6087 State Route 19 North- Suite 300
Belmont, NY 14813
585-268-7472 Extension 7
alleganycountylandbank@gmail.com

NOTICE TO BIDDERS

Asbestos Abatement One (1) Land Bank Owned Structure in Allegany County

The Allegany County Land Bank is looking for licensed contractors to perform demolition activities at one property.

Bids will be received until 3:00 pm, Friday, October 11th, 2024.

Request a copy of Bid Specifications by emailing alleganycountylandbank@gmail.com or find them online at www.ACLBC.org (Request for Proposals Tab)

Project Sites:
26 Main St. Almond, New York

Mail Bids to: ACLBC
6087 Rte. 19N, Suite 300
Belmont, NY 14813

Bids can be dropped off at:
Allegany County Planning Department
Crossroads Conference Center
6087 Rte. 19N, Suite 200
Belmont, NY 14813

Allegany County Land Bank reserves the right to reject any or all bids.

Thank you in advance,
Brian Loucks
Allegany County Land Bank, Board of Directors, Chairman

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Demolition of One (1) Land Bank Structure in Allegany County

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I. Directions for Bid Submission-

1. On envelope containing sealed bid:
   a. Print your company's name in upper left corner.
   b. In lower left corner print:
      Sealed Bid: October 11th, 2024 3pm.
      Demolition of One (1) Land Bank Structure in Allegany County, N.Y.

2. The successful bidder shall be required to submit a performance bond or certified check in the amount of 100% of the bid price. The performance bond is due in the office of the Land Bank within 14 days of receipt of the award letter and will be returned upon completion and acceptance of the project.

3. Non-Collusive Bidding Statement shall accompany each bid.

4. Hold Harmless Agreement shall accompany each bid.

5. The successful bidder shall secure and maintain at his / her own expense insurance coverage as specified in "Appendix C: Insurance Requirements". Proof of required insurance coverage shall be provided to the Land Bank at least fourteen (14) calendar days prior to commencing work.

6. The Allegany County Land Bank Corporation will **receive** sealed bids until 3pm, October 11th, 2024. Bids will be **opened** at the Cross Roads Center Belmont, New York at 9:00am October 21st, 2024.

7. Bids received after the specified opening time (3pm) on October 11th will NOT be considered, and will be returned unopened.

Specifications may be obtained online at www.aclbc.org

9. To be considered formal, bids must be submitted on enclosed bid submission sheets.

10. All Proposals shall remain valid for 90 days after bid opening, unless hereinafter modified.

11. Allegany County Land Bank reserves the right to reject any or all bids and award the bid(s) it determines to be in the best interest of the Land Bank.

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II. Project Description-

A. Demolition of Structure in Allegany County**:**
1. 26 Main St. Almond, NY

1. Allegany County Land Bank is seeking bid proposals from experienced and qualified demolition contractors to demolish and remove on (1) Land Bank owned structures at the above listed addresses. Demolition activities shall be at an expense to Allegany County Land Bank for demolition, removal and proper disposal of debris, and proper grading of the site.

2. The Demolition Contractor shall be responsible for the demolition, removal and proper disposal of the above referenced structure using tools, labor, vehicles, equipment and containers suitable for the project and to leave the site in a safe, clean, level, graded and compacted condition.

3. The structure was tested for the presence of asbestos and identified asbestos containing materials have been abated.

4. It is the responsibility of the bidder to inspect each site prior to submitting their bid. Arrangements for an accompanied site visit, if desired, may be made by calling the Allegany County Land Bank at 585-268- 7472, extension 7. Attention: Jason Isaman.

5. Entry into the structure is strictly prohibited until bids are awarded for safety, health, and liability reasons.

SCOPE OF WORK

The Contractor is responsible for all labor, materials, equipment, supplies, and incidentals as necessary and required to complete the work of outlined below.

a. The Contractor will provide the Land Bank with at least twenty-four (24) hours' notice prior to commencing the Work following approved pre submittal approval and written authorization to proceed.
b. The Contractor shall obtain, at its sole cost and expense, all permits, authorizations, approvals, and licenses necessary for the planning, performance, and completion of the Work in accordance with the requirements of the respective municipal agencies and other authorities having jurisdiction.
c. The Contractor shall comply with all federal, state, county, city, town and other applicable laws, ordinances, rules, and regulations and all orders and rules of any duly constituted authorities affecting the Property or bearing on the performance of the Work. This includes but is not limited to 12 NYCRR Part 56-11.5 and all applicable storm water regulations.
d. The Contractor will provide before and after time/date stamped photos of sidewalk and property.
e. The Contractor will contact Dig Safely NY prior to beginning any excavation at the Property.
f. The Contractor will confirm that all utilities are disconnected before commencing any Work.
g. The Contractor will properly cap off all sewer connections and protect, stabilize, and mark such connections before commencing any Work.
h. The Contractor will demolish all buildings, structures, and driveways on, in, or upon the Property.
i. The Contractor will provide the Land Bank with all bills of lading, dump tickets, waste manifests for all regulated waste, universal waste, hazardous and non-hazardous waste, and construction debris.
j. The Contractor will completely remove all construction materials and any contents of the

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demolished structures from the Property. The Contractor will arrange for transportation of the construction materials and any contents of the demolished structures to lawful disposal, storage locations, as necessary.

k. The Contractor will fill the foundation pit with appropriate materials. The foundation pit shall not be filled with debris. Any proposed fill must be approved in advance by the Land Bank. Fill cannot include organic materials that will decompose and settle. Fill cannot include construction debris other than clean non-asbestos containing/encapsulated/contaminated concrete or stone.
l. Foundation walls must be removed to three feet below grade. The Contractor must ensure that basement floors are broken up to allow for drainage.
m. The Contractor must contact the Land Bank for inspection and written approval before filling the foundation pit.
n. The remaining foundation pit shall be filled with approved material from a NYSDOT approved source not larger than 12 cubic inches up to two feet below grade. Clean dirt fill shall be placed above, any rocks contained can be no larger than four cubic inches.
~~o. The Contractor will finish grade the land on the Property so that there is no standing water on the Property or adverse drainage impacts to adjacent Property. The Contractor will add all required topsoil and will ensure that the Property is free of rocks and other items that would prevent grass growth. The Contractor must ensure that there is a minimum of 4" of clean topsoil free of any stones large enough to impede grass growth or that might damage or be thrown by a lawnmower covering the whole site.~~
p. The Contractor must contact the Land Bank for inspection and written approval before proceeding with manual seeding and/or hydroseeding.
q. Grading/Seeding must be completed within 30 days of pulling the demolition permit unless impossible due to inclement weather.
r. The Contractor will exercise caution so as to not to damage any pedestrian sidewalk. If a sidewalk is damaged, the Contractor must repair or replace the damaged portion in a timely manner and prior to the Completion Date. Contractor will provide before and after time/date stamped photos of sidewalk and property.
s. Protections: Provide and maintain temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to demolition work. Provide and maintain protective measures as required to maintain free and safe passage of general public to and from occupied portions of other properties. Remove protections at completion of work.
t. Traffic: demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
u. The Contractor must contact the Land Bank for a Final Inspection.

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The CONTRACTOR, where applicable, must provide the following submittals:

1. Insurance Certificate(s) Actual Policies in accordance with the Contract for review by Owner's attorney. This information shall also be submitted for Sub Contractors prior to the start of their work.
2. List of Sub Contractors and related insurance certificates and actual policies.
3. Contractor's Equipment List.
4. Total quantity of scheduled workdays.
5. Quantity and time periods of shifts within respective workdays.
6. Total size of workforce.
7. Fire Emergency Plan specific to Project and site.
8. Demolished Site Clearing Submittal: Fill Material, Topsoil, Dig Safely Notifications and Responses, Utility Company Town Disconnect Statements, Seed and Fertilizer, Photographs - Pre-Existing Damages, Photographs - Utility Lines Plugged/Capped, Disposal Receipts and Manifests

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B. Special Conditions:

1. The successful bidder shall perform in accordance with all applicable Federal, State and Local Laws, rules and regulations. All statutory provisions applicable to this project are hereby incorporated by reference. The successful bidder is also responsible for obtaining all applicable permits and licenses and shall be solely responsible for paying any fines or penalties incurred during the performance of this project.

2. The successful bidder will cooperate with any asbestos abatement process that is being performed on the property. No demolition activities will begin until a Notice to Proceed and Asbestos Clearance is issued to the demolition contactor by the Allegany County Land Bank.

3. If the structure is located in areas of high vehicle and pedestrian traffic. No Sunday or late evening work shall be permitted. Salvage and Demolition project schedules project shall be approved in advance by the Allegany County Land Bank Board of Directors.

4. The successful bidder shall be responsible for, and assume, all responsibility for all safety signage, barricades, locks etc. to secure the work site and structure(s) from entry by unauthorized persons or vehicles at the onset and duration of demolition activities.

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C. General Conditions:

1. Insurance: The successful bidder shall secure and maintain at his / her own expense insurance coverage as specified in "Contractor Insurance Requirements", contained herein. The Bidder shall be provide a certificate of insurance naming Allegany County Land Bank Corporation and Housing Trust Fund Corporation as additional insured as well as stating that the Allegany County Land Bank Corporation be given thirty (30) days' notice prior to non-renewal of, or cancellation of, policies.

2. Non-Collusive Bidding Statement: The Contractor shall submit a signed and dated Non- Collusive Bidding Statement with its bid which is included in this bid document. Said certificate is mandated by Section 103-d of the General Municipal Law.

3. Hold Harmless Form: The contractor shall submit a signed and dated Hold Harmless Form with its bid which is included in this bid document. Successful bidder agrees to the fullest extent permitted by law, to indemnify, hold harmless and defend the Land Bank its agents, employees or any person against loss or expense, including attorney's fees, by reason of liability imposed by law upon the Land Bank, except in cases of the Land Bank's negligence, for damage because of bodily injury, including death at any time resulting therefrom sustained by any person or persons, or on account of damage to property arising out of, or in consequence of, the performance of this contract.

4. Assignment: The successful bidder shall not assign, transfer sublet or otherwise dispose of the contract, or its right title or interest, or its power to execute the same to any person or corporation without the previous consent, in writing, of the Allegany County Land Bank. An assignment of the contract shall not relieve the assignor of his obligations hereunder. In the event of assignments, all provisions herein shall be binding upon the inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the original contract.

5. Late Bids: Contractors shall bear sole responsibility for the delivery of their bid in a timely manner.

6. Governing Law: The terms of this contract shall be governed pursuant to the laws of New York State, Allegany County, and the municipality where the work is performed.

7. Reliance upon the U.S. Postal Service or other carriers is at the contractor's risk. Late bids will not be considered and shall be returned unopened.

8. The Allegany County Land Bank reserves as its right, the right to require clarification from the contractor for the purpose of assuring a full understanding of the contractor's responsiveness to the solicitation requirements.

9. The Allegany County Land Bank reserves as its right, the right to accept or reject any and all bids (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).

10. Contractor's Failure to Comply: The contractor's failure to perform in compliance with the bid award

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shall result in withholding of payment. The payment shall be withheld until such times as the contractor fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of the Allegany County Land Bank. Such action would not necessarily preclude further initiatives on the part of Allegany County Land Bank to protect and preserve its interest.

11. Preparation of Bid Documents: Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:
    a. All submissions shall be clearly written, legible, and completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.) Illegible entries may be rejected.
    b. All forms requiring the contractor's signature shall be signed by the contractor or the contractor's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.
    c. The contractor shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.
    d. All bids shall be firm for a period of forty-five (45) days from the bid opening date; during which time the Land Bank shall render its decision.

12. Each vendor bears sole responsibility for acquisition of bid documents. Requests for bid documents to be forwarded are neither a guarantee nor an incurred obligation on the part of the Allegany County Land Bank to ensure vendors requested receipt of bid documents, timely or otherwise.

13. Receipt of these documents, unsolicited or otherwise, shall not be construed a predetermination of a vendor's qualifications to receive a contract award. Nor shall receipt of these documents be interpreted an endorsement that the vendor's equipment, materials, products, and/or services are in compliance with the bid specifications.

14. Examination, Interpretation, Correction of Bid Documents: Each vendor shall examine all bid documents and judge all matters relating to the adequacy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Land Bank. The Land Bank shall not be responsible for oral interpretations given by any officer, representative or others. The issuance of written addendum/addenda is the only official method whereby clarification or additional information can be given.

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III. Acknowledgment of Project Specifications-

THE UNDERSIGNED PROPOSES TO PROVIDE SAID SERVICES required by the Allegany County Land Bank as set forth in the enclosed request for proposal. The successful bidder shall be obligated to furnish said services at the price set forth in this bid.

Sufficient information must be submitted with your bid to allow the Allegany County Land Bank to determine if the product is acceptable and meets the needs of the Allegany County Land Bank. Final determination shall be made by the Land Bank.

Company Name_____

Address_____

City, State, Zip_____

Signature:_____Printed Name:_____

Title:_____Date:_____

Telephone number:_____Fax number:_____

Email address:_____

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IV. Bid Proposal Form-

Allegany County Land Bank Bid Proposal Form
For Demolition of One (1) Structure

Location	Bid Price	Days to Complete
26 Main St. Almond, NY	**$**_____	_____

Company Name:_____

Address: _____

_____

Telephone No.:_____Fax No.: _____

Email Address: _____

Tax I.D. No.: _____

The undersigned having a principal place of business as indicated above, agrees to furnish the Allegany County Land Bank the services listed at the price herein stated, in accordance with the specifications and conditions annexed hereto.

Authorized signature: _____

Typed or Printed Name:_____

Title: _____

Date: _____

Subscribed and sworn to before me this

_____day of_____20__.

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Appendix A: Non-Collusive Bidding Statement

By submission of this bid/proposal, each bidder and each person signing on behalf of any bidder/proposer, certifies, and in case of a joint bid/proposal, each party hereto certifies as to its own organization, under penalty of perjury, that to the best of his/her/their knowledge and belief:

1. The prices in this bid/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 bidder/proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this package have not been knowingly disclosed by the bidder/proposer prior to the opening, directly or indirectly, to another bidder/proposer or o any competitor; and
3. No attempt has been made or will be made by the bidder proposer to induce any t other person partnership, or cooperation to submit or not to submit a bid/proposal for purpose of restricting competition.

_____
Name of Bidder/Proposer

_____
Address

_____
Signature

_____
Title

_____
Date

_____
FEIN

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Appendix B: Hold Harmless Agreement

A "Hold Harmless Agreement" is required from each contractor engaged on the behalf of the Allegany County Land Bank. A separate agreement is required by subcontractors engaged in any portion of the contracted work.

A. Indemnification and Hold Harmless:

To the fullest extent permitted by law, _____ agrees at its own cost to defend, indemnify and hold harmless The Allegany County Land Bank Corporation, its officers, agents, representatives, managers, employees and affiliates from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable attorney fees and legal expenses and costs arising in whole or in part and in any manner from the acts, omissions, breach or default of any contractor or subcontractor. This agreement is continuous until terminated by either parity with written notice.

B. Insurance:

_____ hereby agrees that it will obtain and keep in force an insurance policy/policies to cover its liability hereunder and to defend and save harmless the Allegany County Land Bank , its officers, agents, representatives, managers, employees and affiliates and carry:

i. Commercial General Liability Insurance in amounts not less than $1,000,000 per occurrence/per location, $2,000,000 in annual aggregate, and $2,000,000 products/completed operations aggregate.
ii. Commercial Auto Insurance in amounts not less than $1,000,000
iii. Workers' Compensation and Disability Insurance in amounts complying with industry standards for the work being conducted and to the full statutory limits.
iv. Environmental Liability Insurance with a $1,000,000 limit to new construction projects or demolition.

The undersigned agrees to all of the conditions of this agreement and will furnish the Allegany County Land Bank Corporation certificates of insurance evidencing that the aforesaid insurance coverage is in force.

Authorized Signature: _____
Typed or Printed Name: _____
Title: _____
Date: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

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Appendix C: Insurance Requirements

All Subcontractors must carry Commercial General Liability Insurance in amounts not less than $1,000,000 per occurrence/per location, $2,000,000 in the annual aggregate, and $2,000,000 products/completed operations aggregate.

All Subcontractors must carry Commercial Auto Insurance in amounts not less than $1,000,000

All Subcontractors must carry Workers' Compensation & Disability Insurance in amounts complying with industry standards for the type of work that the Subcontractor is conducting.

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.

***ATTENTION*:**

Before submitting your bid/proposal please ensure you have the following documents with your sealed bid/proposal.

1. Signed W9 form
2. Insurance Certificate- with Allegany County Land Bank Corporation, The State of New York, Housing Trust Fund Corporation and Fourth Sector Services, LLC named as additional insured.
3. Hold Harmless statement
4. Non-Collusive Bidding Statement