Allegany County Land Bank

Asbestos Abatement: 178 E. State Street, Wellsville, New York

Bid/Proposal Specifications

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ALLEGANY COUNTY LAND BANK
6087 RT 19N, Suite 300
Belmont, N.Y. 14813
Telephone: 585-268-7472; ext. 7

NOTICE TO BIDDERS

Allegany County Land Bank will receive bids until 10:00 a.m., Tuesday November 12th, 2019 for the following project:

Asbestos Abatement: 178 E. State Street, Wellsville, New York

Specifications are available by contacting the Land Bank by calling 585-268-7472 ext 7. Or by email at alleganycountylandbank@gmail.com

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

_____
Brian Loucks
Allegany County Land Bank Board of Directors, Chairman

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:
    Asbestos Abatement: 178 E. State St. Wellsville

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

3. Hold Harmless Agreement shall accompany each bid.

4. 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.

5. Bids received after the specified time will NOT be considered, and will be returned unopened.

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

7. All Proposals shall remain valid for 45 days after bid opening, unless hereinafter modified.

8. 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.

II. Project Description-

A. Asbestos Abatement**:**

- 178 E. State Street, Wellsville, NY

1. Allegany County Land Bank is seeking bid proposals from experienced, qualified, and NY State Certified Asbestos contractors to remove asbestos containing materials from a Land Bank owned structure at the above listed addresses.

2. 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.

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

B. Scope of Work:

1. All work must be completed by Tuesday, December 31st, 2019.

2. Contractor will remove the entire porch of the structure, properly handling and discarding the asbestos containing materials as determined by the asbestos survey and subsequent PLM and TEM bulk asbestos analysis report via NYKOH ELAP Method 198.1, 198.4, and 198.6; sample date 9/16/2019, as reported by Paradigm Environmental Services, Inc. 179 Lake Lane, Rochester, NY, 14608.

A copy of the report shall accompany this bid request.

3. All debris shall be completely removed and delivered to a New York State disposal facility permitted to accept such material, including asbestos disposal. The Allegany County Landfill is closed. Therefore, and alternate disposal facility must be located.

4. The successful bidder will be responsible for all traffic control, if necessary. The successful bidder will be responsible for any and all damage to adjacent structures, or property.

5. The Allegany County Land Bank will pay the successful bidder the full bid price, in one lump sum after project completion and upon being deemed substantially complete by the Land Bank Board of Directors. Payment shall be made according to the Land Bank's established Procurement Policy.

6. The successful bidder is responsible for obtaining all necessary permits, licenses, approvals etc., for carrying out the scope of work described herein including all utilities (private or public).

7. Bids prices shall be all inclusive (i.e. labor, materials, disposal, transportation, all permits, etc.).

8. The Contractor shall comply with all OSHA regulations, all State and Federal regulations and shall be responsible for the safety and well-being of their employees. Personal Protective Equipment and proper ventilation shall be supplied, along with any other appropriate health and personal protective safety equipment.

C. Special Conditions:

1. Bidders must be a New York State Licensed Asbestos Contractor and all subcontractors used during the actual demolition must be appropriately certified. **License must be submitted with the bid proposal.**

2. 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.
3. 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 activities.

D. 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 Enterprise Community Partners 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, Local Initiatives Support Corporation, 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 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.

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:_____

IV. Bid Proposal Form-

Allegany County Land Bank Bid Proposal Form
For Asbestos Abatement
November 12th 2019, 10:00 a.m.

Location	**Bid Price**	**Days to Complete**
19 Maple Street, Andover	$_____	_____

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_____2019.

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

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 _____, 2019.

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, Local Initiatives Support Corporation, and Fourth Sector Services named as additional insured.
3. Hold Harmless statement
4. Non-Collusive Bidding Statement

PARADIGM
ENVIRONMENTAL SERVICES, INC.
179 Lake Avenue, Rochester, NY 14608 Office: (585) 647-2530 Fax: (585) 647-3311

PLM & TEM BULK ASBESTOS ANALYSIS REPORT
via NYSDOH ELAP Method 198.1,198.4 and 198.6

Client: O'Mac Mountain
Location: 178 East State Street, Wellsville, New York
Sample Date: 9/16/2019

Job No: 10874-19

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	NOB	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	Non-Fibrous Matrix Material %
01	81587	Living Room Ceiling	Gray Fibrous Plaster	None Detected	0%		Not Required	N/A	Animal Hair 20%	80%
02	81588	Living Room Wall	White Plaster	None Detected	0%		Not Required	N/A	None Detected	100%
03	81589	Kitchen Wall	Brown Plaster	Inconclusive No Asbestos Detected	0%	#	None Detected	<1.0%	None Detected	100%
04	81590	Front Porch Window	Gray Caulk	None Detected	0%		Not Required	N/A	None Detected	100%
05	81591	Front Porch Roofing	Black Roof Shingle	Chrysotile 2.5%	2.5%	√	Not Required	N/A	None Detected	97.5%
06	81592	Kitchen Ceiling	Brown Plaster	None Detected	0%		Not Required	N/A	Animal Hair 5%	95%
07	81593	Upstairs Bedroom Wall	White Plaster	None Detected	0%		Not Required	N/A	None Detected	100%
08	81594	Upstairs Bedroom Ceiling	White Plaster	None Detected	0%		Not Required	N/A	None Detected	100%

KEY TO NOB COLUMN SYMBOLS
No Symbol in the NOB column denotes sample analyzed by ELAP Method 198.1 (PLM).
√ NOB (non-friable organically bound)denotes material analyzed by ELAP Method 198.6 (PLM) and 198.4 (TEM) as noted.
Ŷ denotes material analyzed by ELAP Method 198.6 (PLM) per NYSDOH. This Method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
# denotes friable material analyzed by ELAP Method 198.6 (PLM) and 198.4 (TEM) as noted.
X denotes sample prepped only by ELAP Method 198.6.
** Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

PLM Bulk Asbestos Analysis by New York State Department of Health, ELAP Method 198.1 ,198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.")or EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200530-0).

NVLAP TESTING

ELAP ID No.: 10958

Lab Code 200530-0 for PLM Analysis
PLM Date Analyzed: 9/20/2019
Microscope: Olympus BH-2 #232953
Analyst: T. Bush

TEM Date Analyzed: 9/24/2019
TEM Analyst: M. Lochner

Laboratory Results Approved By: Mary Dohr
Asbestos Operations Manager or Designee

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