



Cohoes Industrial Development Agency (CIDA)
Request for Proposals (RFP)

Hazardous Materials Survey for
178-180 Ontario Street Cohoes, NY 12047
&
Phase I and II Environmental Assessment for
222,226, and 230 Remsen Street Cohoes, NY 12047

ISSUED: May 9th, 2022
PROPOSALS DUE: 4:00 P.M. June 2nd, 2022.

City of Cohoes
(Cohoes City Hall)
97 Mohawk Street
Cohoes, NY12047



INTRODUCTION

The Cohoes Industrial Development Agency (“CIDA”) is seeking proposals for a Hazardous Materials Survey and Phase I & II Environmental Site Assessment (“Phase I & II ESA”) of the following properties (“Sites”):

RFP Response #1 (Hazardous Materials Survey)

- 178 Ontario Street Cohoes, NY 12047; and
- 180 Ontario Street Cohoes, NY 12047

RFP Response #2 (Phases I and II ESA)

- 222 Remsen Street Cohoes, NY 12047;
- 226 Remsen Street Cohoes, NY 12047; and
- 230 Remsen Street Cohoes, NY 12047

The objective for the Hazardous Materials Survey for 178-180 Ontario Street is to identify interior asbestos, lead, and universal waste items which will need to be addressed prior to their demolition of on-Site buildings and the estimated cost of removal for any identified hazardous materials as part of an overall estimated cost of demolition.

The objective for the Phase I and II ESAs for 222, 226, and 230 Remsen Street is to assess the full nature and scope of the extent of building, soil and groundwater contamination at the Sites and the associated clean-up costs. The Phase II ESA must provide the CIDA with complete understanding of the environmental conditions at the Sites.

Additionally, the Phase II ESAs must identify and propose remedial alternatives along with cost estimates for remediating the Sites to 1) residential, 2) commercial and/or a mix thereof as well as a separate cost estimate for the removal and disposal of asbestos, lead and other hazardous materials prior to demolition of existing structures on the Sites.

SCOPE OF WORK FOR 178-180 Ontario Street

- Preparation of Hazardous Materials Survey Plan:** The consultant shall prepare Hazardous Materials Survey plan, (“HMS Plan”) for review and approval by the CIDA, in order to identify interior asbestos, lead, and universal waste items which will need to be addressed prior to their demolition of on-Site buildings. This information will be made available to the selected consultant. No field work shall commence prior to CIDA approval of the HMS Plan.
- Hazardous Materials Survey Report:** The Consultant will prepare a report of the findings of the Hazardous Materials Survey should be prepared and forwarded to the CIDA in draft format for review and approval. The report must include a description of the field activities, analytical results, findings and conclusions. This Hazardous Materials Survey Report shall include a cost estimate for the removal and disposal of asbestos, lead and other hazardous materials from on-site structures prior to their demolition.



SCOPE OF WORK FOR 222, 226, and 230 Remsen Street

- A. **Conduct Records Review:** Review and evaluate the Phase I ESA Report and all relevant records regarding the environmental conditions at the Site, including those relating to the storage, handling, disposal and/or release of hazardous substances and petroleum products at and in the immediate vicinity of the Site. To the extent necessary, the consultant shall submit FOIL requests to appropriate State and local agencies for such records.
- B. **Preparation of Phase II ESA Work Plan:** After completion of the review and evaluation of relevant documentation the consultant shall prepare a Phase II ESA work plan (“Work Plan”), for review and approval by the CIDA. No field work shall commence prior to CIDA approval of the Work Plan.

The Work Plan shall include, but not be limited to, the following elements:

Geophysical Assessment: Site history suggests the potential for underground storage tanks (USTs) and/or the remnants of the UST systems and for buried utilities or other artifacts with associated potential environmental issues. The objective of this Geophysical Assessment is to determine the presence or absence and location of any such feature areas “in order to assist in the selection of boring locations at the Site.

Sampling, Analysis and Monitoring Plan (SAMP): The consultant shall prepare a SAMP identifying specific testing to be performed. Sampling activities must determine the nature and extent of soil and groundwater contamination at the Site so that the consultant can identify and propose remedial alternatives for the residential or commercial and/or a mix thereof reuse of the Site. The SAMP shall determine if groundwater contamination is migrating onto or off the Site. The SAMP shall include sufficient sampling under the buildings to understand the nature and extent of contamination, if any, which will need to be addressed once the building(s) are demolished.

Required testing includes:

- surficial soil and water samples;
- subsurface soil borings;
- drum sampling (if any were left on the property);
- sampling of dry wells, floor drains and catch basins; and
- testing of underground storage tanks if tanks are found on site.

The SAMP must provide applicable sampling modalities, rationale for location of sample points, criteria for selection of samples to undergo laboratory analysis and identification of laboratory analyses and associated analytical parameters to be used. The analyses must be performed by an Environmental Laboratory Accreditation Program (ELAP)-accredited laboratory.

Soil sample analytical results must be compared to the NYSDEC Guidance noted in 6 NYCRR Part 375 (a) Restricted Residential Soil Clean-Up Objectives (SCOs) and (b) Commercial Use SCOs and (c) Industrial Use SCOs. The groundwater laboratory analysis results must be compared to the appropriate NYSDEC Division of Water Quality’s *Technical and Operational Guidance Series (TOGS 1.1.1, June 1998 as Amended June 2004)*, GA Groundwater Objectives for water samples.



Health & Safety Plan: General preparations and operations will include developing a Health & Safety Plan (HASP) to address the potential hazards associated with drilling and sampling.

Utility Clearance: The environmental consultant will contact Dig Safely New York to obtain underground utility clearances for the site and confirm boring locations are clear.

Drilling And Sampling Protocols: Equipment decontamination, sample collection, field documentation, sample custody and laboratory analyses will be in accordance with methods prescribed by the USEPA and NYSDEC. The field supervisor and field personnel must be OSHA-trained in accordance with 29 CFR 1910.120

Phase II ESA Schedule: The Work Plan shall include a detailed schedule for each component of the Phase II ESA including preparation and submission to the CIDA of a draft and final Phase II Report.

- C. ***Preparation of Hazardous Materials Survey Plan:*** The consultant shall prepare Hazardous Materials Survey plan, (“HMS Plan”) for review and approval by the CIDA, in order to identify interior asbestos, lead, and universal waste items which will need to be addressed prior to their demolition of on-Site buildings. No field work shall commence prior to CIDA approval of the HMS Plan.
- D. ***Completion of Field Work:*** After the Work Plan and HMS Plan are approved by the CIDA the consultant shall conduct and complete the field work according to the approved schedule.
- E. ***Final Phase II ESA Report:*** A report of the findings should be prepared and forwarded to the CIDA in draft format for review and approval. The Phase II Report must include a description of the field activities, analytical results, findings, conclusions and recommendations relative to the environmental conditions at the Site. Supporting figures and tables shall be included with the report. The Phase II Report shall include a section describing possible remedial alternatives and cost estimates for remediating the site to 1) residential, 2) commercial and and/or a mix thereof.
- F. ***Hazardous Materials Survey Report:*** The Consultant will prepare a report of the findings of the Hazardous Materials Survey should be prepared and forwarded to the CIDA in draft format for review and approval. The report must include a description of the field activities, analytical results, findings and conclusions. This Hazardous Materials Survey Report shall include a cost estimate for the removal and disposal of asbestos, lead and other hazardous materials from on-site structures prior to their demolition.

PROPOSAL ORGANIZATION

Cover Letter: The cover letter should highlight any special features of the Proposal, and include the name, phone number and email for a single point of contact within the Consultant’s organization for all phases of the project. The cover letter should be signed by a representative of the Consultant’s company who has the authority to bind the Consultant.



Proposed Staffing: Identify all project team members who will be assigned to the project along with their titles and statement of qualifications. This shall include all sub-consultants. Either the Project Manager or a dedicated review staff person shall be a Qualified Environmental Professional (QEP) as recognized by the USEPA and the NYSDEC. A QEP shall be defined as an individual holding a current professional engineer's or a professional geologist's license or registration issued by the State of New York or another state, and having the equivalent of three years of full-time relevant experience in site investigation and remediation. The field supervisor and field personnel must be OSHA-trained in accordance with 29 CFR 1910.120.

Project Approach and Understanding: Provide a general project approach describing: how the team will meet the objectives and complete the Scope of Work of the RFP; provide a product that is useable for future project phases; meet environmental and regulatory requirements; be cost effective; and, ensure timely completion.

Experience: Describe the overall expertise and experience of the firm and sub-consultants relative to the Scope of Work contained in this RFP. **You must demonstrate that that the primary consultant has undertaken projects of a similar scale and complexity.**

References: Provide references for similar type of work as requested in this RFP, including recent project information, along with contact name and phone number. References should include projects of similar scope and scale.

Schedule: Develop a detailed schedule of work for the tasks required.

Cost: Provide a cost estimate for the scope of work to be performed for both 178-180 Ontario Street and 222,226, and 230 Remsen Street.

INSURANCE REQUIREMENTS

1. Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the CIDA, insurance policies of the kinds and in the amounts provided in the Schedule "A" attached hereto and made a part hereof. The insurance policies shall name the CIDA as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the CIDA.
2. Contractor shall, prior to commencing any of the services outlined herein, furnish the CIDA with Certificates of Insurance and corresponding policy endorsement showing that the requirements of this article have been met, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the CIDA. The Contractor shall also provide the CIDA with updated Certificates of Insurance prior to the expiration of any previously issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the CIDA. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the CIDA may declare this Agreement suspended, discontinued or terminated.
3. All insurance required shall be primary and non-contributing to any insurance maintained by the CIDA. Insurance will include a waiver of subrogation in favor of the CIDA. The Contractor's policy may not contain any exclusion for NY Labor Law, injury to employees or injury to subcontractors. The Contractor shall ensure that any CIDA-approved subcontractors hired also carries insurance with the same limits and provisions provided in



this article and Schedule A. Each CIDA-approved subcontractor shall furnish the CIDA with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such contractor commencing any work.

INDEMNIFICATION

1. To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the CIDA, 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, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, “Damages”) incurred by any Indemnified Party to the extent caused by (i) any breach of this Contract by the Contractor, its contractors, subcontractors, officers, directors, members, servants, agents, representatives, or employees, or (ii) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or omission, or intentional misconduct of the Contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Contract or the Services to be performed hereunder. This paragraph shall survive the termination or expiration of this Contract.

NON_COLLUSIVE CERTIFICATION

By submission of this RFP, 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.

MWBE PROMOTION

It is the policy of the CIDA 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 CIDA’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.



AFFIRMATIVE ACTION

As required by Executive Law § 312, and in compliance with the CIDA's procurement policy, any contractor awarded a procurement contract in excess of \$25,000 for services rendered to the CIDA 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, up gradings, 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

NON-DISCRIMINATION POLICY

1. 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.
2. Contractor shall not discriminate in its activities and operations in connection with this Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Grantee expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.



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

MISCELLANEOUS REQUIREMENTS

1. The CIDA will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
2. The contents of the proposal submitted by the successful firm and this RFP may become part of the contract for these services. The successful firm will be expected to execute said contract with the CIDA.
3. Proposals shall be signed in ink by the individual or authorized principal of the responding party.
4. Proposals submitted shall be valid for a minimum of sixty (60) days from the date of opening.
5. The CIDA reserves the right to reject any and all proposals received or to negotiate separately in any manner necessary to serve the best interests of the CIDA.
6. 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 CIDA.

CONSULTANT SELECTION

Criteria that will be considered in selecting the consultant include, but are not necessarily limited to the following:

- Previous experience with projects of similar scale and complexity;
- Successes in managing and performing Phase I and II ESA's ;
- Experience performing site remediation and closure feasibility assessments, including estimating associated risks and costs;
- Capabilities of staff to be directly assigned to the project; and
- Experience working with federal and state regulatory agencies.

"This institution is an equal opportunity provider, and employer. To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD)"



This RFP is not an offer and does not commit the CIDA to a contract or agreement with any party submitting a response to this RFP. Furthermore, the CIDA is not under any obligation to pay the costs, in whole or in part, incurred during the preparation of a response to this RFP.

Timeline for RFP process

RFP issue date: May 9, 2022

RFP due date: June 2, 2022

Notice of intent to award: June 2022

PROPOSAL DIRECTIONS & REQUIREMENTS

The CIDA will oversee the RFP process and provide updates as necessary during the process. Any RFP related updates should be emailed to the list of participants as documented in the RFP.

In order for a proposal to be evaluated, the following requirements must be met:

1. Proposals must be received by the due date and time established in the "Timeline for RFP Process." Any proposals received after the specified date and time will be disqualified from further evaluation.
2. The proposal must include an estimate for completion of the Scope of Work described in the RFP for:
 - a.) Completion of a Hazardous Materials Survey for 178-180 Ontario Street; and
 - b.) Completion of a Phase I & II ESA for 222,226, and 230 Remsen Street.
3. The proposal must be responsive to the criteria set forth in the RFP.

Failure to meet any of these requirements is grounds for rejecting a proposal. The CIDA reserves the right, at its sole discretion, to accept or reject any or all responses to this RFP or to cancel this RFP in whole or in part. The CIDA further reserves the right to adopt all or any part of the proposal(s) submitted. All proposals shall become the property of the CIDA and may be subject to FOIL requests.

Each Proposer must submit two (2) hard copies of the proposal and (1) electronic copy on a USB drive to:

Joseph Seman-Graves,
CIDA Economic Development Project Manager
97 Mohawk Street
Cohoes, NY 12047

Proposals will be accepted until Friday, June 2, 2022 4:00 pm

Questions are to be submitted via email to:

Joseph Seman-Graves
E-mail: Joe@jsgplanning.com
Phone: 518-233-2130 (O) 518-424-0914 (M)



SCHEDULE A

INSURANCE REQUIREMENTS

The Contractor 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:

- A. Commercial General Liability (ACORD 25 & ACORD 855) coverage with limits of liability not less than:
- One Million Dollars (\$1,000,000.00) per occurrence
 - Two Million Dollars (\$2,000,000.00) annual aggregate
 - Two Million Dollars (\$2,000,000.00) products/completed operations aggregate.

 - Deductible should be no more than \$5,000
 - Must include a list of exclusions
 - No warranties
 - Endorsements must include:
 - Additional Insured including Premises operations and product/Completed Operations
 - Waiver of Subrogation
 - 30 days' notice of cancellation
 -

The CIDA must be named as an additional insured

- B. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than:
- One Million (\$1,000,000) combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
 - Endorsements must include:
 - Waiver of Subrogation
 - 30 days' notice of cancellation

The CIDA must be named as an additional insured

- C. Environmental Pollution Liability
- One Million (\$1,000,000) limit to new construction projects, rehabilitation, abatement, or demolition
 - Waiver of Subrogation
 - 30 days' notice of cancellation



- D. Workers' Compensation and Employers' Liability coverage in form and amounts required by law. Certificate of Insurance (ACORD 25) evidencing the insurance.

The CIDA must be named as an additional insured

For All Insurance Policies:

- Carrier must be rated "A-" or higher in the AM Best Guide with a Financial Size Category of at least VI
- Policy must be current and not expired, and include all endorsements
- Named insureds must be the full legal names as follows:

Cohoes Industrial Development Agency
97 Mohawk Street
Cohoes, New York 12047

The successful bidder shall furnish certificates of insurance to the CIDA 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 CIDA. All insurance required shall be primary and non-contributing to any insurance maintained by the CIDA. All required insurance policies shall provide a waiver of subrogation in favor of the CIDA. The Contractors policy may not contain any exclusion for NY Labor Law, injury to employees or injury to subcontractors. 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 CIDA 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. In addition to the Certificate of insurance (Acord 25) the contractor must provide an (Accord 855) form to the CIDA.