

Resolution 22-14

Finger Lakes Regional Land Bank Corporation Board of Directors

RESOLUTION TO ACCEPT BID AND AWARD 2022 DEMOLITION PROJECTS

Moved: Frank Sinicropi, Ernie Brownell

WHEREAS, a request for proposals (RFP) for Demolition Services was issued by the Finger Lakes Regional Land Bank Corporation (Land Bank) and distributed on or about January 25th, 2022 and responses were submitted no later than February 9th, 2022 at 3:00 PM; and

WHEREAS, the Land Bank Board of Directors designated 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 for demolition and authorized the solicitation of bids in Resolution 22-13; and

WHEREAS, the Land Bank received six bids of which five were found to be qualified for the five residential demolitions; and

WHEREAS, Sessler Environmental Services, LLC, of Macedon, NY submitted a proposal for services that was received by the FLRLBC on February 9th; and

WHEREAS, the FLRLBC purchasing policy requires Board of Directors' approval for any goods and services procured above \$20,000; and

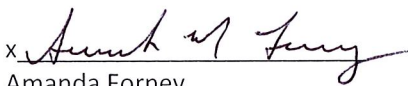
WHEREAS, Sessler Environmental Services, LLC submitted the low bid of \$88,300 for the services of five residential demolitions; and

NOW THEREFORE IT BE RESOLVED, by the Finger Lakes Regional Land Bank Corporation that:

- 1) The bid of \$88,300 for demolition submitted by Sessler Environmental Services, LLC for the benefit of the Land Bank is awarded; and
- 2) Funds for this work shall be spent from the grant awarded by Enterprise Community Partners, Inc.
- 3) The CEO/President shall have the authority to execute the approved contract; and
- 4) This Resolution shall take effect immediately.

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 March 1st, 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 on this 1 day of March, 2022. The Corporation has no corporate seal.

x 
Amanda Forney
Corporation Secretary

Resolution 22-14

Finger Lakes Regional Land Bank Corporation Board of Directors

RESOLUTION TO ACCEPT BID AND AWARD 2022 DEMOLITION PROJECTS

	Yes	Nay	Abstain	Absent
Frank Sinicropi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ernie Brownell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jill Henry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Les Marquart	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Don Northrup	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kyle Barnhart	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Wood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Decommissioning Services ● Remediation Services ● Facility Services ● Disaster Relief

CONTRACT

This agreement is made this 10th day of February, 2022 by and between Sessler Environmental Services, LLC (CONTRACTOR) and Finger Lakes Regional Land Bank Corp. (OWNER) to perform the work identified in Attachment A under the terms of this agreement.

PROJECT: Finger Lakes Regional Land Bank Corporation Demolition

OWNER: Finger Lakes Regional Land Bank Corp.
1 DiPronio Drive
Waterloo, NY 13165

CONTRACTOR: Sessler Environmental Services, LLC.
1330 Research Forrest
Macedon, NY 14502

ARTICLE 1 – CONTRACT PROCESS & PAYMENT:

The Owner agrees to pay Contractor for satisfactory performance of Contractor’s Work the sum of Eighty Eight Thousand Three Hundred, (\$88,300.00) Dollars. (Individual property demolition price outlined in Attachment B.)

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

ARTICLE 2 – CONTRACTOR’S WORK:

The Contractor’s Work (the “Contractor’s Work” or “Work”) is defined as all work necessary or incidental to complete the Scope of Work outlined in the Finger Lakes Regional Land Bank Bid and Proposal (the “RFP”) and affixed to this agreement as Attachment A. The individual requirements of Attachment A are hereby integrated into this Contract as binding terms.

Contractor agrees to commence Work herein described upon notification by Owner, and to perform and complete such Work in accordance with this contract and the RFP.

ARTICLE 3 – SCHEDULE OF WORK:

Contractor agrees to complete work before 5:00pm on March 31, 2022. Each demolition shall be undertaken concurrently or on consecutive business days.

Contractor shall provide Owner with any requested scheduling information of Contractor’s Work. The schedule of work, shall be prepared by Contractor and may be revised as the Work progresses. Contractor shall coordinate its work with all other contractors, subcontractors and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

ARTICLE 4- AIR MONITORING:

The Owner will hire an independent air monitor. The Contractor must coordinate it’s work schedule with this monitor.

The Contractor agrees that seven days of air monitoring is necessary to complete the Contractor’s Work (see Attachment B). Each day is nine hours of air monitoring. The Owner agrees to pay the air monitor for seven days for nine hours a day. The Contractor shall pay the cost of any additional days which are required to complete the Work. Overtime air monitoring is time over nine hours per day. If the Contractor thinks overtime is necessary, it shall notify the Owner and receive

the Owner's permission prior to the overtime taking place. Overtime will only be acceptable if the cost of the overtime means the overall cost of air monitoring for the project will be less than the cost of seven days of monitoring.

ARTICLE 5 – CHANGES:

Owner, without nullifying this Agreement, may direct Contractor in writing to make changes to Contractor's Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a Contract Change Order.

Contractor warrants that it has either inspected the site where Contractor's Work is to take place, or intentionally did not inspect the site, prior to entering into this agreement and that Contractor is fully aware as to work involved in the Contractor's Work and of the difficulties likely to be encountered in the performance of said work. No pleas of ignorance of conditions that exist, or that may hereafter exist, or of any conditions of difficulties that may be encountered in the execution of the Work, 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.

ARTICLE 6 – INSURANCE:

During the performance of the Contractor's Work, the Contractor shall maintain at its own cost:

1. Worker's compensation and employer's liability insurance in form and amounts required by law.
2. Commercial general liability insurance 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), and automobile liability insurance.
3. Commercial Liability Umbrella coverage with limits of liability not less than Two Million Dollars (\$2,000,000).
4. Comprehensive Automobile Liability Coverage with limits of not less than One Million Dollars (\$1,000,000) per accident.
5. Owner, and Enterprise Community Partners Inc. will be named as an additional insured on the general (paragraph 2) and automobile (paragraph 4) liability policies per blanket endorsements to the extent of the Contractor's liability under this Agreement.

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 in the County where the work will be performed.

ARTICLE 7 – INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, Enterprise Community Partners, Inc. Architect, Architects consultants and Contractor from all damages, losses, or expenses, including applicable attorney's fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property; not including property damage intentionally done through the Work itself. This indemnification shall extend to claims resulting from performance of this contract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act, intentional conduct or omission of Contractor or any of its agents, employees, or subcontractors. The obligation of Contractor under this Article shall not extend to claims or losses that are primarily caused by the Architect or Architect's consultant's performance or failure to perform professional responsibilities.

ARTICLE 8 – WARRANTY:

Contractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner or Contractor for a period of one (1) year from the date of Substantial Completion of the Project or per Contract Documents, whichever is longer.

Contractor warrants that, in accordance with the terms of the RFP:

1. It has 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.
2. Will use licensed subcontractors
3. Appropriate certifications by general contractor or sub-contractor for all lead-based paint and asbestos activities

4. Transparent and effective system for tracking costs and lien releases
5. Acceptable ratings as provided by Dun & Bradstreet credit check, if applicable and if DUNS number is available
6. No recent history of
 - a. Local, State, or Federal tax arrears,
 - b. Labor violations,
 - c. Arson, fraud, bribery, or grand larceny conviction or pending case,
 - d. 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
 - e. 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
 - f. Denial of a contract based on any obligation to, or unsatisfied judgment or lien held by, a governmental agency

ARTICLE 9 – SAFETY PRECAUTIONS & PROCEDURES:

The Contractor shall take reasonable safety precautions with respect to performance of the contract, shall comply with safety measures initiated by applicable laws, ordinances, rules, regulations and order of public authorities for the safety of persons or property in accordance with the requirements of the Contract.

The Contractor shall give all required notices and comply with all applicable rules, regulations, orders and other lawful requirements established to prevent injury, loss or damage to persons or property.

ARTICLE 10 - DOL Notification:

Contractor must file a DOL Asbestos Project Notification, however no fee will be charged due to the Owner's exemption status.

ARTICLE 11 – ASSIGNMENT:

This Contract is 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.

ARTICLE 12 – NYS LAND BANK PROGRAM GRANT PERFORMANCE OBLIGATIONS:

Contractor agrees to perform work in accordance with NYS Land Bank Program Terms and Conditions Grant Agreement as set forth in Attachment C.

ARTICLE 13 – WITHDRAWAL BREACH OF THIS AGREEMENT:

If the Contractor breaches this agreement, it shall be responsible for any monetary losses of

the Owner caused by the breach and any attorney's fees and expenses necessary for recovering said losses.

Owner may withdraw from this Contract without penalty up to the day Contractor's Work begins. If Owner withdraws from the Contract while work is ongoing, it will be liable to the Contractor for payment for work performed at the time of withdrawal. To determine amount owed at withdrawal, the Owner will pay per property the amount in Attachment B assigned to the property if the work has been completed on that property. If the Work on the property has not been entirely finished at the time of withdrawal, the Owner will prorate the amount based on percentage of work completed. Contractor shall not recover any other damages, expenses or attorney's fees if Owner withdraws from the agreement.

OWNER:

Finger Lakes Regional Land Bank Corp.
(Firm)

BY: _____


Name: _____

Title: _____

Date _____

CONTRACTOR:

Sessler Environmental Services, LLC.
(Firm)

BY:  _____

Name: Brian Sessler _____

Title: President _____

Date 02 21 2022 _____

ATTACHMENTS:

Attachment A: Scope of Work

Attachment B: Demolition price

Attachment C: NYS Land Bank Program Terms and Conditions Grant Agreement

Attachment A

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 31st, 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.

Attachment B

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	\$8,500.00	1
2271 East Seneca Street, Lodi, NY	\$8,500.00	1
8388 Knight Street, Interlaken, NY	\$31,900.00	2
1372 Prospect Street, Ovid, NY	\$12,500.00	1
2125 West Seneca Street, Ovid, NY	\$26,900.00	2
SUM TOTALS:	\$88,300.00	7

Sessler Environmental Services, LLC.

Contractor Business Name

1330 Research Forest, Macedon, NY 14502

Address

585-617-5710

Phone

Brian Sessler, President

Authorized Representative with Title (Print)



Representative's Signature

02/09/2022

Date

Attachment C

Equal Opportunity

The Contractor represents that, in conducting the activities described in this Contract, 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 Contract, 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 Owner that, in connection with the use of the Grant, and generally in its dealings with the Owner, 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 administered 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 administered 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 Contractor 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 Owner. 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 Owner 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 Contract 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>

