

BID B-25-2: BUILDING DEMOLITION SPECIFICATION MONTICELLO MANOR

INTRODUCTION

The Sullivan County Land Bank Corporation (SCLBC) is issuing this Bid for competent firms to conduct controlled demolition at the Monticello Manor Site located at 15 High Street in the Village of Monticello, Sullivan County, New York 12701 ("the Site"), see Site Location Map in Attachment A. Alternative site address is known as 17 Monticello Manor Drive in the Village of Monticello, Sullivan County, New York.

The Site is on a 5.6-acre parcel of land identified by Tax Map Number 107.-1-11.1. It is improved with five (5) structures along with a paved access road and parking area. Structures include one (1) main three-story structure located in the approximate center of the Site built circa 1920s which has undergone two additions, one (1) secondary three-story structure located southeast of the main structure built around 1931 (aka the Nurse's Quarters), and three (3) small storage structures that are situated to the north of the main structure. The paved access road extends north off of High Street and leads up to the main structure and further extends to the north side of the Site where there is a parking area. The remainder of the Site consists of unimproved woodlands.

SCLBC is committed to the cleanup of this property, which is centrally located in the Village and provides significant opportunity for reuse in the community. Identification and remediation of environmental issues are a key factor in preparation for reuse. The SCLBC wishes to proceed with this work as expeditiously as possible.

The Subject Property is currently owned by the SCLBC who obtained ownership on December 2, 2019, from the County, after the bankruptcy of the most recent property owner. The Site has been reportedly unoccupied since 2008, however previous use includes operation as an assisted living facility for adults and prior to that a hospital. Installed during the prior use of the Site is one (1) Underground Storage Tank (UST) and three (3) Above Ground Storage Tanks (AST), see Attachment C for tank locations. All tanks are to remain in place, and all work shall be conducted to prevent any damage to the tanks. Since the site has been unoccupied the state of the buildings and other structures have significantly deteriorated and the Site has been subject to dumping of debris and various suspect containers.

The main structure at Monticello Manor in Sullivan County, New York, was severely damaged by a fire and has deteriorated beyond the point of reconstruction. The SCLBC is set to oversee the controlled demolition of the building and removal of the remaining debris. Due to the confirmed presence of asbestos-containing materials (ACMs), this process must adhere to stringent state and local regulations to ensure environmental safety and public health. The Asbestos Report is available in the link below. The sampling resulted in confirmation of asbestos in the main building and nursing quarters.

Under New York State Industrial Code Rule 56, any asbestos abatement project must be conducted by contractors licensed and certified by the New York State Department of Labor. This includes comprehensive procedures such as air monitoring, containment, and proper disposal of ACMs to prevent the release of hazardous fibers into the environment.

Bid costs will be used to determine the extent of demolition based on available resources. The primary goal of the SCLBC with this bid is to ensure demolition of the original main building (see Attachment D). Should funds allow, it is preferred to also demolish the two additions, as shown in the work area on Figure 1 in Attachment D. As a result, SCLBC reserves the right to award some, all, or none of the items as listed in the Bid Sheet.

Historical reports associated with the Site and proposed work activities include but are not limited to:

- Phase I Environmental Site Assessment Report, prepared by Tectonic, dated 11/25/2019
- Phase II Environmental Site Assessment Report, prepared by Tectonic, dated July 2019
- Building Condition Assessment Report, prepared by Tectonic, dated 2/21/2020
- Letter from Code Enforcement Official, dated 7/5/2024
- Pre-Demolition Asbestos Assessment, prepared by LiRo Engineers, Inc., dated 4/11/2025

The above listed documents can be accessed through the following link:

<https://spaces.hightail.com/space/SPKi0fRTAQ>

SPECIFICATIONS

The Bid should consist of, to a minimum, the following information:

1. Firm Background: A brief background statement about the firm to include such items as its size, range of services, number of years in business - including number of years as a prime contractor or a sub-contractor and fiscal ability to accomplish the project. State the largest dollar amount of work your organization has done in every single year during the last five years as (1) a prime contractor and (2) as a subcontractor.
2. Experience of Firm: A list of similar demolition projects recently completed, as well as current projects in the pipeline. Project listings should include types of services performed with names and locations of projects, owners' name and address, brief description of the project and the dates of completion, costs and project duration.
3. References: A minimum of three (3) references for projects currently in progress or recently completed in the last two years, (if applicable) as well as past projects, to include name, title, address and telephone number. Clients listed should be public sector clients and involve projects like those listed herein.
4. Proposed project schedule.
5. Fee Proposal: Firms wishing to participate in this Bid are required to indicate the cost for services for the project listed herein. (See bid sheet) Please note:
 - The award shall be made to the lowest total bidder meeting specifications.
 - Equal Employment Opportunity: Firms are advised that the Sullivan County is committed to Equal Employment Opportunity. Please identify whether your firm is certified as an MWBE business.

- A Certificate of Insurance naming the Sullivan County Land Bank Corporation and the U.S. Environmental Protection Agency as an additional insured is required upon award of contract. See minimum insurance requirements below.
6. Funding for this project is partially or wholly through the U.S. Environmental Protection Agency (EPA) Brownfield Grant. The Contractor must adhere to all applicable federal requirements as identified in the Grant's Cooperative Agreement Terms and Conditions, which are attached to the Bid Specifications and shall be made a part of the Contract. These requirements include, but are not limited to:
- The Contract will be subject to those conditions of the cooperative agreement that relate to eligibility of costs and to contracts, including the administrative cost prohibition.
 - The Contract will be subject to regulations that govern contracts under cooperative agreements (such as, but not limited to, 40 CFR Part 31 requirements for accounting and record keeping, 40 CFR Part 30 requirements for financial reporting, and 40 CFR Part 35 Sub part O).
 - The Contract will be subject to general Federal requirements for contracts under cooperative agreements, including mandatory steps for contractors to follow related to areas such as the Davis-Bacon Act and utilization of Disadvantaged Business Enterprises (DBE).
 - All contractors and all of their subcontractors must verify that they are not debarred from receiving Federal funds. All Bidders and all of their subcontractors must provide a properly executed "Federal Debarment Certification" form (attached) ensuring that they are not debarred from receiving Federal funds. The Agency will consult the most current "List of Parties Excluded from Federal Procurement or Non-procurement Programs" to ensure that the Bidders and their subcontractors are not prohibited from participation in Federal assistance programs. The Agency will comply with the requirements regarding sub-awards to debarred and suspended parties described in 40 CFR 31.35 or 40 CFR 30.13.
7. The Contractor shall comply with all applicable sections of the following specifications as they relate to the Davis-Bacon Act (40 U.S.C. §§ 3141–3148, formerly 40 U.S.C. §§ 276a to a-7) as supplemented by Department of Labor Regulation (29 CFR Part 3) (DBA). The Davis-Bacon Act requires that all Contractors and subcontractors performing on Federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts.

As required to be stated in this Bid Specification pursuant to 40 U.S.C. § 3142, the minimum wages to be paid various classes of laborers and mechanics under the Contract of this project shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on Projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed.

Applicable Davis-Bacon Rates for this project are available at the following link:

<https://spaces.hightail.com/space/5ctMzPzOC9>

8. Pursuant to New York State Labor Law, Article 8 (Public Work) and Article 9 (Building Service Work), contractors on public work projects must adhere to the New York State prevailing wage law. The Contractor shall submit a certified payroll record to the Owner's Representative within ten (10) days of wage payment. The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the same period. Payroll records must be submitted in accordance with New York State Department of Labor requirements. It is the contractor's responsibility to ensure compliance with all applicable rules and to obtain the necessary forms from the NYS Department of Labor.

Applicable Prevailing Wage Rates for this project are available at the following link:

<https://spaces.hightail.com/space/5ctMzPzOC9>

9. The Contractor shall acknowledge to and for the benefit of the SCLBC and the Funding Authority that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" (BABA) Act that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor. The Contractor will provide any verified information, certification or assurance of compliance with the BABA Act to the Owner or the Funding Authority, as may be required. The Contractor acknowledges that a certification letter shall be provided in accordance with the BABA Act for the goods supplied, a sample letter shall be provided by the Owner's Representative to the Contractor upon Notice to Proceed with the contract. The Owner or Funding Authority shall recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any failure to comply with the BABA Act, including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner.
10. Contractors performing public work in Sullivan County must comply with all applicable New York State registration and documentation requirements. Contractors must be appropriately registered and provide proof of such registration upon bid submission. The definition of "public work" is as provided by New York Labor Law Section 220, which includes construction, reconstruction, demolition, alteration, or repair work done under contract and paid for in whole or in part with public funds. "Maintenance work" also falls under these regulations when it involves substantial activity beyond routine care.

To register or confirm requirements, contractors may visit:

<https://dol.ny.gov/public-work-and-prevailing-wage>

11. The cash retainage being withheld from partial payments pending completion of the contract will be two percent (2%) of the amount due on each partial payment. Upon acceptance of the work performed pursuant to the contract for which the Contractor has agreed to the withholding of payments pursuant to the requirements outlined herein, all amounts being withheld by the

contracting unit shall be released and paid in full to the Contractor within 45 days of the final acceptance date agreed upon by the Contractor and the contracting unit, without further withholding of any amounts for any purpose whatsoever, pending availability of grant funding, provided that the contract has been completed as indicated.

12. Any contingency allowance included on the Bid Sheet belongs to the SCLBC and will be released as needed by the Owner's Representative and used by the Contractor only as directed by the SCLBC to address unknown or unforeseeable conditions.

Detailed Specifications

The proposal must include the cost for the demolition, removal of debris and site restoration/protection of the work area. Please prepare and provide a total cost for the demolition, removal and site restoration. Bid alternates are also included to determine the best approach to the demolition process that is cost effective for the project. Please account for belongings left behind due to damages by isolated events. Contractor shall obtain and pay for all licenses, fees and other charges required for local, county, state and/or utility companies' regulations.

Contractor shall furnish all labor, material, and equipment necessary to remove the entire designated building(s) as designated. The means and methods of performing demolition operations are the sole responsibility of the Contractor; however, equipment used, and methods of demolition shall be subject to the approval of the local building inspector.

Other Requirements

1. The work shall comply with all applicable Federal, State and local laws, ordinances and regulatory requirements.
2. Upon award of contract, contractor must coordinate with the applicable building department before any work is to begin. A building demolition permit may be required and may have a timed expiration date. The Building Departments will have final approval of completed work prior to payment.
3. It will be the responsibility of the contractor to obtain all necessary permits from all the appropriate agencies including but not limited to the Villages' Building Departments. It is also the responsibility of the contractor to make all necessary disconnections of utilities (i.e. water, sewer, electric, etc.) or connections to tanks, and to inspect for structural hazards prior to demolition.
4. Asbestos Abatement measures may be required, see the asbestos report included as part of this packet in the following link: <https://spaces.hightail.com/space/SPKiOfRTAQ>
5. ***The Land Bank requests that the contractor obtain a waiver so that this can be a controlled demolition rather than asbestos remediation and demolition.***
6. The disposal of asbestos waste is further regulated by local solid waste management rules. These rules stipulate that regulated waste, including asbestos, must be transported by carriers holding a valid New York State Department of Environmental Conservation (NYSDEC) Part 364 Waste

Transporter Permit. Such waste must be disposed of at facilities authorized to handle asbestos-containing materials, ensuring compliance with both state and county regulations.

7. The Contractor shall prepare a workplan outlining their approach to demolition, transportation and disposal. The workplan shall be reviewed and approved by the Qualified Environmental Professional (QEP) for the project prior to mobilizing to Site. The workplan shall identify the regulated waste materials that will be handled at the Site and the engineering controls and techniques to be implemented to safely accomplish abatement of these materials. The Contractor is responsible for the means and methods of the removal work as well as the Contractor's workers and subcontractors' workers' health and safety; however if the Owner's Representative or the QEP identifies missing required content, the Contractor must revise and resubmit without additional expense. Work may not commence until the workplan has been approved. The workplan must include at minimum the following information:

- Regulation: Applicable Federal, State and Local Codes, Regulations and Standards.
- Permits: Identify and provide copies of all required Federal, State and Local permits, certifications, licenses or approvals.
- Supervision: Provide the name and qualifications of the Contractor's personnel that will oversee, manage and be responsible for Waste Management operations.
- Quality Assurance/Quality Control: Provide 1) credentials and copies of all licenses of the CIH or other qualified environmental professional that will provide planning, oversight and interpretation of waste characterization 2) the name, address, and License Number for the certified environmental testing laboratory that shall complete all required waste characterization sample analyses.
- Waste Characterization and Identification: Indicate anticipated types and quantities of waste materials generated by the Work. Include estimated quantities and assumptions for estimates. Provide means and methods for waste classification including collection and analysis of waste characterization samples.
- Decontamination Plan: Provide standard operating procedures (SOPs) for decontaminating equipment including heavy construction equipment, sampling apparatus, and transportation vehicles. Include design of a decontamination pad and account for disposal of contaminated and uncontaminated materials used in the decontamination process.
- Disposal Methods: For each waste material-type, identify whether the material will be salvaged (scrapped), reused, recycled, discharged on-site, or disposed off-site. Estimate total quantity of each type of waste, and total quantity for each means of disposal. Provide means and methods for handling, segregating, containerizing, loading, and transportation of waste materials.
- Waste Transporters: Identify the Registered Solid Waste Transporter(s) that will transport the waste materials off-site with the following information: name of registered transporter; type of transporter registration; address; telephone number; contact person; registration number.

- Transportation Plan: Provide a coordinated plan for site access, truck routes, soil loading and staging, and removal of materials from the Site. There shall be no idling of trucks in the surrounding streets.
 - Waste Receiving Facilities: Identify the selected licensed off-site disposal, recycling, reuse, or treatment facilities that will receive the waste materials with the following information: Facility Name; Facility Type; Facility Address; Telephone Number; Contact Person; Facility ID Number; EPA ID Number (as applicable).
 - Forms: Provide a sample Waste Origin and Disposal (O&D) Form, profile forms from receiving facilities, and any other applicable forms.
8. At least two (2) days before planned removal of regulated material submit: copies of all waste analyses performed for disposal, completed profile form to the receiving facility for the waste materials; approval form or letter from the receiving facility confirming that the facility will accept the waste materials.
 9. Within ten (10) days after shipment, submit copies of completed bill of lading, generator's copies of any manifests and waste shipment records, and all supporting documentation of handling and transport of waste materials from the site to approved off-site disposal facilities for each load transported from the site. If material is salvaged or scrapped, receipts must be provided. Progress payments will only be made upon receipt of said documents.
 10. The Contractor shall prepare and implement a Site-Specific Health and Safety Plan (HASP). The HASP must comply with Occupational Safety and Health Administration (OSHA) requirements set forth at 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response. As appropriate, utilize personnel that have received 40 hours of training in accordance with OSHA's Hazardous Waste Operations and Emergency Response standard (29 CFR 1910.120). Provide medical surveillance for all personnel who may come in contact with or be exposed to contaminated materials during the course of the work. Provide personnel, including personnel for subcontractors, who are 40-hr. OSHA trained with an 8-hr. OSHA refresher course completed within the previous twelve months. Personnel who have not received training, and who are not equipped with the required protective clothing and equipment, must not be permitted access to the site by the Contractor during the course of the work that may result in exposure to contaminated soil and/or groundwater.
 11. The Contractor shall be responsible for all notices, variance, approvals, and documentation required for or related to the handling and/or disposal of ACM, or other contaminants. Wet removal methods may be utilized to suppress dust, and workers shall be equipped with proper PPE, as deemed necessary within the Contractors Health and Safety Plan.
 12. No water supply is available at the Site, and the Contractor is responsible for providing water as needed for wetting down materials, dust suppression, equipment decontamination, and street sweeping.
 13. Due to the age of the building the structure(s) may also contain Lead Based Paint (LBP). The Contractor is responsible for handling and managing of all impacted materials in accordance with all Federal, State and local laws and regulations.
 14. The Contractor shall be solely responsible for the completion of all required waste characterization sampling and analysis.
 15. No ground disturbance is anticipated during this proposed work. Foundations will be made safe and may remain in place. If basements are present beneath the structure, a temporary fence will be

installed around the exposed areas post-demolition to prevent unauthorized access and ensure safety. This allowance is included in the Bid Sheet pending field verification of subsurface conditions. Vendor will be compensated for the actual linear footage (LF) of fence installed.

16. The site will be secured with fencing, clear signage, and controlled access to prevent unauthorized entry. A fully equipped decontamination unit will be established for personnel and equipment, including clean/change rooms and shower facilities.
17. The Contractor shall be responsible for rodent control during the duration of the project. The Contractor responsibilities are but are not limited to the installation of perimeter bait boxes and rat boxes. Trapping devices shall be checked on a schedule. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate and timely manner. Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA (rodent control pesticide safety) regulations, State, and local requirements, with an emphasis on the safety of non-target organisms. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other surface, so that the box cannot be picked up or moved. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box. All bait boxes shall be labeled with the Contractor's business name and address and dated by the Contractor's technician at the time of installation and at each servicing.
18. An independent, NYS-certified Project Monitor will develop an air monitoring plan to be implemented throughout the controlled demolition activities.
19. All debris within the work area must be removed from Site. All debris loads must be delivered to an approved state facility and delivery receipts must be submitted to SCLBC with contractor invoice.
20. A final Engineer's Report shall be prepared and submitted to SCBLC. The report shall include but not be limited to:
21. Summary of work completed and waste disposal that was conducted during the project.
 - Quantities of each regulated material that was removed from each area.
 - Certify that all of the removal and disposal conducted was performed in accordance with applicable regulations and requirements.
 - Table or spreadsheet of the type and quantity, by weight, of each material salvaged, reused, recycled, treated, or disposed.
 - Record Drawings indicating the points of generation of each material.
 - Air monitoring results.
 - All original disposal documentation including results of material sampling and analysis, waste facility applications and acceptance documentation, bills of lading, generator's copies of any manifests and waste shipment records manifests, weight tickets, disposal records and recycling receipts.
22. The report shall be reviewed by the QEP and the Owner's Representative, and the Contractor shall make edits as needed prior to finalizing the document.
23. No final payment for work will be made until job is completed and air quality reports, if required, are approved.
24. All work, whether performed by the Contractor, or by subcontractors engaged by Contractor, shall be completed in a workman-like manner and in compliance with all building codes and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

25. Immediately report to the Owner's Representative any questionable or obvious error or omission that may be contained in the contract documents. Do not proceed with work affected by these conditions until the Owner's Representative has addressed or resolved the error or omission.
26. The Contractor will attend project meetings or conference calls to be scheduled by the Owner's Representative throughout the course of the work, as may be required to maintain project progress and schedule.
27. The SCLBC has the right to reject any and all bids and to waive any informalities in the bid and to accept that proposal deemed in its best interests.

More information on the Sullivan County Land Bank, including its adopted procurement policy, is available at www.sullivancountylanbank.org

OTHER REQUIREMENTS

A. Insurance Requirements

The successful bidder shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance in Schedule C. The Land Bank shall be named as an additional insured on the policies required in Schedule C and shown on the sample certificate of insurance. The U.S. Environmental Protection Agency shall also be named as additional insured. The successful bidder shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. The successful bidder shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The successful bidder 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 subcontractor commencing any work.

B. Indemnification

The successful contractor shall defend, indemnify and save harmless the Land Bank, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

C. Non-Collusive Certification

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

1. The prices in this 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 contractor or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior

- to opening, directly or indirectly, to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

D. MWBE Promotion

It is the policy of the Land Bank that Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts. It is also the Land Bank's goal to award Procurement Contracts to those procurement contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment.

E. Affirmative Action

As required by Executive Law § 312, and in compliance with the Land Bank's procurement policy, any contractor awarded a procurement contract in excess of \$25,000 for services rendered to the Land Bank must acknowledge this affirmative action policy and agree to implement the same by making every reasonable effort to award any subcontracts (none of hereby authorized) to MBEs and WBEs and to utilize minority and labor in the performance of any agreement that is awarded to the contractor. Specifically, any contractor awarded a contract in excess of \$25,000 dollars will be expected to abide by the following provisions:

1. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. At the request of the contracting agency, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
3. The contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the MWBE Threshold Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status

F. Non-Discrimination Policy

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

G. Conflict of Interest

The award of a contract is subject to provisions of all Federal, State and County laws. All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the SCLBC. Further, all proposers must disclose the name of any SCLBC officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the proposer or any of its subsidiaries or affiliates. To avoid conflicts of interest and the appearance of impropriety, the proposer shall be required to complete the Disclosure Form attached hereto.

H. Miscellaneous Requirements

1. The Land Bank will not be responsible for any expenses incurred by any firm in preparing or submitting a bid proposal. All bid proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Bid. Emphasis should be on completeness and clarity of content.
2. The contents of the bid proposal submitted by the successful firm and this Bid may become part of the contract for these services. The successful firm will be expected to execute said contract with the Land Bank.
3. Bid proposals shall be signed in ink by the individual or authorized principal of the responding party.
4. The Land Bank reserves the right to reject any and all bid proposals received or to negotiate separately in any manner necessary to serve the best interests of the Land Bank.
5. The selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Land Bank.

SELECTION PROCESS

Bids will be opened on June 16th 2025 at 1PM in the Rural Sullivan Housing Corp Office, 390 Broadway Monticello, NY 12701. A non-collusion affidavit must be submitted with the sealed bid.

QUESTIONS DUE DATE: June 6, 2025 4:30PM

SITE VISITATION DATES: May 29, 2025 or by appointment based on availability

SUBMITTAL DUE DATE: June 16, 2025 at 1PM

Sealed bids are to be clearly marked and submitted to:

Serra McDowall
Administrator
PO Box 1497
Monticello NY 12701

	Task	Quantity	Unit	Unit Rate	Price
1	Demolition of Main Building (hospital)	1	LS	-	\$
2	Demolition of Addition 1	1	LS	-	\$
3	Demolition of Addition 2	1	LS	-	\$
4	Temporary Fence	280	LF	\$	\$
5	Air Monitoring Plan and Implementation	1	LS	-	\$
6	Final Engineer's Report	1	LS	-	\$
Base Bid Total (Task 1 -6):					\$
Contingency (20% of Base Bid Total):					\$
Total Bid (Base Bid Total + Contingency)					\$

Please note any **discounts** if applicable.

Attach additional sheets if necessary.

*****Award of Bid Items will be based on availability of funding. SCLBC reserves the right to award some, all or none of the tasks as outlined on the Pricing Sheet.*****

Notes:

Certification

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the SCLBC. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the SCLBC for the required services. The undersigned agrees and understands that the SCLBC is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the SCLBC, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the SCLBC and approved by the SCLBC Board of Directors.

It is understood and agreed that the SCLBC reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the SCLBC is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name: _____ Signature: _____

Date: _____

Acknowledgement

STATE OF NEW YORK)

) ss.:

COUNTY OF SULLIVAN)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

Sole Corporate Office Acknowledgement

STATE OF NEW YORK)

) ss.:

COUNTY OF SULLIVAN)

On this _____ day of _____, 20__, before me, the undersigned, personally appeared, personally known to me or (Name of Sole Officer) _____, proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as President and sole officer and director of _____, (Name of Corporation) the corporation described in and which executed the within instrument, and acknowledged that he/she owns all the issued and outstanding capital stock of said corporation, and that by he/she signed the within instrument on behalf of said corporation.

Date: _____

Notary Public

**CERTIFICATE OF AUTHORITY
(CORPORATION)**

I, _____ (Officer other than officer signing contract) certify
that I am the _____ (Title) of the
_____ (Name of Corporation) a corporation duly organized
and in good standing under the _____ (Law under which organized, e.g., the New
York Business Corporation Law) named in the foregoing agreement; that
_____ (Person executing agreement) who signed said agreement on behalf
of the _____ (Name of Corporation) was, at the time of execution
_____ (Title of such person) of the Corporation and that said agreement
was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto
duly authorized and that such authority is in full force and effect at the date hereof.

Proposer Name: _____ Signature: _____

Date: _____

STATE OF NEW YORK)

) ss.:

COUNTY OF SULLIVAN)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said
State, _____ personally appeared, personally known to me or proved to me on
the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who
being by me duly sworn did depose and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf
of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

Date: _____

**CERTIFICATE OF AUTHORITY
LIMITED LIABILITY COMPANY**

I, _____ (member or manager other than person executing the agreement), certify that I am a _____ (member/manager) of _____ (Name of Limited Liability Company) (the "LLC") duly organized under the Laws of the State of _____ (Name of State) ; that _____ (Person Executing Agreement) who signed said Agreement on behalf of the LLC was, at the time of execution, a manager of the LLC; that said Agreement was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

Proposer Name: _____ Signature: _____
Date: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF SULLIVAN)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is a member/manager of said LLC; that he/she is duly authorized to execute said certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

Date: _____

**CERTIFICATE OF AUTHORITY
(PARTNERSHIP)**

I, _____, (Partner other than Partner signing contract) certify that I am a General Partner of _____ (Name of Partnership), a partnership duly organized under _____ (Law under which partnership is organized), and named in the foregoing Agreement; that _____ (Partner Executing Agreement) who signed said Agreement on behalf of the Partnership was, at the time of execution, a General Partner of said Partnership; that said Agreement was duly signed for and in behalf of said Partnership and as the act and deed of said Proposer for the purposes therein mentioned.

Proposer Name: _____ Signature: _____

Date: _____

STATE OF NEW YORK)

) ss.:

COUNTY OF SULLIVAN)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is a general partner of said Partnership; that he/she is duly authorized to execute said certificate on behalf of said Partnership, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

Date: _____

SCHEDULE "A"

For Informational Purposes Only

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY PERSONS OF COLOR OR WOMEN

As part of the SCLBC's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in SCLBC contracts, we request that you answer the questions listed below.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
☐ No
☐ Yes (as a business owned and controlled by persons of color)
☐ Yes (as a business owned and controlled by women)
2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____
3. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
☐ No ☐ Yes (as a MBE) ☐ Yes (as a WBE)
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____
5. Are you certified with the Federal Government as a small disadvantaged business concern?
☐ No ☐ Yes

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing MBE/WBE Questionnaire: _____

Signature: _____

SCHEDULE "B"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO SCLBC

(Prior to execution of a contract by the SCLBC, the selected firm(s) must complete, sign and return this form to the SCLBC)

Name of Firm: _____

A. Related Employees:

1. Are any of the employees that you will use to carry out this contract with the SCLBC also an officer or employee of the SCLBC, or the spouse, or the child or dependent of such SCLBC officer or employee?

☐ Yes ☐ No

If yes, please provide details:

B. Related Owners:

1. If you are the owner of the firm, are you or your spouse, an officer or employee of the SCLBC?

☐ Yes ☐ No

If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used:

Interest means a direct or indirect pecuniary or material benefit accruing to a SCLBC officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the SCLBC or otherwise. For the purpose of this chapter, a SCLBC officer or employee shall be deemed to have an "interest" in the contract of:

- i. His/her spouse, children and dependents, except a contract of employment with the SCLBC;
- ii. A firm, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and
- iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the NCLB have an interest in the firm or in any proposer that will be used for this contract?

☐ Yes ☐ No

If yes, please provide details:

Authorized Company Official shall sign below and type or print information below the signature line:

Name: _____

Title: _____

Date: _____

SCHEDULE 'C'
INSURANCE REQUIREMENTS

Due Diligence Checklist

Insurance (for Subcontractors and Vendors, as applicable)
<p>Certificate of Insurance (ACORD 25) evidencing <u>Commercial General Liability Insurance</u> in amounts not less than:</p> <ul style="list-style-type: none">- \$1,000,000 per occurrence- \$2,000,000 in the annual aggregate- \$2,000,000 per project aggregate- \$2,000,000 products/completed operations aggregate- Naming Sullivan County Land Bank Corporation as an <u>Additional Insured</u> with Primary Non-Contributory language.- Must include list of exclusions- Endorsements should include:<ul style="list-style-type: none">- Additional Insured including premises operations and Product/Completed Operations- Waiver of Subrogation- 30-day notice of cancellation
<p>Certificate of Insurance (ACORD 25) evidencing <u>Worker's Compensation Insurance</u> (in amounts consistent with state statutory requirements), and naming Sullivan County Land Bank Corporation as <u>Certificate Holder</u>. Endorsements should include:</p> <ul style="list-style-type: none">- Waiver of Subrogation- 30-day notice of cancellation
<p>Certificate of Insurance (ACORD 25) evidencing <u>Auto Insurance</u> in amounts not less than:</p> <ul style="list-style-type: none">- \$1,000,000, for all owned, non-owned and hired automobiles. If no owned autos, coverage may be extended from the CGL policy.- Naming Sullivan County Land Bank Corporation as an <u>Additional Insured</u> with Primary Non-Contributory language.- Waiver of Subrogation- 30-day notice of cancellation endorsement
<p>Certificate of Insurance (ACORD 25) evidencing <u>Environmental Pollution Liability Insurance (if the work involves environmental remediation of any kind)</u></p> <ul style="list-style-type: none">- in amount not less than \$1,000,000 per occurrence
<p>Certificate of Insurance (ACORD 25) evidencing <u>Umbrella Insurance</u></p> <ul style="list-style-type: none">- in amounts not less than \$1,000,000 per occurrence- Naming Sullivan County Land Bank Corporation as an <u>Additional Insured</u> with Primary Non-Contributory language.- Waiver of Subrogation- 30-day notice of cancellation endorsement

REQUIREMENTS FOR ALL INSURANCE:

- Policy must be current, not expired, and include all endorsements
- Certificate must be signed by an authorized representative of the insurance carrier,
- Additional Insured/ Certificate holder/ (as required below) must appear as:
Sullivan County Land Bank Corporation
100 North Street, Monticello, NY 12701



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Sample Certificate	PHONE (A/C, No, Ext):
Sample Certificate	FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
Sample Certificate	INSURER A:
	INSURER B:
INSURED	INSURER C:
Sample Certificate	INSURER D:
Sample Certificate	INSURER E:
Sample Certificate	INSURER F:

COVERAGES

CERTIFICATE NUMBER: Sample Certificate

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		Y	Y				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS	Y	Y				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y				E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
	Pollution Liability	N	N				Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Sullivan County Lank Bank Corporation
100 North Street

Monticello

NY 12701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ADDITIONAL COVERAGES

Ref #	Description AGGREGATE	Coverage Code AGGR	Form No.	Edition Date
Limit 1 2,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description PER PROJECT	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Employee Benefits	Coverage Code EBLIA	Form No.	Edition Date
Limit 1 12	Limit 2	Limit 3	Deductible Amount 0	Deductible Type
Premium				

Ref #	Description Retention	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount 5,000	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

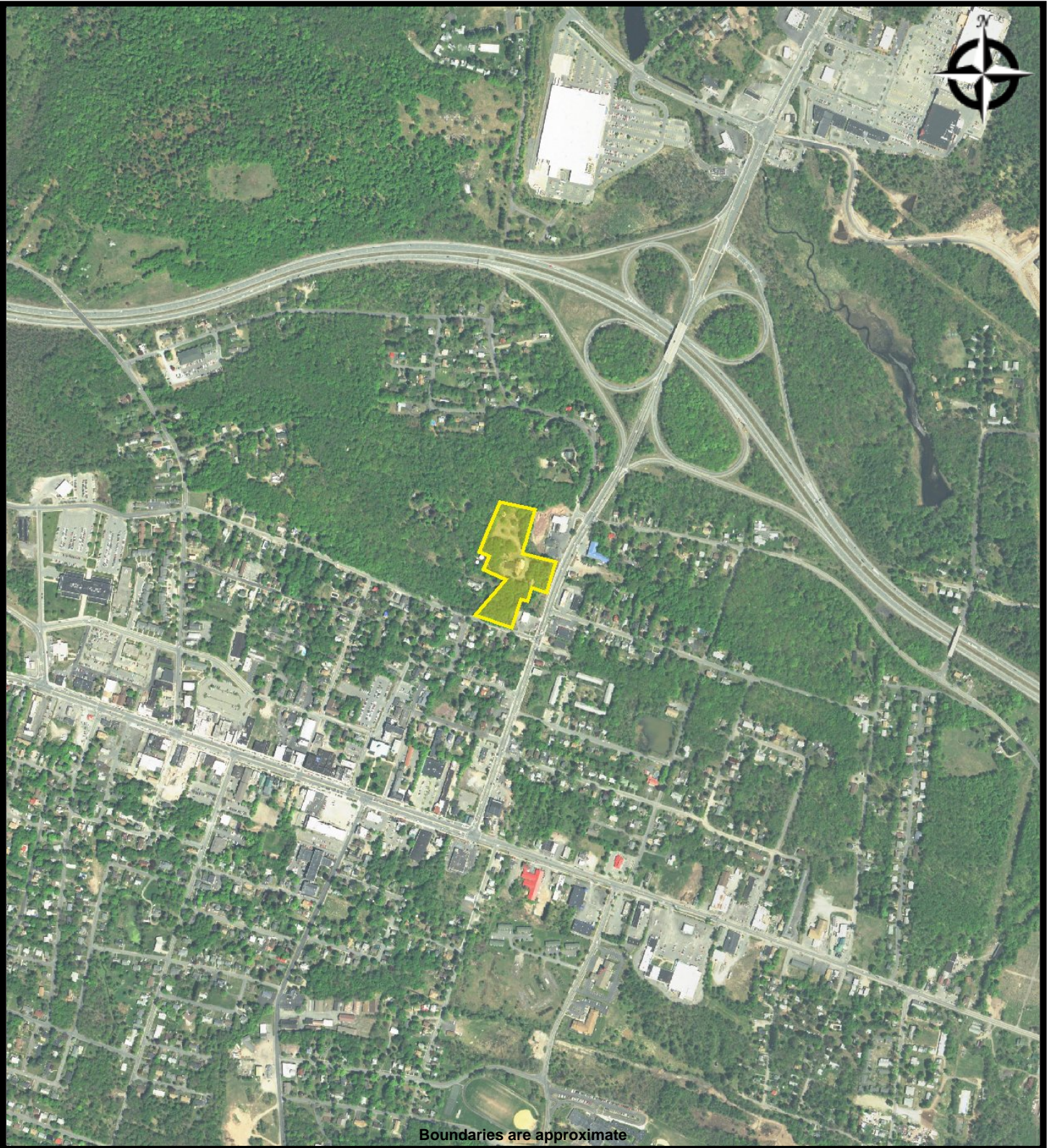
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

ATTACHMENT A
SITE LOCATION MAP



Boundaries are approximate

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

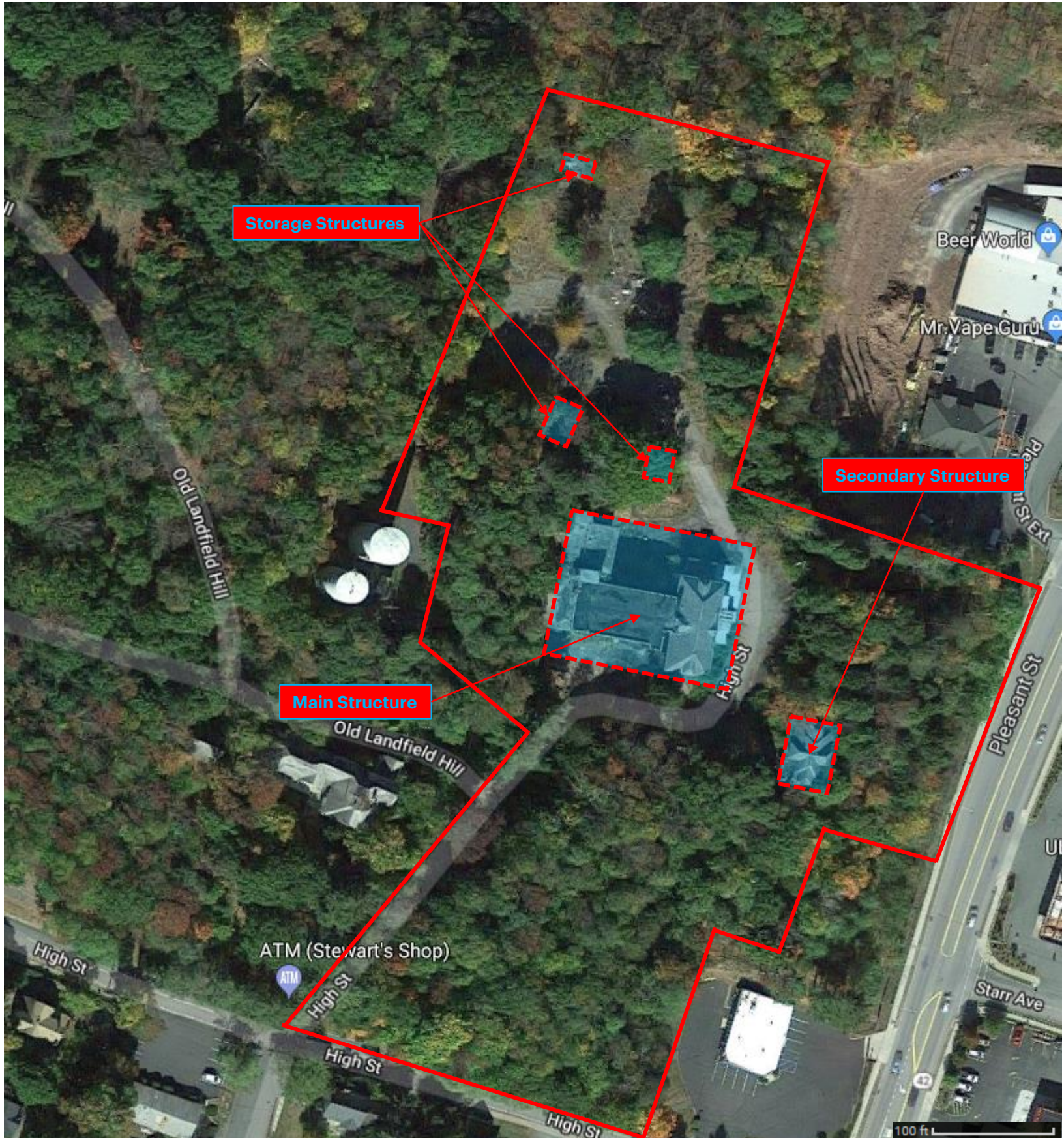
AERIAL - 2015
MONTICELLO MANOR
15 High Street
Monticello, New York 12701

PREPARED FOR: Sullivan County
PROJ. MGR: Kristine Garbarino
DRAWN BY: Dina Peoples

DATE: 11/14/2019
PROJ. #: 9801.01

ATTACHMENT B

LOCATION OF STRUCTURES



Key:



Approximate Site Boundaries



Approximate Location of Structures

NOTES



Tectonic

Planning
Engineering
Surveying
Construction Management

70 Pleasant Hill Road
Mountainville, NY 10953

(845) 534-5959 Telephone
(845) 534-5999 Fax

www.tectonicengineering.com

Title Figure 2: Approximate Location of Structures at Subject Property

Location Monticello Manor, 15 High Street, Monticello, NY 12701

Client Sullivan County

Source Google Maps

Date 6/6/2019

Scale As Noted

Work Order 9294.01

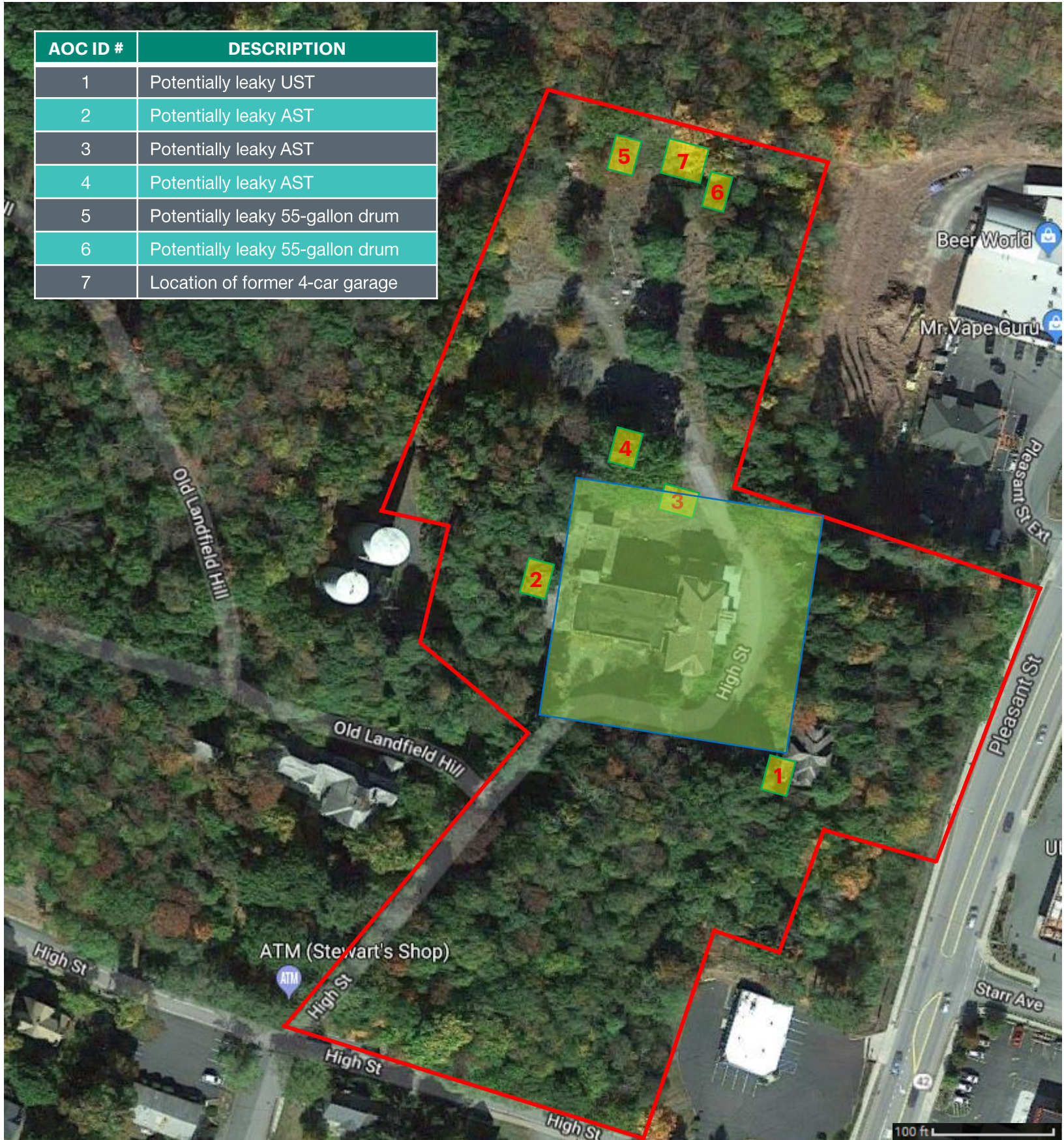
Drawing No. 1 of 1




Rev. 0

This figure should only be considered in concert with the accompanying document with which it was presented. This figure is subject to all the terms and limitations of the companion document and Tectonic's scope of work.

ATTACHMENT C
AREAS OF CONCERN MAP

AOC ID #	DESCRIPTION
1	Potentially leaky UST
2	Potentially leaky AST
3	Potentially leaky AST
4	Potentially leaky AST
5	Potentially leaky 55-gallon drum
6	Potentially leaky 55-gallon drum
7	Location of former 4-car garage



Key:

Approximate Site Boundaries

Approximate Location of Geophysical Survey

Approximate Location of AOCs

NOTES



Tectonic
Planning
Engineering
Surveying
Construction Management
70 Pleasant Hill Road
Mountainville, NY 10953
(845) 534-5959 Telephone
(845) 534-5999 Fax
www.tectonicengineering.com

Title Figure 3: Approximate Location of AOCs & Geophysical Survey			
Location Monticello Manor, 15 High Street, Monticello, NY 12701			
Client Sullivan County			
Source Google Maps			
Date 6/6/2019	Work Order 9294.01	Drawing No. 1 of 1	Rev. 0
Scale As Noted			

This figure should only be considered in concert with the accompanying document with which it was presented. This figure is subject to all the terms and limitations of the companion document and Tectonic's scope of work.

ATTACHMENT D

FIGURE 1 : WORK AREA

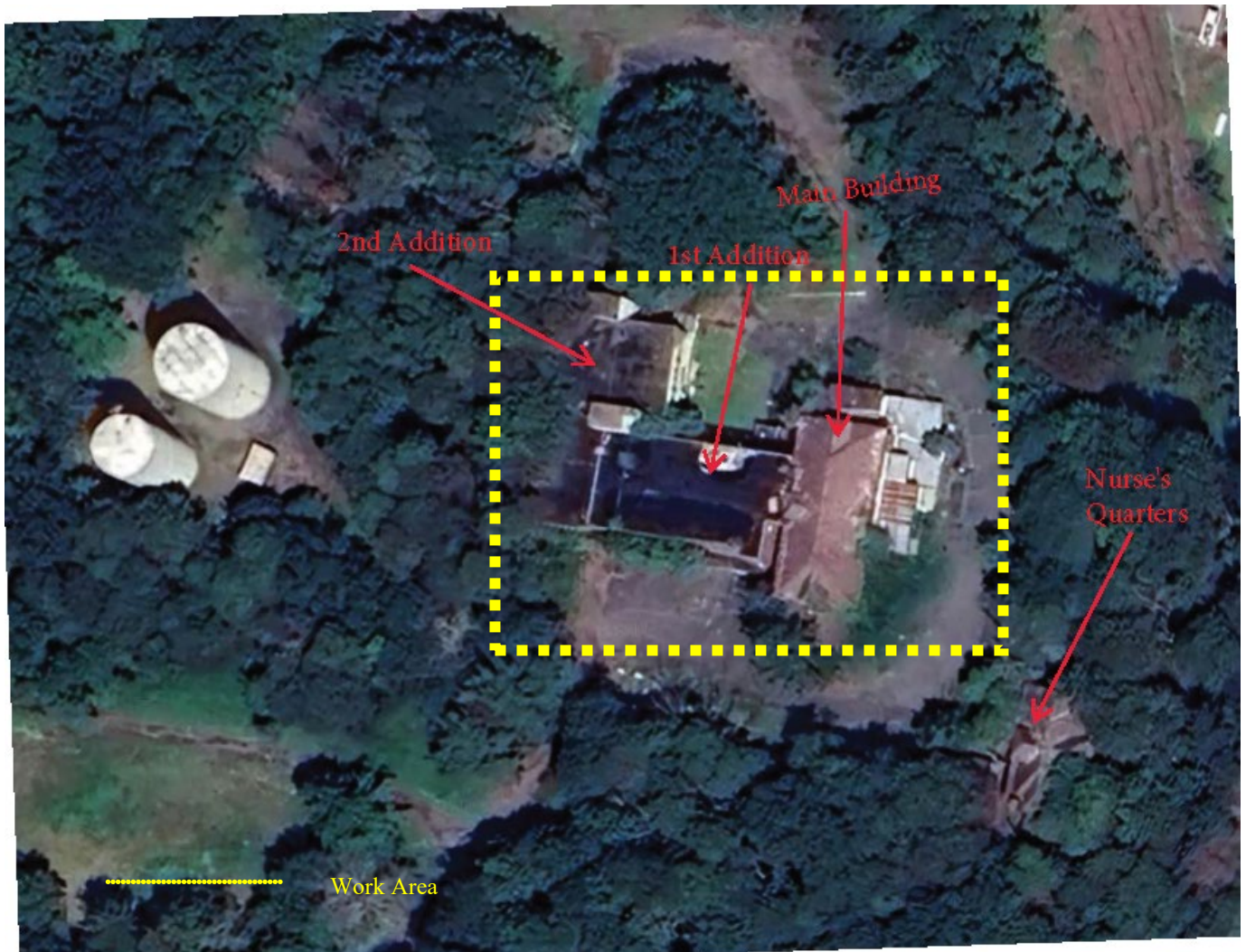


Figure 1: Labeled structures of Monticello Manor in Sullivan County

ATTACHMENT E
DEMOLITION CONTRACT

DEMOLITION CONTRACT

This Demolition Contract (the "Contract") is made as of this ____ day of _____, 2025 by and between the **Sullivan County Land Bank Corporation**, a New York not-for-profit corporation having an office for the transaction of business at c/o Division of Planning, 100 North Street, Monticello, NY 12701 (the "Land Bank") and _____ a [type of business] having an address for the transaction of business at _____ (the "Contractor").

RECITALS

WHEREAS, the Land Bank is the owner of certain parcels of real property situated in the County of Sullivan, State of New York as set forth on **Schedule A** attached hereto and incorporated herein (individually a "Property" or collectively "Properties"); and

WHEREAS, the Land Bank desires to engage the Contractor to provide certain services, including the demolition of structures on the Property; and

WHEREAS, the Contractor has agreed to provide such services in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Scope of Work. The Contractor hereby agrees to perform and complete the work set forth in the Scope of Work attached hereto and incorporated herein as **Schedule B** with respect to each Property and to comply with and/or perform all other requirements, duties, and obligations imposed on the Contractor under this Contract (collectively, the "Work"). All work shall be carried out in compliance with all applicable laws, regulations, rules and codes. The Contractor shall commence the Work within fifteen (15) days following the execution of this Contract by both parties, unless a different time period is stated in the Specifications. The Contractor shall provide the Land Bank with at least twenty-four (24) hours notice prior to commencing the Work at each Property. If the Work involves air monitoring, the Contractor shall coordinate its work schedule with the air monitoring firm and shall endeavor to provide this firm at least one week advance notice of the Contractor's planned work schedule.

2. Time for Completion. The Contractor shall complete all Work on or before _____ (the "Completion Date"), time being of the essence. The Contractor will at all times exert its best efforts to complete the Work at the earliest possible time. The Contractor shall complete the Work on at least _____ Property(ies) per week starting on _____ and shall complete Work on at least _____ Properties by _____, time being of the essence.

3. Payment.

(a) The Land Bank shall pay the Contractor for all Work and all of the Contractor's duties and obligations of every kind whatsoever under this Contract the sum of \$_____ within Fifteen (15) days following a final inspection of each Property and approval by the Land Bank or its agents that all Work required to be completed by the Contractor has been completed (the "Final Inspection"), and submission of all Invoice documents required in Schedule B. Unless otherwise agreed in accordance with Section 4 herein, the Contractor shall not be paid more than \$_____ for all of the Work required hereunder (the "Maximum Payment").

(b) Except as provided in the following subsection (c), no payment shall be made for any Work that is partially completed on a Property or Properties. If the Contractor fails or neglects to properly and timely complete the Work at any Property or Properties, the Land Bank, without prejudice to other remedies, shall have the right, upon three (3) days written notice to the Contractor, to hire a contractor to secure the site and/or, correct deficiencies in the Work at the Contractor's sole cost and expense. In the event of an emergency, the Land Bank may hire a replacement contractor without notice to the Contractor. The Land Bank may deduct the reasonable costs of the replacement contractor's work, together with the Land Bank's expenses made necessary by the Contractor's neglect or failure, from any payments then or thereafter due to the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Land Bank. If all such amounts are not promptly paid by the Contractor, the Land Bank may avail itself of all legal and equitable remedies to recover such amounts from the Contractor, including applicable interest. If the Land Bank substantially prevails in an action or proceeding to recover such amounts, the Contractor shall pay the Land Bank's reasonable attorney's fees and costs.

(c) If weather prevents the final site restoration, but all other Work has been completed by the Contractor and approved by the Land Bank, five percent (5%) of the per Property price shall be withheld by the Land Bank until such final restoration grading and seeding has been completed.

(d) The Contractor shall perform all Work as required under this Contract without additional compensation, notwithstanding whatever obstacles or conditions, foreseeable or unforeseeable, may arise or be encountered, subject to approved changes to the Contract Price in accordance with Section 4.

(e) For each calendar day beyond the Completion Date, as may be extended by the Land Bank, that the Work on all Properties has not been substantially completed, the Contractor shall pay to the Land Bank as liquidated damages the sum of \$100 (the "Liquidated Damages"). The Land Bank and Contractor acknowledge that the damages to the Land Bank upon the Contractor's failure to complete the Work by the Completion Date would be difficult or impossible to determine, that the amount of the Liquidated Damages represents the parties' best and most accurate estimate of the damages that

would be suffered by the Land Bank, that such estimate is reasonable under the circumstances existing as of the date of this Contract and under the circumstances that the Land Bank and Contractor reasonably anticipate would exist at the time of such default by Contractor. Accordingly, Contractor agrees that the liquidated damages may be assessed and recovered by the Land Bank as against the Contractor without the Land Bank being required to present any evidence of the amount or character of actual damages sustained by reason thereof. The Land Bank may deduct the Liquidated Damages amounts from any payments then or thereafter due to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such Liquidated Damages amounts, then the Contractor shall pay the difference to the Land Bank. If all such amounts are not promptly paid by the Contractor, then all remedies, relief and awards provided in subsection (b) above shall apply.

(f) When air monitoring is required in connection with the Contractor's Work, the Contractor acknowledges that the Land Bank must retain, at the Land Bank's expense, an accredited third party air monitor. The Contractor acknowledges that if the Contractor's Work is not completed promptly, efficiently and in coordination with the air monitoring firm, the Land Bank will incur additional air monitoring expense and the Contractor agrees that the Land Bank shall have the right to seek reimbursement of such additional expense from the Contractor.

4. Changes to the Work and the Contract Price. Changes in the Work planned and specified in this Contract and changes to the per Property price or the Maximum Payment shall be made only by written agreement or change order signed by both parties. If the Contractor encounters an unanticipated condition or obstacle which will increase the cost of completing the Work, such as the existence of a Hazardous Substance (as such term is defined herein), the Contractor may request an increase in the per Property price and the Maximum Payment. Any claim by the Contractor for an increase in the per Property price and the Maximum Payment shall require written notice delivered by the Contractor to the Land Bank stating the reason for the addition cost and providing a detailed budget for such increase. The Land Bank has the sole and exclusive authority to approve any changes in the scope and nature of the Work and any increases in the per Property price and the Maximum Payment.

5. Term. The Term of this Contract shall commence on the date first set forth above and shall when all Work is completed and approved by the Land Bank, and all of Contractor's and Subcontractors' equipment and property is removed from the Properties, unless sooner terminated as provided herein.

6. Land Bank's Right to Stop Work. If the Contractor fails to correct Work that does not meet the requirements of the Contract or fails to carry out Work in accordance with the Contract, the Land Bank may stop the Work, or any portion thereof, until the cause for such stoppage has been eliminated or remedied by the Contractor. The right of the Land Bank to stop the Work shall not require the Land Bank to exercise this right for the benefit of the Contractor or any other person or entity.

7. Termination for Cause. This Contract may be terminated by either party for cause if the other party is in material breach of its obligations under this Contract and such breach continues unremedied for more than seven (7) days after the defaulting party receives written notice stating the specific item or items of material breach under this Contract from the other party. In addition, and without limiting the foregoing, the Land Bank may terminate this Contract for cause if the Contractor fails to supply enough properly skilled workers with proper materials; fails to make required payment to vendors or subcontractors for materials or labor; or disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority. In the event the Land Bank terminates this Contract for cause, the Contractor shall not be entitled to the payment of the Contract Price or any other compensation; the Contractor shall be excluded from the Land Bank's Properties; and the Land Bank may hire a replacement contractor to secure the Property, correct deficiencies in the Work and/or complete the Work at the Contractor's sole cost and expense, and the Land Bank shall have all other remedies as set forth in subsection 3(b) above and all other legal and equitable remedies. The Land Bank may bar the Contractor from future work for the Land Bank.

8. Claims by the Contractor.

(a) If the Contractor has or believes it may have any claim against the Land Bank, whether for payment or any other reason, the Contractor is required to file a notice of claim with the Land Bank within ten (10) days after the occurrence of the event giving rise to the claim. The notice of claim shall set forth the date and facts giving rise to the claim and the dollar amount of the claim. The notice of claim must be filed with the Land Bank at the address set forth above, either personally or by certified mail, or at such other address provided by the Land Bank in writing to the Contractor. The timely filing of a proper notice of claim shall be a condition precedent to the commencement of litigation by the Contractor against the Land Bank. The failure by the Contractor to timely file a proper notice of claim shall be a complete bar against any such litigation or liability of the Land Bank.

(b) The Contractor shall give the Land Bank prompt notice of any delay in the commencement, performance or completion of the Work for any reason whatsoever that the Contractor claims will justify an extension of the Completion Date. Contractor shall immediately take all measures that may be required to minimize the extent of any delay. Contractor's sole remedy for any delay in the commencement, performance or completion of the Work, hindrance in the performance of the Work, loss of productivity or any other similar delay (for any reason whatsoever and whether or not foreseeable) shall be an extension of the Completion Date, and not for any delay damages, consequential damages, lost opportunity costs, lost profits, loss of financing, business or reputation, impact damages or any other damages. This subsection 8(b) shall also apply to all Subcontractors and Sub-Subcontractors.

9. Labor, Materials, and Equipment. The Contractor shall provide and pay for all labor, materials, and equipment necessary to complete the Work in accordance with this Contract and all applicable laws and regulations.

10. Quality of Work/Warranty. The Contractor warrants to the Land Bank that (i) all materials to be supplied by the Contractor shall be new, of good quality and free of substances prohibited by law, unless otherwise expressly stated in writing by the Land Bank; and (ii) the Work shall be performed in a good, proper and workmanlike manner and in accordance with all applicable manufacturer's guidelines and instructions, applicable laws, rules and regulations, and applicable industry standards. Contractor further warrants to the Land Bank that, for a period of one (1) year after acceptance of the Work by the Land Bank, the Contractor shall promptly and without cost to the Land Bank reconstruct, replace, repair and correct any defect or deficiency in the workmanship or in the materials supplied. This Contractor's full and unlimited warranty applies to all workmanship and materials, whether provided or supplied by Contractor, subcontractor or others. This paragraph shall survive termination or expiration of this Contract.

11. Securing and Maintaining the Property. The Contractor is solely responsible for making sure that the Property and any equipment, tools, and materials in or on the Property are secured continuously until all Work is completed. The Contractor is also solely responsible for making sure that any erosion and stormwater management controls in or on the Property are properly installed and maintained and that all utilities are properly disconnected and capped.

12. Safety.

(a) The Contractor agrees to comply with all applicable federal, state and local laws, rules, codes and regulations, including but not limited to applicable rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA), as amended and/or any other state or federal agencies in the performance of any work under this Contract. The Contractor further agrees to comply with all safety provisions contained in statutes, rules, codes and regulations of the State of New York. The Contractor also agrees to comply with any additional safety and health measures as are determined to be reasonably necessary by the Land Bank. The Contractor shall take proper dust abatement measures.

(b) Without limiting the foregoing, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions required or appropriate in connection with the performance of the Contract. The Contractor shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, (i) all employees and other persons who may be affected by the Work; (ii) the Work and the materials and equipment to be incorporated therein; and (iii) real property and personal property at the site or adjacent thereto, including but not limited to structures, roadways, sidewalks, pavements, utilities, trees, shrubs and lawns. The Contractor shall take all reasonable precautions to protect and prevent injury or damage to pedestrians and motor vehicles and their occupants, including traffic control.

13. Property Damage or Loss. The Contractor shall promptly remedy damage or loss to the extent such damage or loss arises, in whole or in part, directly or indirectly, from the act or omission of the Contractor, a subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable. The Contractor shall promptly notify the Land Bank of any such damage or loss.

14. Assumption of Risks. The Contractor acknowledges that it has completed a thorough inspection of each property prior to commencing demolition. The Contractor expressly assumes the risk of delays, obstacles, conditions (whether foreseeable or unforeseeable), and unanticipated costs and damages, associated with completing the Work in accordance with the terms and conditions of this Contract, subject to extensions of time for excusable delays, as determined by the Land Bank, and approved increases of the Contract Price. The Contractor expressly waives any and all damages for delay. The Contractor expressly and voluntarily assumes the risk of any and all environmental, dangerous, or hazardous conditions, including Hazardous Substances (as such term is defined below) or conditions caused by Hazardous Substances, encountered while performing the Work or arising out of the disposal, sale, donation, transportation, recycling, repurposing, or re-use of the materials removed from the Property. "Hazardous Substance" means, without limitation, any flammables, explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based products or by-products, methane, hazardous materials, medical waste, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq), Articles 15 and 27 of the New York Environmental Conservation Law, and the regulations promulgated thereunder or any other federal, state or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

15. Release and Waiver. The Contractor does hereby release and forever discharge and hold harmless the Land Bank and its officers, members, directors, agents, independent contractors, and employees, and their successors and assigns, from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Contractor's entry on, in, or upon the Property; the performance of the Work by the Contractor, all subcontractors and their employees, contractors and agents, the removal, disposal, sale, donation, transportation, recycling, repurposing, or re-use of any materials removed from the Property; or any future use by a third party of any materials removed from the Property (collectively, the "Activities"). The Contractor understands and acknowledges that this release and waiver discharges the Land Bank and its officers, members, agents, directors, independent contractors, and employees (collectively the "Releasees") from any liability of and claim against any and all Releasees with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Activities, whether caused by the negligence of the Releasee(s) or otherwise.

16. Disposal of Hazardous Substances. All Hazardous Substances shall be properly transported, recycled or disposed of in accordance with applicable laws and regulations. Any air conditioners, refrigerators, or items that may contain refrigerants, and any items or materials containing mercury and/or any other harmful chemical shall be disposed of in accordance with applicable best practices and shall be handled and disposed of in accordance with applicable laws and regulations.

17. Permits and Licenses. 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.

18. Compliance with Laws. The Contractor shall comply with all federal, state, county, town, village and other applicable laws, ordinances, rules, and regulations, (together, "regulations") and all orders and rules of any duly constituted authorities affecting the Property or bearing on the performance of the Work. Such compliance shall include, but is not limited to, compliance with environmental laws and regulations and locally accepted construction practices and compliance with regulations regarding lead-based paint, asbestos containing material and other environmental and health risks.

19. Stormwater Management and Erosion Control. The Contractor shall comply with the New York State Department of Environmental Conservation stormwater management and erosion control regulations and best management practices.

20. 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 issued by an insurance company licensed to do business in the State of New York:

(a) Commercial General Liability ("CGL") coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence/per location and not less than Two Million Dollars (\$2,000,000.00) annual aggregate. If CGL coverage contains a General Aggregate Limit, such General Aggregate Limit shall apply separately to each Property. The Contractor's insurance shall include contractual liability coverage and completed operations coverage with limits of liability not less than Two Million Dollars (\$2,000,000.00) aggregate. The deductible amount for the CGL coverage shall not exceed \$10,000.00. CGL coverage shall be written on an "occurrence" basis with coverage as broad as the Insurance Service Office form and no policy provisions may restrict, reduce, limit or otherwise impair contractual liability coverage or the Land Bank's status as additional insured. The Contractor's policy shall not contain any exclusion for New York Labor Law injury to any employees, whether employed by the Contractor or a subcontractor, or any other person performing any portion of the Work.

(b) Comprehensive Automobile Liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per accident.

(c) Commercial Liability Umbrella coverage with limits of liability not less than Two Million Dollars (\$2,000,000.00).

(d) Workers' Compensation and Employers' Liability in form and amounts required by law.

(e) The Sullivan County Land Bank Corporation, its officers, directors, employees and agents, Enterprise Community Partners, Inc., and Local Initiative Support Coalition shall be named as additional insureds on the policies required by subparagraphs (a), (b), (c) and (g) on a primary and non-contributory basis. The Contractor shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement setting forth the required coverage hereunder prior to entering the Property or commencing any Work, and such policies shall contain an endorsement (i) requiring the carrier to give at least ten days prior notice to the Land Bank of cancellation, suspension or modification of a policy, and (ii) waiving all rights of subrogation against the Land Bank and all other additional insureds and Indemnified Parties. The Land Bank and Enterprise Community Partners, Inc., shall be certificate holders. On all certificates of insurance, the names and addresses of additional insureds and certificate holders shall appear as follows: SULLIVAN COUNTY LAND BANK CORPORATION, 100 North Street, Monticello, New York 12071; ENTERPRISE COMMUNITY PARTNERS, INC., 70 Corporate Center, 11000 Broken Land Parkway, STE 700, Columbia, MD 21044; and LOCAL INITIATIVES SUPPORT CORPORATION, 501 Seventh Avenue, 7th Floor, New York, New York 10018, Attn: Legal Department.

(f) Subcontractors are required to have an unmodified Commercial General Liability policy without limitation with respect to Employers Liability and injury to independent contractors. The Contractor shall have the affirmative duty to ensure that all 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 Subcontractor entering the Property or commencing any Work.

(g) Environmental Pollution Liability Insurance coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence, if the Work involves environmental remediation of any kind.

21. Indemnification by the Contractor. To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the Land Bank, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, fines, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and

property damage (collectively, "Damages") arising, directly or indirectly, from (i) any breach of this Contract by the Contractor, its subcontractors, or their officers, directors, members, servants, agents, representatives, or employees; (ii) any act, omission, conduct or misconduct of the Contractor, its subcontractors, or their officers, directors, members, servants, agents, representatives, or employees; or (iii) the violation or alleged violation of any law, regulation, ordinance or rule by the Contractor, its subcontractors, or their officers, directors, members, servants, agents, representatives or employees. This paragraph shall survive the termination or expiration of this Contract.

22. Independent Contractor Status. In performing the Work, the Contractor is acting as an independent contractor. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent, of employer and employee, or of partnership or of joint venture between the parties hereto.

23. Subcontractual Relations. The Contractor shall not contract with a proposed person or entity against whom the Land Bank has made reasonable and timely objection. By written agreement, the Contractor shall require each subcontractor to assume toward the Contractor all of the obligations and responsibilities, including responsibility for safety of the subcontractor's work, which the Contractor, by this Contract, assumes toward the Land Bank. Each subcontract agreement shall preserve and protect the rights of the Land Bank with respect to the Work to be performed by the subcontractor.

24. Assignment. Neither the Contractor nor the Land Bank may assign this Contract without the prior written consent of the other party. This Contract shall be binding upon the parties and their respective successors and permitted assigns.

25. Miscellaneous Provisions.

(a) This Contract shall be interpreted and enforced in accordance with the laws of the State of New York.

(b) Paragraph headings are inserted for the convenience of the parties and may not be used as a means of interpreting this Contract.

(c) All notices under this Contract shall be in writing and shall be served by personal service, or by certified or registered mail, return receipt requested. Notices by mail shall be addressed to each party at the address set forth in this Contract. Any party may notify the other parties of a different address to which notices shall be sent.

(d) There are and were no verbal or written representations, agreements, or promises pertaining to the subject matter of this Contract not incorporated in writing in this Contract. This Contract supersedes all other agreements, if any, among the parties relating to the subject matter of this Contract.

(e) No modification, amendment, addition to, or termination of this Contract, except in accordance with the specific terms contained herein, shall be valid or enforceable unless in writing and signed by all the parties hereto.

(f) This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(g) Any action or proceeding relating to this Contract will be brought in the Supreme Court of the State of New York in the County of Sullivan. The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

(h) If any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by a party of its obligations under this Contract, the prevailing party shall be entitled to recover all of such party's attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom.

(i) The waiver by any party hereof of any breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach.

(j) If any one or more of the provisions of this Contract shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Contract shall not be affected thereby.

26. Public Authority Provisions

(a) This contract may be cancelled or terminated by the Land Bank without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer of the party providing the goods or services hereunder, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, or (2) refusal of such person to sign a waiver of immunity against subsequent criminal prosecution, or (3) refusal of such person to answer any relevant question with respect to such transaction or contract. Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal.

(b) By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party

thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state Finance Law.

(c) All purchase contracts for supplies, material or equipment involving an estimated expenditure in excess of fifty thousand dollars shall require with respect to materials, supplies and equipment made of, fabricated from, or containing steel components, that such steel components be produced or made in whole or substantial part in the United States, its territories or possessions. The provisions of this paragraph shall not apply to motor vehicles and automobile equipment assembled in Canada in conformity with the United States-Canadian trade agreements known as the "Automotive Products Trade Act of 1965" or any amendments thereto. All contracts in excess of one hundred thousand dollars for the construction, reconstruction, alteration, repair, maintenance or improvement of public works shall require that all structural steel, reinforcing steel or other major steel items to be incorporated in the work of the contract shall be produced or made in whole or substantial part in the United States, its territories or possessions. The provisions of this section shall not apply if the governing board or body of such public authority, in its discretion, determines that such provisions would result in unreasonable costs or that such steel products or steel components cannot be produced or made in the United States in sufficient and reasonably available quantities or of satisfactory quality or design.

(d) 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 his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement with any other bidder or with any competitor; and

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be 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.

27. Executive Law Provisions. For any contract in excess of \$25,000 for services rendered to the Land Bank, the Contractor shall comply with the requirements of state Executive Law §312. Without limiting the foregoing, the Contractor shall comply with the following provisions:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital

status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) At the request of the Land Bank, the Contractor shall request each employment agency, labor union, or authorized representative of understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

28. Enterprise Grant Agreement Provisions.

(a) The Contractor and Subcontractors shall not in their activities or operations in connection with this Contract discriminate 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. The Contractor and Subcontractors shall not use any Contract compensation paid by the Land Bank 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 thereunder.

(b) The Contractor shall not make any disbursements to its Subcontractors without a duly executed contract, invoices, receipts or other appropriate supporting documentation evidencing such Subcontractor's work and services.

(c) The Contractor agrees that all proceeds received from the Land Bank 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 proceeds received from the Land Bank, 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, the 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>.

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

- (1) 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
- (2) 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
- (3) 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.

(d) The 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, the 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 Land Bank employee, contractor or agent) to improperly obtain, retain, or direct business or any improper advantage for or to any person.

(e) The Contractor shall not use any funds disbursed to it under this Contract 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.

(f) In addition to and not in lieu of any requirement of this Contract, the Contractor shall meet the following minimum criteria and Contractor represents that it meets such criteria:

- Be legally licensed in governing jurisdiction(s), if required.
- 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

(g) Contractor (1) acknowledges that the Land Bank is prohibited by its Grant Funding Agreement with Enterprise Community Partners, Inc., from using any such grant fund to pay a contractor which has a recent history of any of the following; (2) represents that Contractor does not have a recent history of any of the following; and (3) agrees that Contractor shall not subcontract with any Subcontractor if such Subcontractor has a recent history of any 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

(h) Contractor's subcontracts with Subcontractors shall require all Subcontractors to comply with all the performance obligations and other requirements set forth in this Section 28.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

Sullivan County Land Bank Corporation

Contractor

By: _____
Title:

By: _____
Title:

SCHEDULE A PROPERTIES

Properties to be demolished will include:

Monticello Manor located at 15 High Street in the Village of Monticello, Sullivan County, New York 12701 (Tax Map Number 107.-1-11.1). Alternative site address is known as 17 Monticello Manor Drive, in the Village of Monticello, Sullivan County, New York.

* The Land Bank requests that the contractor obtain a waiver so that this can be a controlled demolition rather than asbestos remediation and demolition.

SCHEDULE B SCOPE OF WORK

- The Contractor will provide the Land Bank with at least twenty-four (24) hours' notice prior to commencing the Work.
- The Contractor will obtain any and all permits necessary.
- The Contractor will provide before and after time/date stamped photos.
- 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 and capped (as necessary) before commencing any Work.
- The Contractor will arrange for a licensed plumber to properly cap off all sewer and water connections and protect, stabilize, and mark such connections before commencing any Work.
- The Contractor will provide the Land Bank with all bills of lading, dump tickets for all hazardous and non-hazardous waste.
- The Contractor will demolish all buildings, as outlined in the Bid Specifications.
- The Contractor will completely remove all construction materials from the Property. The Contractor will arrange for transportation of the construction materials to lawful disposal, storage, or recycling locations, as necessary.
- The Contractor will leave foundations in place and protect any open pits. 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 concrete or stone.
- **The Contractor must contact the Land Bank for inspection before completing work.**
- The Contractor will exercise caution so as to not to damage any other structures, features, or tanks on the Property.
- **The Contractor must contact the Land Bank for a Final Inspection.**

The Contractor must provide the following information along with their Invoice for each property:

- Demolition Certificate of Completion issued by Code Enforcement,
- Plumbing Certificate of Approval for closed-out sewer cap permits issued by the agency with jurisdiction.
- Written clearance from Dig Safe and National Grid,
- Bill of lading,
- Dump tickets for all hazardous and non-hazardous waste,
- Before and after photos of site,
- Affidavit of Final Waiver of Claims and Liens.

In addition, the Land Bank will not issue payment until Land Bank staff have completed a final inspection and approved of all Work required to be completed by the Contractor.