

# Resolution 22-13

## Finger Lakes Regional Land Bank Corporation Board of Directors

*Moved by Frank Sinicropi, David Wood*

### RESOLUTION TO ISSUE RFP FOR DEMOLITION OF FIVE PROPERTIES OWNED AND CONTROLLED BY THE FINGER LAKES REGIONAL LAND BANK

**WHEREAS**, the Bylaws of the Finger Lakes Regional Land Bank Corporation (hereinafter referred to as "the Corporation") duly adopted on January 26, 2016 requires the Corporation Directors grant approval for any officer, agent, or agents, employees or employees, in the name of and on behalf of the Corporation to enter into any contract or execute and deliver any instrument and such authority may be general or defined to specific instances; but, unless so authorized by the Board of Directors, or expressly authorized by the bylaws, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily in any amount for any purpose.; and

**WHEREAS**, the all five properties have been previously condemned by Seneca County Code Enforcement; and

**WHEREAS**, these five properties are located 8388 Knight Street, Town of Covert; 2271 East Seneca Street, Town of Lodi; 1372 Prospect Street, Town of Romulus; 2261 East Seneca Street, Town of Lodi; 2125 West Seneca Street, Town of Ovid and,

**WHEREAS**, the Land Bank was awarded a grant from NYS Attorney General's Community Revitalization Initiative for 2019 through March of 2022 which is administered by Enterprise Community Partners Inc. which will fund these demolitions; and

**NOW, THEREFORE, BE IT RESOLVED** by the Corporation that CEO request bids for demolitions at the above listed properties.

I, Amanda Forney, Secretary of the Finger Lakes Regional Land Bank Corporation, a corporation organized and existing under the laws of the State of New York (the "Corporation"), do hereby certify that the above is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held and convened on January 24<sup>th</sup>, 2022, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded, or revoked, and is at present in full force and effect.

IN WITNESS THEREOF, the undersigned has affixed their signature this 24 day of January, 2022. The Corporation has no corporate seal.

x   
Amanda Forney, Secretary

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	Yes	Nay	Abstain	Absent
Kyle Barnhart	[ ]	[ ]	[ ]	[X]
Ernie Brownell	[X]	[ ]	[ ]	[ ]
Jill Henry	[X]	[ ]	[ ]	[ ]
Les Marquart	[X]	[ ]	[ ]	[ ]
Don Northrup	[X]	[ ]	[ ]	[ ]
Frank Sinicropi	[X]	[ ]	[ ]	[ ]
David Wood	[X]	[ ]	[ ]	[ ]

# **BID & PROPOSAL**

FOR

DEMOLITION

OF

**2261 East Seneca Street, Lodi, NY**

**2271 East Seneca Street, Lodi, NY**

**8388 Knight Street, Interlaken, NY**

**1372 Prospect Street, Ovid, NY**

**2125 West Seneca Street, Ovid, NY**

These structures are slated for demolition and have been determined to be structurally unsound in accordance with 12 NYCRR Part 56-5.1(b). As such, the requirements of 12 NYCRR Part 56-11.5 shall apply and the project shall be bid accordingly.

**BID DUE 02/09/2022 at 3:00 PM**

### Scope of Work:

In response to this bid solicitation, please bid a price that covers the demolition of the addresses listed herein, for all labor, materials, equipment, supplies, and incidentals necessary and required to complete the work of outlined below.

- **Demolition projects must be undertaken consecutively or concurrently with one another.**
- **Demolition projects must be completed before the end of March 31<sup>st</sup>, 2022.**
- The Contractor will provide the Land Bank with at least forty-eight (48) hours' notice prior to the commencing the work at each property.
- 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.
- 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 Stormwater regulations.
- The Contractor will contact Dig Safely NY at least forty-eight (48) hours prior to beginning any excavation at the Property.
- The Contractor will confirm that all utilities are disconnected before commencing any Work. Disconnections were ordered through NYSEG on 1/14/2021 and each property was issued job numbers.
- The Contractor will demolish all buildings, structures, and driveways on, in, or upon the Property.
- The Contractor will provide the Land Bank **with all bills of lading and dump tickets, for all hazardous and non-hazardous waste.**
- The Contractor will completely remove all the construction materials and any contents of the 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, or recycling locations, as necessary.
- The Contractor will fill the foundation pit and appropriate materials. The foundation pit shall not be filled with debris. **Any proposed fill must be approved in advance by the Land Bank's Engineer.** Fill cannot include organic materials that will decompose and settle. Fill cannot include construction debris other than concrete or stone.
- **Foundation walls must be removed to three feet below grade.** The Contractor must ensure that basement floors are broken up to allow for drainage.
- **The Contractor must contact the Land Bank's Engineer for inspection before filling the foundation pit.**

- The remaining foundation pit shall be filled with material not larger than 12 cubic inches up to two feet below grade. Clean fill dirt shall be placed above and any rocks contained can be no longer than four cubic inches.
- The Contractor will finish grading 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 sufficient topsoil and will ensure that the property is free from rocks and other items that would prevent grass growth. The Contractor must ensure that there is a minimum of 4" of clean, screened 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.
- The Contractor must contact the Land Bank for inspection before proceeding with hydroseeding.
- The Contractor will apply hydroseeding in a mix appropriate for local condition that would grow grass and prevent erosion. Hydroseeding shall be applied at a minimum rate of 5 pounds per 100 square feet. The driveway must be removed of all blacktop and gravel to support grass growth.
- Grading/seeding must be completed within 30 days of pulling the demolition permit unless impossible due to inclement weather.
- The Contractor will exercise caution so as to not damage any pedestrian sidewalk if present. If a sidewalk is damaged, the Contractor must repair or replace the damaged portion in a timely manner and prior to the Completion Date. The Contractor will provide before and after time/date stamped photos of sidewalk and property.
- The Contractor must contact the Land Bank's Engineer for a Final Inspection.

**Bid:**

The Finger Lakes Regional Land Bank Corporation is seeking bids for the demolition of the following properties. The Contractor should submit a price for each property and the number of days you anticipate air monitoring will be required on each site (you can bid ½ day increments if they will be on both sites in one day, but otherwise round up to full days).

Address	Demolition Price Bid	# of Days needed for air monitoring
2261 East Seneca Street, Lodi, NY		
2271 East Seneca Street, Lodi, NY		
8388 Knight Street, Interlaken, NY		
1372 Prospect Street, Ovid, NY		
2125 West Seneca Street, Ovid, NY		
SUM TOTALS:		

\_\_\_\_\_  
*Contractor Business Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Authorized Representative with Title (Print)*

\_\_\_\_\_  
*Representative's Signature*

\_\_\_\_\_  
*Date*

**Notes on Pricing:**

Bidders are required to satisfy themselves, by personal examination of the site, as to work involved and of the difficulties likely to be encountered in the performance of work under this Bid. No pleas of ignorance of conditions that exist, or that may hereafter exist, or the of any conditions of difficulties that may be encountered in the execution of the work under this bid as a result of failure to make the necessary examination and investigation, will be accepted as an excuse for any failure to or omission on the part of the bidder to fulfill in every respect all the requirements, specifications, etc., nor will same be accepted as a basis for any claim of extra compensation.

**Utilities:**

The Land Bank has already arranged for electric, gas, and water to be shut off at each site. NYSEG Job Numbers are available.

**DOL Notification:**

The Land Bank is exempt from the DOL Asbestos Project Notification Fee (the Notification must still be filed by the contractor, but the fee will not be charged)

**Air Monitoring:**

The Land Bank hires an independent air monitor and is charged a daily rate for this service, which assumes a 9-hour day. Overtime is only acceptable if an extra hour or two will save us the cost of an added day of air monitoring the next day. The demolition contractor selected must coordinate their work schedule with this monitor.

- Our demolition contract will include a clause requiring the demolition contractor to absorb the cost of "extra" air monitoring if the job exceeds the # of days quoted above.
- We will take the estimated # of days into account when selecting a contractor and the job will be awarded to the contractor whose combined demo cost and # of air monitoring days will result in the lowest total cost for the Land Bank.

**Scheduling:**

Demolitions are to occur prior to March 31<sup>st</sup>, 2022. Each demolition shall be undertaken concurrently or on consecutive business days.

**Requirements for Bidding:**

The successful bidder will be required to keep the entire work of the Contract at all times under their control. This bid and proposal are not assignable or conveyable in any fashion and may not be pledged or encumbered without the express written permission of the Finger Lakes Regional Land Bank Corporation. Other requirements for bidding are included elsewhere in these specifications. Please also attach a copy of your asbestos abatement license.

**Insurance:**

The Contractor shall 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 ("CGL") coverage with limits of liability not less than One Million Dollars (1,000,000) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate. If CGL coverage contains a General Aggregate Limit, such General Aggregate Limit shall apply separately to each property. CGL coverage shall be written on ISO occurrence form GC 00 01 (1093) or a substitute form providing equivalent coverage. Products/Completed Operations aggregate not less than Two Million Dollars (\$2,000,000). Deductible shall not exceed Ten Thousand Dollars for the General Liability (\$10,000)
- b. Commercial Liability Umbrella coverage with limits of liability not less than Two Million Dollars (\$2,000,000).
- c. Comprehensive Automobile Liability Coverage with limits of not less than One Million Dollars (\$1,000,000) per accident.
- d. Workers' Compensation and Employers' Liability in form and amounts required by law.

The Finger Lakes Regional Land Bank Corporation and Enterprise Community Partners Inc. shall be named as an additional insured on the policies required by subparagraphs (a) above. The Contractor shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement for setting forth the required coverage hereunder prior to entering the Property or commencing any Work, and such policies shall contain an endorsement (1) requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank, and (2) waiving subrogation. All insurance required by this Contract 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 subcontractors. Subcontractors are required to have an unmodified Commercial Liability policy without limitation with respect to Employers Liability and injury to independent contractors. The Contractor shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The Contractor 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 Contractor entering the Property or commencing any Work. In addition to providing an insurance certificate naming the Finger Lakes Regional Land Bank as an additional insured, the Contractor shall provide an Accord 855 form showing that NY Labor Law is not excluded from coverage.



**Further Contractor Requirements:**

Minimum Standards for Demolition, Rehabilitation, or New Construction Contractors

All general contractors hired with Grant funding must meet the following minimum criteria:

- Demonstrated prior experience in the rehabilitation or construction of housing in accordance with applicable codes, standards, rules, and regulations, including references from at least three relevant construction or rehabilitation projects within the past five years.
- Use of responsible and licensed subcontractors
- Satisfactory bank reference
- Evidence of insurance in accordance with the requirements set forth below
- Appropriate certifications by general contractor or sub-contractor for all lead-based paint and asbestos activities
- Transparent and effective system for tracking costs and lien releases
- Acceptable ratings as provided by Dun & Bradstreet credit check, if applicable and if DUNS number is available

General Contractors and sub-contractors may not participate if they have a recent history of the following:

- Local, State, or Federal tax arrears
- Labor violations
- Arson, fraud, bribery, or grand larceny conviction or pending case
- A record of substantial building code violations or litigations on property controlled by the contractor or by any entity or individual that comprises the contracting entity
- Formal debarment or suspension from entering into contracts with any governmental agency or other notification or ineligibility for or prohibition against bidding or proposing on government contracts
- Denial of a contract based on any obligation to, or unsatisfied judgment or lien held by, a governmental agency

**Additional Terms and Conditions:**

If, for any reason, Contractor cannot complete the work after submitting the accepted bid, said contractor may, at Finger Lakes Regional Land Bank's discretion, be removed, either temporarily or permanently, from participation with Finger Lakes Regional Land Bank Corporation.

Finger Lakes Regional Land Bank Corporation expressly reserves the right at any time herein, to change the requirements or specifications of this bid and the demolition, requested thereunder. Finger Lakes Regional Land Bank Corporation further reserves the right to reject all bids hereunder and re-bid the job or, at its sole discretion, to not award the job to any bidder following receipt of any and all bids hereunder. Finger Lakes Regional Land Bank Corporation shall not be bound to award the demolitions herein, regardless of bids received.

**Payment:**

The Contractor will be paid separately for each address within 30 days after all final reports, before and after photos, and applicable paperwork is received by the Finger Lakes Regional Land Bank Corporation. If weather prevents the completion of the grading and seeding, a 5% hold back will be held until weather permits completion.

**NYS Land Bank Program Grant Performance Obligations:** Contractor must agree to perform the work in accordance with the NYS Land Bank Program Terms and Conditions Grant Agreement as set forth below:

**Equal Opportunity**

The Contractor represents that, in conducting the activities described in this Agreement, the Contractor shall not and will not discriminate in its activities and operations on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law. The Contractor also agrees that it will act with the highest professional standards.

**Sanctions**

Contractor agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. None of the Contractor, any of its parent entities or subsidiaries or, to the knowledge of the Contractor, any director, officer, agent, employee or affiliate of the Contractor or any of its parent entities or subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (or any successor thereto) ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), and the Contractor will not directly or indirectly use the Grant Proceeds, or lend, contribute or otherwise make available such proceeds to any parent entity, subsidiary, affiliate, joint venture partner or other person or entity (i) to fund any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. By signing this Agreement, Contractor represents that neither the Contractor nor any principal of Contractor, nor any person or entity owning a direct or indirect interest in or having a direct control over Contractor, is a person or entity that is named as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets control at its official website: <http://www.treas.gov/ofac/t11sdn.pdf>.

Contractor represents and warrants to Enterprise that, in connection with the use of the Grant, and generally in its dealings with Enterprise, Contractor shall not directly or indirectly deal with a person, entity or any other party (including official or de facto authorities) that are:

- (a) located, domiciled, resident, incorporated or operating in a country/region subject from time to time to any sanctions and/or trade embargoes administrated by any Sanctioning Authority, as well as any other country designated by a Sanctioning Authority or notified by Enterprise as a "Sanctioned Country"; or
- (b) subject to any sanctions lists administrated by authority responsible for the administration of sanctions and embargoes in the United Nations, the European Union, Switzerland, United States (Office of Foreign Assets Control of the US Department of Treasury) and in any other applicable country notified from time to time by Grantor (each a "Sanctioning Authority"); or
- (c) owned or controlled by a person, entity or any other party as defined in (a) or (b) above, (collectively, "Restricted Parties") and that neither it nor its directors, officers, agents or employees are Restricted Parties.

#### **Nondiscrimination; Compliance with Fair Housing Act and Equal Credit Opportunity Act**

Contractor shall not discriminate in its activities and operations in connection with this Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Contractor expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.*, or any regulation promulgated thereto.

Contractor shall require any Subrecipient, Subcontractor, sub-Subrecipient, Sub-Subcontractor or Property Owner receiving Grant Proceeds to comply with the obligations set forth in this section, including by providing their express agreement not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.*, or any regulation promulgated thereto.

#### **Compliance with Law and Prohibited Uses**

Contractor shall comply with all federal, state, and local laws and regulations related to its performance or fulfilment of any acts, duties or obligations referred to under this Agreement or otherwise generally applicable to Contractor and its organization and activities.

#### **Anti-Corruption/Bribery**

Contractor represents and warrants that it is familiar with and is in compliance with the Foreign Corrupt Practices Act of 1977 (FCPA) (15 U.S.C. § 78dd-1, *et seq.*) (as amended) and shall not engage in any form of bribery, collusive practice or any other form of corruption, nor will it extort, solicit, receive, offer, promise or give any undue financial or other advantage, directly or indirectly, in connection with any of its dealings with Enterprise. Furthermore, Contractor nor any person acting on its behalf shall authorize

the giving of, offer, or give anything of value to any official or employee of the government or any state-owned entity, any agent or representative of the foregoing, or any other person (including any Enterprise employee, contractor or agent) to improperly obtain, retain, or direct business or any improper advantage for or to any person.

#### **Lobbying and Political Activity**

Contractor shall not use any funds disbursed to it under this Agreement for any political campaign or to influence the outcome of any election, to carry on propaganda, to lobby or otherwise attempt to influence legislation or the outcome of any specific public election, to carry on directly or indirectly, any voter registrations drive or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder.

#### **Construction Rider**

In the event Grant Proceeds are expended to fund the acquisition, rehabilitation, improvement, or demolition of real property, Contractor shall comply with the terms and conditions set forth under the Land Acquisition and Construction Rider hereto.

#### **LAND ACQUISITION AND CONSTRUCTION RIDER**

B. The Contractor represents, warrants and covenants that any construction, demolition or rehabilitation of real property performed in connection with this Agreement shall be in compliance with all applicable laws, rules, restrictions, orders and regulations, including but not limited to, environmental laws and regulations and locally accepted construction practices. In addition, The Contractor will make its best effort to meet Enterprise Green Communities criteria:

<http://www.enterprisecommunity.org/solutions-and-innovation/green-communities/criteria>

#### **Submission:**

Bids must be submitted by 3:00 PM, Wednesday, February 9<sup>th</sup>. Bids must be submitted in person or by mail to Finger Lakes Regional Land Bank Corporation, 1 DiPronio Drive, Waterloo, New York, 13165 on or before the above time and date in a sealed envelope addressed to: Joe McGrath.

Bids not received on or before this date will be rejected. The bids will be opened at the office of the Finger Lakes Regional Land Bank Corporation on February 9<sup>th</sup> at 4:00 PM.

**NON-COLLUSION BIDDING CERTIFICATE**

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

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

**NAME OF FIRM**

\_\_\_\_\_

**MAILING ADDRESS**

\_\_\_\_\_

**CITY/STATE/ZIP**

\_\_\_\_\_

**TELEPHONE**

\_\_\_\_\_

**BY**

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Printed Name of Representative

**DATE**

\_\_\_\_\_

