

September 12, 2024

To: Prospective Bidder

The Broome County Land Bank is soliciting quotations for one-time internal demolition, removal, and disposal of all internal debris and materials for the following property: 14 McNamara Avenue, Binghamton, NY 13903.

A single-family residence on Binghamton's Southside, this property contains approximately 1,463 sq ft of living space, and the removal of materials will encompass all levels of the home, including the basement, first floor, second floor, and attic.

The residence was acquired by the Broome County Land Bank Corporation (BCLBC) following tax foreclosure by Broome County Government and is slated for a full rehabilitation by the BCLBC. To further this renovation project, and due to the extensive internal fire damage at the residence, the BCLBC is soliciting quotes for full internal demolition of the residence before issuing a bid package for rehabilitation.

## **1.0 REQUIRED SCOPE OF SERVICES**

### **1.1 One-Time Internal Demolition, Removal, and Disposal of Debris and Materials**

One-time internal demolition, removal, and disposal of all materials from the interior of the residence.

The contract will outline the specific tasks and items that must be removed and disposed of from all levels of the residence. This includes, but is not limited to, the following:

- Removal of all wall materials down to interior and exterior 2x stud framing.
- Removal of all ceiling materials including furring, ceiling tiles, lath, plaster and other ceiling substrates down to the floor/ roof framing
- Remove all batt and/or spray foam insulation
- Remove all interior doors, frames, hardware and trim
- Remove all interior window, trim and baseboard trim
- Removal of all cabinets, counters, fixtures, hardware and trim
- Remove all flooring materials, including: hardwood flooring, carpet, padding, tack strips, staples, top layer of flooring materials (VCT, linoleum and tiles)
- Remove all bathroom fixtures, wall and floor tile, hardware and misc. items. Cap plumbing as required.
- Items to remain in place: Interior and exterior 2x wall framing, floor/ roof framing, subflooring, structural supports, stairs, railings, exterior windows, exterior doors, plumbing, HVAC, electrical wiring, outlets, switches

Davis Bacon Prevailing Wage is **not** applicable to this contract.

Pursuant to the Broome County Charter & Code, refuse generated from within Broome County is required to be disposed of at the Broome County Landfill.

This project may require a demolition permit from the appropriate City of Binghamton office to be obtained at the contractor's expense.

Additionally, photos of the properties may be found on Exhibit A.

## **2.0 INSURANCE REQUIREMENTS**

*\*Please see attached insurance requirements. Insurance Certificates are required to be submitted at the time of award.*

## **3.0 SCHEDULING AND COMPLETION**

It is anticipated that a contract will be awarded by October 22, 2024 to the lowest responsible bidder(s). This is a one-time contract. The work is expected to be completed within 45 days of the award. The Land Bank reserves the right to reject any and all responses received.

## **4.0 QUOTE SUBMISSION**

Bidders may conduct a site visit to the property prior to preparing a quotation in order to ensure that responsible quotations are submitted. Bidders must contact the staff of the Broome County Land Bank to schedule an appointment.

Please provide a not-to-exceed quote for item 1.1 One-Time Internal Demolition, Removal, and Disposal of Debris and Materials for the property in question.

Interested parties should submit their itemized list of a not-to-exceed quote to Robert O'Donnell by 4:00 PM on October 8, 2024 by mail, hand delivery, or email as follows:

**Email:** [LandBank@BroomeCountyNY.gov](mailto:LandBank@BroomeCountyNY.gov)

### **By Mail or Hand Delivery**

Robert O'Donnell, Assistant Director  
Broome County Land Bank Corporation  
60 Hawley Street, 5<sup>th</sup> Floor  
P.O. Box 1766  
Binghamton, New York 13902-1766

Please do not hesitate to call me at (607) 778-6001 with any questions.

Sincerely,

Jessica Haas  
Executive Director

**EXHIBIT A – Photos**









# Risk Management & Insurance Specifications

<b>Project Description or Contract Number</b>	One-Time Internal Demolition, Removal, and Disposal of Debris and Materials.
<b>Date Issued</b>	September 12, 2024
<b>Vendor name (“Contractor”)</b>	TBD
<b>County Department</b>	Broome County Land Bank

**Please read these specifications very carefully.** These specifications are part of your Agreement with the Broome County Land Bank Corporation (BCLB). It is advisable that you forward a copy of these specifications to your insurance agent. BCLB waiver of any requirement(s) set forth herein shall not constitute a waiver of any other Agreement provision.

## **Part I. General Provisions**

1. The Contractor shall procure and maintain during the term of this Agreement, at the Contractor’s expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by BCLB, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be “occurrence basis”.
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the BCLB. See section II for specific requirements regarding insurance proof.
7. The BCLB reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated “A–:VII” or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of Agreement, whereupon BCLB may exercise any rights it has in law or equity, including but not limited to the following:
  - (a) immediate termination of the Agreement;
  - (b) withholding any / all payment(s) due under this Agreement or any other Agreement it has with the vendor (common law set-off); OR
  - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by BCLB shall be repaid upon demand, or at the BCLB’s option, may be offset against any monies due to the Contractor.

## Part II. Required Insurance – Minimum coverage types and amounts

- a. Worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed;
- b. Comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate for bodily injury and property damage; Aggregate limit must be per project.
- c. Automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage;

Certificates must list the Broome County Land Bank Corporation as additional insured with Waiver of Subrogation included. Location of the property or properties must be listed on the description of certificate.

1. The certificate face shall:
  - indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
  - provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the BCLB
  - Disclose all policy exclusions
  - Disclose the amount of self-insured retention or deductibles
  - Show Products & completed operation
2. Proof of Workers' Compensation Coverage must be provided on WCB form C-105.2 or U-26.3
3. Proof of NYS Disability Coverage must be provided on WCB form DB-120.1 OR DB-820/829OR DB-155
4. The Additional Insured & Certificate Holder should read:

Broome County Land Bank Corporation  
60 Hawley Street, 5th Floor  
Binghamton, NY 13901

Housing Trust Fund Corporation and the  
State of New York  
38-40 State Street  
Albany, NY 12207

City of Binghamton  
38 Hawley Street  
Binghamton, NY 13901



### **Part III. Defense and Indemnification**

**The following provisions concerning indemnification shall not be construed to indemnify the BCLB for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the BCLB or its employees.**

The Contractor agrees to indemnify and hold the Broome County Land Bank Corporation and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid,.

### **Part IV. Safety**

Broome County Land Bank Corporation specifically reserves the right to suspend or terminate all work under this Agreement whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, BCLB employees or member(s) of the general public on BCLB property. This reservation of rights by Broome County Land Bank Corporation in no way obligates Broome County Land Bank Corporation to inspect the safety practices of the Contractor.

If Broome County Land Bank Corporation exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County Land Bank Corporation, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County Land Bank Corporation's legal obligation to continuously provide contractor's service to the public or Broome County Land Bank Corporation's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County Land Bank Corporation shall have the right to immediately terminate this Agreement. In the event that Broome County Land Bank Corporation terminates this Agreement, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County Land Bank Corporation in re-bidding the work and /or by the increase in cost that results from using a difference vendor.