HERKIMER COUNTY LAND BANK
"Revitalizing Herkimer County One Property at a Time"

109 Mary Street, Suite 1310, Herkimer, New York 13350
Tel: 315-867-1650
Fax: 315-867-1651
Email: hclb@herkimercountyny.gov

NOTICE TO BIDDERS

Request for Proposal (RFP)

Demolition of Herkimer County Land Bank Structure

June 19, 2025

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I. Directions for Bid Submission

HERKIMER COUNTY LAND BANK
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1. **<u>On an envelope</u>** containing the **sealed bid:**

   a. <u>In the FRONT</u> upper left corner: Print or type your company's name and address:

   b. <u>In the front middle</u> print or type the Land Bank address: **Herkimer County Land Bank**
   109 Mary Street, Suite 2419
   Attn: Kimberlee Enea
   Herkimer, New York 13350

   c. <u>On the Back</u> Write or Type: **HCLB Demolition Sealed Bid**

   d. Mail or drop off the sealed bid to the Land Bank Treasurer, Kimberlee Enea at the above address.

2. The successful bidder may be required to submit a performance bond or certified check in the amount of 100% of the bid price. The bidder will be notified if a performance bond will be required. If a performance bond is required it will be due in the office of the Land Bank within 14 days of receipt of the award letter and will be returned upon completion and acceptance of the project.

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

4. Hold Harmless Agreement shall accompany each bid.

5. The successful bidder shall secure and maintain at his / her own expense insurance coverage as specified in "Appendix C: Insurance Requirements". Proof of required insurance coverage shall be provided to the Land Bank at least fourteen (14) calendar days prior to commencing work.

6. The Herkimer County Land Bank Corporation will receive sealed bids until 3pm, Friday, September 4, 2026. Sealed Bids will be opened on Tuesday September 8, 2026 at 9:00am at the Herkimer County Office Building, 109 Mary Street, Room 310, Herkimer New York 13350.

7. Bids received after the specified received date and time (September 4, 2026 by 3pm) **<u>will NOT</u>** be considered. Please take note when mailing in bids to ensure they arrive on time. If you are unsure of mailing and it being received on time, we encourage you to drop the bid off in person.

8. Bid specifications (included in this packet) may also be obtained online at herkimercountylandbank.org or in person at the Land Bank office 320 North Main Street, Suite 3500, Herkimer New York 13350.

9. To be considered, **formal bids must be** submitted on Herkimer County Land Bank bid submission forms.

10. All Proposals shall remain valid for 90 days after bid opening, unless hereinafter modified.

11. Herkimer County Land Bank reserves the right to reject any or all bids as well as may award bid(s) they determine to be in the best for the project and in the best interest of the Land Bank.

12. All Demolition projects must be completed by December 31, 2026.

<u>Unsealed or incomplete bid packets will be rejected.</u>

II. Project Description - Demolition of listed Structure(s) in Herkimer County:

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- 386 West Main Street, Little Falls, New York 13365 – Tax Parcel # 120.25-5-60

1. Herkimer County Land Bank is seeking bid proposals from experienced and qualified demolition contractors to demolish and remove a Land Bank owned structure at the above listed addresses. Demolition activities shall be at an expense to the Herkimer County Land Bank for demolition, removal and proper disposal of debris, and proper fill, grading and seeding of the site.

2. The Demolition Contractor shall be responsible for the demolition, removal and proper disposal of the above referenced structure using tools, labor, vehicles, equipment and containers suitable for the project and to leave the site in a safe, clean, level, graded and compacted condition.

3. The structures listed for demolition has been deemed an unsafe structure by the local authority having jurisdiction (Codes Enforcement Official) and will be required to be taken down unabated, as is.

4. Herkimer County Land Bank will provide independent air monitoring services for this project. The Demolition Contractor shall make arrangements with the air monitoring contractor concerning coordination of the demolition.

5. It is the responsibility of the bidder to inspect the site prior to submitting their bid. Arrangements for an accompanied site visit, if desired, may be made by calling the Herkimer County Land Bank at 315-867-1650, attention: Mike Edwards.

6. Entry into the structure is prohibited until bids are awarded for safety, health, and liability reasons. An acceptation may be granted with a signed waiver of liability to entry as well as a Land Bank representative being present.

III. SCOPE OF WORK

The Contractor is responsible for all labor, materials, equipment, supplies, and incidentals as necessary and required to complete the work of outlined below.

a. The Contractor will provide the Land Bank and Local Codes Enforcement Official, with at least 3 days' notice (72 hours), prior to commencing the Work. A written authorization to proceed, shall be signed by the contractor, codes official and land bank representative prior to the start of the demolition.

b. The Contractor shall obtain and make all notifications, 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 codes' enforcement, municipal agencies and any other authorities having jurisdiction.

c. The Contractor shall comply with all federal, state, county, city, town and other applicable laws, ordinances, rules, and regulations and all orders and rules of any duly constituted authorities affecting the Property or bearing on the performance of the work. This includes but is not limited to 12 NYCRR Part 56-11.5 and all applicable storm water regulations.

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d. The Contractor agrees and shall comply with the attached Soil Management Plan.

e. **The Contractor will provide before and after time/dated photos of sidewalk, roadway and property.**

f. The Contractor will contact Dig Safely NY prior to beginning any excavation at the Property.

g. The Contractor will confirm that all utilities (including but not limited to: electric, gas, sewer and water) are disconnected before commencing any work.

h. The Contractor will properly cap off all sewer connections and protect, stabilize, and mark such connections before commencing any Work. **Photo verification of cap off is required.**

i. The Contractor will confirm that the water service has been shut off/disconnected and all local requirements have been met.

j. The Contractor will demolish all buildings, structures, and driveways on, in, or upon the Property unless otherwise agreed upon in writing by the Land Bank.

k. The Contractor will provide the Land Bank with copies of all bills of lading, dump tickets, waste manifests for all regulated waste, universal waste, hazardous and non-hazardous waste, and construction debris.

l. The Contractor will completely remove all construction materials and any contents of the demolished structures from the Property. The Contractor will arrange for transportation of the construction materials and any contents of the demolished structures to lawful disposal, storage locations, as necessary and in accordance with all DOT requirements.

m. The Contractor will fill the foundation pit with appropriate gravel materials. The foundation pit shall be filled with approved material of source not larger than 12 cubic inches up to two feet below grade. Clean dirt fill shall be placed above, any rocks contained can be no larger than four cubic inches. The foundation pit **shall not** be filled with debris. Any proposed fill must be approved in advance by the Land Bank or codes official. Fill cannot include organic materials that will decompose and settle. Fill cannot include construction debris other than clean non-asbestos containing/encapsulated/contaminated concrete or stone. Any modification must be approved, in writing by the Land Bank.

n. Foundation walls must be removed to three feet below grade unless otherwise agreed upon in writing by the Land Bank. The Contractor must ensure that basement floors are broken up to allow for drainage. Any modification must be approved by the Land Bank.

o. The Contractor must contact the Land Bank and Local Codes Enforcement Official for inspection and written approval before filling the foundation pit.

p. The Contractor will finish grade the land on the property so that there is no standing water on the property or adverse drainage impacts to adjacent property. The Contractor will add all required topsoil and will ensure that the property is free of rocks and other items that would prevent grass growth. The Contractor must ensure that there is a minimum of 4" of clean topsoil free of any stones large enough to impede grass growth or that might damage or be thrown by a lawnmower covering the whole site.

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q. The Contractor must contact the Land Bank or codes official for inspection and approval before proceeding with manual seeding and/or hydroseeding.

r. Grading/Seeding must be completed within 30 days of completed demolition

s. The Contractor will exercise caution so as to not to damage any pedestrian sidewalk. If a sidewalk is damaged, the Contractor **must repair or replace** the damaged portion in a timely manner and prior to the completion date.

t. Protections: Provide and maintain temporary barricades and other forms of protection as required to protect owner's personnel and general public from injury due to demolition work. Provide and maintain protective measures as required to maintain free and safe passage of general public to and from occupied portions of other properties. Remove protections at completion of work.

u. Traffic: demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

v. The Contractor must contact the Land Bank and local Codes Enforcement official for a Final Inspection.

IV. Special Conditions

The CONTRACTOR, where applicable, must provide the following submittals:

1. Insurance Certificate(s) Actual Policies in accordance with the contract for review by Owner's attorney. This information shall also be submitted for any/all Sub Contractors prior to the start of their work.

2. List of Sub Contractors and related insurance certificates and actual policies.

3. Contractor's Equipment List.

4. Total quantity of scheduled workdays.

5. Quantity and time periods of shifts within respective workdays.

6. Total size of workforce.

7. Fire Emergency Plan specific to project and site.

8. Demolished Site Clearing Submittal: Fill Material, Topsoil, Dig Safely Notifications and Responses, Utility Company and Municipal Disconnect Statements, Seed and Fertilizer, Photographs - Pre- Existing Damages, Photographs - Utility Lines Plugged/Capped, Disposal Receipts and Manifests.

Other Conditions:

The successful bidder shall perform in accordance with all applicable Federal, State and Local Laws, rules and regulations. All statutory provisions applicable to this project are hereby incorporated by reference. The successful

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bidder is also responsible for obtaining all applicable permits and licenses and shall be solely responsible for paying any fines or penalties incurred during the performance of this project.

1. The successful bidder will cooperate with the independent air monitoring contractor that is being performed on the property. No demolition activities shall begin until the air monitoring contractor is set up and in place.

2. If the structure is located in areas of high vehicle and pedestrian traffic the local authority having jurisdiction must be notified. No Sunday or late evening work shall be permitted. If the project demands street closure, all area residents shall be made aware of the closing and at the end of each work day the road shall be cleared and open for use. All emergency agencies shall be notified and an agreement in place in case access is required. Demolition project schedules project shall be approved in advance by the Herkimer County Land Bank and the Local Codes Enforcement Official.

3. The successful bidder shall be responsible for, and assume, all responsibility for all safety signage, barricades, locks etc. to secure the work site and structure(s) from entry by unauthorized persons or vehicles at the onset and duration of demolition activities.

V. General Conditions:

1. Insurance: The successful bidder shall secure and maintain at his / her own expense insurance coverage as specified in "Contractor Insurance Requirements", contained herein. The Bidder shall provide a certificate of insurance naming Herkimer County Land Bank Corporation and Housing Trust Fund Corporation as additional insured as well as stating that the Herkimer County Land Bank Corporation be given thirty (30) days' notice prior to non-renewal of, or cancellation of, policies.

2. Non-Collusive Bidding Statement: The Contractor shall submit a signed and dated Non-Collusive Bidding Statement with its bid which is included in this bid document. Said certificate is mandated by Section 103-d of the General Municipal Law.

3. Hold Harmless Form: The contractor shall submit a signed and dated Hold Harmless Form with its bid which is included in this bid document. Successful bidder agrees to the fullest extent permitted by law, to indemnify, hold harmless and defend the Herkimer County Land Bank, its agents, employees or any person against loss or expense, including attorney's fees, by reason of liability imposed by law upon the Land Bank, except in cases of the Land Bank's negligence, for damage because of bodily injury, including death at any time resulting therefrom sustained by any person or persons, or on account of damage to property arising out of, or in consequence of, the performance of this contract.

4. Assignment: The successful bidder shall not assign, transfer sublet or otherwise dispose of the contract, or its right title or interest, or its power to execute the same to any person or corporation without the previous consent, in writing, of the Herkimer County Land Bank. An assignment of the contract shall not relieve the assignor of his obligations hereunder. In the event of assignments, all provisions herein shall be binding upon the inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the original contract.

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5. Late Bids: Contractors shall bear sole responsibility for the delivery of their bid in a timely manner. Any bid received past the submission deadline date will not be accepted.

6. Governing Law: The terms of this contract shall be governed pursuant to the laws of New York State, Herkimer County, and the municipality where the work is performed.

7. Reliance upon the U.S. Postal Service or other carriers is at the contractor's risk. Bids MUST be received at the Land Bank office by the specified deadline. Late bids will not be considered.

8. The Herkimer County Land Bank reserves as its right, the right to require clarification from the contractor for the purpose of assuring a full understanding of the contractor's responsiveness to the solicitation requirements.

9. The Herkimer County Land Bank reserves as its right, the right to accept or reject any and all bids (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).

10. Contractor's Failure to Comply: The contractor's failure to perform in compliance with the bid award shall result in withholding of payment. The payment shall be withheld until such times as the contractor fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of the Herkimer County Land Bank. Such action would not necessarily preclude further initiatives on the part of Herkimer County Land Bank to protect and preserve its interest.

11. Preparation of Bid Documents: Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:

a. All submissions shall be clearly written, legible, and completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.) Illegible entries may be rejected.

b. All forms requiring the contractor's signature shall be signed by the contractor or the contractor's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.

c. The contractor shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.

d. All bids shall be firm for a period of up to forty-five (90) days from the bid opening date; during which time the Land Bank shall render its decision.

12. Each vendor/contractor bears sole responsibility for acquisition of bid documents. Requests for bid documents to be forwarded are neither a guarantee nor an incurred obligation on the part of the Herkimer County Land Bank to ensure vendors/contractors requested receipt of bid documents, timely or otherwise.

13. Receipt of these documents, unsolicited or otherwise, shall not be construed a predetermination of a vendor's/contractor's qualifications to receive a contract award. Nor shall receipt of these documents be interpreted an endorsement that the vendor's/contractor's equipment, materials, products, and/or services are in compliance with the bid specifications.

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14. Examination, Interpretation, Correction of Bid Documents: Each vendor shall examine all bid documents and judge all matters relating to the adequacy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Land Bank. The Land Bank shall not be responsible for oral interpretations given by any officer, representative or others. The issuance of written addendum/addenda is the only official method whereby clarification or additional information can be given.

15. Demolition project must be completed by Thursday December 31, 2026.

VI. Acknowledgment of Project Specifications

THE UNDERSIGNED PROPOSES TO PROVIDE SAID SERVICES required by the Herkimer County Land Bank as set forth in the enclosed request for proposal. The successful bidder shall be obligated to furnish said services at the price set forth in this bid.

Sufficient information must be submitted with your bid to allow the Herkimer County Land Bank to determine if the product/service is acceptable and meets the needs of the Herkimer County Land Bank. Final determination shall be made by the Land Bank.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Tax I.D. No.: _____

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Signature: _____

Printed Name: _____

Title: _____ Date: _____

Telephone number: (_____) _____ Fax number: (_____) _____

Email: _____

VII. Bid Sheet

Herkimer County Land Bank Bid Proposal for Demolition of:

Project Location	**Bid Price**	**Days to Complete**
386 West Main Street, Little Falls New York	$_____	_____

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VII. Authorization

The undersigned having a principal place of business as indicated above, agrees to furnish the Herkimer County Land Bank the services listed at the price (bid) herein stated, in accordance with the specifications and conditions annexed hereto.

Authorized signature: _____

Typed or Printed Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me this;

_____day of _____20_____.

_____

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Appendix A: Non-Collusive Bidding Statement

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

1. The prices in this bid/proposal have been arrived at independently without collusion consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this package have not been knowingly disclosed by the bidder/proposer prior to the opening, directly or indirectly, to another bidder/proposer or o any competitor; and

3. No attempt has been made or will be made by the bidder proposer to induce any t other person partnership, or cooperation to submit or not to submit a bid/proposal for purpose of restricting competition.

Name of Bidder:_____

Signature: _____

Title: _____

Date: _____

FEIN: _____

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Appendix B: Hold Harmless Agreement

"Hold Harmless Agreement" is required from each contractor engaged on the behalf of the Herkimer County Land Bank. A separate agreement is required by subcontractors engaged in any portion of the contracted work.

A. Indemnification and Hold Harmless:

To the fullest extent permitted by law,_____agrees at its own cost to defend, indemnify and hold harmless The Herkimer County Land Bank Corporation, its officers, agents, representatives, managers, employees and affiliates from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable attorney fees and legal expenses and costs arising in whole or in part and in any manner from the acts, omissions, breach or default of any contractor or subcontractor. This agreement is continuous until terminated by either parity with written notice.

B. Insurance:

_____, hereby agrees that it will obtain and keep in force an insurance policy/policy to cover its liability hereunder and to defend and save harmless the Herkimer County Land Bank, its officers, agents, representatives, managers, employees and affiliates and carry:

i. Commercial General Liability Insurance in amounts not less than $1,000,000 per occurrence/per location, $2,000,000 in annual aggregate, and $2,000,000 products/completed operations aggregate.

ii. Commercial Auto Insurance in amounts not less than $1,000,000

iii. Workers' Compensation and Disability Insurance in amounts complying with industry standards for the work being conducted and to the full statutory limits.

iv. Environmental Liability Insurance with a $1,000,000 limit to new construction projects or demolition.

The undersigned agrees to all of the conditions of this agreement and will furnish the Herkimer County Land Bank Corporation certificates of insurance evidencing that the aforesaid insurance coverage is in force.

Authorized Signature: _____

Typed or Printed Name:_____

Title: _____ Date: _____

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Notary:

Subscribed and sworn to before me this;

_____day of _____20_____.

_____

Appendix C: Insurance Requirements

All Subcontractors must carry Commercial General Liability Insurance in amounts not less than $1,000,000 per occurrence/per location, $2,000,000 in the annual aggregate, and $2,000,000 products/completed operations aggregate.

All Subcontractors must carry Commercial Auto Insurance in amounts not less than $1,000,000

All Subcontractors must carry Workers' Compensation & Disability Insurance in amounts complying with industry standards for the type of work that the Subcontractor is conducting.

If the Subcontractor will be involved in any environmental remediation of any kind, the Subcontractor must have Environmental Pollution Liability Insurance with a $1,000,000 limit to new construction projects or demolition.

ATTENTION:

Before submitting your bid/proposal please ensure you have the following documents with your sealed bid/ proposal.

1. Signed W9 form
2. Insurance Certificate- with Herkimer County Land Bank Corporation, The State of New York, Housing Trust Fund Corporation named as additional insured.
3. Hold Harmless statement

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4. Non-Collusive Bidding Statement

Appendix D: Pages 16-21

Soil Management Plan

Proposed Projects: Controlled Demolitions

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1. Purpose

The purpose of this Soil Management Plan ("SMP" or "Plan") is to address appropriate protection and response relative to potential exposure to contaminated soil and debris ("Impacted Material") at various projects across New York State. The SMP addresses the pathways of potential exposure of construction workers, as well as future site occupants. This SMP should be implemented when contaminated soil or debris is identified during a project. For the purpose of the SMP, *contaminated soil or debris* means soil or debris that exhibits physical evidence of impacts such as petroleum or chemical odors, staining, or sheens.

This SMP was developed to provide protocols for managing impacted material, should it be encountered during construction activities. This plan establishes goals, procedures, and appropriate response actions to be used by the Herkimer County Land Bank (HCLB) and contractor personnel for handling and disposal of affected material.

2. Applicability

Contractors will monitor soil excavated / disturbed during a project, and if physical impacts of petroleum or chemical contamination are observed (odors, staining, or sheens), they will immediately notify HCLB and this SMP will be implemented. Typical projects that could require implementation of the SMP includes but is not limited to: building demolition, infilling basements, general building renovations, basement / foundation repairs, and porch foundation repairs.

This Plan is designed to address soil and debris impacted by petroleum products or chemicals. It is not designed to address items such as historic fill material or asbestos-containing materials.

3. Potential Exposure Routes

a. Soil Exposure Routes

Depending on the nature and scope of a project, there will typically be three routes of potential exposure:

1. Inhalation via vapors or particulates
   o Prevention against inhalation of petroleum or chemical vapors will be addressed as described in Section 4.i.

   o Prevention against inhalation of particulates will be addressed as described in Section 4.ii.
2. Accidental ingestion
   o Workers are not allowed to eat or drink within a contaminated materials work area.
3. Dermal contact - Workers will wear standard Level D personal protective equipment (PPE), including long sleeve shirts and gloves to prevent contact. If the impacted material is present within the vadose zone (unsaturated zone of soil), the exposure route for future occupants of the site will be eliminated via the removal of the contaminated soil.

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4. Controls to Prevent Exposure

a. Notification of Management

In the event of the discovery of impacted material the contractor will immediately notify:

Michael Edwards

Executive Director

Herkimer County Land Bank

109 Mary Street, Suite 1310

Herkimer, New York 13350

315-867-1650

HCLB will provide direction to the contractor, hire an environmental consultant and / or environmental contractor, and notify the New York State Department of Environmental Conservation (NYSDEC) if needed. The environmental consultant or contractor will employ staff who meet the definition of Environmental Professional (EP) per the current ASTM Phase I Environmental Site Assessment (ESA) or Phase II ESA standard.

b. Activities Involving Soil Disturbance

i. Soil Screening

If the contractor identifies contaminated material, HCLB will retain the services of a qualified environmental consultant and / or contractor. They will visit the site to perform visual, olfactory and instrument-based soil screening with a photoionization detector (PID). If screening indicates petroleum or chemical vapors producing prolonged concentrations of 15 parts per million (ppm) or more of VOVs in the work zone, workers with appropriate environmental training (e.g. 40 hour HAZWOPER) will don the appropriate PPE to continue the work.

Soils will be segregated based on screening results into material that requires off-site disposal, material that requires testing, and material that can be returned to the subsurface.

ii. Dust Control

If contaminated material is identified, dust management will include one or more of the items listed below.

- Minimizing the size of open excavations.
- Spreading and wetting of mulch or straw.

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- Dust suppression via a water truck or hose.
- Applying gravel to create temporary roadways.

iii. Soil Stockpiling and Stormwater Pollution Prevention

If contaminated material stockpiles are created, one or more of the following BMPs will be implemented, as necessary:

- Soil stockpiles will be continuously encircled with a berm and/or silt fence. Stockpiles will be kept covered at all times with appropriately anchored tarps. Stockpiles will be routinely inspected and damaged tarp covers will be promptly replaced. Stockpiles will be inspected at a minimum once each week and after every storm event. Results of inspections will be recorded in a logbook and maintained at the Site.
- Silt fence will be used as needed near catch basins, surface waters and other discharge points.
- Barriers and hay bale checks will be installed and inspected regularly and after every storm event. Results of inspections will be recorded in a logbook and maintained at the Site. All necessary repairs shall be made immediately. Accumulated sediments will be removed as required to keep the barrier and hay bale check functional. All undercutting or erosion of the silt fence toe anchor shall be repaired immediately with appropriate backfill materials. Manufacturer's recommendations will be followed for replacing silt fencing damaged due to weathering.
- Silt fencing will be installed around the entire perimeter of the construction area.
- Erosion and sediment control measures identified in the SMP shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. If the NYSDEC requires a Construction Stormwater Pollution Prevention Plan (SWPPP) for the project, the requirements in the SWPPP will supersede the above.

iv. Odor Control

If needed, the following odor control BMPs are capable of controlling emissions of nuisance odors off-site. If nuisance odors are identified at the site boundary, or if odor complaints are received, work will be halted and the source of odors will be identified and corrected. Work will not resume until all nuisance odors have been abated.

Practicable measures will be employed to prevent on- and off-site nuisances. At a minimum, these measures will include: (a) limiting the area of open excavations and size of soil stockpiles; (b) shrouding open excavations with tarps and other covers; and (c) using foams to cover exposed odorous soils; if odors develop and cannot be otherwise controlled, additional means to eliminate odor nuisances will include: (d) direct load-out of soils to trucks for off-site disposal; (e) use of chemical odorants in spray or misting systems; and, (f) use of staff to monitor odors in surrounding neighborhoods.

109 Mary Street, Suite 1310, Herkimer, New York 13350
Tel: 315-867-1650
Fax: 315-867-1651
Email: hclb@herkimercountyny.gov

If nuisance odors develop during intrusive work that cannot be corrected, or where the control of nuisance odors cannot otherwise be achieved due to on-site conditions or close proximity to sensitive receptors, odor control will be achieved by sheltering the excavation and handling areas in a temporary containment structure equipped with appropriate air venting/filtering systems.

v. Disposal

Contaminated material will be transported and disposed of at a facility permitted with NYSDEC (Part 360 facility). Waste haulers will have a current NYSDEC Part 364 permit.

The following documentation will be maintained: waste profiles, test results, facility acceptance letters, manifests, bills of lading and facility receipts.

c. Activities Involving Groundwater

i. Dewatering

Dewatering effluent may require permitting, special handling and / or pretreatment prior to discharge to a city sewer or waters of the State. All liquids to be discharged / removed from the Site, including excavation dewatering, will be handled, transported and disposed in accordance with applicable local, State, and Federal regulations.

5. Contingency Plan

If underground tanks or other unidentified contaminant sources are found during subsurface excavations or construction, excavation activities will be suspended until sufficient equipment is mobilized to address the condition.

Sampling will be performed on product, sediment and surrounding soils, etc. as necessary to determine the nature of the material and proper disposal method. Chemical analysis will be performed for a full list of analytes (TAL metals; TCL volatiles and semi-volatiles, TCL pesticides and PCBs), unless the Site history and previous sampling results provide a sufficient justification to limit the list of analytes. In this case, a reduced list of analytes will be proposed to the NYSDEC for approval prior to sampling. Reportable presence of petroleum product will be reported to the NYSDEC spills hotline. These findings will be documented, maintained on site and will be available for NYSDEC review.

6. Notification

In the event that impacted material, or a condition described under "Contingency Plan" is discovered, notification to the NYSDEC is required. Regulations require that the owner or person who discovered the spill is required to report. HCLB will obtain the spill information from the party who discovered the spill and HCLB or a designated representative will notify NYSDEC within two hours. HCLB will record the following information in preparation of the spill report:

- The date and time of the spill

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- The product spilled
- The amount spill and recovered
- Summary of spill response or remediation
- Media impacted (e.g. soil, water, air, etc.)
- Persons injured or sick

The following information will also be considered as it is critical for the NYSDEC to determine the level of remedial response needed:

- A detailed description of the work being / to be performed, including the location and areal extent
- Plans for additional site excavation and re-grading
- Intrusive elements or utilities installed / to be installed

Other specific roles and responsibilities associated with this SMP are presented in the following table.

ROLES AND RESPONSIBILITIES

Role	Responsibilities
HCLB	• Provide, that sufficient resources are allocated for the implementation of this SMP • Authorize the implementation of specific management measures to minimize soil impacts in accordance with this plan • Ensure that the outcomes of monitoring are systematically evaluated as part of ongoing construction planning • Ensure that all reporting requirements are met
Contractor	• Undertake construction activities in a manner that is consistent with this plan • Ensure that all erosion and sedimentation controls are in place and effective

Additional Information:

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