



ADDENDUM NO. 1 - TO CONTRACT DOCUMENTS

PROJECT: RFB 2020-013

OWNER: CITY OF ROME

DATE: July 29, 2020

**TO ALL BIDDERS:**

Contractors submitting proposals for the above named project shall take note of the following changes, additions, deletions, clarifications, etc., in the Contract Documents, which shall become a part of and have precedence over anything contrary shown or described in the Contract Documents and all such shall be taken into consideration and be included in the Contractor's bid proposal.

**Contract**

***ALL OTHER BID ITEMS AND SPECIFICATIONS IN THIS CONTRACT SHALL REMAIN AS IS END OF ADDENDUM NO.1***

*Add the attached Contract Documents to RFB 2020-013*

*Add Bid Documents to RFB 2020-013*

*Add NYSDOL Prevailing wage reference number to RFB 2020-013*

Contractor \_\_\_\_\_

Butch Conover, Commissioner of Public Works

A handwritten signature in blue ink that reads "Butch Conover". The signature is written over a horizontal line that extends from the "Contractor" label.

PLEASE SIGN AND SUBMIT WITH YOUR BID

**ATTACH TO FRONT OF CONTRACT DOCUMENT**

CITY OF ROME, NEW YORK

**RFP RFB 2020- 013**

**Replacement Roofs @ Water Pollution Control Facility & Fort  
Bull Pump Station**

**TOTAL BASE BID**

\$ \_\_\_\_\_

**TOTAL BASE BID IN WORDS**

\_\_\_\_\_ Dollars

BIDDER'S NAME:

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

DATE: \_\_\_\_\_

JACQUELINE M. IZZO  
BUTCH CONOVER

MAYOR  
COMMISSIONER OF PUBLIC WORKS

PLEASE ATTACH BID BOND OR CERTIFIED CHECK TO THIS PAGE

**SECTION 100**

**CONTRACT DOCUMENTS**

CONTRACT

CONTRACT FOR:

**Replacement Roofs @ Water Pollution Control Facility & Fort  
Bull Pump Station**

in Rome, New York, dated \_\_\_\_\_ by and between the City of Rome New York, a municipal corporation organized and existing under the laws of the State of New York, having a principal place of business at City Hall, 198 North Washington Street, City of Rome, County of Oneida, State of New York (hereinafter referred to as "**Owner**" or "**City**"), and \_\_\_\_\_, doing business at

\_\_\_\_\_  
(hereinafter referred to as the "**Contractor**").

WITNESS that the **Owner** and the **Contractor** in consideration of the promises and of the mutual covenants, considerations and agreements herein contained, agree to be legally bound as follows:

**ARTICLE 1. CONTRACT AND CONTRACT DOCUMENTS.**

1.1 Except for titles, subtitles, headings, running headlines, tables of content and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be a part of this Contract:

1.1.1 All provisions required by law to be inserted in this Contract, whether inserted or not;

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal for Bids; Bid or Proposal, and if used, the Bid Booklet; and

1.1.6 All Addenda issued prior to the receipt of the Bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

1.2 In case of any conflict or inconsistency between the provisions of this Contract and those of the Specifications, the provisions of this Contract shall govern, unless the Contractor shall have asked for and obtained a decision in writing from the

Commissioner, of the Agency that is entering into this Contract, before the submission of its bid as to what shall govern.

## **ARTICLE 2. DEFINITIONS**

2.1.1 **“Addendum” or “Addenda”** shall mean the Additional Contract provisions issued in writing by the Commissioner prior to the receipt of bids.

2.1.2 **“Agency”** shall mean a city, county or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government the expenses of which are paid in whole or in part from the City treasury.

2.1.3 **“City”** shall mean the City of Rome, New York. For purposes of this Contract, the word **“City”** includes the **“City Engineer”** and **“Commissioner”**, and **“City”** and **“Owner”** are synonymous and may be used interchangeably.

2.1.4 **“City Engineer”** shall mean an Engineer for the City of Rome, duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.5 **“Commissioner”** shall mean the City of Rome Commissioner of Public Works, or his/her duly authorized representative.

2.1.6 **“Contract” or “Contract Documents”** shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

2.1.7 **“Contract Work”** shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except “Extra Work” as hereinafter defined.

2.1.8 **“Contractor”** shall mean the entity which executed the Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and it(s), their, his/her successors, personal representatives, executors, administrators, sub-contractors and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

2.1.9 **“Days”** shall mean calendar days, except where otherwise specified.

2.1.10 **“Engineer” or “Architect” or “Project Manager”** shall mean the person so designated in writing by the Commissioner to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. For projects on which the City outsources engineering, architecture or management services, any reference to **“City Engineer”** shall be deemed to mean **“Engineer” or “Architect” or “Project Manager”**, whichever is applicable.

2.1.10(a) “**Employee**” shall mean those persons employed and supervised by **Contractor**, or any **Subcontractor(s)**, to perform the **Work** contemplated under this Contract. For purposes of this Contract, the City of Rome has no obligation to protect any “**Employee**” from any injury or harm as the result of working under this Contract, as said obligation rests solely with **Contractor** and/or **Subcontractor(s)**.

2.1.11 “**Extra Work**” shall mean Work other than that required by the Contract at the time of award, which is authorized by the Commissioner pursuant to Article 16 of this Contract.

2.1.12 “**Final Acceptance**” shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.13 “**Final Approved Punch List**” shall mean a list, approved in writing by the Engineer, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.14 “**Law**” or “**Laws**” shall mean the Constitution of the State of New York, the City of Rome Charter, a statute of the United States or of the State of New York, a local law of the City of Rome, New York, any ordinance, rule or regulations having the force of law, or common law.

2.1.15 “**Materialman**” shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, material or equipment to be incorporated in the Work.

2.1.16 “**Means and Methods of Construction**” shall mean the labor, materials, temporary structures, tools, plant and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.17 “**Notice**” shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to or at the last known business address of the person, firm, or corporation for whom intended, or to his, their or its duly authorized agent, representative or office; or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their or its last known business address and deposited in a United States mail box.

2.1.18 “**Owner**” shall mean the City of Rome, New York. For purposes of this **Contract**, the word “**Owner**” includes the “**City Engineer**” and “**Commissioner**”, and the words “**Owner**” and “**City**” are synonymous and may be used interchangeably.

2.1.19 “**Project**” shall mean the public improvement to which this Contract relates.

2.1.20 “**Required Quantity**” in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.21 “**Site**” shall mean the area upon or in which the Contractor’s operations and work under this Contract are carried on, and such other public areas immediately adjacent thereto as may be designated as such by the Engineer. The word “**Site**” shall not include private property utilized by Contractor for any purpose.

2.1.22 “**Specifications**” shall mean all of the directions, requirements and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.

2.1.23 “**Subcontractor**” shall mean any person, firm or corporation, other than Employees of the Contractor, who or which contracts with the Contractor or with its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the site. Wherever the word Subcontractor appears, it shall also mean Sub-Subcontractor.

2.1.24 “**Substantial Completion**” shall mean the written determination by the Commissioner that the Work required under this Contract is substantially, but not entirely complete.

2.1.25 “**Treasurer**” shall mean the Treasurer or Chief Financial Officer of the City of Rome, New York.

2.1.26 “**Work**” shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and shall include both Contract Work and Extra Work.

## **ARTICLE 2A. NOTICE OF AWARD AND NOTICE TO PROCEED**

2A.1 Upon the acceptance of the contractors bid by the **City**, the **City** will issue a “Notice of Award”, which shall detail the **Contract** requirements, insurance documents and any other pertinent information. All requirements of the Notice of Award must be submitted to the **City** within ten (10) working days of the Notice. In the event that the **Contractor** fails to submit the correct requirements as determined solely by the **City Engineer**, the **Contractor** will be deemed in non compliance and will forfeit its bid security to the **City**.

2A.2 The Notice to Proceed will detail the **Contract** time and other details pertinent to the **Contract**, i.e. submittals, listing of subcontractors, contact numbers, etc.

## **ARTICLE 3. THE WORK AND ITS PERFORMANCE**

3.1 Unless otherwise expressly provided in the **Contract Drawings**, **Specifications** and **Addenda**, the **Work** shall be performed in accordance with the best

modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship and design of the highest quality, to the satisfaction of the **Commissioner**.

3.2 The **Contractor** will furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the work contemplated by this contract as required by and in strict accordance with the applicable plans and specifications prepared by the **City Engineer** or **Engineer** or **Architect**.

## **Replacement Roofs @ Water Pollution Control Facility & Fort Bull Pump Station**

3.3 By executing this **Contract**, the **Contractor** is precluded and debarred from pleading misunderstanding or deception because of estimates of quantities, character, location or other conditions surrounding the **Project Work** covered by the **Contract**.

### **ARTICLE 3A. COMPENSATION TO BE PAID CONTRACTOR**

3A.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein,

the total sum of \_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_), this said sum being the Amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

### **ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION**

4.1 Unless otherwise expressly provided in the **Contract Drawings**, **Specifications** and/or **Addenda**, the **Means and Methods of Construction** shall be such as the **Contractor** may choose; subject, however, to the **City Engineer's** right to reject the **Means and Methods of Construction** proposed by the **Contractor** which in the opinion of the **City Engineer**:

4.1.1 Will constitute or create a hazard to the **Work**, to persons of the general public or public property. **Contractor** and **Subcontractor(s)** are responsible for supervising the safety of their own employees, both on and off the **Work Site**, and maintaining the integrity, condition and safety of any property; or

4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or

4.1.3 Will be detrimental to the overall progress of the **Project**.

4.2 The **City Engineer's** approval of the **Contractor's Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

4.3 Nothing herein shall be interpreted to mean that the **Owner, Commissioner or City Engineer** shall have an obligation or duty to supervise the **Contractor's Means and Methods of Construction** in order to protect the safety of **Contractor's or Subcontractors' Employees**, as said obligation or duty rests solely with the **Contractor or Subcontractor**.

#### **ARTICLE 4A. SURVEYS, GRADE AND PERMITS.**

The **Contractor will be responsible for all** lines and grades necessary for the satisfactory completion of the work called for by this **Contract**. It will be the responsibility of the **Contractor** to adhere to lines and grades provided. If it is determined by the **City Engineer** that adjustments and changes to lines and grades will be necessary, then the **Contractor shall** take direction from the **City Engineer** and make changes accordingly. There is no additional payment made when the **City Engineer** determines it is necessary to make field changes for satisfactory completion of this **Contract**. The **City Engineer** may give the **Contractor** a Miscellaneous Order(s) to correct drainage problems, for which the **City Engineer** will supply grades and elevations. It will be the **Contractor's** responsibility to conform to the grades and elevations contained in said Miscellaneous Order. If **Contractor** does not conform to the ordered grade elevations, the **Contractor** will correct work at his own cost, as directed by the **City Engineer**.

The **Contractor** shall have the right to cut the pavement in any street or alley through which the work herein described is laid out, without any further permits. All other permits and licenses necessary for the prosecution of the work shall be secured and paid for by the **Contractor**. Upon completion of the **Work** covered by this **Contract**, said license to enter the City's streets or alleys to make cuts shall be revoked.

#### **ARTICLE 5. INSPECTION**

5.1 **During** the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe and proper facility for inspecting all **Work** done or being done at the **Site**, and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

5.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 5.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 16. If the **Work** thus

exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

5.3 Inspection and approval by the **Commissioner** or **City Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract** or of its obligation to protect its **Employees** from injury or harm for work performed under this **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **City Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective work is **Contract Work** and shall not be deemed **Extra Work**.

5.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

5.5 Nothing herein shall be interpreted to mean that the inspection authority provided to the **City** by this Article 5 creates any obligation or duty on the **City** to protect the safety of **Contractor's** or **Subcontractors Employees** or to protect the safety, integrity or condition of any property, as said obligations and duties rest solely with the **Contractor** or **Subcontractor**.

## **ARTICLE 6. PROTECTION OF WORK AND OF PERSONS AND PROPERTY**

6.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect **Employees**, both on and off the **Work Site**, the finished and unfinished **Work**, equipment, materials, tools, machinery, vehicles and the site against any injury, damage, loss, theft and/or vandalism, and in the event of such injury, damage, loss, theft and/or vandalism, it shall promptly secure, remove, replace or repair such **Work**, **Employee**, equipment, materials, tools, machinery, vehicles and the site, whichever the **Commissioner** or **City Engineer** shall determine to be preferable. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Commissioner's** or **City Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

6.2 The **City** may require the **Contractor** to secure, remove, replace or repair any **Employee**, finished and unfinished **Work**, equipment, materials, tools, machinery, vehicles, which, in the opinion of the **City**, **Commissioner** or **City Engineer**, is/are a danger to persons of the public or public property.

6.3 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect the persons and property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors** operations or storage under this **Contract**. The **Contractor's** obligation to protect shall include the duty to provide, place or replace and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, signage, barricades and enclosures.

6.4 The **Contractor** shall notify the **Commissioner, Treasurer**, the commercial general liability insurance carrier, and, where applicable, the worker's compensation and/or other insurance carrier in writing, of any loss, damage or injury to **Work**, persons or property arising out of the operations or storage of the **Contractor** and/or its **Subcontractors** under this **Contract**, or any accidents on the **Site**, within thirty (30) days of the occurrence. The **Contractor's** notice to the insurance carrier must expressly specify that "this notice is being given on behalf of the City of Rome, New York as additional insured as well as [the **Contractor** ] as named insured." Within three (3) **Days** after the notice to the **Contractor** of the happening of any such loss, damage or injury to **Work**, persons or property, or any accidents, the **Contractor** shall make a full and complete report thereof in writing to the **City Engineer**.

6.4.1 Notice to the **Treasurer** pursuant to 6.3 shall specify the name of the **Contract**, the date of the incident, the location (street address) of the incident, the identity of the persons or things injured, damaged or lost, and the name of the insurance carrier that issued the commercial liability insurance policy pursuant to Article 12 of this **Contract**. Such notice shall be sent to the Corporation Counsel's Office, Suite 3A, City Hall, 198 North Washington Street, Rome, New York 13440.

6.5 If any person or property sustains any loss, damage, cost, expense or injury arising out of the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract**, the **Contractor** shall indemnify, defend and hold the **City**, its employees and agents harmless against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorney's fees and disbursements), known or unknown, contingent or otherwise, arising from or in any way related to such operations, or failure to comply with any of the provisions of this **Contract** or of the **Law**. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

6.6 The **Contractor** shall, at its own expense, defend, indemnify and hold the **City** harmless from any and all claims (even if the allegations of the suit are without merit) or judgments for damages (including, but not limited to, delay damages from **Other Contractors**) and from costs and expenses to which **City** may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the **Contractor** and/or its **Subcontractors**, or their failure to comply with the provisions of this **Contract** or of the **Laws**. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

6.7 To the extent required by law, by public authority or by local conditions, the **Contractor** will adequately protect adjacent property and will provide and maintain all passage ways, railroad crossings, guard fences, lights and other facilities for protection.

6.8 In the event of the existence of an unsafe condition at the work site, which in the opinion of the **City**, endangers the health, safety or welfare of the public or the well-

being, condition or integrity of any property, the **City** will contact the **Contractor** at its Emergency contact number. If **Contractor** does not abate the unsafe condition to **City's** satisfaction within the time period set by **City**, **City** may use its own resources to abate the unsafe condition. Any costs to **City**, including all material and labor costs, will be charged to **Contractor** and may be withheld from payments due to **Contractor**.

6.8.1 In the event the **City** abates the unsafe condition pursuant to Section 6.8, the **Contractor** shall indemnify and hold the **City** harmless as provided for at Sections 6.5 and 6.6 of this **Contract** for any injury, loss, damage, cost or expense to any person or property arising out of the work performed by **City** to abate the unsafe condition.

6.8.2 Nothing in Section 6.8 of this **Contract** shall be construed to establish a duty or obligation on the **City** to protect the safety, health or well-being of **Contractor, Subcontractor(s)** and/or **Employees** or to protect the well-being, condition or integrity of property affected by this Agreement, as said duties and obligations rest solely with the **Contractor** and/or **Subcontractor**.

6.9 The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

6.10 Contractor will immediately notify Owner of any and all claims that Contractor allegedly caused injury to the persons or damage to the property of any third party. Contractor will also immediately notify the Rome Police Department or Oneida County Sheriff's Department, (dependent on location), of any and all claims that Contractor allegedly caused injury to the persons or damage to the property of any third party.

6.11 Nothing herein shall be interpreted to mean that the **City** has an obligation or duty to protect the safety of **Contractor's/Subcontractors' Employees** or to protect the safety, condition or integrity of any private property, as said obligation and duty rest solely with the **Contractor** or **Subcontractors**.

6.12 The **Contractor** shall be solely responsible for the storage and maintenance of equipment, materials, tools, etc., wherever said equipment, materials or tools are stored.

## **ARTICLE 7. COMMENCEMENT AND PROSECUTION OF THE WORK**

7.1 The **Contractor** shall commence **Work** on the date specified in a written notice signed by the **Commissioner**. The time for performance of the **Work** under the **Contract** shall be computed from the date specified in such written notice. **TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 3 herein and as will assure its completion not later than the date specified herein, or on the date to which the time for completion may be extended.

7.2 Time for completion of the **Work** as specified shall be: October 30, 2020

Extensive Liquidated Damages Procedure set forth in first three pages of Information to Bidders (Section 200).

## **ARTICLE 8. PROGRESS SCHEDULES**

**8.1** To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** with this **Contract**, unless otherwise directed by the **City Engineer**, shall submit to the **City Engineer** a proposed progress schedule in the form of a bar graph or in such other form as specified by the **City Engineer**, and monthly cash flow requirements, showing:

**8.1.1** The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

**8.1.2** The sequence and interrelation of each of these operations with the others and with those of other related **Contracts**; and

**8.1.3** The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**; and

**8.1.4** The estimated amount in dollars the **Contractor** will claim on a monthly basis.

**8.2** The proposed schedule shall be revised as directed by the **City Engineer**, until finally approved by the **City Engineer**, and after such approval, shall be strictly adhered to by the **Contractor**.

**8.3** If the **Contractor** shall fail to adhere to the approved progress schedule, it shall promptly adopt such other or additional **Means and Methods of Construction** as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

**8.4** The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

## **ARTICLE 9. COMPLETION AND FINAL ACCEPTANCE OF THE WORK**

**9.1** Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed at article 7.2 or as set forth in the General Conditions, or within the time to which such **Substantial Completion** may be extended as permitted by the **Commissioner**.

9.2 Determining the Date of **Substantial Completion**: The **Work** shall be deemed to be substantially complete when the two conditions set forth in 9.2.1 and 9.2.2 have been met. The **Commissioner** will then issue a Certificate of **Substantial Completion**.

9.2.1 Inspection: The **City Engineer** has inspected the **Work** and has made a written determination that it is substantially complete.

9.2.2 Approval of the Final Punch List and Date for **Final Acceptance**: Following inspection of the **Work**, the **City Engineer** shall furnish the **Contractor** a final punch list, specifying all items of **Work** to be completed. The **Contractor** shall then submit to the **City Engineer** dates for the completion of each specified item of **Work**. Within a reasonable time after receipt, the **City Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

9.3 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of **City Engineer's** inspection if, upon such inspection, the **City Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

9.4 Request for Inspection: Inspection of the **Work** by the **City Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

9.5 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **City Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **City Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **City Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

9.6 Initiation of Inspection by the **City Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **City Engineer** may initiate such inspection or re-inspection.

## **ARTICLE 10. LIQUIDATED DAMAGES**

10.1 In the event the **Contractor** fails to complete the **Work** within the time fixed for such completion in article 7.2 or as set forth in the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in the General Conditions, for each and every **Day** that the time consumed in

completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the completion of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This article shall apply to the **Contractor** if it is defaulted pursuant to article 32 of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

10.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

10.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

#### **ARTICLE 11. ASSIGNMENTS**

11.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

11.2 Such assignment, transfer or conveyance shall not be valid until filed in the office of the **Commissioner** and the **Treasurer**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

11.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer or conveyance, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sub-lessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

11.4 The provisions of this clause shall not hinder, prevent or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

11.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

## ARTICLE 12. INSURANCE

12.1 General Requirements for Insurance Policies. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph, and such insurance has been approved by the Owner; nor shall the Contractor allow any Sub-Contractor to commence work on his Sub-Contractor until all similar insurance required of the Sub-Contractor has been so obtained and approved. Where applicable, all Insurance required shall be maintained throughout the term of this **Contract**, and said Insurance coverage shall be “occurrence” based rather than “claim-made”. All required insurance policies shall be maintained with companies licensed and authorized to do business in the State of New York by the New York State Department of Insurance. The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles to which such policies are subject, whether or not the **City** is an insured under the policy.

### 12.2. Types of Insurance.

12.2.1 Compensation Insurance - The Contractor shall take out and maintain during the life of this contract adequate Workmen’s Compensation Insurance for all of such Contractor’s employees who will be engaged in work at the site of the project and if any part of this contract is sublet, the Contractor will require his Sub-Contractor to maintain such insurance for all of the Sub-Contractor’s employees who will be so engaged unless the latter’s employees are protected by the Contractor’s Compensation Insurance.

12.2.2 Commercial General Liability Insurance - The **Contractor** shall provide a Commercial General Liability Insurance Policy in an amount not less than **\$2,000,000.00**, in the **Contractor’s** name and naming the **City** as an Additional Insured thereunder and endorsed to cover the liability assumed by the **Contractor** under the indemnity provisions of this **Contract**. The insurance policy shall be maintained throughout the term of this **Contract** and shall protect the **City**, the **Contractor** and/or its **Subcontractors** performing **Work** at the **Site** from claims for property damage and/or bodily injury, including accidental death, which may arise from operations under this **Contract**.

12.1.3 Public Liability Insurance in an amount not less than **\$2,000,000** for injuries, including wrongful death, to any one persons, and subject to the same limit for each person, in an amount not less than **\$2,000,000** on account of one accident;

12.1.4 Employer’s Liability Insurance: The **Contractor** shall provide

Employer's Liability Insurance affording compensation due to bodily injury by accident or disease sustained by any employee of the insured arising out of and in the course of his/her employment by the insured; and

12.1.5 Automobile Liability Insurance: The **Contractor** shall provide commercial auto liability insurance covering all owned, non-owned and hired vehicles to be used in connection with this **Contract**.

### 12.3 Miscellaneous Provisions.

12.3.1 Notice under the Policy to the City as an Additional Insured shall be addressed to each of the following: (1) the **Commissioner**; and (2) the **Corporation Counsel's Office**, at Rome City Hall, 198 North Washington Street, Rome, New York 13440;

12.3.1(a) Notwithstanding any provision of this **Contract** to the contrary, notice by or on behalf of the **City** as an Additional Insured of any occurrence, offense, or claim, if such notice is required, will be deemed timely if given to the Insurance Company as soon as practicable after a Notice of Claim adequately specifying the occurrence, offense, or claim as one potentially covered under the policy has been filed with the **Commissioner**; however, in no event shall "as soon as practicable" be a period of less than one hundred eighty (180) **Days** thereafter; and

12.3.1(b) Notice of Cancellation of Policy. In addition to any other requirements concerning notice of cancellation, this policy shall not be cancelled, terminated, modified or changed by the Insurance Company unless thirty (30) **Days** prior written notice is sent to the Named Insured by Registered Mail and also sent by Registered Mail to both the **Commissioner** and the **Corporation Counsel's Office**, nor shall this policy be cancelled, terminated, modified or changed by the Named Insured without the prior written consent of the **Commissioner**.

### 12.3.2 Proof of Insurance:

12.3.2(a) Within ten (10) **Days** of award, the **Contractor** shall, for each policy required under this **Contract**, file a Certificate of Insurance with the **Commissioner** and the **Corporation Counsel**. Such certificate(s) shall certify insurance coverage in all ways in conformance with this article and shall include the following, or similar, text: "The above-named broker/producer represents and warrants to the **City** that it is an Additional Insured under the insurance policies listed herein and that such policies are in full compliance with the **Contract**."

12.3.2(b) Certificates confirming renewals of insurances shall be submitted to each of the **City** offices specified in 12.3.1, not less

than thirty (30) **Days** prior to the expiration date of coverage until all operations under this **Contract** are deemed complete.

12.3.2(c) Failure to submit the required certificate(s) of insurance or renewals, will permit the **City** to postpone the commencement of or cease **Work** on the **Project** until such time the **Contractor** complies with this article. The **City** shall assume no liability for postponing or ceasing **Work** under this article; however, the **Contractor** may be liable to the **City** for any expenses or cost the **City** incurs due to said postponement or delay.

### **ARTICLE 13. MONEY RETAINED AGAINST CLAIMS**

13.1 If any claim shall be made by any person or entity (including other **Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City**:

13.1.1 For an alleged loss, damage, injury, theft and/or vandalism of the kind referred to in Article 6, which in the opinion of the **Corporation Counsel**, may not be covered by the contingent liability, commercial general liability or property damage insurance policy, or which, together with previously filed claims, is in excess of the amount payable under such policies; or

13.1.2 For damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**.

13.2 The amount of such claims as referred to in article 13.1.1 and 13.1.2, or so much thereof as the **Commissioner** or the **Corporation Counsel** may deem necessary, may be withheld by the **Treasurer**, as security against such claim, from any money due hereunder. The **Commissioner**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

13.3 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a Court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Treasurer** shall pay such judgment or admitted claim out of the monies retained by the **Treasurer** under the provisions of this article, and return the balance, if any without interest, to the **Contractor**.

13.4 Liens: If at any time before or within thirty (30) **Days** after the **Work** is completed and accepted by the **City**, any persons claiming to have performed any labor or furnished any material toward the performance or completion of this **Contract**, shall file with the **Commissioner** and **Treasurer** any notice as is described in the New York State Lien Law, or any act of the Legislature of the State of New York, the **City** shall retain from the monies due or to become due under this **Contract**, so much of monies as shall be sufficient to pay the amount claimed in said notice, together with the reasonable costs of any action or actions brought or that may be brought to enforce such lien. The

monies so retained shall be held by the **City** until such time the **Contractor** submits to the **Commissioner** a Release of Liens and notice, showing all liens thereon are discharged pursuant to **Law**. No interest shall be paid by **City** to **Contractor** for monies held pursuant to a lien or liens properly filed.

#### **ARTICLE 14. MAINTENANCE AND GUARANTEE**

**14.1** The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Final Payment**, except where other periods of maintenance and guarantee are provided for.

**14.2** As security for the faithful performance of its obligations hereunder, the **Contractor** must deliver to the **Owner** an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of his contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and having as surety thereon such surety company, or companies, as are acceptable to and approved by the **Owner**.

**14.3** Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than the expiration of the one (1) year period or other periods provided for herein.

**14.4** If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others, for which **Contractor** may be liable for additional costs or expenses the **Owner** incurs for performing said work.

**14.5** If a security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

**14.6** The **City Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

#### **ARTICLE 15. CHANGES**

**15.1** Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law**. All such changes, modifications and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

15.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work**.

15.3. The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the ways:

15.3.1 By applicable unit prices specified in the **Contract**; and/or

15.3.2 By agreement of a fixed price; and/or

15.3.3 By time and material record; and/or

15.3.4 In any other manner approved by the **Commissioner** or **Treasurer**.

15.4 Any construction **Contract** increase and any change to the **Contract** for construction-related professional services that cumulatively exceed the greater of ten percent (10%) of the **Contract** price or one hundred thousand dollars (\$100,000.00) shall be approved by the Board of Estimate & Contract and/or the Common Council of the City of Rome.

## **16. EXTRA WORK AND METHODS OF PAYMENT FOR EXTRA WORK**

16.1 The **Owner** may at any time, by a written order, and without notice to the sureties, required the performance of such **Extra Work** or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the **Contractor** for any **Extra Work**, as so ordered, shall be determined as follows:

16.1(a) By such applicable unit prices, if any, as are set forth in the contract; and/or

16.1(b) If no unit prices are so set forth, then by a lump sum mutually agreed upon by the **Owner** and the **Contractor**; and/or

16.1(c) If no such unit prices are set forth and if the parties can not agree upon a lump sum, then by the actual net cost in money to the **Contractor** or the materials and of the wages of applied labor (including premiums for Workmen's Compensation Insurance) required for such extra work, plus such rental for plant and equipment (other than small tools) required and approved for such **Extra Work**, plus fifteen percent (15%) as compensation for all other items of profit, and costs or expenses including administration, overhead, superintendence, Insurance (other than Workmen's Compensation Insurance), materials used in temporary structures, allowance made by the **Contractor** to **Subcontractors**, additional premiums upon the performance bond of the **Contractor**, and the use of small tools. The provisions hereof shall not affect the power of the **Contractor** to act in case of emergency, as hereinafter provided.

16.2 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**. The cost of such **Extra Work** and of such omitted or reduced **Work** shall be computed based upon applicable **Contract** unit prices. Where there are no applicable **Contract** unit prices, the cost of such **Extra Work** and of such omitted or reduced **Contract Work** shall be computed in accordance with the items Article 16.1(c). If the cost of such **Extra Work** exceeds the costs of such omitted or reduced **Contract Work**, the **Contract** price shall be increased by the difference, plus percentages for overhead and profit as provided in 16.1(c). If the cost of omitted or reduced **Contract Work** exceeds the cost of the **Extra Work**, then the **Contract** price shall be reduced by the difference.

#### **ARTICLE 17. OMITTED WORK**

17.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant article 20, the **Contract** price shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted shall be considered, but shall not be the determining factor.

17.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in article 17.4.

17.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to article 17.4.

17.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, **Contractor** shall be paid for such material and/or equipment; provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

17.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted work.

#### **ARTICLE 18. THE CITY ENGINEER**

18.1 The **City Engineer** shall have the power to inspect, supervise and control the performance of the **Work**, subject to review by the **Commissioner**. In relation to this **Contract** and the Project, the **City Engineer** shall, with the consent and designation by the **Commissioner**, have the power to perform any act, power, determination or approval of the **Commissioner**; however, the **City Engineer** has no duty or obligation to protect the safety of **Employees** of **Contractor** or any **Subcontractors**, either on or off the **Work Site**, or to protect the safety, integrity or condition of private property;

18.2 The **City Engineer** shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract documents and any extra work orders, and shall decide all other questions in connection with the work;

18.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of other **Contractors** engaged simultaneously on this **Project**; including the power to suspend all or any part of the **Work**;

18.5 Upon request, the **City Engineer** shall confirm in writing any oral order, direction, requirement or determination; and

18.6 The **City Engineer** may at any time demand that the **Contractor** submit samples of material for testing to demonstrate that they conform to the specifications. Samples shall be furnished at the expense of **Contractor**.

## **ARTICLE 19. CONTRACTOR**

19.1 In the performance of the work, the **Contractor** shall abide by all orders, directions and requirements of the **City Engineer** and shall perform all work to the satisfaction of the **City Engineer**, and at such time and places, by such methods and in such manner and sequence as he may require.

19.2 The **Contractor** shall employ no plant, equipment, materials, methods or men to which the **City Engineer** objects, and shall remove no plant, materials, equipment or other facilities from the **Work Site** without the **City Engineer's** permission.

19.3 The **Contractor** will employ at the **Work Site**, during the performance of **Work** under this **Contract**, a competent foreman, or superintendent, who shall be satisfactory to the **City Engineer**, and who shall not be changed except with the consent of the **City Engineer** unless he shall cease to be in the employ of the **Contractor**. Such foreman, or superintendent, shall represent and have full authority to act for the **Contractor** in his absence and all directions given such foreman, or superintendent, shall be as binding as if given to the **Contractor**.

19.4 **Contractor** may not perform any work without the presence of a competent foreman or superintendent.

19.5 **Contractor** will be subject to liquidated damages, in the amount set forth in the Information to Bidders, for each calendar day that it fails to employ a competent foreman or superintendent at the site of the work. Said amount shall be deducted from any money due the **Contractor** not as a penalty but as liquidated damages.

19.6 The **Contractor** represents and warrants:

19.6.1 That he is financially solvent and that he is experienced in and competent to perform the type of work or to furnish the plant, materials, supplies or equipment to be so performed or furnished by him; and

19.6.2 That such temporary and permanent work required by the contract documents as is to be done by him can be satisfactorily constructed and used for the purposes for which it is intended, and that such construction will not injure any person or damage any property; and

19.6.3 That he has carefully examined the plans, the specifications, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other materials which may in any way affect the work or its performance.

19.7 Contractor shall attend a mandatory weekly / bi-weekly meeting with Engineer

19.8 **Contractor** is solely responsible for the safety and protection of its **Employees**, either on or off the **Work Site**, and the protection of the condition, safety and integrity of any property affected by this **Contract**.

19.9 If at any time before the final acceptance of the work, any material is discovered which does not comply with the **Contract Documents**, such material shall be removed by **Contractor** within seven (7) days of written notice from **Owner**, solely at Contractor's expense, and shall be replaced at Contractor's expense.

19.10 The **Contractor** shall be solely responsible for the storage and maintenance of equipment, materials, tools, etc., wherever said equipment, materials or tools are stored.

## **ARTICLE 20. COMMISSIONER**

20.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

20.1.1 To review and make final determinations on any and all questions in relation to this **Contract** and its performance;

20.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** or the omission of **Contract Work**;

20.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

20.1.3(a) In the interest of the **City** generally; or

20.1.3(b) To coordinate the **Work** of the various **Contractors** engaged on this **Project**; or

20.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

20.1.4 The **Commissioner** shall have the express authority to designate the **City Engineer** to perform any or all matters elsewhere herein expressly made subject to the **Commissioner's** determination, direction or approval, as well as those matters identified at Articles 20.1.3(a), 20.1.3(b) and 20.1.3(c).

20.1.5 Nothing herein shall create a duty or obligation on the **Commissioner** to protect the health, safety or well being of **Employees** of **Contractor** or **Subcontractor**, or to protect the integrity, safety or condition of private property, as said obligation or duty rests solely with the **Contractor** and/or **Subcontractor**.

## **ARTICLE 21. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER**

21.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner** or the **City Engineer**:

21.1.1 To determine the amount, quality and location of the **Work** to be paid hereunder;

21.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications** and **Addenda**, and to resolve all patent inconsistencies or ambiguities therein;

21.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of other **Contractors** engaged simultaneously on this **Project**; including the power to suspend any part of the **Work**, but not the whole thereof;

21.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

21.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

21.2 The **Engineer** shall, on **Projects** for which the **City Engineer** does not perform engineering or construction management duties, have the power to perform those activities, determinations, approvals, etc., specifically designated to the **City Engineer**.

## **ARTICLE 22. EMPLOYEES**

22.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**;

22.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed, and whenever the **Commissioner** or **City Engineer** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it;

22.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or **Other Contractors** or their **Subcontractors** pursuant to other Contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it in a manner the **Commissioner** may deem proper.

## ARTICLE 23. LABOR LAW

23.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended.

23.2 The **Contractor** specifically agrees, as required by Labor Law Section 220 and 224-d, as amended, that:

23.2.1 No laborer, workman or mechanic in the employ of the **Contractor** or **Subcontractor**, or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week except in cases of extraordinary emergency including fire, flood or danger to life or property, or in case of national emergency when so proclaimed by the President of the United States of America. In the event of such proclamation of a national emergency by the President, application for dispensation from the provisions of this section must be made pursuant to the provisions of the war emergency dispensation act of nineteen hundred forty-two, and such dispensation granted pursuant thereto, before any laborer, workman or mechanic may be employed beyond the hours specified in this section.

23.2.2 Prevailing Rate of Wages: The wages to be paid for a legal day's work, as herein before defined, to laborers, workmen or mechanics employed under this contract, shall not be less than the prevailing rates of wages as ascertained by the Treasurer of the City of Rome, or as found

from time to time from the New York State Department of Labor, Albany, New York. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

23.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings, at the **Site** or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this article. **City** shall have no duty or obligation to protect the safety, health or well-being of **Employees** or to protect the integrity, safety or condition of property, as said duties and obligations rest solely with the **Contractor**.

23.4 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor **Law**.

23.5 At the time the **Contractor** makes application for each partial payment, the **Contractor** shall submit to the **Commissioner** or **City Engineer** a written payroll certification of compliance with the prevailing wage, minimum wage and other provisions and stipulations required by Labor **Law** 220. This certification of compliance with the provisions of this article shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

23.6 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor **Law** for the award of the **Contract**.

23.7 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and the grounds for cancellation thereof by the **City**.

## ARTICLE 24. PAYROLL REPORTS

24.1 The **Contractor** shall maintain on the **Site** all the original payrolls or transcripts thereof which the **Contractor** and **Subcontractor(s)** are required to maintain pursuant to Labor Section 220. The **Contractor** and **Subcontractor(s)** shall submit original payrolls or transcripts, subscribed and affirmed by it as true, with each and every payment requisition. The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Commissioner**, **City Engineer** or **Treasurer**, such original payrolls or transcripts thereof, subscribed and affirmed by it as true, and the statements signed by each worker. In addition, the **Contractor** and **Subcontractor(s)** shall furnish to the **Engineer** upon written demand any other information to satisfy the **Commissioner**, **City Engineer** or **Treasurer**, that the provisions of this **Contract** and the Labor **Law**, as to the hours of employment and rates of wages, are being observed. The **Contractor** shall maintain the payrolls or

transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**.

24.2 When directed by the **City Engineer**, the **Contractor** or **Subcontractor** shall provide the **City Engineer** with an attendance sheet for each **Day** on which **Work** is performed on the **Site**. Such attendance sheet shall be in a form acceptable to the **Agency** and shall provide information for employees of the **Contractor** and **Subcontractor(s)**.

## ARTICLE 25. CONTRACT PRICE

25.1 City will pay and the **Contractor** agrees to accept in full consideration for **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices upon which this **Contract** was **awarded**, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** or **City Engineer**, less credit for any **Work** omitted under this **Contract**.

## ARTICLE 26. BID BREAKDOWN ON LUMP SUM

26.1 Within fifteen (15) **Days** after the commencement date specified in Notice to Proceeds, unless otherwise directed by the **City Engineer**, the **Contractor** shall submit to the **City Engineer** a breakdown of its bid price, or of lump sum bid for items of the **Contract**, showing various operations to be performed under the **Contract**, as directed in the progress schedule required under this **Contract**, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **City Engineer**.

26.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **City Engineer**.

26.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **City Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, the **City Engineer** or the **Engineer** for any purpose whatsoever.

## ARTICLE 27. PAYMENT AND PARTIAL PAYMENTS

27.1 From time to time as the **Work** progresses satisfactorily but not more often than once a month, the **Contractor** may submit to the **City Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period. The **City Engineer** will process a payment monthly unless the payment request does not exceed one thousand (\$1000) dollars. If the payment is less than one thousand (\$1000) dollars, the **Owner** reserves the right to carry forward the value of work until the next process for payment. The **Owner** will pay the **Contractor** in accordance with the terms of this contract less any amount previously paid the contractor which have not been suitably discharged and less any retained amount as hereafter described. The owner shall retain five [5] percent of

each estimate amount until final completion and acceptance of all work covered by this contract.

27.2 Partial payments may be made for materials, fixtures and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

27.3 The **Contractor** shall also submit to the **Commissioner** or **City Engineer**, in connection with every application for partial payment, a verified statement setting forth the information required under Labor **Law** Section 220-a.

27.4 Within thirty (30) **Days** after receipt of such satisfactory payment application, the **City Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the term of this **Contract** or by **Law**.

#### **ARTICLE 28. PROMPT PAYMENT**

28.1 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

28.2 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or suppliers for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

#### **ARTICLE 29. FINAL PAYMENT**

29.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, including Release of Liens, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 14. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

29.2 Preparation of Final Voucher: Upon determining the balance due hereunder, other than on account of claims, the **City Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

29.2.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in

the final voucher, and the certification of the **City Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

29.2.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Treasurer** within thirty (30) **Days** after the filing of such voucher in his/her office.

### **ARTICLE 30. OWNER'S RIGHT TO WITHHOLD PAYMENTS.**

30.1 The **Owner** may withhold from the **Contractor** so much of any approved payments due him as may in the judgment of the **Owner** be necessary:

30.1(a) to assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;

30.1(b) to protect the **Owner** from loss due to defective work not remedied; or

30.1(c) to protect the **Owner** from loss due to injury to persons or damage to the work or property of other **Contractors**, **Sub-Contractors**, or any of his **Sub-Contractors**.

30.2 The **Owner** shall have the right to apply any such amounts so withheld in such manner as the **Owner** may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the **Contractor**.

### **ARTICLE 31. ACCEPTANCE OF FINAL PAYMENT**

31.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any Court, or otherwise, shall constitute and operate as a release to the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on part of the **City** or any of its officers, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise invalid, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** final requisition pursuant to the terms of this **Contract**.

31.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this article, or

those for amounts deducted by the **Commissioner** from the final requisition or by the **Treasurer** from the final payment as certified by the **City Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any officer, agent or employee of the **City** to the contrary notwithstanding.

31.3 Should the **Contractor** refuse to accept final payment as tendered by the **Treasurer**, it shall constitute a waiver of any right to interest thereon.

## **ARTICLE 32. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT**

32.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

32.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner** or **City Engineer**; or if

32.1.2 The **Contractor** shall abandon the **Work**; or if

32.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner** or **City Engineer**; or if

32.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner** or **City Engineer**, to complete the **Work** in accordance with the Progress Schedule; or if

32.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

32.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

32.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

32.1.8 A receiver or receivers are appointed to take charge of **Contractor's** property or affairs, which is not dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or if

32.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary

subcontracts, or the placing of necessary material and equipment orders; or if

32.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

32.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

32.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

32.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

32.1.14 The **Contractor** or any of its officers, directors, partners, five percent (5%) shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omission of an illegal nature; or if

32.1.15 The **Contractor** shall be adjudged bankrupt or make an assignment for the benefit of creditors; or if

32.1.16 The **Contractor** shall fail to make prompt payment to persons supplying labor or materials for the work; or if

32.1.17 The **Contractor** shall fail or refuse to regard and adhere to the **Laws** or ordinances that apply to this Contract, or the instructions of the **City Engineer**.

32.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days** notice.

### **ARTICLE 33. EXERCISE OF THE RIGHT TO DECLARE DEFAULT**

33.1 The right to declare **Contractor** in default for any of the grounds specified or referred to in the previous article shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

33.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence a lawsuit in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

#### **ARTICLE 34. QUITTING THE SITE**

34.1 Upon receipt of such Notice of Default the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools and supplies then on the **Site**.

#### **ARTICLE 35. COMPLETION OF THE WORK**

35.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by **Contract** with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

35.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract Documents**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its Sureties, and any person claiming under the **Contractor**, as to the amount thereof.

35.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

#### **ARTICLE 36. PARTIAL DEFAULT**

36.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any other Contractor(s) or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

36.2 The provisions of this **Contract** relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial

default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the **Contractor** on such part.

### **ARTICLE 37. PERFORMANCE OF UNCOMPLETED WORK**

37.1 In completing the whole or any part of the **Work** under the provision of this **Contract**, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in this **Contract**, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

### **ARTICLE 38. OTHER REMEDIES**

38.1 In addition to the right to declare the **Contractor** in default pursuant to this **Contract**, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to complete in the same manner as described in this **Contract**, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the Final Approved Punch List. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of this **Contract**.

38.2 Any remedies contained in the **Contract** shall be in addition to any and all other legal or equitable remedies available to the parties.

38.3 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

### **ARTICLE 39. TERMINATION BY THE CITY**

39.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

39.1.1 Stop **Work** on the date specified in the notice;

39.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

39.1.3 Cancel all cancelable orders for material and equipment;

39.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any no-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

39.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

39.2 In the event of termination by the **City** pursuant to this article, payment to the **Contractor** will be for work completed prior to the termination:

39.2.1 On lump sum **Contracts** or on lump sum items, payment shall be on a pro rata portion of the lump sum bid amount, plus approved change orders, based on the percent completion of **Work**, as determined by the **Commissioner** less all payments previously made to the **Contractor**. For purpose of determining the pro rata portion of this lump sum bid amount to which the **Contractor** is entitled, the Bid Breakdown submitted by **Contractor** for this **Contract** shall be considered but not dispositive. The **Commissioner's** determination hereunder shall be final, binding and conclusive.

39.2.2 On unit price contracts or items, payment for all completed units will be the unit price stated in the **Contract**, and for units that have been ordered but are only partially completed, payment will be a pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit, less any payments previously made pursuant to this **Contract**.

39.3 In no event shall any payments under this article exceed the **Contract** price for such items.

39.4 The **City** may deduct or set off against any sums due and payable pursuant to this article, any deductions authorized by this **Contract** or by **Law** (including but not limited to damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this article shall not impair or otherwise affect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

39.5 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to this **Contract**, in which case a Change Order will be issued to reflect an appropriate reduction in the **Contract** Sum, or if the amount is determined after final payment, such amount shall be paid by **Contractor**.

## ARTICLE 40. NO DISCRIMINATION

40.1 The **Contractor** specifically agrees that:

40.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

40.1.2 It will not engage in any unlawful discrimination against any employees or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

40.1.3 It will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation.

40.2 Remedies for Violating Non-Discrimination:

40.2.1 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of one hundred dollars (\$100.00) for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**;

40.2.2 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation(s) of the terms or conditions of this article.

## ARTICLE 41 . MISCELLANEOUS PROVISIONS

41.1 No Claims Against Officers, Agents or Employees: No claim whatsoever shall be made by the **Contractor** against any officer, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connections with this **Contract**.

41.2 Notices: The **Contractor** hereby designates the business address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post office box (P.O. Box) regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the **Contractor** as the date of such delivery or deposit. Such address may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**. Nothing herein

shall preclude, are render inoperative the service of any notice, direction or communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

41.3 Unlawful Provisions Stricken: If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without effecting the binding force of the remainder.

41.4 All Legal Provisions Deemed Included: It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party may be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

41.5 Tax Exemption: The **City** is exempt from payment of Federal, State, local taxes and Sales and Compensation Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor** or a **Subcontractor**, or to supplies and materials which even though they are consumed, are not incorporated into the completed **Work** (consumable supplies), and the **Contractor** and its **Subcontractors** shall be responsible for and pay any and all applicable taxes, including Sales and Compensation Use Taxes, on such leased tools, machinery, equipment or other property and upon all such unincorporated supplies and materials.

41.6 Choice of Law, Consent to Jurisdiction and Venue: This **Contract** shall be deemed to be executed in the **City** of Rome, New York, County of Oneida, New York, State of New York regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable. The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York or Courts of the United States located in Oneida County, New York.

IN WITNESS WHEREOF, the parties have executed this **Contract** on the day and year first written above.

**THE CITY OF ROME, NEW YORK**

By: \_\_\_\_\_  
(Signature of Mayor)

\_\_\_\_\_  
(Printed Name of Mayor)  
**MAYOR**

\_\_\_\_\_  
(Contractor's Name)

By: \_\_\_\_\_  
(Signature of Executing Officer)

\_\_\_\_\_  
(Printed Name of Officer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
City Clerk

**(ACKNOWLEDGMENT OF OFFICER OF OWNER EXECUTING CONTRACT)**

STATE OF NEW YORK    }  
  } ss.  
COUNTY OF ONEIDA    }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ before me personally came and appeared \_\_\_\_\_ to me known, who being duly sworn, did depose and say that he/she is the \_\_\_\_\_ of the City of Rome, New York, described herein, and he/she executed the foregoing instrument; that by virtue of the authority conferred on him by law he/she subscribed his name to the foregoing instrument and that he/she executed the same for the purposes therein mentioned.

\_\_\_\_\_  
Notary Public (seal)





## INFORMATION TO BIDDERS

### **1. RECEIPT OF BIDS.**

The City of Rome, New York (hereinafter "Owner" or "City"), invites bids on the form attached hereto, all blanks on which must be appropriately filled in.

All bids must be enclosed in a sealed envelope or container, which will be addressed to "Board of Estimate and Contract, City of Rome, New York," and shall be endorsed

### **Replacement Roofs @ Water Pollution Control Facility & Fort Bull Pump Station**

The Owner may consider as informal any bid not prepared and submitted in accordance with the provisions hereof.

### **2. QUALIFICATION OF BIDDERS.**

In determining the qualifications of a Bidder, the Owner will consider his record in the performance of any contracts for construction work into which he may have previously entered with the Owner, or with public bodies or corporations, and the Owner expressly reserves the right to reject the Bid of such Bidder if such record discloses that such Bidder, in the opinion of the Owner has not properly performed such Contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded his obligations to Subcontractors, material men or employees.

The Owner may make such investigation as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will Owner, as liquidated damages for such failure, or refusal, the security deposited with his bid.

### **3. CONDITIONS OF WORK.**

Each Bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now or will be performed, failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract documents and to complete the contemplated work for the consideration set forth in his Bid.

### **4. CONSTRUCTION TERMS AND CONDITIONS.**

The Bidder is warned that (1) the Construction Terms and Conditions hereinafter fully set forth in the Form of Contract will be rigidly enforced; (2) preference in the employment of workers shall be given to persons living in Rome, New York.

#### **5. SECURITY FOR FAITHFUL PERFORMANCE.**

Simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Owner an executed bond in the amount of one hundred percent (100%) of the accepted Bid as security for the faithful performance of his contract and for the payment of all persons performing labor and furnishing materials in connection therewith, and having as surety thereon such surety company, or companies, as are acceptable to and approved by the Owner.

#### **6. UNIT PRICES.**

Proposals must be filled in on proposal sheets attached. The blank spaces in the proposal must be filled in as noted, and no change shall be made in the phraseology of the proposal or in the items mentioned therein. All unit prices to be written in words in the spaces provided and in figures in the space provided.

Proposals that contain any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or that contain irregularities of any kind, may be rejected as informal.

#### **7. TIME FOR COMPLETION.**

The completion date for the project is October 30, 2020

Extensive Liquidated Damages Procedure set forth in first three pages of Information to Bidders. (Section 200)

#### **8. OBLIGATION OF BIDDER.**

At the time of the opening of Bids each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid.

#### **9. INTENT OF CONTRACT.**

The attention of persons intending to make Proposals is specifically called to that paragraph of the Contract, which debars a Contractor from pleading misunderstanding, or deception because of estimates of quantities, character, location or other conditions surrounding same.

#### **10. AWARD OF CONTRACT.**

The Board of Estimate and Contract reserves the right to reject any or all Proposals, and may advertise for new Proposals, if in its opinion the best interests of the City will thereby be promoted.

After Bids have been opened and tabulated, the Contract shall be awarded to the lowest responsible Bidder. Upon award of the Contract, the Bidder to whom the Contract is awarded shall be referred to as the "Contractor".

## **11. ESTIMATES AND PAYMENTS.**

In computing amounts in estimate of work done the unit price bid will be used.

Payment of all estimates, including the final, will be made only for actual quantities involved in executing the Contract, and this determination as to the quantities involved in this contract shall be accepted as final, conclusive and binding upon the Contractor.

Upon the completion of the required work as shown on the Plans and Specifications, should the final estimate of quantities show either an increase, or decrease from the approximate estimate of quantities, then such variation will be computed at the unit price bid.

## **12. SCOPE OF WORK.**

Shall be directed by the Engineer in charge (hereinafter as "Engineer in charge", "E. I.C." or "Engineer"), and said Engineer shall either be the City Engineer, or an Engineer, Architect or Construction Manager hired by City, whichever the case may be. All items of work in this contract shall be governed by the New York State Department of Transportation specifications unless explicit instructions are included in these contract documents for any item of work. The Contractor shall obtain all work permits necessary to do work herein contained.

During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training;
- b) The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (9) (hereinafter called "non-discrimination clauses"). If the Contractor is directed to do so by the contracting agency as such labor union

or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these nondiscrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that furnishes such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal;

c) The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provision of clauses to) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine;

d) The Contractor will state, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color or national origin;

e) The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, reports and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law;

f) The Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies involved independently of or in addition to sanctions and remedies otherwise provided by law;

g) The Contractor will include the provisions of clause (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency

may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

## **GENERAL MUNICIPAL LAW**

### **STATE OF NEW YORK**

#### **Section 103-a**

**Effective July 1,1969**

"Upon the refusal of a persons, when called before a Grand Jury to testify 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 any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract. (a) such persons, and any firm, partnership or corporation of which he is a 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 municipal corporation or any public department, agency or official thereof, for goods, work or services for a period of five year after such refusal, and (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid, all pertinent to Section 103-a of the General Municipal Law of the State of New York."

**EQUAL EMPLOYMENT OPPORTUNITY  
EXECUTIVE ORDER 11246  
PART II - NONDISCRIMINATION IN EMPLOYMENT  
BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following, employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractors' commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase

order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

## **NOTICE TO BIDDERS**

### **UNIT BID PRICES**

1. UNBALANCED BIDS may be rejected where the unit bid prices are unrealistic to the reasonably estimated cost of performing the work. Bids may be considered informal and rejected, as determined by the Engineer.

### **CONTRACTOR MUST NOTE**

THE ROME COMMON COUNCIL, on March 24, 1993, adopted Resolution No. 52 relative to the hiring of Rome residents. The Common Council of the City of Rome, New York, does recommend that parties bidding on public works projects in the City of Rome take measures to insure that not less than seventy five percent (75%) of labor hired to perform such work shall be residents of the City of Rome, New York. To accomplish this goal, the successful Bidder, must make a good faith effort to meet the intent of this Resolution.

The successful bidder prior to receipt of final payment must communicate to the Common Council, in writing, all efforts made to accomplish the intent of Resolution No. 52.

## **WORKERS' COMPENSATION LAW.**

### **Section 57 Restriction on Issue of permits and the entering into Contract unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**State of New York**  
**WORKERS' COMPENSATION BOARD**  
THIS AGENCY EMPLOYS AND SERVES PEOPLE WITH DISABILITIES  
WITHOUT DISCRIMINATION.  
ROBERT R. SNASHAIL  
CHAIRMAN

Dear Sir/Madam:

The Workers' Compensation Law requires that a New York State or municipal agency, department, board, commission or office issues any permit or license, the applicant must submit, to such agency or department, proof that he or she has obtained the required workers' compensation and disability benefits coverage, or that he or she is not required to provide coverage under these Laws. (See attached copies of Section 57 of the Workers' Compensation Law and Section 220, subd. 8 of the Disability Benefits Law.) These requirements also apply to the renewal of an application for a permit or license, and any and all work covered by the permit or license, whether or not a governmental agency is involved.

In addition, effective April 7, 1993, Chapter 213 amended the above Laws to require that before a New York State or municipal agency, department, board, commission or office enters into any contract, the contractor must also submit proof that he or she has obtained the required workers' compensation and disability benefits coverage, or that he or she is not required to provide coverage. These requirements also apply to the renewal of such contracts.

I would appreciate your notifying the permit-issuing and contract-making agencies or departments within your jurisdiction of these requirements so that they may be able to comply with the Law. State Agencies are specifically requested to notify each department or group within their agency, which issues licenses or permits or makes contracts, of the Law's requirements.

Enclosed are samples of Forms C-105.2 and DB-120.1 (Certificates of Insurance), and Form SI-12 (Affidavit Certifying That Compensation has Been Secured), which are designed to provide necessary proof of coverage when completed by the insurance center and/or the Workers' Compensation Board. Also enclosed is a sample of Form DB-155 (Compliance with DB Law), which may be submitted by self-insured employers under Disability Benefits Law as acceptable proof that disability benefits coverage has been obtained.

Please note that it is acceptable for employers insured by the State Insurance Fund to submit the Fund's computer generated certificate of insurance as proof of coverage, Form U-26.3 (sample enclosed), in place of prescribed Form C-105.2.

Employers who are not required by Law to provide workers' compensation and/or disability benefits coverage must submit Form C-105.21 (Statement That Applicant Does Not Require W.C. or D.B. Coverage), which when completed by the Workers'

Compensation Board is proof that the applicant is not required to carry either type of insurance.

Thank you for your assistance in the enforcement of the above. If you require additional information regarding this or any other workers' compensation or disability benefits matter, please feel free to contact Mr. Frank Rends, Director, WC Compliance, Workers' Compensation Board, 100 Broadway-Menands, Albany, New York 12241 [telephone number (518) 486-51171.

## **DISABILITY BENEFITS LAW**

### **Section 220 Penalties**

8. (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not with standing any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee d so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work invoking the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for ail employees has been secured as provided by this article.

STATE OF NEW YORK  
WORKERS COMPENSATION BOARD  
**APPLICATION FOR CERTIFICATE OF WORKERS' COMPENSATION  
INSURANCE**

The undersigned Employer desires to obtain a Certificate of Workers' Compensation Insurance from the Insurance Carrier:

\_\_\_\_\_

as satisfactory proof required under the provisions of Section 57 of the Workers' Compensation Law, to be filed with

Name: \_\_\_\_\_  
(Name of Bureau, Department, Corporation, Firm or Individual )

Address: \_\_\_\_\_

Locations of operations: \_\_\_\_\_

\_\_\_\_\_

Date operations to begin: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Name of Employer)

\_\_\_\_\_  
(Date)

**NOTE: This application must be signed by the Employer if an individual, or if a co-partnership by member of the co-partnership, or by an officer if a corporation.**

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

This is to certify that \_\_\_\_\_  
(name of individual, partnership or corporation)

is insured with \_\_\_\_\_  
(name of insurance provider)

under Policy No. \_\_\_\_\_ covering the entire obligation of this employer for workers' compensation under the New York Workers' Compensation Law with respect to the locations named in the foregoing application.

The policy term covers the period from \_\_\_\_\_

To \_\_\_\_\_. If said policy is changed or cancelled during its term in such manner as to affect this Certificate, thirty (30) days written notice of such change or cancellation shall be provided to the Owner, and ten (10) days written notice in the event of cancellation for non-payment of premiums.

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title)

Telephone No. \_\_\_\_\_

Title \_\_\_\_\_

**THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES  
PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION**

C-105.2(10-94)

**NON-COLLUSIVE BIDDING CERTIFICATE**

**Replacement Roofs @ Water Pollution Control Facility & Fort Bull Pump Station**

Pursuant to Chapter 675, Laws of 1966

(a) 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 knowledge and belief:

(1) The prices in this Bid 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 or with any competitor,

(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 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 submit a bid for the purpose of restricting competition.

\_\_\_\_\_  
(BIDDER)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Title)

PROJECT: **Replacement Roofs @ Water Pollution Control Facility & Fort Bull Pump Station**

---

**EMERGENCY CONTACT NUMBERS**

**Contact** \_\_\_\_\_  
Name or Names of person(s) to be contacted in case of emergency

<u>CONTACT PERSON</u>	<u>NOS. CAN BE REACHED AT*</u>
1. _____	_____
2. _____	_____
3. _____	_____

**WEEKEND, AFTER HOURS AND HOLIDAYS CONTACT PERSON**

<u>CONTACT PERSON</u>	<u>NOS. CAN BE REACHED AT*</u>
1. _____	_____
2. _____	_____
3. _____	_____

\* Please indicate land line telephone, cell-phone and pager numbers (if applicable)

The Engineer will use ONLY numbers listed above to contact Contractor's Representative. The contact person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

FAILURE TO COMPLETE WORK ON TIME

For each calendar day that any work shall remain uncompleted after the Contract date specified for the completion of the work provided for in the Contract, the amount per calendar day specified in Table 108-1, Schedule of Liquidated Damages will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided, however, that due account shall be taken of any adjustment of the contract time for completion of the work as provided for elsewhere in the Contract or Specifications.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended will in no way operate as a waiver on the part of the City of any of its rights under the contract.

The Commissioner of Public Works (hereinafter referred to as "Commissioner") may waive such portions of the liquidated damages as may accrue if he deems the work is in such condition as to be safe and convenient for the use by the traveling and/or parking public.

The assessing of liquidated damages shall be, in addition to engineering charges as provided for in 108-04 Extension of Time, of these specifications.

TABLE 108-1 SCHEDULE OF LIQUIDATED DAMAGES

<u>Original Contract Amount</u>	<u>Liquidated Damages</u>	
<u>From More Than</u>	<u>To and Including</u>	<u>Per Calendar Day</u>
\$ 0	\$ 25,000	\$ 50
\$25,001	\$ 50,000	\$ 75
\$50,001	\$100,000	\$ 200
\$100,001	\$500,000	\$ 500
\$500,001	\$2,000,000	\$ 600
\$2,000,001	\$5,000,000	\$700
\$5,000,000	\$10,000,000	\$800
\$10,000,000		\$1,000

NOTE: Liquidated Damages for Special very large contracts will be specified in the contract proposal.

EXTENSION OF TIME

When the work embraced in the Contract is not completed on or before the date specified therein, all appropriate engineering and inspection expenses incurred by the City, its consultants and inspection agencies, and by railroad companies, from the

scheduled contract completion date to the final date of completion of the work, may be charged to the Contractor. When assessed, the charges shall be deducted from any moneys due the Contractor.

Before assessing such charges, the Commissioner will give due consideration to factors attributing to such delay due to extenuating circumstances beyond the control of the Contractor limited to the following:

1. The work or the presence on the Contract site of any third party, including but not limited to that of other contractors or personnel employed by the City, by other public bodies, by railroad, transportation or utility companies or corporations, or by private enterprises, or any delay in progressing such work;
2. The existence of any facility or appurtenance owned, operated, or maintained by any third party;
3. The act, or failure to act, of any public or governmental body, including, but not limited to, approvals, permits, restrictions, regulations or ordinances;
4. Restraining order, injunctions, or judgments issued by a court;
5. Any industry-wide labor boycotts, strikes, picketing or similar situations, as differentiated from jurisdictional disputes or labor actions affecting a single or small group of contractors or suppliers;
6. Any industry-wide shortages of supplies or materials required by the contract work, as differentiated from delays in delivery by a specific or small group of suppliers;
7. Unusually severe storms of extended duration or impact, other than heavy storms or climatic conditions which could generally be anticipated by the bidders, as well as floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides, or other catastrophes;
8. Determination by the Department to open certain sections of the project to traffic before the entire work is completed;
9. Major unanticipated additional work, which significantly affects the scheduled completion of the contract;
10. Failure of the City to provide individual rights-of-way parcels for an extended period of time beyond that indicated by the contract if such unavailability, as determined by the Commissioner, significantly affects the scheduled completion of the contract.

Such charges will be assessed in cases where the work has been unduly delayed by the Contractor for unwarranted reasons, inefficient operations, or for any other reason for which the City determines the Contractor to be liable. Reasonable time necessary for reviews by the City or its agents of shop drawings, for changes or additions to the work to meet field conditions which do not significantly affect the scheduled completion of the Contract, delays incurred by seasonal and weather limitations, localized labor actions and shortages of supplies or materials, and other situations which should be anticipated are neither compensatory nor eligible for extensions of time without the assessment of engineering and inspection charges.

## **NOTICE TO BIDDERS**

1. All work shall be done in such a manner as to not obstruct, impede or interfere with the operation of National Grid Power Corporation's facilities. All earth or soil disturbed by the work being performed by the Contractor shall be replaced with proper fill and the surface thereof restored to natural ground level.

2. Contractor, in excavating with mechanized excavating equipment, blasting or demolition, shall not strike or damage any gas pipe or its protective coating or any other underground facilities of National Grid Power Corporation, which is part of its gas system and shall protect said facilities against possible damage. If such facilities having been staked or marked in accordance with the standard procedure of National Grid Power Corporation are to be exposed or are likely to be exposed, hand-digging only shall be used in such circumstances, and such support as may be necessary for the protection of the facilities shall be employed, and such support must be approved by a representative of National Grid Power Corporation, provided, however, that nothing contained herein shall limit or reduce the statutory duty as provided for in Section 322-a of the General Business Law of the State of New York, reference to which is hereby made.

3. In the event that damage does occur to underground gas pipes or other facilities, including damage to coating of the gas pipe, Contractor shall immediately notify National Grid Power Corporation. Said damages are to be repaired by National Grid Power Corporation at the cost and expense of the Contractor.

4. Contractor shall avoid shock loading of National Grid Power Corporation's pipes, such as would be experienced with the use of hydro hammers.

## **CAUTION TO BIDDERS**

Erasures or crossing out figures or words in the amount columns of Bid Sheet **will NOT be permitted**. If erasures or crossing out appears on any sheet, it will justify the Board of Estimate and Contract of the City of Rome, New York, to disqualify the entire contract bid in which it appears.

In the event errors are made on any Bid Sheet, the bidder may call for and receive new ones from the Department of Engineers by surrendering the sheet the errors were made on.

## **CAUTION TO BIDDERS**

If, for any reason caused by construction, reconstruction, removal or relocation, any STOP, YIELD, or other TRAFFIC SIGN DEVICE at any street intersection is removed, it **MUST BE IMMEDIATELY RESET** to assure maintenance of traffic as established by Ordinance and Law of the City of Rome.

If, for any reason, there should be a temporary delay in resetting a device, it will be the obligation of the Contractor to furnish a flagman or other suitable guidance of traffic and the proper authorities are to be NOTIFIED.

## **CERTIFICATION OF MATERIALS**

The Contractor shall provide the City of Rome with certified records of testing and/or certified statements from the manufacturer that materials furnished under this contract have been manufactured and tested in conformity with the specifications.

## **DEFECTIVE WORK OR MATERIALS**

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials may have been previously inspected by the City of Rome and accepted or estimated for payment.

## **INSPECTION OF THE SITE**

The Contractor is advised to carefully examine the work areas to make his own determination of the existing conditions. Submission of the proposal for performance of the work implies that the bidder has examined the existing work areas, and has acquainted himself by means of site inspection and other means with all the requirements of the work. No claims for additional compensation will be considered because of the bidder's failure to fully inform himself or his subcontractors of all said requirements.

## **NO GUARANTEE**

The Owner does not guarantee that structures, equipment, piping, conduits and other appurtenances encountered during construction will be the same as those indicated on the drawings of the specifications. The Contractor must satisfy himself regarding the character, quantities and conditions of the various materials and the work to be done. The Contractor shall make necessary modifications in the work relating to existing structures as may be required where existing equipment and appurtenances, etc. are not found exactly as indicated, without additional compensation or extension of time.

## **DIMENSIONS OF EXISTING STRUCTURES AND EQUIPMENT**

Where the dimensions and locations of existing structures, piping, equipment or appurtenances are of critical importance to the performance of the work, the Contractor shall establish or verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the accuracy of such information.

## **EQUIPMENT AND PIPE LOCATION**

Equipment and pipelines shall be located substantially as indicated on the drawings, but the right is reserved by the owner to make such modifications in locating as may be found desirable to avoid interference with existing structures, piping or for other reasons where pipe material or fittings, etc. are noted on the contract drawings, such notation is for the Contractor's convenience and does not relieve him from laying or jointing different or additional items where required without additional compensation.

The locations of existing underground utilities and structures are shown in an approximate way. The Contractor shall determined the exact location of all existing utilities before commencing work, and agrees to be fully responsible for any and all damages which might be occasioned by the Contractor's failure to exactly locate and preserve any and all underground utilities.

**COMPACTION OF SOILS AND PAVEMENT**

Compaction of soils and pavement shall be achieved by the use of suitable methods and adequate equipment. The minimum density to be obtained in compaction soils shall be the following percentages of "maximum density" as defined in ASTM D 698, Moisture Density Relations of Soils (Standard Proctor Compaction Test), Method C, including Note 2:

<b><u>LOCATION</u></b>	<b><u>PERCENTAGE</u></b>
a) Foundation material under slabs on grade, piping and other structures	95%
b) Backfill of trenches Compaction	95% when pavement will be placed atop the backfill; and 90% when grass will be place atop the backfill.
c) Fill for seeded and other open areas	90%
d) Fill under pavements	95%
e) Base course of pavement	98%

Compacted fill and pavement course not meeting required density when tested in place shall be replaced or re-worked until additional tests, at Contractor's expense, indicate compliance with the Specifications.

**In reference to Erosion Control the specifications are as follows:**

**1G1 - GENERAL**

In concert with the policy established by the United States Environmental Protection Agency (USEPA) memorandum 78-1, it shall be the Contractor's responsibility to control erosion of and sediment-runoff from disturbed lands or excavations in connection with his operations. Such control measures may be in the form of specific construction practices combined with a planned sequence of operations, including use of temporary structures, dams, ditches, basins, pumping systems, etc. (as applicable) to accomplish this objective.

USEPA concern in this matter is expressed by the following paragraph, which appears in PRM 78-1:

"Problems associated with erosion and sediment loads resulting from construction activity have long been recognized. Erosion and subsequent excess sediment

runoff are among the major factors directly responsible for non-point source pollution in streams and lakes. Additional problems which can occur include logging of streams and lakes, alteration of natural habitats, damage to the aesthetics of surface waters."

## **IG2 - SCHEDULE**

Taking into account specific constraints or other criteria outlined herein, the Contractor shall prepare a detailed schedule which sets forth his program of operations to effectively control erosion and sediment runoff at all times during construction of the work. Two (2) copies shall be kept at the Project site at all times, and shall be made available for examination by authorized representatives of the regulatory agencies having jurisdiction over the Project.

The schedule shall be arranged so as to include:

- a) Chronological completion dates for each temporary (and permanent) measure for controlling erosion and sediment;
- b) Location, type and purpose for each temporary measure to be undertaken;
- c) Dates when those temporary measures will be removed.

Permanent structures, which may be specified elsewhere in the Contract Document, shall be incorporated in the regular Progress Schedule for completing the work.

## **IG3 - ADJUSTMENTS**

If the planed measured do not result in effective control of erosion and sediment runoff, to the satisfaction of the regulatory agencies having jurisdiction over the Project, the Contractor shall immediately adjust his program and/or institute additional measures so as to eliminate excessive erosion and sediment runoff.

## **STOCKPILING**

All materials will be stockpiled before any material is used or brought on site. The Engineer in charge will inspect such stockpiles. The stockpiles will state type of material and item number. The Engineer will require sieve analysis and soundness test

## **MAINTENANCE AND PROTECTION OF TRAFFIC**

### **SURFACE**

The Contractor shall maintain the condition of the traveled way so it is consistent with the appropriate speed limit.

The Contractor shall provide a traveled way suitable for two lanes of moving traffic unless otherwise stated in the Contract Documents. The traveled way shall be kept reasonably smooth and hard at all times, and shall be well drained and free of potholes, bumps, irregularities and depressions that hold or retain water. Construction operations shall be conducted to insure a minimum of delay to traffic. Stopping traffic for more than five minutes shall not be permitted unless specifically authorized in writing by the Owner. The necessary equipment and personnel to attain and maintain a satisfactory riding surface shall be available and used as needed at all times when work is under way and when work is temporarily suspended for any period of time. Special attention to maintenance of a satisfactory traveled way shall be given during weekends, holidays and the winter season.

The Contractor shall keep the traveled way free of foreign objects such as spilled earth, rock, timber and other items that may fall from transporting vehicles. Materials spilled or dropped from the undercarriage of any vehicle used in the Contractor's operations along or across any public traveled way both within or outside the Contract limits shall be removed immediately.

Dusty conditions resulting from the Contractor's operations shall be corrected by the use of calcium chloride and/or water. Water used as a dust palliative shall be distributed uniformly over a minimum width of eight feet by the use of suitable spray heads or spray bar. Existing paved surfaces are to be kept dust free by brooming, washing with water or use of calcium chloride.

### **DRAINAGE**

All drainage facilities and other highway elements on the existing roadways and temporary detours must be adequately maintained. Ditches shall be provided at all times, even during grading operations and periods of accumulated plowed snow, to adequately drain the traveled way and the remainder of the right-of-way areas. Storm water access to catch basins and storm drains to be maintained.

### **SNOW REMOVAL**

The Contractor shall maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily controlled by others as necessary, and in such a manner that proper drainage is provided for the melting snow in the banks resulting from normal plowing. This shall include, but not be limited to, the cutting of weeps through banked or accumulated snow to provide proper drainage of surface runoff into the highway ditches and/or culverts. The Contractor shall not, however, be responsible for snow and ice control on the pavement or traveled way.

### **DELINEATION**

The Contractor shall furnish, erect, move and remove delineation and guiding devices as required and directed by the Engineer. In areas where grading is being done, a safe and reasonable roadway shall be properly delineated at all times, either by the use of guiding devices or flagman. The Contractor shall delineate areas where there is a drop-off near the edge of the traveled way and areas on which it is unsafe to travel.

Where the drop-off is less than six inches, and where soft or unsafe areas occur, an approved delineator shall be placed along the edge of the traveled way at intervals of not more than 200 feet. Where the drop-off is greater than 18 inches, a continuous delineation consisting of 2 inches or wider brightly colored tape, ribbon, or other similar, flexible material as approved by the Engineer shall be used in addition to the individual delineators spaced not over 50 feet apart.

Plastic drums or containers set on end may be used as delineators, provided they are properly painted and contain reflective delineators in accordance with the MUTCD. They shall be kept clean at all times. Other markers or delineators may be circular or rectangular in shape and shall be constructed of reflective buttons having a minimum diameter of 3 inches. All reflective delineators or markers shall conform to the requirements of the MUTCD. Steel drums shall not be used as delineators.

### **REMOVAL OF EXISTING PAVEMENT MARKINGS**

The Contractor shall remove the existing pavement markings to the extent as shown on the plans and in all cases where they may cause confusion for the planned traffic flow. This shall include any pavement markings that are added during the course of the work.

The method of removal is subject to the approval of the Engineer. Painting out pavement markings with black paint will only be approved for short-term use, and when the pavement area will be resurfaced or removed during this contract. If, in the opinion of the Engineer, the paint over the markings wears off to the point where it could cause confusion to the motoring public, then the Contractor shall re-paint or otherwise remove the markings at his own expense. Grinding, scraping, sandblasting, etc., to remove markings shall be conducted in such a manner that the finished pavement surface is not damaged or left in a pattern that could confuse the motoring public.

### **PAVEMENT MARKINGS**

The Contractor shall furnish and apply pavement markings where shown on the plans or as ordered by the Engineer in accordance with the MUTCD. Any course of Asphalt Concrete, including base and binder course, upon which traffic will be maintained shall be properly marked in accordance with this Specification before the end of the working day, except for residential streets or rural roads not previously marked.

Temporary pavement markings shall be paint, tape, or raised reflective markers.

Paint materials and application should be as described in NYSDOT Standard Specification Section 640 - Reflective Pavement Marking Paints. Stripe width shall be between 4 and 6 inches.

Temporary marking tape shall be between 4 and 6 inches wide, and conform to the shape of, and adhere to the surface upon which it is applied. Tape shall be applied in conformance with the manufacturer's recommendations.

Temporary raised reflective markers shall be Stimsonite Model 66 as manufactured by America Corporation; or equal. They shall be applied in conformance with the manufacturer's recommendations. The distance between markers shall be as shown in the plans. Raised reflective markers will not be used during the winter season.

Temporary pavement markings shall be the same length and pattern as required for permanent markings except under the following circumstances. Two foot length skip marks" may be considered acceptable for a period of seven days or less.

### **EXISTING SIGNING**

All official existing highway signs, markers, delineators and their supports located within the contract limits shall remain under the control and jurisdiction of the NYSDOT, County Highway Department, or local highway department and shall be maintained for the duration of the contract by the Contractor as directed by each sign Owner.

Should sign relocation be necessary at various stages of construction, they shall be placed in conformance with the MUTCD or as required by the Owner.

Should sign relocation's be necessary at various stages of construction, they shall be placed in conformance with the MUTCD or as required by the Owner. Appropriate directional signing shall also be used in conjunction with route marker signs.

The Contractor shall remove existing signs, markers and delineators and their supports which interfere with his construction operations; signs, markers and delineators not to be replaced, shall be cleaned and delivered to the highway department. Signs, markers and delineators lost or damaged because of negligence on the part of the Contractor, shall be replaced at the Contractor's expense.

### **NEW CONSTRUCTION SIGNING**

The Contractor shall furnish and erect, move and remove, as required by MUTCD requirements, as shown on the plans or as required by the Owner, reflective signs to adequately and safely inform and direct the motorist and to satisfy legal requirements.

All signs shall be kept clean, mounted at the required height on adequate supports and placed in proper position and alignment so as to give maximum visibility both night and day. All wood supports and backs of plywood sign panels shall be painted with two coats of white paint. Sign types and sizes shall conform to the MUTCD.

All signs shall be mounted in accordance with the MUTCD. All signs shall be mounted at a height of at least five feet unless otherwise shown on the plans.

All signs shall be the property of the Contractor and shall be maintained in good condition for the duration of the Contract and removed from the work site when the work is complete.

## **DETOURS**

It is the Contractor's responsibility to submit for review and receive approval for all proposed detours from City Engineer and Owners, Police, Fire and highway departments, and secure the required permits, if any, prior to construction of the detour. All detour signing, markings, flagmen, and temporary construction must be in place before commencement of work that is within the traveled way or adjacent shoulder.

Not more than one block, nor more than one cross-street intersection may be torn up, obstructed, or closed to travel at one time without permission of the Owner. If the project involves pipe-laying operations, and if more than one pipe-laying crew is operating at separate locations in the work area, this requirement shall apply to each crew's operations, but shall be consistent with traffic maintenance procedures required by the Owner.

The Contractor shall assume full responsibility for providing access to any dwelling, building, or hospital in case of fire or other emergency. We shall review with, and obtain approval from, the local fire and police departments regarding any anticipated detours, obstruction to the flow of traffic, fire apparatus, ambulances or otherwise.

When the normal route of vehicular access to any property must be temporarily obstructed, the Contractor shall notify the affected property owner at least 24 hours in advance of his intended operations than one day following the start of construction at that location. Vehicular access to hospitals, fire and police departments must be provided at all times.

## **FLAGMEN**

The Contractor shall provide competent flagmen at all times at work sites when it is required to stop traffic intermittently as necessitated by work progress or to maintain continuous traffic past a work site at reduced speeds or the number of usable traffic lanes are reduced by the Contractor's operations.

The flagmen shall possess the following minimum qualifications:

1. Average intelligence.
2. Good physical condition, including sight and hearing.
3. Mental alertness.
4. Courteous but firm manner.
5. Neat appearance.
6. Sense of responsibility for safety of public and crew.

The flagmen shall be trained in flagging procedures and wear orange hard-hats and vests in conformance with the applied sections of the MUTCD. If, in the opinion of the Engineer, the flagmen selected by the Contractor do not possess the minimum qualifications they shall be removed from the work site and replaced with competent individuals from the Contractor's crew. If the Contractor is unable to supply a competent person or persons from his own crew, the Contractor shall coordinate and compensate as

required, at his own expense, a local police officer to perform flagging procedures for the remainder of the contract.

### **SITE RESTORATION**

The Contractor shall restore the Project site to the same conditions they found before commencing operations or they shall modify and develop the site to the finished conditions shown on the drawings. All areas which are damaged or disturbed by the contractors' operations shall be restored, repaired or replaced to the same or superior condition which existed prior to the construction operation unless otherwise shown on the drawings. Existing cultivated or landscaped items such as trees, shrubs, hedges, saplings, vines, ground cover vegetation, etc. shall be reestablished or replaced with new materials.

### **AWARD OF CONTRACT**

Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving, price, time or changes in the work and to negotiate contract terms with the successful bidder and the right to disregard all non-conforming, non responsive, unbalanced or conditional bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Owner and/or project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by owner. Bidder to whom contract is awarded shall be referred to as the "Contractor".

Discrepancies between words or figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Bids containing incomplete or no price information for any bid item which thus prevents evaluation of the extended total for that Bid item will be rejected.

### **SECURITY AND GUARANTEE:**

Before the final payment is made to the contractor by the City for **all work** performed under this contract, the Contractor must deliver to the City an Executed Guarantee Bond or Maintenance Bond in the amount of 100 percent (100%) of the final estimate for all work. This Bond will be in effect for **ONE 1 YEAR** from the date of final acceptance of the work, and, notwithstanding any provision of the Contract or this document to the contrary, for purposes of this provision, the final acceptance date will be the date of final payment, or as approved by the Commissioner of Public Works. The bond shall be approved by the Corporation Counsel.

### **NOTICE TO ALL BIDDERS**

Prior to the exceeding of any item, which will result in the increase in the total Contract price, approval of the City of Rome Board of Estimate and Contract must be obtained. The Contractor must give written notice of exceeding the price of any item to the Commissioner of Public Works or his representative. Without formal approval of the Board of Estimate and Contract, or the written acceptance by at least 3 (three) board

members, the Contractor is not authorized to proceed. If the Contractor undertakes any work without approvals listed above, it is at their full responsibility and does not obligate the City or its agents in any way.

\*\*\*\*\*

The Department of Engineers' will reserve the right to delete or add any items or special projects to this project

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Contractors and/or Subcontractors are hereby put on notice that the provisions of Industrial Code Rule 53 (12 NYCRR) effective April 1, 1975 apply to this project and no direct payment for any work required by the Code will be made.

\*\*\*\*\*

## **INFORMATION TO BIDDERS**

The City of Rome recognizes the importance of having public works projects completed efficiently, on time and within budget. The City further understands an important element in obtaining these goals is the utilization of capable, well-trained persons. The City acknowledges that Trade Unions are a potential source of such persons.

The City recognizes the possibility for individual contractors to enter into agreements with Labor Unions for the provision of skilled laborers and encourages the execution of such agreements.

The City of Rome will give significant attention to Contractors utilizing Union labor and to Contractors whom agree to the use of project labor agreements with the local trades.

## **SOIL EROSION, WATER AND AIR POLLUTION ABATEMENT.**

The Contractor shall schedule and conduct his operations to minimize erosion of soils and to minimize silting and muddying of streams, rivers, irrigation systems, impoundments (lakes, reservoirs, etc.) and lands adjacent to or affected by the work. Construction of drainage facilities and performance of other contract work, which will contribute to the control of erosion and sedimentation, shall be carried out in conjunction with earthwork operations, or as soon thereafter as practicable. The area of bare soil exposed at any one time by construction operations shall be kept to a minimum.

At the pre-construction conference or prior to the start of the applicable construction, the Contractor shall submit to the Engineer, for acceptance, schedules for accomplishment of temporary and permanent erosion control work as are applicable for clearing and grubbing; grading; and bridges and other structures at watercourses; construction; and paving. In addition, he shall also submit for acceptance, at the same time, his proposed method of erosion control on haul roads and borrow pits, and his plan for disposal of surplus excavated materials. No work shall be started until the erosion control schedules and methods of operation have been accepted by the Engineer. If conditions change during construction, the Contractor may be required to submit a revised schedule for acceptance as directed by the Engineer.

Whenever the Contractor's operations, carried out in accordance with the approved erosion control schedule, result in a situation where temporary erosion control measures not shown on the plans, must be taken and these measures are approved or ordered by the Engineer, the Contractor shall conduct this work in accordance with the provisions in NYSDOT §209, "Temporary Soil Erosion and Water Pollution Control."

In carrying out the control measures under this subsection, the Contractor will be guided by, but not limited to, the following controls:

- A. When borrow material is obtained from other than commercially operated sources, erosion of the borrow site shall be so controlled both

during and after completion of the work that erosion will be minimized and minimal sediment will enter waterways, impoundments or adjacent properties. Waste or spoil areas and construction roads shall be located, constructed and maintained in a manner that will minimize sediment entering waterways and impoundments. The Contractor shall submit grading plans for all borrow pits or areas, spoil or waste areas to the Engineer for acceptance prior to the start of work on, or the use of, such areas. The grading plans shall indicate the sequence of operations, temporary slopes, and other factors, which may have an influence on erosion control;

B. Frequent fording of live waterways will not be permitted; therefore, temporary bridges or other structures shall be used wherever an appreciable number of waterway crossings are necessary. Unless otherwise approved in writing by the Engineer, mechanized equipment shall not be operated in live waterways;

C. When work areas or gravel pits are located in or adjacent to live waterways and impoundments, such areas shall be separated from the rest of the waterway or impoundment by a dike or other barrier to minimize sediment entering a flowing waterway or impoundment. Care shall be taken during the construction and removal of such barriers to minimize the muddying of a waterway or impoundment;

D. All waterways shall be cleared as soon as practicable of false-work, piling, debris or other obstructions placed during construction operations and which are not a part of the finished work. Ditches which are filled, or partly inoperative shall be cleaned and made operative before the Contractor stops work for any day, and shall be maintained in a condition satisfactory to the Engineer for the duration of the contract;

E. Water from aggregate washing or other operations containing sediment shall be treated by filtration, settling basin or other means sufficient to reduce the turbidity so as not to cause a substantial visible contrast to natural conditions. Wash water or waste from concrete mixing operations shall not be allowed to enter waterways or impoundments;

F. Pollutants such as fuels, lubricants, bitumen's, raw sewage and other harmful materials shall not be discharged in, on or near waterways and impoundments or into natural or manmade channels leading thereto;

G. All applicable regulations of fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be complied with in the performance of the contract;

H. Any material generated by any activity for the development, modification and construction of any transportation facility *shall not* be burned on or off the contract site. This shall include but not be limited

to land clearing material and demolition material. Such material shall hereinafter be referred to as disposable material in the clearing and grubbing specifications;

I. The Contractor shall not discharge dust into the atmosphere of such quantity, character or duration that it unreasonably interferes with the comfortable enjoyment of life and property or is harmful to plants or animals.

**No payment will be made for any labor, material or equipment needed for soil erosion, water and air pollution abatement as described above.**

When it becomes necessary, the Engineer will inform the Contractor of unsatisfactory construction procedures and operations insofar as erosion control, water and air pollution are concerned. If the unsatisfactory construction procedures and operations are not corrected promptly, the Engineer may suspend the performance of any or all of other construction until the unsatisfactory condition has been corrected.

**SUBMITTALS**

Whenever a material or article is specific or described and/or a particular manufacturer or vendor is mentioned, the specific item/method shall be understood as established. The type of function or quality desired from other products of equivalent function or quality will be accepted. The low Bidder will submit other products to be reviewed and approved by the Engineer in charge prior to award of Project.

The following submittal will be required and to be approved before work begins. All submittals will include material certifications:

1. All roofing components and or materials
2. Lumber
3. Metal flashing

Some items will require testing as directed by the Engineer.

**SECTION 300**

**BIDDING DOCUMENTS**

**PROJECT: Replacement Roofs @ Water Pollution Control Facility & Fort Bull Pump Station**

Item #	Description	Quantity	Unit	Unit Price	Amount
1.00	Roof Replacement Building #1	1	Lump Sum		
2.00	Roof Replacement Building #2	1	Lump Sum		
3.00	Roof Replacement Building #3	1	Lump Sum		
4.00	Roof Replacement Building #4	1	Lump Sum		
5.00	Roof Replacement Building #5	1	Lump Sum		
6.00	Roof Replacement Building #6	1	Lump Sum		
7.00	Roof Replacement Building #7	1	Lump Sum		
8.00	Roof Replacement Building #8	1	Lump Sum		
9.00	Roof Replacement Building #9	1	Lump Sum		
10.00	Roof Replacement Building #10	1	Lump Sum		
11.00	Roof Replacement Building #11	1	Lump Sum		
FB	Roof Replacement Fort Bull Pump Station ( Route 46 )	1	Lump Sum		
1000.00	Field Charge (allowance)		allowance	\$5,000.00	\$5,000.00
				SUBTOTAL	
234.00	Mobilization ( not to exceed 4% of Subtotal)				
				TOTAL (INSERT TO FRONT COVER)	

**SPECIAL NOTICE TO BIDDERS FOR:**

**1. BID SECURITY.**

Each bid must be accompanied by cash, Bid Bond, or by the certified check of the bidder in amount not less than five percent (5%) of the amount of the bid.

**2. LIQUIDATED DAMAGES. (Execution of Contract and Bond)**

The successful bidder, upon his failure, or refusal, to execute and deliver the contract and bond required within ten (10) days after he has received notice of the acceptance of his bid, shall be subject to Liquidated Damages as set forth at Table 108-1 of Section 200--INFORMATION TO BIDDERS, attached hereto.

**3. LOW BIDDER TO BE DETERMINED BY MILLING OPTION CHOSEN AFTER BID OPENING**

**4. SUBMISSION OF BIDS-**

ALL BIDS TO BE SEALED AND SUBMITTED VIA MAIL RECEIPT TO

Rome City Clerk  
198 Washington Street  
Rome New York 13440

Please label envelope with the project name clearly stated.

The City of Rome will not accept late bid submissions. Electronic submissions are not permitted for these bidding documents. Bid opening information will be available through YouTube immediately following the bid opening at <https://m.youtube.com/channel/UC3-zq8doKqMbceHj5n0XSYg> . Bid package can be delivered to Rome City Hall and dropped in overnight depository. Submission envelope to be sealed and clearly labeled.

**6. Contract Documents will not be available for review in Rome City Hall as stated in the Bid Advertisement page 4. The documents are only available electronically due to COVID- 19 protocols and guidelines.**

**SECTION 400**

## SECTION 500

### **NYSDOL PREVAILING WAGE RATES**

The last section of this Contract document are prevailing wage rate schedule for applicable work in this Contract. The wage rate and supplements to be paid to laborers, workers, or mechanics on public work must not be less than the prevailing wages and supplements for the same occupation in the locality of the work.

**All Contractors and Subcontractors will be required to submit certified weekly wage rate reports and statement of compliance prior to or along with payment request.**

# New York State Department of Labor Prevailing Wage

- Unemployment Benefits
- Career Services
- Business Services
- Worker Protection
- Forms and Publications
- Home

[Wage Schedule](#) · 
 [Submit Notice Of Award](#) · 
 [Submit Notice Of Project Completion](#)

**PRC#:** 2020007878  
**Type of Contracting Agency:** City  
**Acceptance Status:** Accepted Article 8

**Contracting Agency** Send Reply To

City of Rome Joseph Guiliano Engineer II 198 Washington Street Rome NY 13440 (315) 339-7627 jguiliano@romecitygov.com	
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**Project Information**

<b>Project Title</b> Replacement Roof @ Waste Water	
<b>Description of Work</b> roof replacement on various city owned buildings	
<b>Contract Id No.</b> RFB 2020-013	
<b>Project Locations(s)</b> various	
<b>Route No / Street Address</b> Village / City Rome Town	
<b>State / Zip</b> NY 13440	
<b>Nature of Project</b> Other Reconstruction, Maintenance, Repair or Alteration	
<b>Approximate Bid Date</b> 08/13/2020	
<b>Checked Occupation(s)</b> Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)	

**Applicable Counties**

Oneida
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**SECTION 07 53 23**

**RUBBERGARD™ FullForce EPDM MEMBRANE  
WITH SECURE BOND™ TECHNOLOGY ADHERED ROOFING SYSTEM  
FIRESTONE BUILDING PRODUCTS, LLC**

**PART 1 GENERAL**

The project, City of Rome located in Rome, NY, includes the provision of a complete Firestone Building Products RubberGard™ EPDM SA Membrane Roofing System.

**1.01 SUMMARY**

- A. Furnish and install elastomeric sheet roofing system, including:
  - 1. Roofing manufacturer's requirements for the specified warranty.
  - 2. Preparation of roofing substrates.
  - 3. Wood nailers for roofing attachment.
  - 4. Use existing vapor barrier.
  - 5. Insulation.
  - 6. Elastomeric EPDM membrane roofing.
  - 7. Metal roof edging and copings.
  - 8. Flashings.
  - 9. Walkway pads.
  - 10. Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete weatherproof roofing system.
- B. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.
- C. Comply with the published recommendations and instructions of the roofing membrane manufacturer, at <http://manual.fsbp.com> .
- D. Commencement of work by the Contractor shall constitute acknowledgement by the Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. Any modification of the Contract Sum will be made in accordance with the stipulations of the Contract Documents stated elsewhere.

**1.02 RELATED SECTIONS [as present or needed]**

- A. Section 06 10 00 - Rough Carpentry: Wood nailers associated with roofing and roof insulation.
- B. Section 07 62 00 - Sheet Metal Flashing and Trim: Formed metal flashing and trim items associated with roofing.
- C. Section 07 72 00 - Roof Accessories: Roof hatches, vents, and manufactured curbs.
- D. Section 08 62 00 - Unit Skylights.
- E. Section 22 10 00 - Plumbing Piping and Roof Drains.

**1.03 REFERENCES**

- A. Referenced Standards: These standards form part of this specification only to the extent they are referenced as specification requirements.
  - 1. ASTM C 1177/C 1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2006.

2. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2013.
3. ASTM D 3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2012.
4. ASTM D 4637 - Standard Specification for EPDM Sheet used in Single-Ply Roof Membrane; 2004.
5. ASTM D 4811 - Standard Specification for Nonvulcanized (Uncured) Rubber Sheet Used as Roof Flashing; 2004.
6. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2013a.
7. ASTM E 136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2012.
8. FM 1-28 - Design Wind Loads; Factory Mutual System; 2007.
9. FM 1-29 - Roof Deck Securement and Above Deck Roof Components; Factory Mutual System; 2006.
10. FM 4470 - Approval Standard - Class I Roof Covers; current version.
11. PS 1 - Construction and Industrial Plywood; 2009.
12. PS 20 - American Softwood Lumber Standard; 2010.
13. SPRI ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems; 2007. (ANSI/SPRI ES-1).

#### **1.04 SUBMITTALS**

- A. Product Data:
  1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
  2. Where UL or FM requirements are specified, provide documentation that shows that the roofing system to be installed is UL-Classified or FM-approved, as applicable; include data itemizing the components of the classified or approved system.
  3. Installation Instructions: Provide manufacturer's instructions to installer, marked up to show exactly how all components will be installed; where instructions allow installation options, clearly indicate which option will be used.
- B. Shop Drawings: Provide:
  1. The roof membrane manufacturer's standard details customized for this project for all relevant conditions, including flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, and drains.
- C. Pre-Installation Notice: Copy to show that manufacturer's required Pre Installation Notice (PIN) has been accepted and approved by the manufacturer.
- D. Executed Warranty as a requirement of project close-out.
- E. Specimen Warranty: Submit prior to starting work.
- F. Samples: Submit samples of each product to be used.

#### **1.05 QUALITY ASSURANCE**

- A. Applicator Qualifications: Roofing installer shall have the following:

1. Current Firestone Contractor status.
  2. At least ten years experience in installing specified system.
  3. Capability to provide payment and performance bond to building owner.
- B. Pre-Installation Conference: Before start of roofing work, Contractor shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.
1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.
  2. Notify Architect well in advance of meeting.

#### **1.06 DELIVERY, STORAGE AND HANDLING**

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Store materials clear of ground and moisture with weather protective covering.
- C. Keep combustible materials away from ignition sources.

#### **1.07 WARRANTY**

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Warranty: Firestone 20 year Red Shield Limited Warranty covering membrane, roof insulation, and membrane accessories.
  1. Limit of Liability: No dollar limitation.
  2. Scope of Coverage: Repair leaks in the roofing system caused by:
    - a. Ordinary wear and tear of the elements.
    - b. Manufacturing defect in Firestone brand materials.
    - c. Defective workmanship used to install these materials.
    - d. Damage due to winds up to 55 mph.
  3. Not Covered:
    - a. Damage due to winds in excess of 55 mph.
    - b. Damage due to hurricanes or tornadoes.
    - c. Hail.
    - d. Intentional damage.
    - e. Unintentional damage due to normal rooftop inspections, maintenance, or service.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Acceptable Manufacturer - Roofing System: Firestone Building Products Co., Carmel, IN. [www.firestonebpc.com](http://www.firestonebpc.com) or approved equal.
  1. Roofing systems manufactured by others may be acceptable provided the roofing system is completely equivalent in materials and warranty conditions and the manufacturer meets the following qualifications:
    - a. Specializing in manufacturing the roofing system to be provided.
    - b. Minimum ten years of experience manufacturing the roofing system to be provided.
    - c. Able to provide a no dollar limit, single source roof system warranty that is backed by corporate assets in excess of one billion dollars.
    - d. ISO 9002 certified.
    - e. Able to provide polyisocyanurate insulation that is produced in own facilities.
- B. Manufacturer of Insulation and Cover Board: Same manufacturer as roof membrane.
- C. Manufacturer of Metal Roof Edging: Same manufacturer as roof membrane.
  1. Metal roof edging products by other manufacturers are not acceptable.
  2. Field- or shop-fabricated metal roof edgings are not acceptable.

- D. Substitution Procedures: See Instructions to Bidders.
1. Submit evidence that the proposed substitution complies with the specified requirements.

## 2.02 ROOFING SYSTEM DESCRIPTION

- A. Roofing System:
1. Membrane: Ethylene propylene diene monomer (EPDM).
  2. Thickness: As specified elsewhere.
  3. Membrane Attachment: Fully adhered.
  4. Slope: Deck is sloped.
  5. Comply with applicable local building code requirements.
  6. Provide assembly having Underwriters Laboratories, Inc. (UL) Class A Fire Hazard Classification.
- B. Vapor Barrier over deck/deck cover:
1. Membrane: Existing 2 ply vapor barrier
- C. Insulation:
1. Total System R Value: 11.4 (2" ISO) + 2.5 (1/2" ISOGard HD) Total = 13.9
  2. Maximum Board Thickness: 2 inches (50 mm); use as many layers as necessary; stagger joints in adjacent layers.
  3. Base Layer: Polyisocyanurate foam board, non-composite.
    - a. Attachment: Low-rise polyurethane adhesive.
- Cover Board: High Density Polyisocyanurate Cover Board:
1. Thickness: 0.5 inch (12.7mm).
  2. R-Value: 2.5 based on ASTM tests C158 and C177.
    - a. Attachment: Low-rise polyurethane adhesive.

## 2.03 EPDM MEMBRANE MATERIALS

- A. Roofing and Flashing Membrane: Black cured synthetic single-ply membrane composed of ethylene propylene diene terpolymer (EPDM) with the following properties:
1. Thickness: 0.060 inch (1.5 mm).
  2. Reinforcement: Non-reinforced.
  3. Nominal Thickness Tolerance: Plus/minus 10 percent.
  4. Sheet Width: Provide the widest available sheets to minimize field seaming.
  5. Acceptable Product: RubberGard FullForce EPDM Membrane with Secure Bond Technology by Firestone.
- B. Flashing Membrane: Self-curing, non-reinforced membrane composed of nonvulcanized EPDM rubber, complying with ASTM D 4811 Type II, and with the following properties:
1. Thickness: 0.055 inch (1.4 mm).
  2. Color: Same as field membrane
  3. Acceptable Product: RubberGard EPDM FormFlash by Firestone.
- C. Self-Adhesive Flashing Membrane: Semi-cured 45 mil EPDM membrane laminated to 35 mil (0.9 mm) EPDM tape adhesive; QuickSeam Flashing by Firestone.
- D. Pre-Molded Pipe Flashings: EPDM, molded for quick adaptation to different sized pipes; Firestone EPDM Pipe Flashing.
- E. Self-Adhesive Lap Splice Tape: 35 mil (0.9 mm) EPDM-based, formulated for compatibility with EPDM membrane and high-solids primer; QuickSeam Splice Tape by Firestone.
- F. Bonding Adhesive: Neoprene-based, formulated for compatibility with EPDM membrane and wide variety of substrate materials, including masonry, wood, and insulation facings; LVOC Bonding Adhesive by Firestone.
- G. Adhesive Primer: Synthetic rubber based primer formulated for compatibility with EPDM membrane and tape adhesive, with VOC content less than 2.1 lb/gal (250 g/L); QuickPrime Plus LVOC by Firestone.

- H. Low Rise Foam Adhesive: Two-component, low-rise polyurethane adhesive designed to attach polyisocyanurate insulation to a variety of acceptable substrates; ISO Stick by Firestone.
- I. Seam Edge Treatment: EPDM rubber-based sealant, formulated for sealing exposed edges of membrane at seams; FullForce Sealant by Firestone.
- J. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing; Pourable Sealer by Firestone.
- K. Water Block Seal: Butyl rubber sealant for use between two surfaces, not exposed; Water Block Seal by Firestone.
- L. Metal Plates and Strips Used for Fastening Membrane and Insulation: Steel with Galvalume coating; corrosion-resistance meeting FM 4470 criteria.
  - 1. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches (33 mm) wide by 0.10 inch (2.5 mm) thick; Firestone Termination Bar by Firestone.
- M. Roof Walkway Pads: EPDM, 0.30 inch (7.6 mm) thick by 30 by 30 inches (760 by 760 mm) with EPDM tape adhesive strips laminated to the bottom; QuickSeam Walkway Pads by Firestone.

#### **2.04 ROOF INSULATION AND COVER BOARDS**

- A. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C 1289 Type II Class 1, with the following additional characteristics:
  - 1. Thickness: As indicated elsewhere.
  - 2. Size: 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
    - a. Exception: Insulation to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
  - 3. R-Value (LTTR): 1.0 inch (25 mm) Thickness: 5.7, minimum.
  - 4. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C 1289.
  - 5. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
  - 6. Recycled Content: 19 percent post-consumer and 15 percent post-industrial, average.
  - 7. Acceptable Product: ISO 95+ polyiso board insulation by Firestone
- B. High Density Polyisocyanurate Cover Board: Non-combustible, water resistant high density, closed cell polyisocyanurate core with coated glass mat facers, complying with ASTM D 1623, and with the following additional characteristics:
  - 1. Size: 48 inches (1220 mm) by 96 inches (2440 mm), nominal.
    - a. Exception: Board to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
  - 2. Thickness: 0.5 inch (12.7mm).
  - 3. R-Value: 2.5 based on ASTM tests C158 and C177.
  - 4. Surface Water Absorption: <3%, maximum, when tested in accordance with ASTM C 209.
  - 5. Compressive Strength: 120psi, when tested in accordance with ASTM 1621.
  - 6. Density: 5pcf, when tested in accordance with ASTM 1622.
  - 7. Factory Mutual approved for use with FM 1-60 and 1-90 rated roofing assemblies.
  - 8. Mold Growth Resistance: Passed, when tested in accordance with ASTM D 3273.
  - 9. Acceptable Product: ISOGARD HD Cover Board by Firestone.
- C. Adhesive for Insulation Attachment: Type as required by roof membrane manufacturer for roofing system and warranty to be provided; use only adhesives furnished by roof membrane manufacturer.

#### **2.06 METAL ACCESSORIES**

Include following elements as applicable to your project, eliminate others:

- A. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer.
  - 1. Wind Performance:

- a. Membrane Pull-Off Resistance: 100 lbs/ft (1460 N/m), minimum, when tested in accordance with ANSI/SPRI ES-1 Test Method RE-1, current edition.
- b. Fascia Pull-Off Resistance: At least the minimum required when tested in accordance with ANSI/SPRI ES-1 Test Method RE-2, current edition.
- c. Provide product listed in current Factory Mutual Research Corporation Approval Guide with at least FM 1-270 rating.
2. Description: Two-piece; 45 degree sloped galvanized steel sheet edge member securing top and bottom edges of formed metal fascia; Firestone EdgeGard Plus or Firestone Rail Fascia.
3. Fascia Face Height: Verify In Field
4. Edge Member Height Above Nailer: 1-1/4 inches (31 mm).
5. Fascia Material and Finish: 24 gage, 0.024 inch (0.06 mm) galvanized steel with Kynar 500 finish in manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.
6. Length: 144 inches (3650 mm).
7. Functional Characteristics: Fascia retainer supports while allowing for free thermal cycling of fascia.
8. Aluminum Bar: Continuous 6063-T6 alloy aluminum extrusion with pre-punched slotted holes; miters welded; injection molded EPDM splices to allow thermal expansion.
9. Anchor Bar Cleat: 20 gage, 0.036 inch (0.9 mm) G90 coated commercial type galvanized steel with pre-punched holes.
10. Curved Applications: Factory modified.
11. Fasteners: Factory-provided corrosion resistant fasteners, with drivers; no exposed fasteners permitted.
12. Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, scuppers, and end caps; minimum 14 inch (355 mm) long legs on corner pieces.
13. Scuppers: Welded watertight.
14. Accessories: Provide matching brick wall cap, downspout, extenders, and other special fabrications as shown on the drawings.
- B. Parapet Copings: Formed metal coping with galvanized steel anchor/support cleats for capping any parapet wall; watertight, maintenance free, without exposed fasteners; butt type joints with concealed splice plates; mechanically fastened as indicated; Firestone PTCF.
  1. Wind Performance:
    - a. At least the minimum required when tested in accordance with ANSI/SPRI ES-1 Test Method RE-3, current edition.
    - b. Provide product listed in current Factory Mutual Research Corporation Approval Guide with at least FM 1-90 rating.
  2. Description: Coping sections allowed to expand and contract freely while locked in place on anchor cleats by mechanical pressure from hardened stainless steel springs factory attached to anchor cleats; 8 inch (200 mm) wide splice plates with factory applied dual non-curing sealant strips capable of providing watertight seal.
  3. Material and Finish: 24 gage, 0.024 inch (0.06 mm) thick galvanized steel with Kynar 500 finish in manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.
  4. Dimensions:
    - a. Wall Width: As indicated on the drawings.
    - b. Piece Length: Minimum 144 inches (3650 mm).
    - c. Curved Application: Factory fabricated in true radius.
  5. Anchor/Support Cleats: 20 gage, 0.036 inch (0.9 mm) thick prepunched galvanized cleat with 12 inch (305 mm) wide stainless steel spring mechanically locked to cleat at 72 inches (1820 mm) on center.
  6. Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, corners, intersections, curves, pier caps, and end caps; minimum 14 inch (355 mm) long legs on corner, intersection, and end pieces.
  7. Fasteners: Factory-furnished; electrolytically compatible; minimum pull out resistance of 240

pounds (109 kg) for actual substrate used; no exposed fasteners.

## **2.07 ACCESSORY MATERIALS**

- A. Wood Nailers: PS 20 dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir; or PS 1, APA Exterior Grade plywood; pressure preservative treated.
  - 1. Width: 3-1/2 inches (90 mm), nominal minimum, or as wide as the nailing flange of the roof accessory to be attached to it.
  - 2. Thickness: Same as thickness of roof insulation.

## **PART 3 INSTALLATION**

### **3.01 GENERAL**

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
- C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.
- D. Perform work using competent and properly equipped personnel.
- E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F (15 to 25 degrees C).
- G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
  - 1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
  - 2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
  - 3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
- I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

### **3.02 EXAMINATION**

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Examine roof substrate to verify that it is properly sloped to drains.
- D. Verify that the specifications and drawing details are workable and not in conflict with the roofing

manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.

### **3.03 PREPARATION**

- A. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.
- C. Fill all surface voids in the immediate substrate that are greater than 1/4 inch (6 mm) wide with fill material acceptable insulation to membrane manufacturer.
- D. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into build

### **3.05 INSULATION AND COVER BOARD INSTALLATION**

- A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.
- B. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- C. Lay roof insulation in courses parallel to roof edges.
- D. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch (6 mm).
- E. Adhesive Attachment: Apply in accordance with membrane manufacturer's instructions and recommendations; "walk-in" individual roof insulation boards to obtain maximum adhesive contact.

### **3.06 SINGLE-PLY MEMBRANE INSTALLATION**

- A. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.
- B. Lay out the membrane pieces so that field and flashing splices are installed to shed water.
- C. Install membrane without wrinkles and without gaps or fishmouths in seams; bond and test seams and laps in accordance with membrane manufacturer's instructions and details.
- D. Install membrane adhered to the substrate, with edge securement as specified.
- E. Adhered Membrane: Bond membrane sheet to substrate using membrane manufacturer's recommended bonding material, application rate, and procedures.
- F. Edge Securement: Secure membrane at all locations where membrane terminates or goes through an angle change greater than 2 in 12 inches (1:6 ) using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing manufacturer.
  - 1. Exceptions: Round pipe penetrations less than 18 inches (460 mm) in diameter and square penetrations less than 4 inches (200 mm) square.
  - 2. Metal edging is not merely decorative; ensure anchorage of membrane as intended by roofing manufacturer.

### **3.07 FLASHING AND ACCESSORIES INSTALLATION**

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.
- B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto

membrane.

1. Follow roofing manufacturer's instructions.
  2. Remove protective plastic surface film immediately before installation.
  3. Install water block sealant under the membrane anchorage leg.
  4. Flash with manufacturer's recommended flashing sheet unless otherwise indicated.
  5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
  6. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of the two flashing sections.
  7. When the roof slope is greater than 1:12, apply seam edge treatment along the back edge of the flashing.
- C. Scuppers: Set in sealant and secure to structure; flash as recommended by manufacturer.
- D. Roofing Expansion Joints: Install as shown on drawings and as recommended by roofing manufacturer.
- E. Flashing at Walls, Curbs, and Other Vertical and Sloped Surfaces: Install weathertight flashing at all walls, curbs, parapets, curbs, skylights, and other vertical and sloped surfaces that the roofing membrane abuts to; extend flashing at least 8 inches (200 mm) high above membrane surface.
1. Use the longest practical flashing pieces.
  2. Evaluate the substrate and overlay and adjust installation procedure in accordance with membrane manufacturer's recommendations.
  3. Complete the splice between flashing and the main roof sheet with specified splice adhesive before adhering flashing to the vertical surface.
  4. Provide termination directly to the vertical substrate as shown on roof drawings.
- F. Roof Drains:
1. Taper insulation around drain to provide smooth transition from roof surface to drain. Use specified pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope; slope not to exceed manufacturer's recommendations.
  2. Position membrane, then cut a hole for roof drain to allow 1/2 to 3/4 inch (12 to 19 mm) of membrane to extend inside clamping ring past drain bolts.
  3. Make round holes in membrane to align with clamping bolts; do not cut membrane back to bolt holes.
  4. Apply sealant on top of drain bowl where clamping ring seats below the membrane
  5. Install roof drain clamping ring and clamping bolts; tighten clamping bolts to achieve constant compression.
- G. Flashing at Penetrations: Flash all penetrations passing through the membrane; make flashing seals directly to the penetration.
1. Pipes, Round Supports, and Similar Items: Flash with specified pre-molded pipe flashings wherever practical; otherwise use specified self-curing elastomeric flashing.
  2. Pipe Clusters and Unusual Shaped Penetrations: Provide penetration pocket at least 2 inches (50 mm) deep, with at least 1 inch (25 mm) clearance from penetration, sloped to shed water.
  3. Structural Steel Tubing: If corner radii are greater than 1/4 inch (6 mm) and longest side of tube does not exceed 12 inches (305 mm), flash as for pipes; otherwise, provide a standard curb with flashing.
  4. Flexible and Moving Penetrations: Provide weathertight gooseneck set in sealant and secured to deck, flashed as recommended by manufacturer.

### 3.08 FINISHING AND WALKWAY INSTALLATION

- A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and where indicated on the drawings.
1. Use specified walkway pads unless otherwise indicated.

- B. Walkway Pads: Adhere to the roofing membrane, spacing each pad at minimum of 1.0 inch (25 mm) and maximum of 3.0 inches (75 mm) from each other to allow for drainage.
  - 1. If installation of walkway pads over field fabricated splices or within 6 inches (150 mm) of a splice edge cannot be avoided, adhere another layer of flashing over the splice and extending beyond the walkway pad a minimum of 6 inches (150 mm) on either side.
  - 2. Prime the membrane, remove the release paper on the pad, press in place, and walk on pad to ensure proper adhesion.

### **3.09 FIELD QUALITY CONTROL**

- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- B. Perform all corrections necessary for issuance of warranty.

### **3.10 CLEANING**

- A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

### **3.11 PROTECTION**

- A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

**END OF SECTION**

SECTION 07 41 13

**UNA-CLAD™ UC-14 METAL PANEL ROOFING SYSTEM  
FIRESTONE BUILDING PRODUCTS, LLC**

**PART 1 GENERAL**

The project, City of Rome located in Rome, NY, includes the provision of a complete Firestone Building Products UNA-CLAD™ UC-14 Self-locking, Concealed Clip, Standing Seam Metal Panel Roofing System.

**1.01 SUMMARY**

- A. Furnish and install concealed clip metal panel roofing system, including:
  - 1. Roofing manufacturer's requirements for the specified warranty.
  - 2. Preparation of roofing substrates.
  - 3. Wood nailers for roofing attachment.
  - 4. Self adhering underlayment.
  - 5. Metal roof edging and copings.
  - 6. Flashings.
  - 7. Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete roofing system.
- B. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.
- C. Comply with the published recommendations and instructions of the roofing system manufacturer, at <http://manual.fsbp.com>.
- D. Commencement of work by the Contractor shall constitute acknowledgement by the Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing system manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.

**1.02 RELATED SECTIONS [as present or needed]**

- A. Section 06 10 00 - Rough Carpentry:
  - 1. Roof Sheathing: Plywood or oriented strand board (OSB), minimum 7/16 inch (11 mm) thickness with H-clip or tongue-and-grooved joints.
  - 2. Perimeter wood members for attachment of edge trim.
  - 3. Wood nailers associated with roof insulation installed by others.
- B. Section 07 62 00 - Sheet Metal Flashing and Trim: Formed metal flashing and trim items associated with non-metal roofing.
- C. Section 07 72 00 - Roof Accessories: Roof hatches and vents for installation on curbs specified in this section.
- D. Section 08 62 00 - Unit Skylights: For installation on curbs specified in this section.

**1.03 REFERENCES**

- A. Referenced Standards: These standards form part of this specification only to the extent they are referenced as specification requirements.
  - 1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures; American Society of Civil Engineers; 2011.
  - 2. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2011.

## City of Rome – Garage Roof

3. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2008.
4. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2013.
5. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2013.
6. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2013a.
7. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings; American Society for Testing and Materials; 2011.
8. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2012.
9. ASTM E1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference; American Society for Testing and Materials; 2005 (Reapproved 2012)
10. ASTM E1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference; American Society for Testing and Materials; 1995 (Reapproved 2011).
11. ASTM E1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems; American Society for Testing and Materials; 2011.
12. MBMA - Metal Roofing Systems Design Manual; Metal Building Manufacturers Association; 2012.
13. PS 1 - Construction and Industrial Plywood; 2009.
14. PS 20 - American Softwood Lumber Standard; 2010.
15. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.
16. UL 2218 - Standard for Impact Resistance of Prepared Roof Covering Materials; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

### 1.04 SUBMITTALS

- A. Product Data: Submit manufacturer's data sheets on each product to be installed and manufacturer's standard detail drawings applicable to this project.
  1. Installation Instructions: Provide manufacturer's instructions to installer, marked up to show exactly how all components will be installed; where instructions allow installation options, clearly indicate which option will be used.
- B. Samples: Submit following samples for approval:
  1. 12 inch (300 mm) long sample of roof panel.
  2. Roof attachment clips.
  3. Color chips for selection of finish color and sheen.
  4. After selection of finish color, provide two 3 by 5 inch (75 by 125 mm) metal samples finished in color selected.
- C. Shop Drawings: Provide drawings prepared especially for this project for all relevant conditions, including plans and elevations, sections and details, specified loads, flashings, roof edges, terminations, expansion joints, curbs, penetrations, and drainage. Specifically include interfaces with materials not supplied by metal roof panel manufacturer and identify each component and its finish.
- D. Pre-Installation Notice: Copy to show that manufacturer's required Pre-Installation Notice (PIN) has been accepted and approved by the manufacturer.

- E. Manufacturer's Installation Inspection Reports: Manufacturer may, at its option, inspect the installation at any time to appraise the installing contractor of their compliance with manufacturer's requirements. Typical inspections will include:
  - 1. Prior to the installation of the metal roofing panels to inspect the underlayments. The roofing contractor is responsible for assuring that the substrate is in suitable condition for the installation of the metal roofing components to the substrate.
  - 2. Intermediate inspections to ensure proper installation of the metal roofing panels (if required).
  - 3. At final completion of all metal roofing system work.
  - 4. Submit to Owner, for the project record, a copy of each report of inspection made.
- F. Executed Warranty, by authorized company official upon final close-out.
- G. Specimen Warranty: Submit prior to starting work.

#### **1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: Roofing installer shall have received training from metal panel manufacturer for installation of the specified roof panel system, and:
  - 1. Current Firestone Red Shield licensed installer status.
  - 2. Having and using only equipment authorized and inspected by metal panel manufacturer.
  - 3. Capability to provide payment and performance bond to building owner.
- B. Pre-Installation Conference: Before start of roofing work, Contractor shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.
  - 1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.
  - 2. Notify Architect well in advance of meeting.

#### **1.06 DELIVERY, STORAGE AND HANDLING**

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Exercise extreme care in unloading, storing, and installing metal panels to prevent bending, warping, twisting, and surface damage.
- C. Store products above ground on well-supported platforms that provide minimum of 1:48 slope. Store under waterproof covering or indoors and provide proper ventilation of metal components to prevent condensation build-up between metal components.

#### **1.07 WARRANTY**

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Manufacturer's warranty is in addition to, and not a limitation of, other rights the owner may have under the contract documents.
- C. Warranty: Firestone Red Shield Limited Warranty covering roof panels and associated metal components, roof sheathing/insulation manufactured by Firestone, and accessories, covering weathertightness, finish, materials, labor, and workmanship.
  - 1. Limit of Liability: No dollar limitation.
  - 2. Scope of Coverage: Repair leaks in the roofing system caused by:
    - a. Ordinary wear and tear of the elements.
    - b. Manufacturing defect in Firestone brand materials.
    - c. Defective workmanship used to install these materials.
    - d. Damage due to winds up to 55 mph.
  - 3. Not Covered:
    - a. Materials made by entities other than Firestone Building Products
    - b. Damage due to winds in excess of 55 mph.
    - c. Damage due hurricanes or tornadoes.

- d. Hail.
  - e. Intentional damage.
  - f. Unintentional damage due to normal rooftop inspections, maintenance, or service.
- D. Painted Finish Warranty: Provide Firestone standard Red Shield non-prorated warranty covering durability of painted finish, to include film integrity, color change, fading, and chalking, unless otherwise indicated below.
- 1. Warranty Period: 20 years commencing on date of substantial completion.
  - 2. Metallic Colors (as identified by Firestone): Not warranted against color change or fading.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Acceptable Manufacturer - Metal Roof Panels and Associated Sheet Metal Components: Firestone Building Products LLC, Carmel, IN: [www.firestonebpc.com](http://www.firestonebpc.com) or approved equal.
- 1. Provide all components of system supplied or specified by same manufacturer.
  - 2. Roofing systems manufactured by others may be acceptable provided the roofing system is completely equivalent in materials and warranty conditions and the manufacturer meets the following qualifications:
    - a. Specializing in manufacturing the roofing system to be provided.
    - b. Minimum ten years of experience manufacturing the roofing system to be provided.
    - c. Able to provide a no dollar limit, single source roof system warranty that is backed by corporate assets in excess of one billion dollars.
    - d. ISO 9002 certified.
    - e. Able to provide waterproofing membrane underlayment.
- B. Manufacturer of Insulation: Same manufacturer as metal roof panels.
- C. Substitutions: See Section 1 - Product Requirements.
- 1. Submit evidence that the proposed substitution complies with the specified requirements.

### **2.02 ROOFING SYSTEM DESCRIPTION**

- A. Roofing System: Standing seam metal roof panels and other components, together forming a watertight assembly having the following characteristics:
- 1. Warranty: 20 year.
  - 2. Panel Seam Type: Self-locking; not requiring field seaming, concealed clip attachment to substrate.  
Retain one / Delete one
  - 3. Panel Material: Steel, 24 gauge (0.64 mm) with fluoropolymer finish, over G90 hot-dipped galvanized coating.
  - 3. Color: To be selected from manufacturer's standard and premium colors.
  - 4. Design Loads: In accordance with ASCE 7, current edition.
    - a. Design Snow Load: Not less than 20 psf (960 kPa).
    - b. Maximum Deflection Under Snow Load: Not more than L/180 or as recommended by ASCE 7, whichever is less.
    - c. Wind Uplift Resistance: Class 90 rating, minimum, when tested in accordance with UL 580.
    - d. Wind Pull-Off Resistance: No failure of roof panel or fasteners when tested in accordance with ASTM E1592 for negative loading equal to negative design wind load; for assemblies not tested, capacity for gauge, span, or loading may be determined by interpolating between test values only.
  - 5. Impact Resistance: Minimum of Class 4, when tested in accordance with UL 2218.
  - 6. Thermal Effects: Design roof panels and their attachment to allow free movement in response to expansion and contraction forces resulting from temperature variation, as specified in the MBMA Metal Roofing Systems Design Manual.
  - 7. External Fire Resistance: Class A when tested in accordance with ASTM E108 or UL 790.

8. Provide all necessary members and connections, whether indicated in the manufacturer's standard detail drawings or not.
  9. Accessories and Their Fasteners: Capable of resisting the specified design wind uplift forces and allowing for thermal movement of the roof panel system, not restricting free movement of the roof panel system resulting from thermal forces except at designed points of roof panel fixity.
- B. Roof System Components: In order from the top down:
1. Metal roofing panels and trim.
  2. Underlayment: Self-adhering, high temperature underlayment over entire roof; material as specified.

### **2.03 ROOF PANELS AND SHEET METAL FABRICATIONS**

- A. Roof Panels: Firestone UNA-CLAD UC-14 Standing Seam Roofing; roll formed roofing panels produced in a permanent factory environment with fixed-base roll-forming equipment.
1. Seam Height: 1-3/4 inches (44.5 mm).
  2. Seam Spacing (Panel Width): 16 inches.
  2. Profile: Flat.
  3. Texture: Smooth.
  4. Provide factory applied integral seam sealant in leg of panel.
  5. Concealed clips as tested and supplied by manufacturer.
  6. Form roofing panels in longest practical lengths, true to shape, accurate in size, square, and free from distribution or manufacturing defects.
- B. Steel Sheet: ASTM A653/A653M, lock-forming quality, extra smooth, tension-leveled, galvanized/galvannealed steel, minimum spangle.
- B. Fluoropolymer Coating: 70 percent full strength Kynar 500/Hylar 5000.
1. Exposed Surface: 1.0 mil (0.25 mm) plus/minus 0.1 mil (0.025 mm) total dry film thickness.
  2. Concealed Surface: 0.2 to 0.3 mils (0.05 to 0.08 mm) total dry film thickness.
  3. Color: To be selected from manufacturer's standard and premium colors.
- C. Sheet Metal Components Associated with Metal Roof Panels: Made by same manufacturer and compatible with roof panels; of not less than minimum thickness required by roof panel manufacturer.
1. Fabricate trim, flashing, and accessories to roofing manufacturer's specified or approved profiles.
  2. Exposed metal components of same finish as panels.
  3. Color: Same as panels.
  4. Provide the following formed sheet metal components:
    - a. Eave.
    - b. Vented ridge.
    - c. High eave, vented.
    - d. Vertical fascia.
    - e. Side wall flashing.
    - f. Pipe and other penetration flashings, for penetrations over 8 inches.
    - g. Flashings at interface to other roofing types.
    - h. Other flashings.
    - i. Copings, parapet covers.
    - j. Soffit panels, solid.
    - k. Soffit panels, vented.

### **2.05 ACCESSORY MATERIALS**

- A. Self-Adhered Underlayment: Rubberized sheet waterproof membrane complying with ASTM D 1970/D1970M, self-adhering.
1. Resistance to Direct Exposure: At least 90 days.
  2. Minimum High Temperature Resistance: 230 degrees F (110 degrees C).

3. Water Vapor Permeance: 0.1 perm (5.7 ng/(Pa s sq m)), maximum.
  4. Acceptable Product: Clad-Gard SA by Firestone
- B. Fasteners: In strict accordance with metal roof panel manufacturer's requirements; minimize exposed fasteners.
1. Fasteners Exposed to Weather: Sealed or with sealed washers on exterior side of covering to waterproof fastener penetration; washer material compatible with screw head; minimum 3/8 inch (9.5 mm) diameter washer for structural connections; gasket portion of fasteners or washers made of EPDM, neoprene, or other equally durable elastomeric material.
  2. Fasteners Exposed to View: Head of color matching panel or component in which installed.
- C. Installation Clips: Manufacturer standard galvanized or stainless steel clips, as required by panel selection, for concealed securement of panels. Use only those approved for use by the roof system manufacturer.

## **PART 3 INSTALLATION**

### **3.01 GENERAL**

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
- C. Verify that shop drawings prepared by metal roof panel manufacturer have been approved and are available to installers; do not use drawings prepared by others for installation drawings.
- D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptance of project conditions and requirements.
- E. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.
- F. Perform work using competent and properly equipped personnel.
- G. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- H. Install roofing only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F (15 to 25 degrees C).
- I. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
  2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
  3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- J. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
- K. Consult panel manufacturer's instructions, container labels, and Safety Data Sheets (SDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

### **3.02 EXAMINATION**

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Verify that the substructure installation is in accordance with the approved shop drawings and roof panel manufacturer's requirements, that the fasteners are correct for the substrate, and the substrate is installed to accommodate and support the appropriate clip spacing and attachment.
- D. Verify that installed work of other trades that such work is complete to a point where the roofing system installation may commence.
- E. Verify that roof openings, curbs, pipes, sleeves, ducts, vents, and other penetrations through roof substrate are complete and properly located.
- F. In event of discrepancy, notify Architect in writing; do not proceed with installation until discrepancies have been resolved.

### **3.04 COVER BOARD INSTALLATION**

- A. Install cover board over entire area to be roofed, mechanically fastened as required by roofing manufacturer.

### **3.05 UNDERLAYMENT INSTALLATION**

- A. Install underlayment in accordance with manufacturer's instructions.
- B. Install self-adhered underlayment over entire roofing surface.

### **3.06 ROOF PANEL INSTALLATION**

- A. Install the metal roof panel system in accordance with the manufacturer's instructions, installation drawings, and approved shop drawings, so that it is weathertight and allows for thermal movement.
- B. Locate space and fasten all clips in accordance with roof panel manufacturer's recommendations. For required fasteners, use proper torque settings to obtain controlled uniform compression for a positive seal without rupturing the sealing washers.
- C. Do not place utility penetrations through the panel seams.
- D. Do not allow panels or trim to come into contact with dissimilar materials (i.e. copper, lead, graphite, treated lumber, mortar, etc). Protect from water run-off from these materials.
- E. Perform field cutting of panels and related sheet metal components by means of hand or electric shears. At no time shall a hot/friction saw be used.
- F. Remove protective film immediately after installation.

### **3.07 FLASHING AND ACCESSORIES INSTALLATION**

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by roof panel manufacturer's recommendations and details.
- B. Install metal trim, accessories, and edgings in locations indicated on the drawings.
  - 1. Follow roofing manufacturer's instructions.
  - 2. Remove protective plastic surface film immediately before installation.
- C. Flashing at Walls, Curbs, and Other Vertical and Sloped Surfaces: Install weathertight flashing at all walls, curbs, parapets, curbs, skylights, and other vertical and sloped surfaces that the roofing system abuts to; extend flashing at least 8 inches high above system surface.
- D. Flashing at Penetrations: Flash all penetrations passing through the panel; make flashing seals directly to the penetration.

## City of Rome – Garage Roof

1. Pipes, Round Supports, and Similar Items: Flash with specified pre-molded pipe flashings wherever practical.
2. Where pre-molded pipe flashings are not practical, provide flashing detail as recommended by metal panel manufacturer.

### **3.08 FIELD QUALITY CONTROL**

- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- B. Perform all corrections necessary for issuance of warranty.

### **3.09 ADJUSTING AND CLEANING**

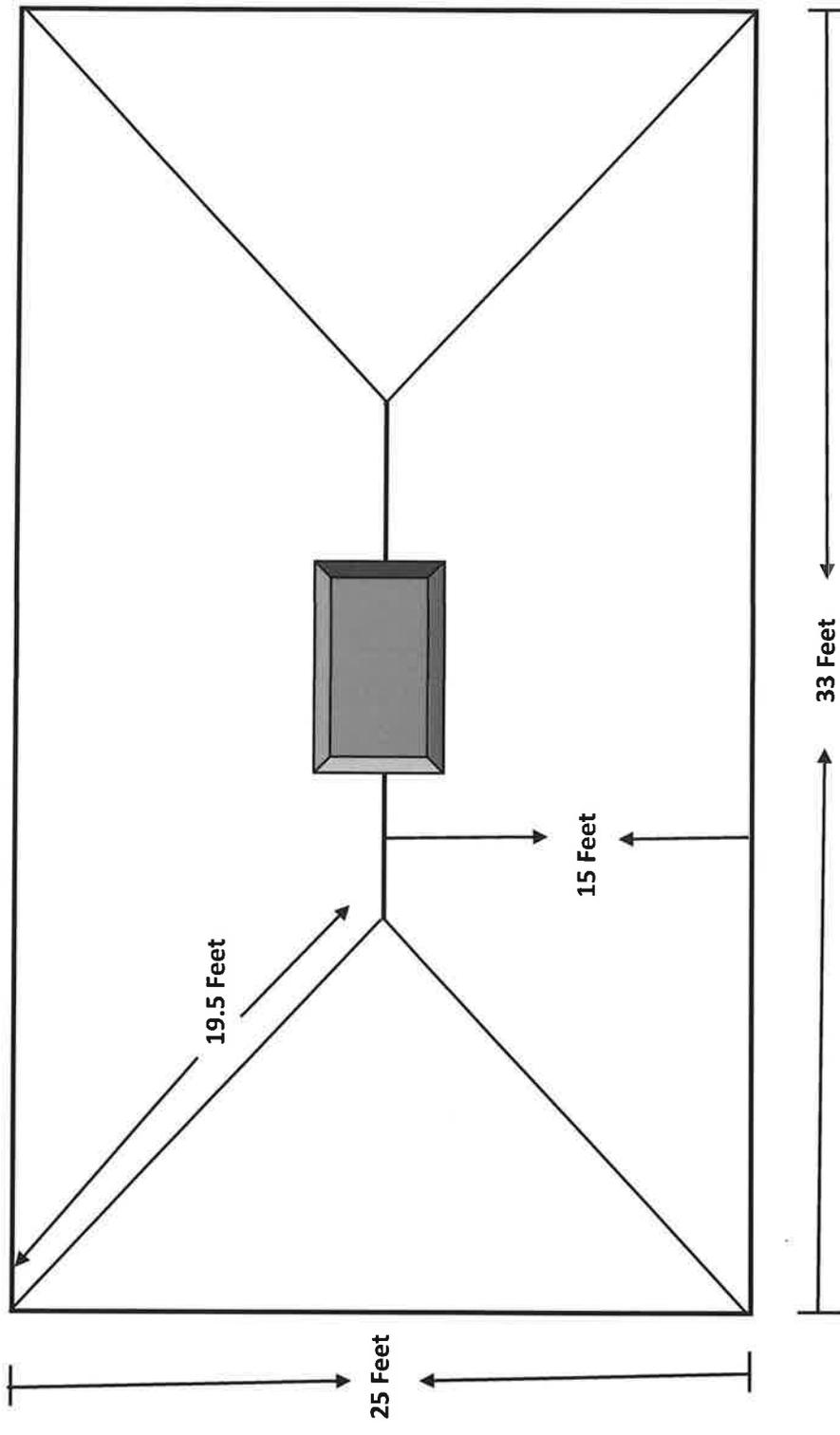
- A. Repair panels having minor damage.
- B. Remove panels damaged beyond repair and replace with new panels to match adjacent undamaged panels.
- C. Clean exposed panel surfaces promptly after installation in accordance with recommendations of panel and coating manufacturers.
- D. Clean all contaminants generated by roofing work from building and surrounding areas, including adhesives, sealants, and coatings.
- E. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- F. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

### **3.10 PROTECTION**

- A. Where construction traffic must continue over finished roof panels, provide durable protection and replace or repair damaged roofing to original condition.

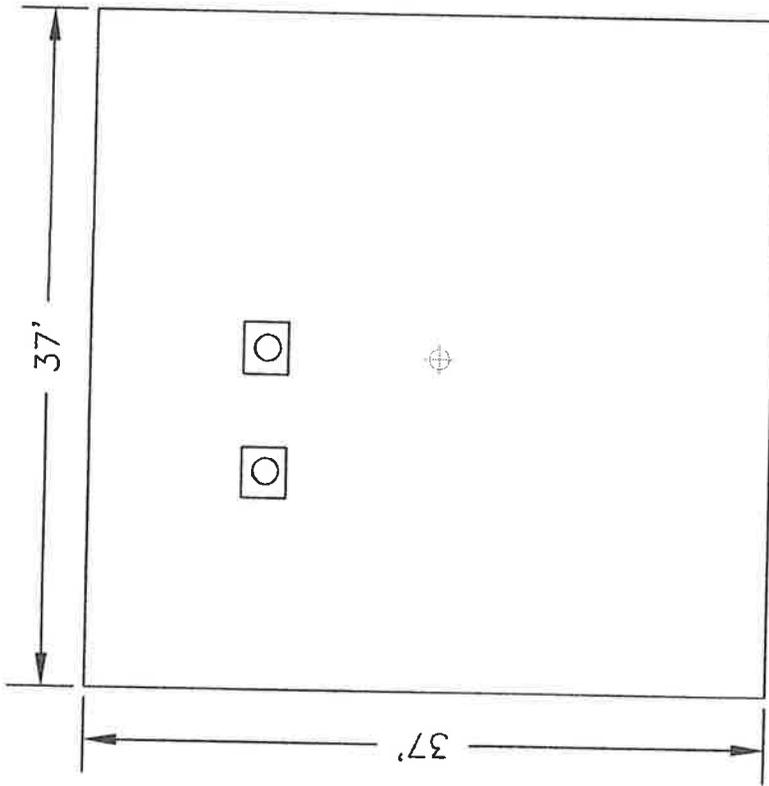
**END OF SECTION**

Same Spec as Garage Roof



City of Rome, New York	
Waste Water Treatment Plant	
Rome, NY 13440	
Date: 1/27/20	ROOF: Ft Bull Pump Station

#1

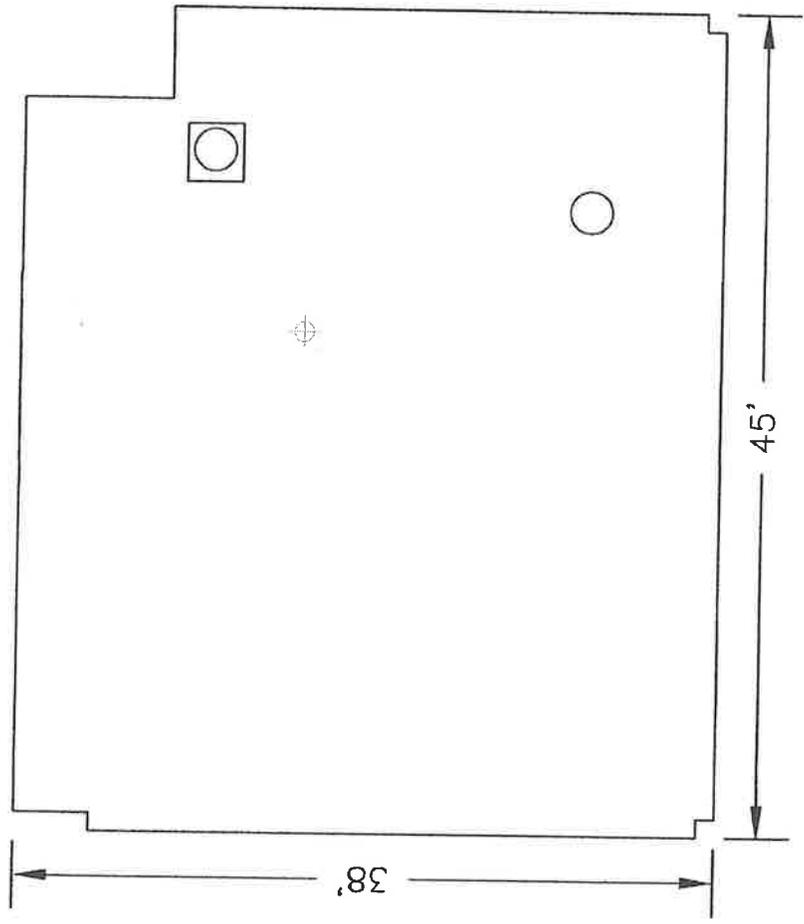


Current Roof System:  
EPDM .060 Ballasted  
Polyisocyanurate Insulation  
2 Ply Vapor Barrier (Mopped to deck)  
Concrete Deck  
1,369 Square Feet

City of Rome, New York Waste Water Treatment Plant Rome, NY 13440	
DATE: 7-20-10	ROOF: Generator Buildir

#1

#2

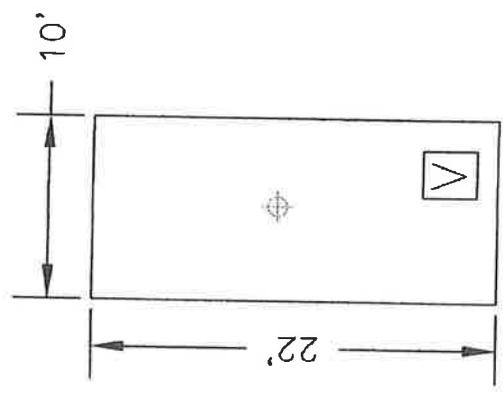


Current Roof System:  
EPDM .060 Ballasted  
Polyisocyanurate Insulation  
2 Ply Vapor Barrier (Mopped to deck)  
Concrete Deck  
1,664 Square Feet

City of Rome, New York	
Waste Water Treatment Plant	
Rome, NY 13440	
DATE: 7-20-10	ROOF: Chlorine Building

#2

#3



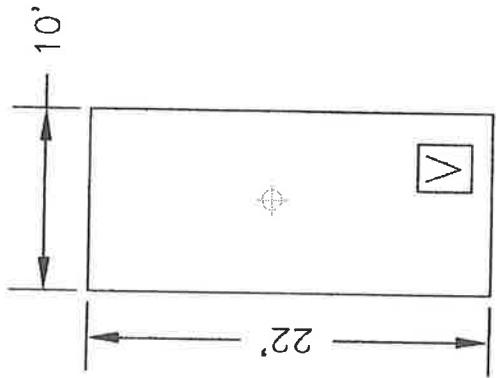
Current Roof System:  
EPDM .060 Ballasted  
Polyisocyanurate Insulation  
2 Ply Vapor Barrier (Mopped to deck)  
Concrete Deck  
220 Square Feet

City of Rome, New York  
Waste Water Treatment Plant  
Rome, NY 13440

DATE: 7-20-10 ROOF: Thick Sludge 1

#3

#4



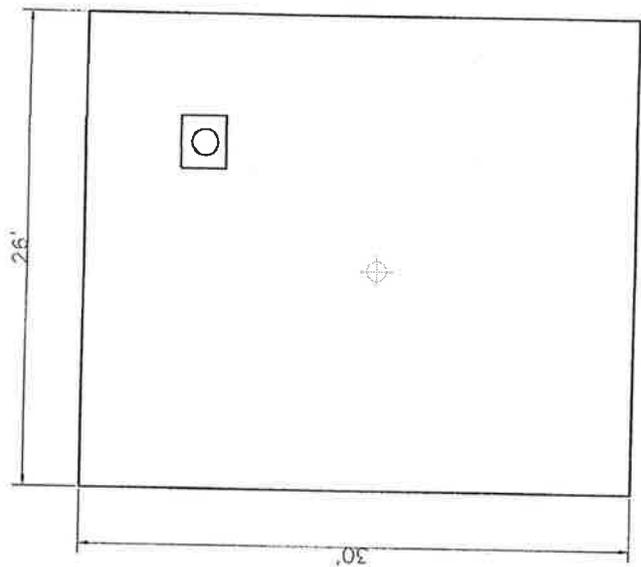
Current Roof System:  
EPDM .060 Ballasted  
Polyisocyanurate Insulation  
2 Ply Vapor Barrier (Mopped to deck)  
Concrete Deck  
220 Square Feet

City of Rome, New York  
Waste Water Treatment Plant  
Rome, NY 13440

DATE: 7-20-10 ROOF: Thick Sludge 2

#4

#5

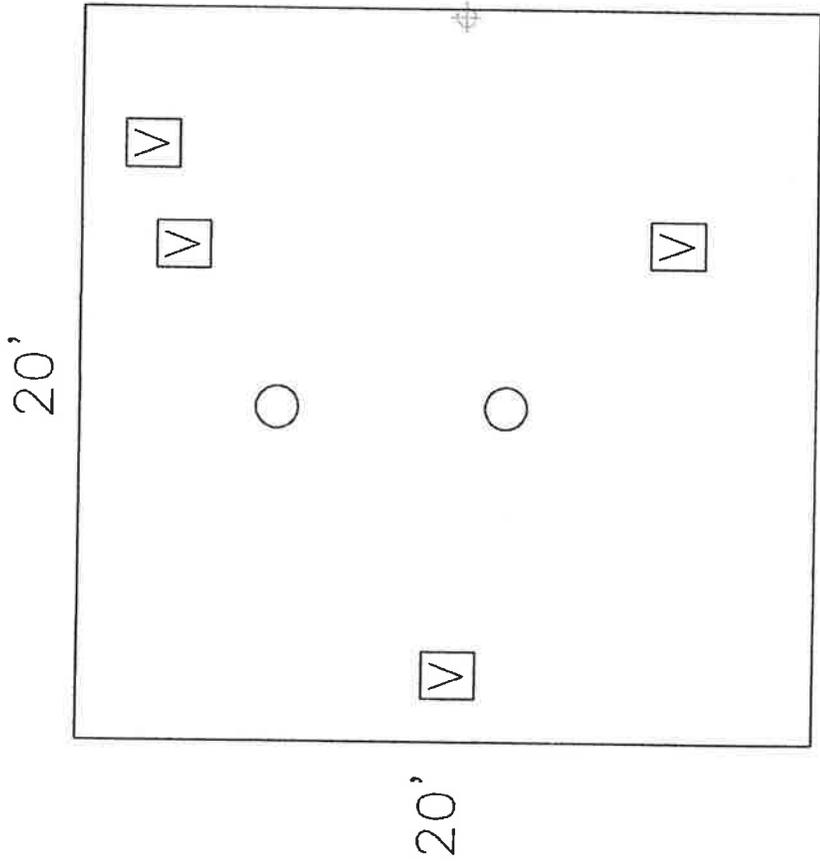


Current Roof System:  
EPDM .060 Ballasted  
Polyisocyanurate Insulation  
2 Ply Vapor Barrier (Mopped to deck)  
Concrete Deck  
780 Square Feet

City of Rome, New York Waste Water Treatment Plant Rome, NY 13440	
DATE: 7-20-10	ROOF: Scum&Grease Se

#5

#6



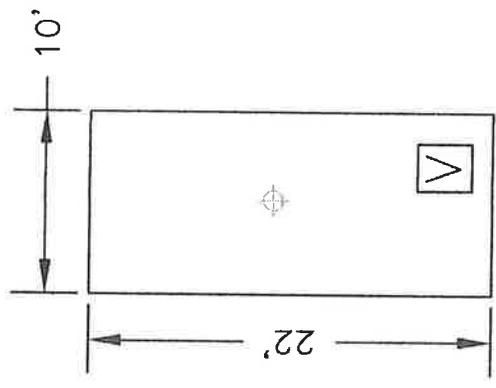
Current Roof System:  
EPDM .060 Ballasted  
Polyisocyanurate Insulation  
2 Ply Vapor Barrier (Mopped to deck)  
Concrete Deck  
400 Square Feet

City of Rome, New York  
Waste Water Treatment Plant  
Rome, NY 13440

DATE: 7-20-10 ROOF: Raw Waste Bldg

#6

#7



Current Roof System:  
EPDM .060 Ballasted  
Polyisocyanurate Insulation  
2 Ply Vapor Barrier (Mopped to deck)  
Concrete Deck  
220 Square Feet

City of Rome, New York Waste Water Treatment Plant Rome, NY 13440	
DATE: 7-20-10	ROOF: Scum Pump #1

#7

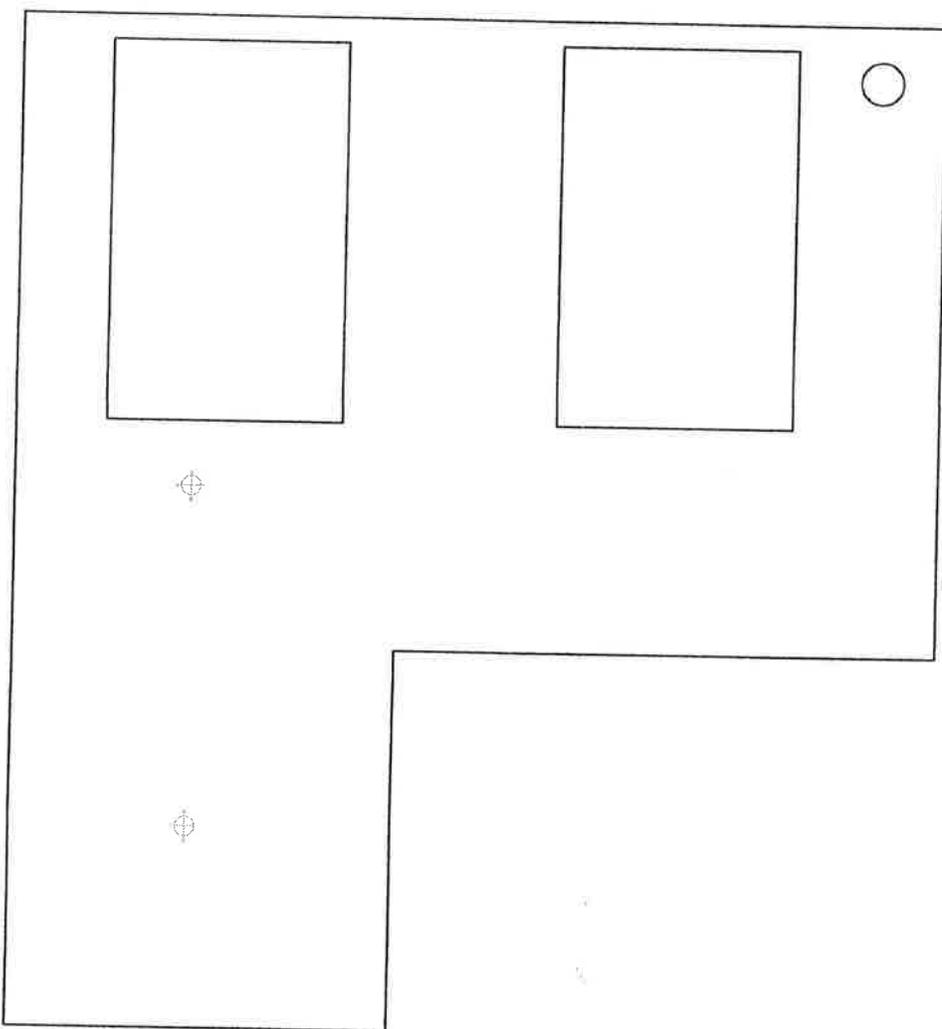
#8

32'

17'

29'

20'



Current Roof System:  
 EPDM .060 Ballasted  
 Polyisocyanurate Insulation  
 2 Ply Vapor Barrier (Mopped to deck)  
 Concrete Deck  
 724 Square Feet

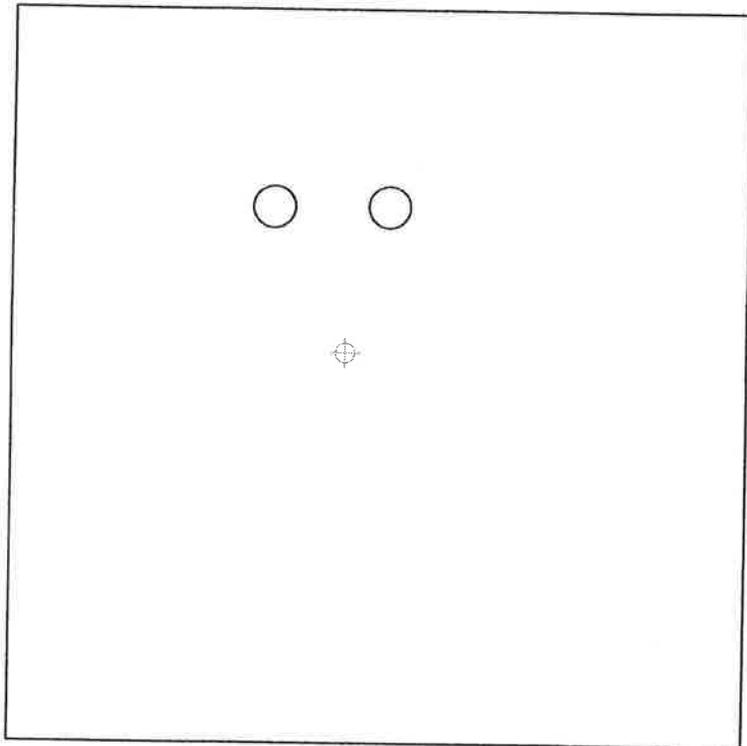
City of Rome, New York  
 Waste Water Treatment Plant  
 Rome, NY 13440

DATE: 7-20-10 ROOF: Screen & Grit E

#8

#9

18'



19'

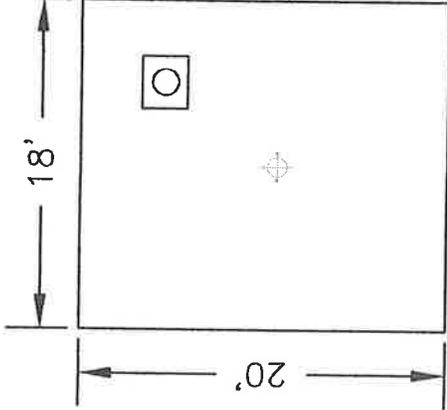
Current Roof System:  
EPDM .060 Ballasted  
Polyisocyanurate Insulation  
2 Ply Vapor Barrier (Mapped to deck)  
Concrete Deck  
342 Square Feet

City of Rome, New York  
Waste Water Treatment Plant  
Rome, NY 13440

DATE: 7-20-10 ROOF: Main Pump Bldg

#9

#10



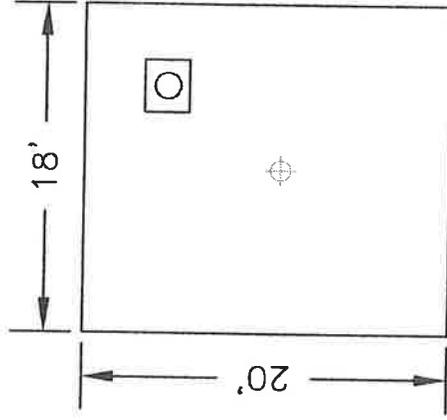
Current Roof System:  
EPDM .060 Ballasted  
Polyisocyanurate Insulation  
2 Ply Vapor Barrier (Mopped to deck)  
Concrete Deck  
360 Square Feet

City of Rome, New York  
Waste Water Treatment Plant  
Rome, NY 13440

DATE: 7-20-10 ROOF: Scum Pump #2

#10

#11



Current Roof System:  
EPDM .060 Ballasted  
Polysocyanurate Insulation  
2 Ply Vapor Barrier (Mopped to deck)  
Concrete Deck  
360 Square Feet

City of Rome, New York  
Waste Water Treatment Plant  
Rome, NY 13440

DATE: 7-20-10 ROOF: Scum Pump #3

#11