



**REQUEST FOR PROPOSALS
CONTROLLED GARAGE DEMOLITION AND SITE RECONSTRUCTION SERVICES**

Date Issued: September 18, 2020

Due: Thursday, October 1, 2020 @ 3:00 pm

To Whom It May Concern:

The Greater Mohawk Valley Land Bank, Inc. (GMVLB) is a local public authority and nonprofit committed to the acquisition and rehabilitation of local abandoned and distressed structures, and the revitalization of neighborhoods in the Mohawk Valley Region. The GMVLB is requesting proposals to perform garage demolition and site reconstruction services at the following address: 81 S Third Avenue, Ilion, NY 13357.

A. Instructions to Bidders

Name of the Bid:	81 S Third Garage Demolition
Deadline for Questions:	Friday, September 25, 2020 at 5:00 pm
Deadline for Bid Submittal:	Thursday, October 1, 2020 at 3:00 pm
Bid Opening:	Friday, October 2, 2020 at 9:30 am
Bids Shall Be Submitted to:	Greater Mohawk Valley Land Bank P.O. Box 53 Little Falls, NY 13365
Method of Submittal:	Mail or In-Person Delivery
Contact Person, Title:	John Mazarella III, Project Manager
E-mail for Questions:	johnm@gmvlb.org
Phone for Questions:	315-823-0814

Proposals must be received by the Greater Mohawk Valley Land Bank by Thursday, October 1, 2020 at 3:00 pm in order to be considered. If you wish to bid, please submit your submittal in a sealed mailing container or envelope which is plainly marked on the outside with the notation: 'BID ENCLOSED – 81 S THIRD GARAGE DEMOLITION'. It is the bidder's responsibility to submit their proposals timely and completely because no extensions for revisions, corrections, amendments, or supplements will be given past the bid due date.

B. Consultant Qualifications

The selected consultant and/or contractor must be appropriately licensed by the NYS Department of Labor, utilizing workers properly trained and certified by the NYS Department of Labor and authorized to perform the requested services. 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, and \$2,000,000 products/completed operations 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. If the Subcontractor will be involved in any environmental remediation of any kind, the Subcontractor must have Environmental Pollution Liability Insurance with a \$1,000,000 limit to new construction projects or demolition.

The GMVLB and Enterprise Community Partners Inc. shall be named as additional insured, have subrogation waived endorsement, and endorsement requiring the carrier to give at least 30 days' prior notice of cancellation on all the policies required by subparagraphs (A, B, C, and D) above. Use the following on Acord 25 forms:

Greater Mohawk Valley Land Bank
500 E Main St.
P.O. Box 53
Little Falls, NY 13365

Enterprise Community Partners, Inc.
70 Corporate Center,
11000 Broken Land Parkway, STE 700,
Columbia, MD 21044

The following address shall also be listed as project address on Acord 25.

81 S Third Ave, Ilion Garage Controlled Demo RFP

The successful bidder shall furnish certificates of insurance to the GMVLB and Enterprise Community Partners Inc. and corresponding policy endorsements setting forth the required coverage hereunder prior to commencing any work. All insurance required shall be primary and non-contributing to any insurance maintained by the GMVLB and Enterprise Community Partners Inc. 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 GMVLB and Enterprise Community Partners Inc. 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.

C. Indemnification

The successful contractor shall defend, indemnify and save harmless the GMVLB, 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.

D. Requested Services (Scope of Work)

The work to be performed consists of controlled demolition of the garage and site reconstruction as directed by GMVLB within the subject property boundary. The garage has already been condemned as being structurally unsafe. It is the contractor's responsibility to obtain demolition permit and maintain trade licenses necessary to complete the following scope of work.

The entire garage structure, contents, and above ground foundation/slab shall be removed. Foundation/slab material may be decontaminated in accordance with Industrial Code Rule 56 guidelines and disposed of in a legal manner as clean fill to reduce tipping costs. Only foundation stone and concrete slabs are allowed to be decontaminated and Project/Air Monitor must verify compliance with Industrial Code Rule 56 guidelines. ALL OTHER MATERIAL MUST BE REMOVED AND DISPOSED OF IN A LEGAL MANNER AND IN COMPLIANCE WITH INDUSTRIAL CODE RULE 56. Top soil shall be spread over garage area aligning with existing grades. Raised grade along rear porch shall be lowered and sunken areas in back yard and along foundation shall be filled with topsoil. It is our intention to pitch grade away from building and rear porch to improve property drainage. Grass seed shall be spread over topsoil and a layer of straw, hay, or chaff shall cover seed.

All work must be performed in compliance with all governmental requirements including proper removal, transportation, disposal, and recording of hazardous materials. It is the successful contractor's responsibility to make sure all legal requirements are complied with and GMVLB is given records of compliance including waste manifest within 30 days of project completion.

E. Terms and Conditions

The work to be bid includes controlled demolition of the garage and site reconstruction of the following residential property:

81 S Third Avenue
Ilion, NY 13357
Tax Map ID: 119.44-5-92



This property is referred to as the “project site” or “property” and consists of the entire surveyed boundary of this address. It shall be the Contractor's responsibility to secure the project site by whatever means necessary to protect people from danger. The property is not listed on the register of historic places nor located within a historic district according to New York State Office of Parks, Recreation, and Historic Preservation online database.

The Contractor shall file the Waiver of Notification Fee form with the New York State Department of Labor on behalf of GMVLB therefore waiving any notification fees. **Do not include any notification fees in your proposal.**

Demolition permit from the Village of Ilion shall be obtained by the contractor, and work shall not commence until GMVLB has been provided a copy of the permit.

GMVLB shall contract directly with a certified Project/Air Monitor and coordinate with selected demolition contractor for scheduling.

This is not a prevailing wage project.

Prospective Bidders may view the property prior to bidding by scheduling an appointment with the Contact Person. Prospective bidders and their agents will be permitted to investigate the project site as necessary by appointment with the Contact Person prior to Tuesday, September 29, 2020 @ 5:00pm. They must satisfy themselves by personal examination of the location of the proposed work, and by such other means as they deem necessary, as to the actual conditions and requirements of the work and as to the actual quantities required for project completion. Prices bid shall include all costs for the work set out in the conditions of this RFP.

The Contractor shall be responsible for compliance with all Federal, State, and municipal requirements related to structure demolition and removal, including, but not limited to, requirements of the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency, New York State Department of Environmental Conservation (NYSDEC), Herkimer County Health Department, Village of Ilion, and New York State Department of Transportation (NYSDOT).

Condemnation Letter

A letter dated September 15, 2020 condemning the building as being structurally unsafe has been obtained and is posted on our website below this solicitation. A copy of the letter must be onsite during work activities.

Utility Disconnects

The Contractor shall be responsible for coordinating with attendant utilities for disconnection of services including power, telephone, cable, and any other utility connections going to the garage.

A. Fuel and oil storage tanks, if found, must be removed according to NYSDEC requirements. If historic shaft features such as wells, cisterns or privies are uncovered, the contractor will inform the Contact Person prior to filling and/or capping with appropriate material.

B. Contractor shall be responsible for the cost of any damage caused to the Village of Ilion roads, Herkimer County roads, neighboring property features, underground buried and overhead electric lines, or any other utility lines as a result of project site activities by the Contractor.

C. Contractor shall be responsible for the cost of any damage caused to driveway, sidewalk, curbing, and apron as result of project site activities by the Contractor

Miscellaneous Waste Issues

Tires, hazardous waste, white goods, and electronics shall be removed and disposed of in a legal manner. The successful contractor may salvage any materials he/she desires providing the materials can be decontaminated onsite.

Archaeological

If archeological deposits (features, artifacts, remains) or other remnants of human activity are uncovered, or if archeological deposits are found during project demolition construction activities, the project will be halted immediately in the vicinity of the discovery, and the Contractor will take reasonable measures to avoid or minimize harm to the finds. The Contractor will inform the Contact Person and a consultation on how to proceed will take place. Any artifacts shall be the property of GMVLB.

Caution Tape/Barricade

The Contractor shall make sure that any dangerous aspects of the project site are marked off as needed to notify a person entering the property of danger (e.g. hazardous materials, holes). Caution tape or a temporary fence shall have an appropriate warning statement and shall remain in place until the danger is mitigated.

Backfill - Finishing

The Contractor shall backfill any excavations, holes or depressions on the project site as a result of the structure demolition. Excavations, cellar holes, basement holes, abandoned cisterns or other depressions in the project site shall be filled and compacted with clean fill and a tillable layer of topsoil (3-4 inches) spread over the entire disturbed area to a uniform, adjacent grade. (No fly ash or equal.) All bare ground areas of the surveyed property must be uniformly seeded with a perennial grass to prevent erosion.

Adjacent grades - When referred to in these specifications, adjacent grade means approximate existing elevations of the ground surrounding the garage, or other excavated or depressed area, at the distance of five (5) feet outside the area, particularly when the existing ground has previously been graded up to slope away from the structure. Backfill will match the stability and grade of the adjacent undisturbed soils. To prevent the settling of

the backfill and the ponding of surface water, grade will remain uniformly stable for at least one (1) year after the date the job is reported finished (i.e. Certificate of Acceptance issued). The Contractor shall remedy such settling by additional tamping, refilling, compacting and re-grading in conformance with the standards set forth in this section.

Final Cleanup

All pieces, parts, scraps, debris, rubbish, wood and organic materials from a structure or part of a structure shall be cleaned up and removed from the premises. Final cleanup after the structure is demolished shall include complete and thorough removal from the premises of all parts or pieces of the building, its contents and its furnishing, including all debris, organic materials, rubbish, and wood. Concrete, brick, stone and masonry rubble can be used as fill. Concrete slabs on grade including floors of basement-less buildings, entrance slabs, patios, garages or shed floors shall be removed and disposed of off the project site or placed in depressions at least three (3) feet below adjacent grade. Any material other than clean fill to be buried on the project site must be viewed by the Contact Person prior to covering. All work shall be guaranteed by the Contractor for a period of one (1) year.

Work Areas

GMVLB shall approve the geographic work area in advance with the Contractor. A meeting will be held to determine approved work area to make sure neighboring properties are not impacted.

Contractor shall always keep the project area and public rights-of-way reasonably clear and on completion of the work, the Contractor shall remove all equipment and materials brought onto the project area by the Contractor and shall leave the entire project area in a totally cleared, neat, and natural condition. Open burning is not permitted.

Debris Ownership and Hauling Responsibilities

Once the Contractor begins activity on the project site, all debris generated is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris. This includes all materials resulting from demolition unless otherwise specified in the Terms and Conditions.

Debris Disposal

Contractor acknowledges, represents and warrants to GMVLB that it is familiar with all laws relating to disposal of the materials as stated herein for a controlled demo and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other Federal, State or local agencies or authorities. The Contractor will dispose of all materials in a legal manner. The successful Contractor shall communicate with disposal facilities to be sure all applicable requirements are complied with.

A. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in the Terms and Conditions shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by the Terms and Conditions.

B. Contractor is responsible for determining and complying with the applicable requirements for securing loads while in transit. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

Equipment

A. The Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools, and other items necessary for and incidental to executing and completing all required work.

B. All equipment and vehicles utilized by the Contractor shall meet all the requirements of the Federal, State and local regulations including, without limitation, all NYDOT and safety regulations.

Contractor Employees

A. Any person performing work on behalf of the Contractor must be identifiable by uniform, proper identification, and/or a marked vehicle. The Contractor shall only furnish employees who are properly licensed, competent and skilled for work under this contract.

B. If, in the opinion of the GMVLB or its agent, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the Terms and Conditions, threatens or uses abusive language while performing work, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. It is of the utmost importance to communicate with the neighbors of the properties to work out any concerns and to only perform work during acceptable working hours. No work shall be performed on the project site on a Sunday or between the hours of 8:00 p.m. and 7:00 a.m. Monday through Saturday.

C. Contractor is responsible for payment of worker compensation, overtime, insurance requirements, and any other required coverage as required by State and/or Federal law or regulations.

F. Selection Criteria & Process

The Greater Mohawk Valley Land Bank, Inc. may elect to interview potential consultants in person and these consultants would be notified accordingly. It is expected that a final proposal selection will be made on Friday, October 2, 2020. However, the GMVLB reserves the right to extend the deadline for submissions and bidder.

The organization's selection of a consultant shall be based on the following criteria:

- Demonstrated experience and expertise with reasonably similar projects.
- References, including current and/or past clients.
- Understanding of the program and the needs of the organization.
- Comprehensiveness of proposed services.
- Price.

All information will be reviewed carefully. The GMVLB reserves the right to select the consultant whom is evaluated to be best qualified for the work associated with this project. Upon award of the bid, the GMVLB will work with the successful bidder to execute a contract as soon as possible. A written contract will be presented for signing and project work forms will be used. If the GMVLB is unable to reach an agreement with the successful bidder within a reasonable time period, the bid will be awarded to another party.

G. General Conditions

1. 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.

2. MWBE Promotion

It is the policy of the GMVLB 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 GMVLB'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.

3. SDVOB Promotion

It is the policy of the GMVLB that Service-Disabled Veteran Owned Businesses (SDVOBs) are afforded the maximum opportunity to participate in the performance of contracts. It is also the GMVLB'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.

4. Affirmative Action

As required by Executive Law § 312, and in compliance with the GMVLB's procurement policy, any contractor awarded a procurement contract more than \$25,000 for services rendered to the GMVLB must acknowledge this affirmative action policy and agree to implement the same by making every reasonable effort to award any subcontracts 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 more than \$25,000 dollars will be expected to abide by the following provisions:

- a. 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- b. 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.

- c. 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

5. 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.

H. Submission Requirements

1. Primary Contact: Provide the name and contact information for the firm and the person representing the firm including firm mailing address, firm and agent phone number(s), firm website, and agent email address.
2. Project Team Qualifications: Provide a summary of professional qualifications for the consultant firm and personnel to be involved with the work. Provide responsibilities and resumes for each team member. When sub-contractors are included as a part of the project team provide similar information for each firm and individual.
3. Relevant Project Experience & References: List at least three comparable projects successfully completed by the consultant and provide the names and contact information for persons familiar with the firm's work who may be contacted as references.
4. Project Fixed Pricing: Provide a fixed project price for garage demolition and site reconstruction (topsoil and seeding). Also indicate the cost for sub-contractors if they are used for any activity associated with completing the scope of work.
5. Schedule: Provide a suggested project schedule for consideration. It is our intention have all activities completed within 30 days of contract execution.

Failure to follow and submit all items above may result in proposal disqualification.

The GMVLB may waive at its discretion any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the GMVLB and the Contractor.

I. Submission

Please submit a printed copy of your proposal in a sealed envelope to:

**Greater Mohawk Valley Land Bank
Attn: 81 S Third Garage Demolition RFP
P.O. Box 53
Little Falls, NY 13365**

In-person submission can also be arranged prior to bid deadline by calling the Contact. Proposals will be opened publicly at GMVLB office located at 500 E Main St, Suite 2A, Little Falls, NY 13356 on Friday, October 2, 2020, at 9:30 am. Persons wishing to attend must notify the Contact due to office restrictions. This Request for Proposals does not obligate the Greater Mohawk Valley Land Bank, Inc., to reimburse any respondent for any costs incurred in the preparation of submission of a proposal, nor bind the GMVLB in any way.

J. Payment

Payment for the work authorized under this contract will be paid for upon receipt of an original invoice within thirty (30) days and after all services are delivered, inspected and accepted by the Contact Person.

The invoice shall clearly state:

1. The Contractor name,
2. The address of the structure,
3. Description of work performed, and
4. Date(s) of services

Invoices shall be billed to: Greater Mohawk Valley Land Bank

Invoices shall be mailed to: P.O. Box 53, Little Falls, NY 13365

Final payment will not be made until a passing Final Inspection has been given by the Contact Person. The GMVLB may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

K. Questions

Please direct all questions to John Mazzearella III, Project Manager - 315-823-0814 or johnm@gmvlb.org by Friday, September 25, 2020 at 5:00 pm. Questions and answers will be shared directly with respondents and will also be posted on our RFP webpage below this solicitation on Monday, September 28, 2020. Access to the building for inspection can be arranged by calling the Contact.