure by the demolition contractor in a manner acceptable to the Land Bank.

10. Cellars, basements, and other sub-surface areas shall be taken down to 6" below grade (unless otherwise noted) and then filled by the contractor with clean, run-of-bank gravel. Under no circumstances shall organic material, either in the form of demolition debris or other be used as fill.

11. Upon completion of demolition and removal of all salvage and any other debris from the site, the contractor shall top the entire lot with clean fill & 6" of noralite (unless otherwise noted).

12. Any and all damage to municipal property (including but not limited to streets, sidewalks, and/or curbing, etc.) and/or infrastructure (including but not limited to water, sewer, telecommunication or other conduit) within the municipal right-of-way shall be repaired/replaced to the satisfaction of the municipality and the Land Bank, to the municipality's specification at the contractor's expense.

13. Upon the completion of the demolition it shall be the responsibility of the Contractor to contact the Land Bank for an inspection. No payment shall be released until all municipal departments and the Land Bank are satisfied with the work and have received all necessary paperwork.

14. It is the expectation of the Land Bank that the work be completed in a reasonable timeframe. If the contractor requires longer than 60 days from the time of signing of the contract, the Land Bank requires

a formal written request be made which includes the estimated time to completion and the reasons why the work as not been completed in the 60 day time frame. It will be at the full discretion of the Land Bank as to allow the additional time or move to the next bidder.

15. Contractor shall supply the Land Bank with copies of bills of lading and invoices thereto. Bill of ladings, dump tickets for hazardous and nonhazardous waste, and final air monitoring report (if applicable) shall be submitted before payment will be made.

III. Insurance Requirements

The successful bidder shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

- A. Commercial General Liability coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate.
- B. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than \$1,000,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- C. Workers' Compensation and Employers' Liability in form and amounts required by law.
- D. Errors and Omissions Insurance: A policy or policies of errors and omissions insurance. Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".

The Land Bank and the Enterprise Community Partners, Inc shall be named as additional insureds on the policies required by subparagraphs (A and B) above (Albany County Land Bank, 69 State Street, 8th Fl, Albany, NY 12207 and Enterprise Community Partners, Inc, 70 Corporate Center 11000 Broken Land Parkway, Suite 700 Columbia, MD 21044). The successful bidder shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. The Contractors policy may not contain any exclusion for NY Labor Law, injury to employees or injury to subcontractors. The successful bidder shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The successful bidder agrees to cause each subcontractor to furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor commencing any work. In addition to the Certificate of insurance (Acord 25) the contractor must provide an (Accord 855) form to the Land Bank.

IV. INDEMNIFICATION

The successful contractor shall defend, indemnify and save harmless the Land Bank, its employees and agents, from and against all claims, damages, losses and expenses (including, without

limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

V. NON-COLLUSIVE CERTIFICATION

By submission of this RFP, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint proposal 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 proposal 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 contractor or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
- (3) No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

VI. MWBE PROMOTION

It is the policy of the Land Bank that Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts. It is also the Land Bank's goal to award Procurement Contracts to those procurement contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment.

VII. AFFIRMATIVE ACTION

As required by Executive Law § 312, and in compliance with the Land Bank's procurement policy, any contractor awarded a procurement contract in excess of \$25,000 for services rendered to the Land Bank must acknowledge this affirmative action policy and agree to implement the same by making every reasonable effort to award any subcontracts (none of hereby authorized) to MBEs and WBEs and to utilize minority and labor in the performance of any agreement that is awarded to the contractor. Specifically, any contractor awarded a contract in excess of \$25,000 dollars will be expected to abide by the following provisions:

1. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. At the request of the contracting agency, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such

employment agency, labor union or representative 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 the contractor's obligations herein.

3. The contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the MWBE Threshold Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status

VIII. NON-DISCRIMINATION POLICY

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

IX. PROPOSAL REQUIREMENTS

1. Responses should list the cost of demolition and asbestos abatement broken out by building and activity (ex: Abatement, Demo) then shown in a Lump Sum (LS) cost per structure. Payments will not exceed these amounts regardless of the actual costs incurred in completing the services. Contractors may bid a portion of the work by building. Land Bank reserves the right to accept all or a portion of the work bid, however, it is the preference of the Land Bank to have one contractor complete the entire job.

2. The Respondent should address the following information: (a) business address, phone number, fax number, e-mail address, and Federal ID number for contractor and all sub-contractors; (b) a brief description of the firm's history and experience in providing services covered by this RFP; and (c) describe other projects involving similar works (including name of clients served, and length of time providing such services).

3. Proposer shall provide a description and past experience of their firm, and subcontractors with regard to structure demolitions and asbestos abatement work. This task shall include general location and dates of previous demolition work. Contractor shall also provide references including governmental agencies (if applicable) where similar work has been performed over the past five years.

4. Responses shall include a resume describing the qualifications and background of the primary contact person and other key staff who will be assigned to projects covered by this RFP. If Respondent intends to use the services of a subcontractor, provide resumes for each subcontractor; descriptions of how the primary contact person and other key personnel meet the general qualifications described, and a Scope of Services shall be provided. Please note that the individuals listed will be expected to be available should the Corporation request to conduct interviews. Such resumes should describe relevant training and experience as it relates to the Scope of Services.

5. Provide a list of three to five relevant client references, including a contact person's name, address and phone number.

6. Prepare a project schedule to be included as part of the proposal. Schedule should include a begin work date, and dates showing demolition timeframe for each of the structures.

7. The successful firm shall be responsible for all expenses related to the demolition, removal of debris, infill of voided space, and the safe work environment of the property.

8. Consultant must make a good faith effort to meet New York State's minority and women-owned business ("M/WBE") participation goals, in effect and as amended from time to time.

X. PROPOSAL SUBMISSION

Proposals must be received at the Albany County Land Bank office:

Albany County Land Bank Corporation
Attn: Amanda Wyckoff
Property & Development Manager
69 State Street, 8th Fl
Albany, NY 12207

The proposal shall be contained in a sealed envelope, clearly marked "Albany County Land Bank - Demolition RFP." Email proposals are acceptable but the Land Bank will not be responsible if the email is not received before the date and time indicated below. The Land Bank will also not be responsible for any issues associated with email (Ex: bounce backs, files that are too large, etc.) if the contractor submits via email.

Note: Submissions must be submitted and received by the date and time listed in the header of this RFP.

The Land Bank will not be responsible for any expenses incurred by any firm or person in preparing or submitting a proposal.

A mandatory walk through of the building will occur on the date and time listed in the header of this RFP. Start location is the first property listed under "Background Information" at the beginning of this document. All bidders will be expected to sign-in at each property. Only those who have signed in at all properties will be able to bid on the work.