

**RFB-2024-027 CONTRACT**  
**DOCUMENTS for the**  
**208 West Liberty Street**  
**DEMOLITION**  
**City of Rome, Oneida County, New York**



City of Rome  
198 North Washington Street  
Rome, New York 13440

September 3, 2024

208 WEST LIBERTY STREET DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

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CITY OF ROME, ONEIDA COUNTY, NEW YORK

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208 WEST LIBERTY STREET DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

## **GENERAL INFORMATION**

**Jeffery Lanigan**  
Mayor



**Mark Domenico**  
Director

**DEPARTMENT OF CODE ENFORCEMENT**

ROME CITY HALL, 198 N. WASHINGTON STREET  
ROME, NEW YORK 13440-5815

Telephone: (315) 339-7642 Fax: (315) 339-7638  
[www.romenewyork.com](http://www.romenewyork.com)

September 9, 2024

RE: Condemnation of Unsafe Building  
208 West Liberty Street, Rome, New York  
Tax ID 242.050-1-3

To Whom It May Concern:

The above-mentioned property is deemed Unsafe due to significant environmental and structural deficiencies that exist within the building due to structural collapse. The deployment of personnel for the purpose of testing would present a significant risk of bodily harm and shall be prohibited.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark Domenico", with a long, sweeping flourish extending to the right.

Mark Domenico, R.A.  
Chief Enforcement Officer  
City of Rome

208 WEST LIBERTY STREET DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

RFB-2024-027  
**NON-BIDDERS RESPONSE**

If you choose not to bid on this project, please consider returning this form to the following address:

Rome City Clerk  
1st Floor, Rome City Hall  
198 N Washington St  
Rome, New York 13440

**NON-BIDDERS RESPONSE**

VENDOR NAME: \_\_\_\_\_

For purposes of striving to improve our bidding process, as well as to facilitate your firm's response to our future invitations to bid, we are interested in ascertaining reasons why you chose not to bid on this particular project. In this regard, please provide a short explanation/reason for your choice not to bid in the space provided below:

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208 WEST LIBERTYSTREET DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BC-1  
BIDDER'S CHECKLIST**

In order to submit a complete bid, Bidders must submit the following documents:

**STANDARD**

- Completed Bid Form (BD-1)
- Bid Bond or Certified Bank Check – 5% of total base bid (BD-2)
- Completed Bid Summary Form (BD-3)
- Completed Bidder Information Sheet (BD-4)
- Certified Copy of Resolution of Board of Directors (For Corporations) (BD-5)
- Completed Non-Collusive Bidding and Disbarment Certifications (BD-6)
- Completed Affidavit of Worker's Compensation (BD-7)

**PROJECT SPECIFIC**

- Completed Certification Under Executive Order No. 16 (BD-8)
- Completed EO 177 Certification (BD-9)
- Completed OCSD-1 M/WBE and SDVOB Participation/Equal Employment Opportunity Policy Statement (BD-10)
- Completed OCSD-2 Staffing Plan (BD-11)
- Complete and Submit Workforce Utilization Reports (OCSD-3) (BD-12)
- Completed OCSD-4 MWBE and SDVOB Utilization Plan (BD-13)

The following forms are due from the apparent responsible low bidder no later than 10 days after bid opening:

**STANDARD**

- Proof of Ability to do Work in New York State, or Covenant to Obtain (New York State Department of State) (PB-1)
- Proof of Insurance (PB-2)
- Performance Bond (PB-3)
- Completed Emergency Contact Numbers (PB-4)

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**PROJECT SPECIFIC**

- Completed OCSD-5 Waiver Request Form (PB-7)
- Completed OCSD-6 MWBE and SDVOB Compliance and Payment Report (PB-8)

***BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS PROJECT MANUAL ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTIONS OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.***



# **BID DOCUMENTS**

# **Standard**

208 WEST LIBERTY STREET DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BD-1 BID FORM – GENERAL CONSTRUCTION**

|   |                 |                             |
|---|-----------------|-----------------------------|
| <b>COMPANY:</b>   | <b>ADDRESS:</b> |                             |
| <b>CONTACT:</b>   |                 |                             |
| <b>SIGNATURE:</b>                                       | <b>PHONE:</b>   |                             |
| <b>DATE:</b>  | <b>EMAIL:</b>   |                             |
| <b>BID</b>  |                 | <b>TOTAL<br/>BID AMOUNT</b> |
| 208 West Liberty Street Demolition General Construction |                 | \$ _____                    |

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BD-1

## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

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BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

**BID**

Bid Due Date:

Description *(Project Name and Include Location):*

**BOND**

Bond Number:

Date *(Not earlier than Bid due date):*

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

### BID SUMMARY FORM

City of Rome New York, herein called the Owner, for the for the Demolition of the Former Saint Mary's Church located at 208 West Liberty Street , Rome, New York (Site).

The Undersigned, as Bidder, declares as follows:

- (1) The only parties interested in this BID as Principals are named herein. This BID is made without collusion with any other person, firm, or corporation.
- (2) No officer, agent, or employee of the Owner is directly or indirectly interested in this BID.
- (3) The Owner has the right to reject this BID.
- (4) BIDDER accepts the provisions of the Invitation to Bid, Instructions to Bidders, and General Conditions regarding disposition of Bid Security.
- (5) The BIDDER is familiar with federal, state, and local laws and regulations.
- (6) The BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (7) This BID is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation/BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
- (8) The BIDDER has carefully examined the Site of the proposed Work and is fully informed and satisfied as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and the BIDDER has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Instructions to Bidders, General Conditions, Supplemental Conditions, Standard Specifications, Special Provisions and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.
- (9) The BIDDER understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structure (surface and/or subsurface) has been furnished only for this information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and the Bidder agrees that he/she shall not use or be entitled to use any such information made available to the Bidder through the Contract Documents or otherwise or obtained by the Bidder through examination of the site, as a basis of or grounds for any claim against the Owner or the Engineer arising from or by reason or any variance which may exist between the aforesaid information made available to or acquired by the Bidder and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurfaced) actually encountered

during the construction work, and the Bidder has made due allowance therefore in this BID.

- (10) The BIDDER understands that the quantities of work tabulated in the BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer.
- (11) The BIDDER agrees that, if this BID is accepted the Bidder will contract with the Owner, as provided the Contract Documents, this BID form being part of said Contract Documents, and that the BIDDER will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that the BIDDER will take in full payment therefor the lump sum or unit price applicable to each item of the Work as stated in the schedule below.
- (12) The BIDDER agrees that each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the plans and specifications. The prices for those items that involve excavation shall include compensation for disposal of surplus excavated material, handling water (including tidal waters), and the installation of all necessary sheeting and bracing.

(Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink.)

(Bidders must insert extended item prices obtained from quantities and unit prices.)

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he/she will accept compensation as stipulated therein full payment for such extra work.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the General Conditions under the heading "Commencement and Prosecution of the Work", Article 7. Liquidated damages for each calendar day of delay shall be the dollar amount as stipulated in the General Conditions under the heading "Table 108-1 Schedule of Liquidated Damages".

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he/she will not withdraw this BID within 60 consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.



**Summary of Project:**

The proposed project is the demolition, removal and disposal of the former Saint Mary's Church, which has been condemned and contains asbestos-containing material. The former church is approximately 10,350 square feet; there is only one plan view drawing of the building that is available. The structure and bituminous concrete is to be demolished in accordance with the Contract Drawings. The structure, including the foundation shall be removed as asbestos-contaminated debris as an asbestos project. Asbestos-contaminated debris will be transported to the Oneida-Herkimer Solid Waste Authority in the Town of Ava, New York. Tipping fees for asbestos-contaminated debris will be paid by the City of Rome, and are to be excluded from the bid. The intent is to remove and dispose of the bituminous concrete as non-asbestos contaminated debris after the asbestos project is completed. Materials such as steel that can be segregated and decontaminated may be segregated and recycled. Water is available through permit from the City of Rome; electric is not available. Following demolition activities, the entire area shall be backfilled with suitable material and compacted per specification details. The area that remains is potentially intended to be used a public parking lot.

**Bid Table:**

| <b>Project Specification</b>  |                    |              |
|---|--------------------|--------------|
| Amount Bid in Words   | Estimated Quantity | Bid Amount   |
| <b>General Condition Requirements for Contractor</b> (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.)<br><br>_____ Lump Sum  | Lump Sum           | \$ _____ .00 |
| <b>Environmental Health and Safety</b> (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.)<br><br>_____ Lump Sum  | Lump Sum           | \$ _____ .00 |
| <b>Demolition</b> (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.)<br><br>_____ Lump Sum   | Lump Sum           | \$ _____ .00 |
| <b>Removal, Loading and Transport of Asbestos Contaminated Materials</b> (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner.<br><br>_____ per Ton<br>number of days to be under asbestos conditions _____ | 6,500<br><br>Ton   | \$ _____ .00 |
| <b>Earthwork</b> (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.)  | 3000 Cyd's         | \$ _____     |
| <b>TOTAL</b>  |                    | \$ _____     |

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.  
 The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.  
 The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

**List of Subcontractors:**

The contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner (as stated in the General Conditions).

| Company Name of Subcontractor | Cost of Work | % of Total Bid |
|-------------------------------|--------------|----------------|
|                               | \$ _____ .00 |                |
|                               | \$ _____ .00 |                |
|                               | \$ _____ .00 |                |
|                               | \$ _____ .00 |                |

208 West Liberty Street  
ROME, NEW YORK

The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Social Security Number  
or Federal Identification Number:

Signature of Individual or Corporate Name:

\_\_\_\_\_

\_\_\_\_\_  
Corporate Officer (if applicable)

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_

(Title)

\_\_\_\_\_  
(City, State, Zip Code)

Date: \_\_\_\_\_

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

All documents provided in the Contract Documents are made a condition of the Bid.

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208 West Liberty Street DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BD - 4**  
**BIDDER INFORMATION SHEET**

NAME OF BIDDER\*: \_\_\_\_\_

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

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TYPE OF ENTITY:           CORPORATION \_\_\_ PARTNERSHIP \_\_\_ INDIVIDUAL \_\_\_

IF A NON-PUBLICLY OWNED CORPORATION

NAME OF CORPORATION: \_\_\_\_\_

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

\_\_\_\_\_  
\_\_\_\_\_

LIST OF OFFICERS: \_\_\_\_\_

LIST OF DIRECTORS: \_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

IF A PARTNERSHIP: \_\_\_\_\_

PARTNERS: \_\_\_\_\_

NAME OF PARTNERSHIP: \_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

\*IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK STATE GENERAL BUSINESS LAW MUST BE ATTACHED.

208 West Liberty Street DEMOLITION  
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**BD-5**  
**CERTIFIED COPY OF**  
**RESOLUTION OF BOARD OF DIRECTORS**

\_\_\_\_\_  
(NAME OF CORPORATION)

“Resolved that \_\_\_\_\_,  
(Person Authorized to Sign) (Title)  
of \_\_\_\_\_ authorized to sign and submit Bid for this corporation  
(Name of Corporation) for the following project: \_\_\_\_\_

\_\_\_\_\_  
and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

\_\_\_\_\_  
(NAME OF CORPORATION)

At meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

This form **must be** completed if the Bidder is a Corporation.

208 West Liberty Street DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BD-6**  
**NON-COLLUSIVE BIDDING AND DISBARMENT CERTIFICATIONS**

I. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW CERTIFICATION:

1. Every Bidder hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

Non-Collusive bidding certification

- 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 his knowledge and belief:

- (1) The prices in the 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 to 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 be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit a bid for the purpose of restricting competition.

- b. A bid shall not be considered for award nor shall any award be made where 1, a, b, and c above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph One (a) above.

2. Any bid hereafter made to the state or any public department agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold,



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where competitive bidding is required by statute, rule, or regulation, and were such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificates to non-collusion as the act and deed of the corporation.

II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract.

III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:

The signator to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

208 West Liberty Street DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION**

Bidder to provide information listed below:

Bidder Address:

---

*Street or P.O. Box Number*

---

*City*

---

*State* *Zip*

Federal Identification No:

---

Name of Contact Person:

---

Phone No. of Contact Person:

---

If Bidder is a Corporation:

---

*Presidents Name and Address*

---

*Vice Presidents Name and Address*

---

*Other Officer's Name and Address*

If Bidder is a Partnership:

---

*Partners Name and Address*

---

*Partners Name and Address*

If Bidder is a Sole Proprietorship

---

*Owners Name and Address*

208 West Liberty Street DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:**

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139d of State Finance Law, and Section 112(c), Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments. Voluntary exclusions, determinations of ineligibility, indictments, or civil judgments required by 49 CFT Part 29.

\_\_\_\_\_  
(Legal name of Person, Corporation, or Firm which is Submitting Bid or Proposal)

Date \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Person Representing Above)

As: \_\_\_\_\_  
(Official Title of Signator in Above Firm)

**(Acknowledge By a Corporation)**

STATE OF NEW YORK )

) SS:

COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at \_\_\_\_\_, and that he/she is the \_\_\_\_\_ of the Corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public

208 West Liberty Street DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**(Acknowledge By Partnership)**

STATE OF NEW YORK )

) SS:

COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known and known to me to be the person described in and who executed the above instrument, who being duly sworn by me, did depose and say that he/she is a partner of the firm of \_\_\_\_\_, consisting of himself/herself and \_\_\_\_\_ and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of \_\_\_\_\_ for the uses and purposes mentioned herein.

\_\_\_\_\_  
Notary Public

**(Acknowledge By Individual Contractor)**

STATE OF NEW YORK )

) SS:

COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known and known to me to be the person who executed the above instrument, and that he/she acknowledge that he/she executed the same.

\_\_\_\_\_  
Notary Public

208 West Liberty Street DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BD-7**  
**AFFIDAVIT OF WORKERS COMPENSATION**

State of \_\_\_\_\_

SS:

County of \_\_\_\_\_

of \_\_\_\_\_ being  
duly sworn, deposes and says that he now carries or that he has applied for a New York State  
Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and  
to comply with the provisions thereof.

Signed: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

# **Project Specific**

# **Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
  
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
  
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
  
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: \_\_\_\_\_  
(legal entity)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# EO 177 Certification

---

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor:

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 20\_\_





OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, \_\_\_\_\_ (CONTRACTOR OR GRANT REPRESENTATIVE),

the \_\_\_\_\_ (GRANTEE/COMPANY NAME)

agree to adopt the following policies with respect to the project being developed or services rendered at

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
(c) At the request of the ESD, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
(d) Organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The organization and its sub-vendors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
(e) The organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this contract.

MWBE PARTICIPATION (MWBE)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

- (2) Request a list of State-certified M/WBEs from ESD’s Office of Contractor and Supplier Diversity (“OCSD”) and solicit bids from the listed vendors directly. OCSD may be reached via email at [OCSD@ESD.NY.GOV](mailto:OCSD@ESD.NY.GOV).
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**SDVOB PARTICIPATION (SDVOB)**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the SDVOB contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified SDVOBs, including solicitations to contractor associations.
- (2) Request a list of State-certified SDVOBs from ESD’s Office of Contractor and Supplier Diversity (“OCSD”) and solicit bids from the listed vendors directly. OCSD may be reached via email at [OCSD@ESD.NY.GOV](mailto:OCSD@ESD.NY.GOV).
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective SDVOBs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by SDVOBs and encourage the formation of joint venture and other partnerships among SDVOB contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to SDVOBs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting SDVOB contract participation goals.
- (6) Ensure that progress payments to SDVOBs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage SDVOB participation.

Agreed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
(SIGNATURE)

Print Name: \_\_\_\_\_

Title:



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

**Minority & Women-owned Business Enterprise-Equal Employment Opportunity Liaison**

\_\_\_\_\_ (name of designated contractor/grantee liaison) is designated as the Minority and Women-owned Business Enterprise Liaison responsible for administering the Minority and Women-owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

- \_\_\_\_\_ % Minority Business Enterprise Participation
- \_\_\_\_\_ % Women’s Business Enterprise Participation
- \_\_\_\_\_ % **TOTAL/OVERALL M/WBE Participation Goal**

**EEO Contract Goals**

- NOT APPLICABLE % Minority Labor Force Participation
- NOT APPLICABLE % Female Labor Force Participation

**SDVOB Contract Goals**

- \_\_\_\_\_ % Service Disabled Veteran Business Participation

(Signature of Contractor’s Authorized Representative)

- \*Name: \_\_\_\_\_
- \*Company: \_\_\_\_\_
- \*Title: \_\_\_\_\_
- \*Phone: \_\_\_\_\_
- \*Fax: \_\_\_\_\_
- \*Address: \_\_\_\_\_
- \_\_\_\_\_



**Empire State  
Development**

**OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**

**OCSD-2**

STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT \$250,000 OR MORE)

Submit with Bid or Proposal – Instructions on page 2

|  |                          |  |
|--|--------------------------|--|
| <b>Contract No.:</b>   | <b>Project Location:</b> | <b>Report includes Prime Contractor/Subcontractors:</b><br><input type="checkbox"/> Work force to be utilized on this contract<br><input type="checkbox"/> Total work force<br><input type="checkbox"/> Prime Contractor<br><input type="checkbox"/> Subcontractor<br><b>Subcontractor Name(s):</b><br><div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| <b>Contract Name / Details:</b>  |                          |  |
| <b>Company Name:</b> <div style="border: 1px solid black; width: 100%; height: 20px;"></div> |                          |  |
| <b>Company Address and Contract Details:</b>   |                          |  |

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

| EEO-Job Category         | Total Work force | Work force by Gender |                  | Work force by Race/Ethnic Identification |     |       |     |          |     |       |     |                 |     |          |     |         |     |
|--------------------------|------------------|----------------------|------------------|--|-----|-------|-----|----------|-----|-------|-----|-----------------|-----|----------|-----|---------|-----|
|                          |                  | Total Male (M)       | Total Female (F) | White                                    |     | Black |     | Hispanic |     | Asian |     | Native American |     | Disabled |     | Veteran |     |
|                          |                  |                      |                  | (M)                                      | (F) | (M)   | (F) | (M)      | (F) | (M)   | (F) | (M)             | (F) | (M)      | (F) | (M)     | (F) |
| Officials/Administrators |                  |                      |                  |  |     |       |     |          |     |       |     |                 |     |          |     |         |     |
| Professionals            |                  |                      |                  |  |     |       |     |          |     |       |     |                 |     |          |     |         |     |
| Technicians              |                  |                      |                  |  |     |       |     |          |     |       |     |                 |     |          |     |         |     |
| Sales Workers            |                  |                      |                  |  |     |       |     |          |     |       |     |                 |     |          |     |         |     |
| Office/Clerical          |                  |                      |                  |  |     |       |     |          |     |       |     |                 |     |          |     |         |     |
| Craft Workers            |                  |                      |                  |  |     |       |     |          |     |       |     |                 |     |          |     |         |     |
| Laborers                 |                  |                      |                  |  |     |       |     |          |     |       |     |                 |     |          |     |         |     |
| Service Workers          |                  |                      |                  |  |     |       |     |          |     |       |     |                 |     |          |     |         |     |
| Temporary /Apprentices   |                  |                      |                  |  |     |       |     |          |     |       |     |                 |     |          |     |         |     |
| <b>Totals</b>            |                  |                      |                  |  |     |       |     |          |     |       |     |                 |     |          |     |         |     |

|  |   |   |
|--|---|---|
| <b>PREPARED BY (Signature):</b>  | <b>NAME:</b>  | <b>ALTERNATE TEL:</b>   |
| <b>DATE:</b> <div style="border: 1px solid black; width: 100%; height: 20px;"></div> | <b>TITLE:</b> <div style="border: 1px solid black; width: 100%; height: 20px;"></div>     | <b>EMAIL:</b> <div style="border: 1px solid black; width: 100%; height: 20px;"></div> |
|  | <b>TELEPHONE:</b> <div style="border: 1px solid black; width: 100%; height: 20px;"></div> | <b>OTHER:</b> <div style="border: 1px solid black; width: 100%; height: 20px;"></div> |



OCSD-2

STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT \$250,000 OR MORE)

General Instructions: All Contractors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (Form OCSD-2) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form for the contractor's and/or Subcontractor's total work force.

Instructions:

- 1. Enter the Contract or Solicitation number that this report applies to along with the name and address of your company or organization.
2. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Contractor's total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name and contact details of the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION:

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- o WHITE (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
o BLACK a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
o HISPANIC a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
o ASIAN & PACIFIC ISLANDER a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
o NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE) a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES:

- o DISABLED INDIVIDUAL any person who: - has a physical or mental impairment that substantially limits one or more major life activity(ies)
- has a record of such an impairment; or
- is regarded as having such an impairment.
o VIETNAM ERA VETERAN a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
o GENDER Male or Female



## Completing and Submitting Workforce Utilization Reports In Accordance to Executive Order No. 162 (“EO 162”)

### I. Instructions for Submitting the Workforce Utilization Report

The Workforce Utilization Report (“Report”) must be submitted on a monthly basis for construction contracts, and a quarterly basis for all other contracts, during the life of the contract, and must report the actual workforce utilized in the performance of the contract broken down by job title.

- (1) When the workforce utilized in the performance of the contract **can** be separated out from the contractor’s and/or subcontractor’s total workforce, the contractor and/or subcontractor shall submit a Report of the workforce utilized on the contract.
- (2) When the workforce to be utilized on the contract **cannot** be separated out from the contractor’s and/or subcontractor’s total workforce, information on the contractor’s and/or subcontractor’s total workforce may be included in the Report.

Reports are to be submitted electronically in **Excel format only**, using the provided *OCSD-3: Workforce Utilization Report* worksheet, to [OCSD@esd.ny.gov](mailto:OCSD@esd.ny.gov) within ten (10) days following the end of each month or quarter, whichever is applicable.

### II. Instructions for Completing the Workforce Utilization Report

This is a step-by-step guide that references each section of the updated *OCSD-3: Workforce Utilization Report*, and identifies what responses should be included. See sample updated *OCSD-3* form below.

1. **REPORTING ENTITY:**  
Check off the appropriate box to indicate if the entity completing the Report is the contractor or a subcontractor.
2. **FEDERAL EMPLOYER IDENTIFICATION NUMBER:**  
Enter the Federal Employer Identification Number (FEIN) assigned by the IRS. Contractors utilizing their social security number in lieu of an FEIN should leave this field blank.
3. **CONTRACTOR NAME and CONTRACTOR ADDRESS:**  
Enter the primary business address for the entity completing the Report.
4. **CONTRACT NUMBER:**  
Enter the number of the contract to which the Report applies.
5. **REPORTING PERIOD:**  
Check off the box that corresponds to the applicable quarterly or monthly reporting period for this Report. Only select one box.
6. **WORKFORCE IDENTIFIED IN REPORT:**  
Check off the appropriate box to indicate if the workforce being reported is just for the contract or the contractor’s or subcontractor’s total workforce.
7. **OCCUPATION CLASSIFICATIONS and SOC JOB TITLE:**  
Select the occupation classification and job title that best describes each group of employees performing work on the state contract under Column A and B from the drop-down menu.
8. **EEO JOB TITLE and SOC CODE:**  
These fields will populate automatically based upon the Occupation Classifications and SOC Job Titles selected. **Do not modify the results generated in these fields.**



**9. NUMBER OF EMPLOYEES and NUMBER OF HOURS:**

Enter the number of employees and total number of hours worked by such employees for each job title under the columns corresponding to the gender and racial/ethnic groups with which the employees most closely identify.

**10. PREPARER'S INFORMATION:**

Enter the name and title for the person completing the form, enter the date upon which the Report was completed, and check the box accepting the name entered into the Report as the digital signature of the preparer.

**To Be Reported Quarterly For All State Contracts:**

**11. TOTAL GROSS WAGES:**

Enter the total gross wages paid to all employees for each job code, and each gender and racial/ethnic group, identified in the Report. Contractors and subcontractors should report only gross wages for work on the contract paid to employees during the period covered by the Report.

“Gross wages” are those reported by employers to employees on their wage statements. Gross wages are defined more specifically by 20 NYCRR §2380.4 and typically include every form of compensation for employment paid by an employer to his, her or its employees, whether paid directly or indirectly by the employer, including salaries, commissions, bonuses, tips and the reasonable value of board, rent, housing, lodging or similar advantage received.

**III. Race/Ethnic Identification**

For the purposes of this Report, an employee must be included in the group with which he or she most closely identifies. No person may be counted in more than one racial/ethnic group. In determining an employee's race or ethnicity, a contractor may rely upon an employee's self-identification, employment records, or, in cases where an employee refuses to identify his or her race or identity, observer identification. The race/ethnic categories for this Report are:

- **WHITE** (Not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK/AFRICAN AMERICAN:** A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC/LATINO:** A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN, NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER:** A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE AMERICAN/ALASKAN NATIVE:** A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**IV. Resources**

If you have questions regarding these requirements, are unsure of the appropriate job titles to include in your Report, or otherwise require assistance in preparing or submitting the Report, please contact ESD's Office of Contractor and Supplier Diversity at [OCSD@esd.ny.gov](mailto:OCSD@esd.ny.gov).



**This draft OCSD-3: Workforce Utilization Report only serves as a reference to Section II above, and is not intended to be the final report to be utilized by contractors and subcontractors.**

DRAFT

Reporting Entity:  Contractor  Subcontractor

1  
 2  
 3  
 4

Reporting Period - Select One  
 January 1 - March 31  April 1 - June 30  
 July 1 - September 30  October 1 - December 31

Reporting Month - Select One  
 January  February  March  
 April  May  June  
 July  August  September  
 October  November  December

5

Workforce Identified in Report  
 Workforce Utilized in Performance of Contract  
 Contractor/Subcontractor's Total Workforce

6

| Occupation Classifications (SOC Major Group) | SOC Job Title | EEO Job Title | SOC Job Code | White            |              |             |                  |              |             | Black/African American |              |             |                  |              |             |  |  |  |
|--|---------------|---------------|--------------|------------------|--------------|-------------|------------------|--------------|-------------|------------------------|--------------|-------------|------------------|--------------|-------------|--|--|--|
|  |               |               |              | Male             |              |             | Female           |              |             | Male                   |              |             | Female           |              |             |  |  |  |
|  |               |               |              | No. of Employees | No. of Hours | Gross Wages | No. of Employees | No. of Hours | Gross Wages | No. of Employees       | No. of Hours | Gross Wages | No. of Employees | No. of Hours | Gross Wages |  |  |  |
|  |               | #N/A          | #N/A         |                  |              |             |                  |              |             |                        |              |             |                  |              |             |  |  |  |
|  |               | #N/A          | #N/A         |                  |              |             |                  |              |             |                        |              |             |                  |              |             |  |  |  |
|  |               | #N/A          | #N/A         |                  |              |             |                  |              |             |                        |              |             |                  |              |             |  |  |  |
|  |               | #N/A          | #N/A         |                  |              |             |                  |              |             |                        |              |             |                  |              |             |  |  |  |
|  |               | #N/A          | #N/A         |                  |              |             |                  |              |             |                        |              |             |                  |              |             |  |  |  |
|  |               | #N/A          | #N/A         |                  |              |             |                  |              |             |                        |              |             |                  |              |             |  |  |  |
|  |               | #N/A          | #N/A         |                  |              |             |                  |              |             |                        |              |             |                  |              |             |  |  |  |
|  |               | #N/A          | #N/A         |                  |              |             |                  |              |             |                        |              |             |                  |              |             |  |  |  |
|  |               | #N/A          | #N/A         |                  |              |             |                  |              |             |                        |              |             |                  |              |             |  |  |  |
|  |               | #N/A          | #N/A         |                  |              |             |                  |              |             |                        |              |             |                  |              |             |  |  |  |

Preparer's Name: \_\_\_\_\_

Preparer's Title: \_\_\_\_\_

Date: \_\_\_\_\_

10

By checking this box, I certify that I personally completed this document and I adopt the name typed above as my electronic signature under the NYS Electronic Signatures and Records Act, with full legal force and effect as if I had physically signed the document.

Check this box to request that the material included herein be withheld from disclosure pursuant to Article 6 of the Public Officers Law (Freedom of Information Law).





**Guidelines and Instructions for Submitting Workforce Utilization Reports  
Pursuant to Executive Order No. 162 (“EO 162”): Ensuring Pay Equity by State Contractors**

Workforce utilization reports will be collected from each contractor and subcontractor performing work on State contracts. Per current contract and grant requirements, contractors and subcontractors performing work on construction contracts over \$100,000 must submit workforce utilization reports to Empire State Development (“ESD”) on a monthly basis, while contractors and subcontractors performing work on commodities and services contracts over \$25,000 must submit workforce utilization reports on a quarterly basis. In addition, all contractors must submit workforce gross wage data on a quarterly basis, with the first monthly report due by **February 12, 2018**, and the first quarterly report due by **April 10, 2018**.

*Please note* that all vendors on construction projects over \$100,000 must submit monthly workforce reports with no pay data **and** a quarterly report with pay data, thus reporting the hours worked twice.

**1. Who Must Report**

Prime contractors and any subcontractors on state contracts executed on or after June 01, 2017 are required to report on the gross wages of employees performing work on the subject State contract. State contracts include all contracts in excess of \$25,000 for services and commodities, and all contracts in excess of \$100,000 for construction.

Solely for the purposes of this reporting requirement: (1) subcontractors include any entity engaged in a contract with a prime contractor to provide services directly to or on behalf of the prime contractor on a State contract, and (2) subcontractors do not include any entity exclusively providing goods and transportation directly to or on behalf of the prime contractor on a State contract.

**2. What and How to File**

The updated *OCSD-3: Workforce Utilization Report* (the “Report”) must be completed by **both** prime and subcontractors party to a State contract, documenting their actual employment of minority group members and women during the pay periods covered by the report. The *prime contractor* must complete a report for its own workforce and collect reports completed by each of their subcontractor for submission to ESD.

Reports must be submitted electronically in **Excel format only**, using the attached Report worksheet, to [OCSD@esd.ny.gov](mailto:OCSD@esd.ny.gov) within ten (10) days following the end of each month or quarter, whichever is applicable.

Please review the attached “Completing and Submitting Workforce Utilization Reports In Accordance to Executive Order No. 162” for additional reporting instructions.

*Prime contractors and subcontractors may not modify the Workforce Utilization Report form provided by ESD.*

**3. Compensation Information to be Reported**

Contractors and subcontractors must report the gross wages paid to each of their employees for the work performed by these employees exclusively to the State contract.



## Empire State Development

- a. For individuals compensated at an hourly rate, the contractor must report the product of such employees' hourly wage and the number of hours worked on the State contract during the period covered by the Report.
- b. For salaried individuals not compensated on an hourly basis, the contractor must first determine the average hourly gross wages of such employees by dividing the employees' gross wages by the estimated number of hours worked by such employees during the period covered by the Report. After determining the average hourly gross wages of salaried employees, contractors must report the product of such employees' average hourly wage and the number of hours worked on the State contract during the period covered by the Report.

When all contractor employees perform functions that prevent the contractor from determining the number of hours worked on the State contract, such as call center operators simultaneously providing call center services for multiple clients, the contractor may report the total gross wages of such employees.

When some employees of a contractor perform functions that prevent the contractor from determining the number of hours worked on the State contract, but the contractor is able to determine the number of hours worked on the State contract by other employees of the contractor, the contractor should report only on the gross wages of the employees whose work on the State contract can be precisely determined and need not report the gross wages of any other employees.

#### **4. When to Report Employee Compensation**

For commodities and services contracts, each contractor must report workforce utilization and employee gross wages on the Report on a quarterly basis, and ensure that each subcontractor performing work on the contract reports such information on a quarterly basis.

For construction contracts, each contractor must continue to provide workforce utilization reports monthly, and ensure that each subcontractor performing work on the contract reports such information monthly. In addition, employee gross wages information on the workforce utilization report must be reported quarterly.

When reporting gross wages of employees on State contracts, each contractor and subcontractor must report gross wages of employees by gender, racial or ethnic group, and job title. As an example:

If a contractor employs two Hispanic-American men as electricians and one Caucasian woman as an insulation worker on a State contract, the contractor should report the combined gross wages of the two Hispanic-American men employed in the same job title as one entry on the report. The contractor should report the gross wages of the Caucasian woman as one entry on the workforce utilization report as she is the only Caucasian woman employed by the contractor on the State contract under the title of insulation worker.

#### **5. Confidentiality**

Reports do not require contractors to identify any individual employee by name, number, or other identifier specific to any individual. The state will notify contractors of any Freedom of Information Law ("FOIL") requests that are made to obtain any of the data provided on any Report, and will protect the confidentiality of Report data to the maximum extent possible, consistent with FOIL and the trade secrets exemption as set forth pursuant to Public Officers Law Section § 87(2)(d).

## EEO-1 JOB CLASSIFICATION GUIDE, 2014 (Effective beginning with the 2014 EEO-1 survey)

| EEO-1 Job Group          | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|--------------------------|---|------------------------|------------------------|
| Exec/Senior Offs & Mgrs. | Chief Executives *** (See Details in Bottom Note)                   | 11-1011                | 0010                   |
| First/Mid Offs & Mgrs.   | General and Operations Managers                                     | 11-1021                | 0020                   |
| First/Mid Offs & Mgrs.   | Advertising and Promotions Managers                                 | 11-2011                | 0040                   |
| First/Mid Offs & Mgrs.   | Marketing Managers  | 11-2021                | 0050                   |
| First/Mid Offs & Mgrs.   | Sales Managers  | 11-2022                | 0050                   |
| First/Mid Offs & Mgrs.   | Public Relations and Fundraising Managers                           | 11-2031                | 0060                   |
| First/Mid Offs & Mgrs.   | Administrative Services Managers                                    | 11-3011                | 0100                   |
| First/Mid Offs & Mgrs.   | Computer and Information Systems Managers                           | 11-3021                | 0110                   |
| First/Mid Offs & Mgrs.   | Financial Managers  | 11-3031                | 0120                   |
| First/Mid Offs & Mgrs.   | Industrial Production Managers                                      | 11-3051                | 0140                   |
| First/Mid Offs & Mgrs.   | Purchasing Managers   | 11-3061                | 0150                   |
| First/Mid Offs & Mgrs.   | Transportation, Storage, and Distribution Managers                  | 11-3071                | 0160                   |
| First/Mid Offs & Mgrs.   | Compensation and Benefits Managers                                  | 11-3111                | 0135                   |
| First/Mid Offs & Mgrs.   | Human Resources Managers  | 11-3121                | 0136                   |
| First/Mid Offs & Mgrs.   | Training and Development Managers                                   | 11-3131                | 0137                   |
| First/Mid Offs & Mgrs.   | Farmers, Ranchers, and Other Agricultural Managers                  | 11-9013                | 0205                   |
| First/Mid Offs & Mgrs.   | Construction Managers   | 11-9021                | 0220                   |
| First/Mid Offs & Mgrs.   | Education Administrators, Preschool and Childcare Center/Program    | 11-9031                | 0230                   |
| First/Mid Offs & Mgrs.   | Education Administrators, Elementary and Secondary School           | 11-9032                | 0230                   |
| First/Mid Offs & Mgrs.   | Education Administrators, Postsecondary                             | 11-9033                | 0230                   |
| First/Mid Offs & Mgrs.   | Education Administrators, All Other                                 | 11-9039                | 0230                   |
| First/Mid Offs & Mgrs.   | Architectural and Engineering Managers                              | 11-9041                | 0300                   |
| First/Mid Offs & Mgrs.   | Food Service Managers   | 11-9051                | 0310                   |
| First/Mid Offs & Mgrs.   | Funeral Service Managers  | 11-9061                | 0430                   |
| First/Mid Offs & Mgrs.   | Gaming Managers   | 11-9071                | 0330                   |
| First/Mid Offs & Mgrs.   | Lodging Managers  | 11-9081                | 0340                   |
| First/Mid Offs & Mgrs.   | Medical and Health Services Managers                                | 11-9111                | 0350                   |
| First/Mid Offs & Mgrs.   | Natural Sciences Managers   | 11-9121                | 0360                   |
| First/Mid Offs & Mgrs.   | Postmasters and Mail Superintendents                                | 11-9131                | 0430                   |
| First/Mid Offs & Mgrs.   | Property, Real Estate, and Community Association Managers           | 11-9141                | 0410                   |
| First/Mid Offs & Mgrs.   | Social and Community Service Managers                               | 11-9151                | 0420                   |
| First/Mid Offs & Mgrs.   | Emergency Management Directors                                      | 11-9161                | 0425                   |
| First/Mid Offs & Mgrs.   | Managers, All Other   | 11-9199                | 0430                   |
| First/Mid Offs & Mgrs.   | Morticians, Undertakers, and Funeral Directors                      | 39-4031                | 4465                   |
| Professionals            | Agents and Business Managers of Artists, Performers, and Athletes   | 13-1011                | 0500                   |
| Professionals            | Buyers and Purchasing Agents, Farm Products                         | 13-1021                | 0510                   |
| Professionals            | Wholesale and Retail Buyers, Except Farm Products                   | 13-1022                | 0520                   |
| Professionals            | Purchasing Agents, Except Wholesale, Retail, and Farm Products      | 13-1023                | 0530                   |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|-----------------|---|------------------------|------------------------|
| Professionals   | Claims Adjusters, Examiners, and Investigators                      | 13-1031                | 0540                   |
| Professionals   | Insurance Appraisers, Auto Damage                                   | 13-1032                | 0540                   |
| Professionals   | Compliance Officers   | 13-1041                | 0565                   |
| Professionals   | Cost Estimators   | 13-1051                | 0600                   |
| Professionals   | Human Resources Specialists   | 13-1071                | 0630                   |
| Professionals   | Farm Labor Contractors  | 13-1074                | 0630                   |
| Professionals   | Labor Relations Specialists   | 13-1075                | 0630                   |
| Professionals   | Logisticians  | 13-1081                | 0700                   |
| Professionals   | Management Analysts   | 13-1111                | 0710                   |
| Professionals   | Meeting, Convention, and Event Planners                             | 13-1121                | 0725                   |
| Professionals   | Fundraisers   | 13-1131                | 0726                   |
| Professionals   | Compensation, Benefits, and Job Analysis Specialists                | 13-1141                | 0640                   |
| Professionals   | Training and Development Specialists                                | 13-1151                | 0650                   |
| Professionals   | Market Research Analysts and Marketing Specialists                  | 13-1161                | 0735                   |
| Professionals   | Business Operations Specialists, All Other                          | 13-1199                | 0740                   |
| Professionals   | Accountants and Auditors  | 13-2011                | 0800                   |
| Professionals   | Appraisers and Assessors of Real Estate                             | 13-2021                | 0810                   |
| Professionals   | Budget Analysts   | 13-2031                | 0820                   |
| Professionals   | Credit Analysts   | 13-2041                | 0830                   |
| Professionals   | Financial Analysts  | 13-2051                | 0840                   |
| Professionals   | Personal Financial Advisors   | 13-2052                | 0850                   |
| Professionals   | Insurance Underwriters  | 13-2053                | 0860                   |
| Professionals   | Financial Examiners   | 13-2061                | 0900                   |
| Professionals   | Credit Counselors   | 13-2071                | 0910                   |
| Professionals   | Loan Officers   | 13-2072                | 0910                   |
| Professionals   | Tax Examiners and Collectors, and Revenue Agents                    | 13-2081                | 0930                   |
| Professionals   | Tax Preparers   | 13-2082                | 0940                   |
| Professionals   | Financial Specialists, All Other                                    | 13-2099                | 0950                   |
| Professionals   | Computer and Information Research Scientists                        | 15-1111                | 1005                   |
| Professionals   | Computer Systems Analysts   | 15-1121                | 1006                   |
| Professionals   | Information Security Analysts                                       | 15-1122                | 1007                   |
| Professionals   | Computer Programmers  | 15-1131                | 1010                   |
| Professionals   | Software Developers, Applications                                   | 15-1132                | 1020                   |
| Professionals   | Software Developers, Systems Software                               | 15-1133                | 1020                   |
| Professionals   | Web Developers  | 15-1134                | 1030                   |
| Professionals   | Database Administrators   | 15-1141                | 1060                   |
| Professionals   | Network and Computer Systems Administrators                         | 15-1142                | 1105                   |
| Professionals   | Computer Network Architects   | 15-1143                | 1106                   |
| Professionals   | Computer User Support Specialists                                   | 15-1151                | 1050                   |
| Professionals   | Computer Network Support Specialists                                | 15-1152                | 1050                   |
| Professionals   | Computer Occupations, All Other                                     | 15-1199                | 1107                   |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC)        | Six-Level SOC Job Code | Four-Digit Census Code |
|-----------------|--|------------------------|------------------------|
| Professionals   | Actuaries  | 15-2011                | 1200                   |
| Professionals   | Mathematicians   | 15-2021                | 1240                   |
| Professionals   | Operations Research Analysts   | 15-2031                | 1220                   |
| Professionals   | Statisticians  | 15-2041                | 1240                   |
| Professionals   | Mathematical Technicians   | 15-2091                | 1240                   |
| Professionals   | Mathematical Science Occupations, All Other                                | 15-2099                | 1240                   |
| Professionals   | Architects, Except Landscape and Naval                                     | 17-1011                | 1300                   |
| Professionals   | Landscape Architects   | 17-1012                | 1300                   |
| Professionals   | Cartographers and Photogrammetrists  | 17-1021                | 1310                   |
| Professionals   | Surveyors  | 17-1022                | 1310                   |
| Professionals   | Aerospace Engineers  | 17-2011                | 1320                   |
| Professionals   | Agricultural Engineers   | 17-2021                | 1340                   |
| Professionals   | Biomedical Engineers   | 17-2031                | 1340                   |
| Professionals   | Chemical Engineers   | 17-2041                | 1350                   |
| Professionals   | Civil Engineers  | 17-2051                | 1520                   |
| Professionals   | Computer Hardware Engineers  | 17-2061                | 1400                   |
| Professionals   | Electrical Engineers   | 17-2071                | 1410                   |
| Professionals   | Electronics Engineers, Except Computer                                     | 17-2072                | 1410                   |
| Professionals   | Environmental Engineers  | 17-2081                | 1420                   |
| Professionals   | Health and Safety Engineers, Except Mining Safety Engineers and Inspectors | 17-2111                | 1430                   |
| Professionals   | Industrial Engineers   | 17-2112                | 1430                   |
| Professionals   | Marine Engineers and Naval Architects                                      | 17-2121                | 1440                   |
| Professionals   | Materials Engineers  | 17-2131                | 1450                   |
| Professionals   | Mechanical Engineers   | 17-2141                | 1460                   |
| Professionals   | Mining and Geological Engineers, Including Mining Safety Engineers         | 17-2151                | 1520                   |
| Professionals   | Nuclear Engineers  | 17-2161                | 1530                   |
| Professionals   | Petroleum Engineers  | 17-2171                | 1520                   |
| Professionals   | Engineers, All Other   | 17-2199                | 1530                   |
| Professionals   | Animal Scientists  | 19-1011                | 1600                   |
| Professionals   | Food Scientists and Technologists  | 19-1012                | 1600                   |
| Professionals   | Soil and Plant Scientists  | 19-1013                | 1600                   |
| Professionals   | Biochemists and Biophysicists  | 19-1021                | 1610                   |
| Professionals   | Microbiologists  | 19-1022                | 1610                   |
| Professionals   | Zoologists and Wildlife Biologists   | 19-1023                | 1610                   |
| Professionals   | Biological Scientists, All Other   | 19-1029                | 1610                   |
| Professionals   | Conservation Scientists  | 19-1031                | 1640                   |
| Professionals   | Foresters  | 19-1032                | 1640                   |
| Professionals   | Epidemiologists  | 19-1041                | 1650                   |
| Professionals   | Medical Scientists, Except Epidemiologists                                 | 19-1042                | 1650                   |
| Professionals   | Life Scientists, All Other   | 19-1099                | 1650                   |
| Professionals   | Astronomers  | 19-2011                | 1700                   |

| <b>EEO-1 Job Group</b> | <b>Job Title/Description of Standard Occupational Classification (SOC)</b> | <b>Six-Level SOC Job Code</b> | <b>Four-Digit Census Code</b> |
|------------------------|--|-------------------------------|-------------------------------|
| Professionals          | Physicists   | 19-2012                       | 1700                          |
| Professionals          | Atmospheric and Space Scientists   | 19-2021                       | 1710                          |
| Professionals          | Chemists   | 19-2031                       | 1720                          |
| Professionals          | Materials Scientists   | 19-2032                       | 1720                          |
| Professionals          | Environmental Scientists and Specialists, Including Health                 | 19-2041                       | 1740                          |
| Professionals          | Geoscientists, Except Hydrologists and Geographers                         | 19-2042                       | 1740                          |
| Professionals          | Hydrologists   | 19-2043                       | 1740                          |
| Professionals          | Physical Scientists, All Other   | 19-2099                       | 1760                          |
| Professionals          | Economists   | 19-3011                       | 1800                          |
| Professionals          | Survey Researchers   | 19-3022                       | 1860                          |
| Professionals          | Clinical, Counseling, and School Psychologists                             | 19-3031                       | 1820                          |
| Professionals          | Industrial-Organizational Psychologists                                    | 19-3032                       | 1820                          |
| Professionals          | Psychologists, All Other   | 19-3039                       | 1820                          |
| Professionals          | Sociologists   | 19-3041                       | 1860                          |
| Professionals          | Urban and Regional Planners  | 19-3051                       | 1840                          |
| Professionals          | Anthropologists and Archeologists  | 19-3091                       | 1860                          |
| Professionals          | Geographers  | 19-3092                       | 1860                          |
| Professionals          | Historians   | 19-3093                       | 1860                          |
| Professionals          | Political Scientists   | 19-3094                       | 1860                          |
| Professionals          | Social Scientists and Related Workers, All Other                           | 19-3099                       | 1860                          |
| Professionals          | Substance Abuse and Behavioral Disorder Counselors                         | 21-1011                       | 2000                          |
| Professionals          | Educational, Guidance, School, and Vocational Counselors                   | 21-1012                       | 2000                          |
| Professionals          | Marriage and Family Therapists   | 21-1013                       | 2000                          |
| Professionals          | Mental Health Counselors   | 21-1014                       | 2000                          |
| Professionals          | Rehabilitation Counselors  | 21-1015                       | 2000                          |
| Professionals          | Counselors, All Other  | 21-1019                       | 2000                          |
| Professionals          | Child, Family, and School Social Workers                                   | 21-1021                       | 2010                          |
| Professionals          | Healthcare Social Workers  | 21-1022                       | 2010                          |
| Professionals          | Mental Health and Substance Abuse Social Workers                           | 21-1023                       | 2010                          |
| Professionals          | Social Workers, All Other  | 21-1029                       | 2010                          |
| Professionals          | Health Educators   | 21-1091                       | 2025                          |
| Professionals          | Probation Officers and Correctional Treatment Specialists                  | 21-1092                       | 2015                          |
| Professionals          | Community Health Workers   | 21-1094                       | 2025                          |
| Professionals          | Community and Social Service Specialists, All Other                        | 21-1099                       | 2025                          |
| Professionals          | Clergy   | 21-2011                       | 2040                          |
| Professionals          | Directors, Religious Activities and Education                              | 21-2021                       | 2050                          |
| Professionals          | Religious Workers, All Other   | 21-2099                       | 2060                          |
| Professionals          | Lawyers  | 23-1011                       | 2100                          |
| Professionals          | Judicial Law Clerks  | 23-1012                       | 2105                          |
| Professionals          | Administrative Law Judges, Adjudicators, and Hearing Officers              | 23-1021                       | 2100                          |
| Professionals          | Arbitrators, Mediators, and Conciliators                                   | 23-1022                       | 2100                          |

| <b>EEO-1 Job Group</b> | <b>Job Title/Description of Standard Occupational Classification (SOC)</b> | <b>Six-Level SOC Job Code</b> | <b>Four-Digit Census Code</b> |
|------------------------|--|-------------------------------|-------------------------------|
| Professionals          | Judges, Magistrate Judges, and Magistrates                                 | 23-1023                       | 2100                          |
| Professionals          | Business Teachers, Postsecondary   | 25-1011                       | 2200                          |
| Professionals          | Computer Science Teachers, Postsecondary                                   | 25-1021                       | 2200                          |
| Professionals          | Mathematical Science Teachers, Postsecondary                               | 25-1022                       | 2200                          |
| Professionals          | Architecture Teachers, Postsecondary                                       | 25-1031                       | 2200                          |
| Professionals          | Engineering Teachers, Postsecondary  | 25-1032                       | 2200                          |
| Professionals          | Agricultural Sciences Teachers, Postsecondary                              | 25-1041                       | 2200                          |
| Professionals          | Biological Science Teachers, Postsecondary                                 | 25-1042                       | 2200                          |
| Professionals          | Forestry and Conservation Science Teachers, Postsecondary                  | 25-1043                       | 2200                          |
| Professionals          | Atmospheric, Earth, Marine, and Space Sciences Teachers, Postsecondary     | 25-1051                       | 2200                          |
| Professionals          | Chemistry Teachers, Postsecondary  | 25-1052                       | 2200                          |
| Professionals          | Environmental Science Teachers, Postsecondary                              | 25-1053                       | 2200                          |
| Professionals          | Physics Teachers, Postsecondary  | 25-1054                       | 2200                          |
| Professionals          | Anthropology and Archeology Teachers, Postsecondary                        | 25-1061                       | 2200                          |
| Professionals          | Area, Ethnic, and Cultural Studies Teachers, Postsecondary                 | 25-1062                       | 2200                          |
| Professionals          | Economics Teachers, Postsecondary  | 25-1063                       | 2200                          |
| Professionals          | Geography Teachers, Postsecondary  | 25-1064                       | 2200                          |
| Professionals          | Political Science Teachers, Postsecondary                                  | 25-1065                       | 2200                          |
| Professionals          | Psychology Teachers, Postsecondary   | 25-1066                       | 2200                          |
| Professionals          | Sociology Teachers, Postsecondary  | 25-1067                       | 2200                          |
| Professionals          | Social Sciences Teachers, Postsecondary, All Other                         | 25-1069                       | 2200                          |
| Professionals          | Health Specialties Teachers, Postsecondary                                 | 25-1071                       | 2200                          |
| Professionals          | Nursing Instructors and Teachers, Postsecondary                            | 25-1072                       | 2200                          |
| Professionals          | Education Teachers, Postsecondary  | 25-1081                       | 2200                          |
| Professionals          | Library Science Teachers, Postsecondary                                    | 25-1082                       | 2200                          |
| Professionals          | Criminal Justice and Law Enforcement Teachers, Postsecondary               | 25-1111                       | 2200                          |
| Professionals          | Law Teachers, Postsecondary  | 25-1112                       | 2200                          |
| Professionals          | Social Work Teachers, Postsecondary  | 25-1113                       | 2200                          |
| Professionals          | Art, Drama, and Music Teachers, Postsecondary                              | 25-1121                       | 2200                          |
| Professionals          | Communications Teachers, Postsecondary                                     | 25-1122                       | 2200                          |
| Professionals          | English Language and Literature Teachers, Postsecondary                    | 25-1123                       | 2200                          |
| Professionals          | Foreign Language and Literature Teachers, Postsecondary                    | 25-1124                       | 2200                          |
| Professionals          | History Teachers, Postsecondary  | 25-1125                       | 2200                          |
| Professionals          | Philosophy and Religion Teachers, Postsecondary                            | 25-1126                       | 2200                          |
| Professionals          | Graduate Teaching Assistants   | 25-1191                       | 2200                          |
| Professionals          | Home Economics Teachers, Postsecondary                                     | 25-1192                       | 2200                          |
| Professionals          | Recreation and Fitness Studies Teachers, Postsecondary                     | 25-1193                       | 2200                          |
| Professionals          | Vocational Education Teachers, Postsecondary                               | 25-1194                       | 2200                          |
| Professionals          | Postsecondary Teachers, All Other  | 25-1199                       | 2200                          |
| Professionals          | Preschool Teachers, Except Special Education                               | 25-2011                       | 2300                          |
| Professionals          | Kindergarten Teachers, Except Special Education                            | 25-2012                       | 2300                          |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC)       | Six-Level SOC Job Code | Four-Digit Census Code |
|-----------------|---|------------------------|------------------------|
| Professionals   | Elementary School Teachers, Except Special Education                      | 25-2021                | 2310                   |
| Professionals   | Middle School Teachers, Except Special and Career/Technical Education     | 25-2022                | 2310                   |
| Professionals   | Career/Technical Education Teachers, Middle School                        | 25-2023                | 2310                   |
| Professionals   | Secondary School Teachers, Except Special and Career/Technical Education  | 25-2031                | 2320                   |
| Professionals   | Career/Technical Education Teachers, Secondary School                     | 25-2032                | 2320                   |
| Professionals   | Special Education Teachers, Preschool                                     | 25-2051                | 2330                   |
| Professionals   | Special Education Teachers, Kindergarten and Elementary School            | 25-2052                | 2330                   |
| Professionals   | Special Education Teachers, Middle School                                 | 25-2053                | 2330                   |
| Professionals   | Special Education Teachers, Secondary School                              | 25-2054                | 2330                   |
| Professionals   | Special Education Teachers, All Other                                     | 25-2059                | 2330                   |
| Professionals   | Adult Basic and Secondary Education and Literacy Teachers and Instructors | 25-3011                | 2340                   |
| Professionals   | Self-Enrichment Education Teachers  | 25-3021                | 2340                   |
| Professionals   | Teachers and Instructors, All Other                                       | 25-3099                | 2340                   |
| Professionals   | Archivists  | 25-4011                | 2400                   |
| Professionals   | Curators  | 25-4012                | 2400                   |
| Professionals   | Museum Technicians and Conservators                                       | 25-4013                | 2400                   |
| Professionals   | Librarians  | 25-4021                | 2430                   |
| Professionals   | Audio-Visual and Multimedia Collections Specialists                       | 25-9011                | 2550                   |
| Professionals   | Farm and Home Management Advisors   | 25-9021                | 2550                   |
| Professionals   | Instructional Coordinators  | 25-9031                | 2550                   |
| Professionals   | Education, Training, and Library Workers, All Other                       | 25-9099                | 2550                   |
| Professionals   | Art Directors   | 27-1011                | 2600                   |
| Professionals   | Craft Artists   | 27-1012                | 2600                   |
| Professionals   | Fine Artists, Including Painters, Sculptors, and Illustrators             | 27-1013                | 2600                   |
| Professionals   | Multimedia Artists and Animators  | 27-1014                | 2600                   |
| Professionals   | Artists and Related Workers, All Other                                    | 27-1019                | 2600                   |
| Professionals   | Commercial and Industrial Designers                                       | 27-1021                | 2630                   |
| Professionals   | Fashion Designers   | 27-1022                | 2630                   |
| Professionals   | Floral Designers  | 27-1023                | 2630                   |
| Professionals   | Graphic Designers   | 27-1024                | 2630                   |
| Professionals   | Interior Designers  | 27-1025                | 2630                   |
| Professionals   | Merchandise Displayers and Window Trimmers                                | 27-1026                | 2630                   |
| Professionals   | Set and Exhibit Designers   | 27-1027                | 2630                   |
| Professionals   | Designers, All Other  | 27-1029                | 2630                   |
| Professionals   | Actors  | 27-2011                | 2700                   |
| Professionals   | Producers and Directors   | 27-2012                | 2710                   |
| Professionals   | Athletes and Sports Competitors   | 27-2021                | 2720                   |
| Professionals   | Coaches and Scouts  | 27-2022                | 2720                   |
| Professionals   | Umpires, Referees, and Other Sports Officials                             | 27-2023                | 2720                   |
| Professionals   | Dancers   | 27-2031                | 2740                   |
| Professionals   | Choreographers  | 27-2032                | 2740                   |



| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|-----------------|---|------------------------|------------------------|
| Professionals   | Music Directors and Composers                                       | 27-2041                | 2750                   |
| Professionals   | Musicians and Singers   | 27-2042                | 2750                   |
| Professionals   | Entertainers and Performers, Sports and Related Workers, All Other  | 27-2099                | 2760                   |
| Professionals   | Radio and Television Announcers                                     | 27-3011                | 2800                   |
| Professionals   | Public Address System and Other Announcers                          | 27-3012                | 2800                   |
| Professionals   | Broadcast News Analysts   | 27-3021                | 2810                   |
| Professionals   | Reporters and Correspondents  | 27-3022                | 2810                   |
| Professionals   | Public Relations Specialists  | 27-3031                | 2825                   |
| Professionals   | Editors   | 27-3041                | 2830                   |
| Professionals   | Technical Writers   | 27-3042                | 2840                   |
| Professionals   | Writers and Authors   | 27-3043                | 2850                   |
| Professionals   | Interpreters and Translators  | 27-3091                | 2860                   |
| Professionals   | Media and Communication Workers, All Other                          | 27-3099                | 2860                   |
| Professionals   | Photographers   | 27-4021                | 2910                   |
| Professionals   | Camera Operators, Television, Video, and Motion Picture             | 27-4031                | 2920                   |
| Professionals   | Film and Video Editors  | 27-4032                | 2920                   |
| Professionals   | Chiropractors   | 29-1011                | 3000                   |
| Professionals   | Dentists, General   | 29-1021                | 3010                   |
| Professionals   | Oral and Maxillofacial Surgeons                                     | 29-1022                | 3010                   |
| Professionals   | Orthodontists   | 29-1023                | 3010                   |
| Professionals   | Prosthodontists   | 29-1024                | 3010                   |
| Professionals   | Dentists, All Other Specialists                                     | 29-1029                | 3010                   |
| Professionals   | Dietitians and Nutritionists  | 29-1031                | 3030                   |
| Professionals   | Optometrists  | 29-1041                | 3040                   |
| Professionals   | Pharmacists   | 29-1051                | 3050                   |
| Professionals   | Anesthesiologists   | 29-1061                | 3060                   |
| Professionals   | Family and General Practitioners                                    | 29-1062                | 3060                   |
| Professionals   | Internists, General   | 29-1063                | 3060                   |
| Professionals   | Obstetricians and Gynecologists                                     | 29-1064                | 3060                   |
| Professionals   | Pediatricians, General  | 29-1065                | 3060                   |
| Professionals   | Psychiatrists   | 29-1066                | 3060                   |
| Professionals   | Surgeons  | 29-1067                | 3060                   |
| Professionals   | Physicians and Surgeons, All Other                                  | 29-1069                | 3060                   |
| Professionals   | Physician Assistants  | 29-1071                | 3110                   |
| Professionals   | Podiatrists   | 29-1081                | 3120                   |
| Professionals   | Occupational Therapists   | 29-1122                | 3150                   |
| Professionals   | Physical Therapists   | 29-1123                | 3160                   |
| Professionals   | Radiation Therapists  | 29-1124                | 3200                   |
| Professionals   | Recreational Therapists   | 29-1125                | 3210                   |
| Professionals   | Respiratory Therapists  | 29-1126                | 3220                   |
| Professionals   | Speech-Language Pathologists  | 29-1127                | 3230                   |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|-----------------|---|------------------------|------------------------|
| Professionals   | Exercise Physiologists  | 29-1128                | 3245                   |
| Professionals   | Therapists, All Other   | 29-1129                | 3245                   |
| Professionals   | Veterinarians   | 29-1131                | 3250                   |
| Professionals   | Registered Nurses   | 29-1141                | 3255                   |
| Professionals   | Nurse Anesthetists  | 29-1151                | 3256                   |
| Professionals   | Nurse Midwives  | 29-1161                | 3258                   |
| Professionals   | Nurse Practitioners   | 29-1171                | 3258                   |
| Professionals   | Audiologists  | 29-1181                | 3140                   |
| Professionals   | Health Diagnosing and Treating Practitioners, All Other             | 29-1199                | 3260                   |
| Professionals   | Animal Trainers   | 39-2011                | 4340                   |
| Professionals   | Sales Engineers   | 41-9031                | 4930                   |
| Professionals   | Agricultural Inspectors   | 45-2011                | 6010                   |
| Professionals   | Construction and Building Inspectors                                | 47-4011                | 6660                   |
| Professionals   | Airline Pilots, Copilots, and Flight Engineers                      | 53-2011                | 9030                   |
| Professionals   | Commercial Pilots   | 53-2012                | 9030                   |
| Professionals   | Transportation Inspectors   | 53-6051                | 9410                   |
| Technicians     | Architectural and Civil Drafters                                    | 17-3011                | 1540                   |
| Technicians     | Electrical and Electronics Drafters                                 | 17-3012                | 1540                   |
| Technicians     | Mechanical Drafters   | 17-3013                | 1540                   |
| Technicians     | Drafters, All Other   | 17-3019                | 1540                   |
| Technicians     | Aerospace Engineering and Operations Technicians                    | 17-3021                | 1550                   |
| Technicians     | Civil Engineering Technicians                                       | 17-3022                | 1550                   |
| Technicians     | Electrical and Electronics Engineering Technicians                  | 17-3023                | 1550                   |
| Technicians     | Electro-Mechanical Technicians                                      | 17-3024                | 1550                   |
| Technicians     | Environmental Engineering Technicians                               | 17-3025                | 1550                   |
| Technicians     | Industrial Engineering Technicians                                  | 17-3026                | 1550                   |
| Technicians     | Mechanical Engineering Technicians                                  | 17-3027                | 1550                   |
| Technicians     | Engineering Technicians, Except Drafters, All Other                 | 17-3029                | 1550                   |
| Technicians     | Surveying and Mapping Technicians                                   | 17-3031                | 1560                   |
| Technicians     | Agricultural and Food Science Technicians                           | 19-4011                | 1900                   |
| Technicians     | Biological Technicians  | 19-4021                | 1910                   |
| Technicians     | Chemical Technicians  | 19-4031                | 1920                   |
| Technicians     | Geological and Petroleum Technicians                                | 19-4041                | 1930                   |
| Technicians     | Nuclear Technicians   | 19-4051                | 1930                   |
| Technicians     | Social Science Research Assistants                                  | 19-4061                | 1965                   |
| Technicians     | Environmental Science and Protection Technicians, Including Health  | 19-4091                | 1965                   |
| Technicians     | Forensic Science Technicians  | 19-4092                | 1965                   |
| Technicians     | Forest and Conservation Technicians                                 | 19-4093                | 1965                   |
| Technicians     | Life, Physical, and Social Science Technicians, All Other           | 19-4099                | 1965                   |
| Technicians     | Audio and Video Equipment Technicians                               | 27-4011                | 2900                   |
| Technicians     | Broadcast Technicians   | 27-4012                | 2900                   |

| <b>EEO-1 Job Group</b> | <b>Job Title/Description of Standard Occupational Classification (SOC)</b> | <b>Six-Level SOC Job Code</b> | <b>Four-Digit Census Code</b> |
|------------------------|--|-------------------------------|-------------------------------|
| Technicians            | Radio Operators  | 27-4013                       | 2900                          |
| Technicians            | Sound Engineering Technicians  | 27-4014                       | 2900                          |
| Technicians            | Media and Communication Equipment Workers, All Other                       | 27-4099                       | 2900                          |
| Technicians            | Medical and Clinical Laboratory Technologists                              | 29-2011                       | 3300                          |
| Technicians            | Medical and Clinical Laboratory Technicians                                | 29-2012                       | 3300                          |
| Technicians            | Dental Hygienists  | 29-2021                       | 3310                          |
| Technicians            | Cardiovascular Technologists and Technicians                               | 29-2031                       | 3320                          |
| Technicians            | Diagnostic Medical Sonographers  | 29-2032                       | 3320                          |
| Technicians            | Nuclear Medicine Technologists   | 29-2033                       | 3320                          |
| Technicians            | Radiologic Technologists   | 29-2034                       | 3320                          |
| Technicians            | Magnetic Resonance Imaging Technologists                                   | 29-2035                       | 3320                          |
| Technicians            | Emergency Medical Technicians and Paramedics                               | 29-2041                       | 3400                          |
| Technicians            | Dietetic Technicians   | 29-2051                       | 3420                          |
| Technicians            | Pharmacy Technicians   | 29-2052                       | 3420                          |
| Technicians            | Psychiatric Technicians  | 29-2053                       | 3420                          |
| Technicians            | Respiratory Therapy Technicians  | 29-2054                       | 3420                          |
| Technicians            | Surgical Technologists   | 29-2055                       | 3420                          |
| Technicians            | Veterinary Technologists and Technicians                                   | 29-2056                       | 3420                          |
| Technicians            | Ophthalmic Medical Technicians   | 29-2057                       | 3420                          |
| Technicians            | Licensed Practical and Licensed Vocational Nurses                          | 29-2061                       | 3500                          |
| Technicians            | Medical Records and Health Information Technicians                         | 29-2071                       | 3510                          |
| Technicians            | Opticians, Dispensing  | 29-2081                       | 3520                          |
| Technicians            | Orthotists and Prosthetists  | 29-2091                       | 3535                          |
| Technicians            | Hearing Aid Specialists  | 29-2092                       | 3535                          |
| Technicians            | Health Technologists and Technicians, All Other                            | 29-2099                       | 3535                          |
| Technicians            | Occupational Health and Safety Specialists                                 | 29-9011                       | 3540                          |
| Technicians            | Occupational Health and Safety Technicians                                 | 29-9012                       | 3540                          |
| Technicians            | Athletic Trainers  | 29-9091                       | 3540                          |
| Technicians            | Genetic Counselors   | 29-9092                       | 3540                          |
| Technicians            | Healthcare Practitioners and Technical Workers, All Other                  | 29-9099                       | 3540                          |
| Technicians            | Air Traffic Controllers  | 53-2021                       | 9040                          |
| Technicians            | Airfield Operations Specialists  | 53-2022                       | 9040                          |
| Sales Workers          | First-Line Supervisors of Retail Sales Workers                             | 41-1011                       | 4700                          |
| Sales Workers          | First-Line Supervisors of Non-Retail Sales Workers                         | 41-1012                       | 4710                          |
| Sales Workers          | Cashiers   | 41-2011                       | 4720                          |
| Sales Workers          | Gaming Change Persons and Booth Cashiers                                   | 41-2012                       | 4720                          |
| Sales Workers          | Counter and Rental Clerks  | 41-2021                       | 4740                          |
| Sales Workers          | Parts Salespersons   | 41-2022                       | 4750                          |
| Sales Workers          | Retail Salespersons  | 41-2031                       | 4760                          |
| Sales Workers          | Advertising Sales Agents   | 41-3011                       | 4800                          |
| Sales Workers          | Insurance Sales Agents   | 41-3021                       | 4810                          |

| <b>EEO-1 Job Group</b>         | <b>Job Title/Description of Standard Occupational Classification (SOC)</b>                   | <b>Six-Level SOC Job Code</b> | <b>Four-Digit Census Code</b> |
|--------------------------------|--|-------------------------------|-------------------------------|
| Sales Workers                  | Securities, Commodities, and Financial Services Sales Agents                                 | 41-3031                       | 4820                          |
| Sales Workers                  | Travel Agents  | 41-3041                       | 4830                          |
| Sales Workers                  | Sales Representatives, Services, All Other   | 41-3099                       | 4840                          |
| Sales Workers                  | Sales Representatives, Wholesale and Manufacturing, Technical and Scientific Products        | 41-4011                       | 4850                          |
| Sales Workers                  | Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products | 41-4012                       | 4850                          |
| Sales Workers                  | Demonstrators and Product Promoters  | 41-9011                       | 4900                          |
| Sales Workers                  | Models   | 41-9012                       | 4900                          |
| Sales Workers                  | Real Estate Brokers  | 41-9021                       | 4920                          |
| Sales Workers                  | Real Estate Sales Agents   | 41-9022                       | 4920                          |
| Sales Workers                  | Telemarketers  | 41-9041                       | 4940                          |
| Sales Workers                  | Door-to-Door Sales Workers, News and Street Vendors, and Related Workers                     | 41-9091                       | 4950                          |
| Sales Workers                  | Sales and Related Workers, All Other   | 41-9099                       | 4965                          |
| Administrative Support Workers | Social and Human Service Assistants  | 21-1093                       | 2016                          |
| Administrative Support Workers | Paralegals and Legal Assistants  | 23-2011                       | 2145                          |
| Administrative Support Workers | Court Reporters  | 23-2091                       | 2160                          |
| Administrative Support Workers | Title Examiners, Abstractors, and Searchers  | 23-2093                       | 2160                          |
| Administrative Support Workers | Legal Support Workers, All Other   | 23-2099                       | 2160                          |
| Administrative Support Workers | Library Technicians  | 25-4031                       | 2440                          |
| Administrative Support Workers | Teacher Assistants   | 25-9041                       | 2540                          |
| Administrative Support Workers | Medical Transcriptionists  | 31-9094                       | 3646                          |
| Administrative Support Workers | First-Line Supervisors of Office and Administrative Support Workers                          | 43-1011                       | 5000                          |
| Administrative Support Workers | Switchboard Operators, Including Answering Service   | 43-2011                       | 5010                          |
| Administrative Support Workers | Telephone Operators  | 43-2021                       | 5020                          |
| Administrative Support Workers | Communications Equipment Operators, All Other  | 43-2099                       | 5030                          |
| Administrative Support Workers | Bill and Account Collectors  | 43-3011                       | 5100                          |
| Administrative Support Workers | Billing and Posting Clerks   | 43-3021                       | 5110                          |
| Administrative Support Workers | Bookkeeping, Accounting, and Auditing Clerks   | 43-3031                       | 5120                          |
| Administrative Support Workers | Gaming Cage Workers  | 43-3041                       | 5130                          |
| Administrative Support Workers | Payroll and Timekeeping Clerks   | 43-3051                       | 5140                          |
| Administrative Support Workers | Procurement Clerks   | 43-3061                       | 5150                          |
| Administrative Support Workers | Tellers  | 43-3071                       | 5160                          |

| <b>EEO-1 Job Group</b>         | <b>Job Title/Description of Standard Occupational Classification (SOC)</b> | <b>Six-Level SOC Job Code</b> | <b>Four-Digit Census Code</b> |
|--------------------------------|--|-------------------------------|-------------------------------|
| Administrative Support Workers | Financial Clerks, All Other  | 43-3099                       | 5165                          |
| Administrative Support Workers | Brokerage Clerks   | 43-4011                       | 5200                          |
| Administrative Support Workers | Correspondence Clerks  | 43-4021                       | 5350                          |
| Administrative Support Workers | Court, Municipal, and License Clerks                                       | 43-4031                       | 5220                          |
| Administrative Support Workers | Credit Authorizers, Checkers, and Clerks                                   | 43-4041                       | 5230                          |
| Administrative Support Workers | Customer Service Representatives   | 43-4051                       | 5240                          |
| Administrative Support Workers | Eligibility Interviewers, Government Programs                              | 43-4061                       | 5250                          |
| Administrative Support Workers | File Clerks  | 43-4071                       | 5260                          |
| Administrative Support Workers | Hotel, Motel, and Resort Desk Clerks                                       | 43-4081                       | 5300                          |
| Administrative Support Workers | Interviewers, Except Eligibility and Loan                                  | 43-4111                       | 5310                          |
| Administrative Support Workers | Library Assistants, Clerical   | 43-4121                       | 5320                          |
| Administrative Support Workers | Loan Interviewers and Clerks   | 43-4131                       | 5330                          |
| Administrative Support Workers | New Accounts Clerks  | 43-4141                       | 5340                          |
| Administrative Support Workers | Order Clerks   | 43-4151                       | 5350                          |
| Administrative Support Workers | Human Resources Assistants, Except Payroll and Timekeeping                 | 43-4161                       | 5360                          |
| Administrative Support Workers | Receptionists and Information Clerks                                       | 43-4171                       | 5400                          |
| Administrative Support Workers | Reservation and Transportation Ticket Agents and Travel Clerks             | 43-4181                       | 5410                          |
| Administrative Support Workers | Information and Record Clerks, All Other                                   | 43-4199                       | 5420                          |
| Administrative Support Workers | Cargo and Freight Agents   | 43-5011                       | 5500                          |
| Administrative Support Workers | Couriers and Messengers  | 43-5021                       | 5510                          |
| Administrative Support Workers | Police, Fire, and Ambulance Dispatchers                                    | 43-5031                       | 5520                          |
| Administrative Support Workers | Dispatchers, Except Police, Fire, and Ambulance                            | 43-5032                       | 5520                          |
| Administrative Support Workers | Meter Readers, Utilities   | 43-5041                       | 5530                          |
| Administrative Support Workers | Postal Service Clerks  | 43-5051                       | 5540                          |
| Administrative Support Workers | Postal Service Mail Carriers   | 43-5052                       | 5550                          |
| Administrative Support Workers | Postal Service Mail Sorters, Processors, and Processing Machine Operators  | 43-5053                       | 5560                          |
| Administrative Support Workers | Production, Planning, and Expediting Clerks                                | 43-5061                       | 5600                          |

| EEO-1 Job Group                | Job Title/Description of Standard Occupational Classification (SOC)             | Six-Level SOC Job Code | Four-Digit Census Code |
|--------------------------------|---|------------------------|------------------------|
| Administrative Support Workers | Shipping, Receiving, and Traffic Clerks   | 43-5071                | 5610                   |
| Administrative Support Workers | Stock Clerks and Order Fillers  | 43-5081                | 5620                   |
| Administrative Support Workers | Weighers, Measurers, Checkers, and Samplers, Recordkeeping                      | 43-5111                | 5630                   |
| Administrative Support Workers | Executive Secretaries and Executive Administrative Assistants                   | 43-6011                | 5700                   |
| Administrative Support Workers | Legal Secretaries   | 43-6012                | 5700                   |
| Administrative Support Workers | Medical Secretaries   | 43-6013                | 5700                   |
| Administrative Support Workers | Secretaries and Administrative Assistants, Except Legal, Medical, and Executive | 43-6014                | 5700                   |
| Administrative Support Workers | Computer Operators  | 43-9011                | 5800                   |
| Administrative Support Workers | Data Entry Keyers   | 43-9021                | 5810                   |
| Administrative Support Workers | Word Processors and Typists   | 43-9022                | 5820                   |
| Administrative Support Workers | Desktop Publishers  | 43-9031                | 5940                   |
| Administrative Support Workers | Insurance Claims and Policy Processing Clerks                                   | 43-9041                | 5840                   |
| Administrative Support Workers | Mail Clerks and Mail Machine Operators, Except Postal Service                   | 43-9051                | 5850                   |
| Administrative Support Workers | Office Clerks, General  | 43-9061                | 5860                   |
| Administrative Support Workers | Office Machine Operators, Except Computer                                       | 43-9071                | 5900                   |
| Administrative Support Workers | Proofreaders and Copy Markers   | 43-9081                | 5910                   |
| Administrative Support Workers | Statistical Assistants  | 43-9111                | 5920                   |
| Administrative Support Workers | Office and Administrative Support Workers, All Other                            | 43-9199                | 5940                   |
| Craft Workers                  | First-Line Supervisors of Construction Trades and Extraction Workers            | 47-1011                | 6200                   |
| Craft Workers                  | Boilermakers  | 47-2011                | 6210                   |
| Craft Workers                  | Brickmasons and Blockmasons   | 47-2021                | 6220                   |
| Craft Workers                  | Stonemasons   | 47-2022                | 6220                   |
| Craft Workers                  | Carpenters  | 47-2031                | 6230                   |
| Craft Workers                  | Carpet Installers   | 47-2041                | 6240                   |
| Craft Workers                  | Floor Layers, Except Carpet, Wood, and Hard Tiles                               | 47-2042                | 6240                   |
| Craft Workers                  | Floor Sanders and Finishers   | 47-2043                | 6240                   |
| Craft Workers                  | Tile and Marble Setters   | 47-2044                | 6240                   |
| Craft Workers                  | Cement Masons and Concrete Finishers  | 47-2051                | 6250                   |
| Craft Workers                  | Terrazzo Workers and Finishers  | 47-2053                | 6250                   |
| Craft Workers                  | Paving, Surfacing, and Tamping Equipment Operators                              | 47-2071                | 6300                   |
| Craft Workers                  | Pile-Driver Operators   | 47-2072                | 6320                   |
| Craft Workers                  | Operating Engineers and Other Construction Equipment Operators                  | 47-2073                | 6320                   |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC)           | Six-Level SOC Job Code | Four-Digit Census Code |
|-----------------|---|------------------------|------------------------|
| Craft Workers   | Drywall and Ceiling Tile Installers   | 47-2081                | 6330                   |
| Craft Workers   | Tapers  | 47-2082                | 6330                   |
| Craft Workers   | Electricians  | 47-2111                | 6355                   |
| Craft Workers   | Glaziers  | 47-2121                | 6360                   |
| Craft Workers   | Insulation Workers, Floor, Ceiling, and Wall                                  | 47-2131                | 6400                   |
| Craft Workers   | Insulation Workers, Mechanical  | 47-2132                | 6400                   |
| Craft Workers   | Painters, Construction and Maintenance  | 47-2141                | 6420                   |
| Craft Workers   | Paperhangers  | 47-2142                | 6430                   |
| Craft Workers   | Pipelayers  | 47-2151                | 6440                   |
| Craft Workers   | Plumbers, Pipefitters, and Steamfitters                                       | 47-2152                | 6440                   |
| Craft Workers   | Plasterers and Stucco Masons  | 47-2161                | 6460                   |
| Craft Workers   | Reinforcing Iron and Rebar Workers  | 47-2171                | 6500                   |
| Craft Workers   | Roofers   | 47-2181                | 6515                   |
| Craft Workers   | Sheet Metal Workers   | 47-2211                | 6520                   |
| Craft Workers   | Structural Iron and Steel Workers   | 47-2221                | 6530                   |
| Craft Workers   | Solar Photovoltaic Installers   | 47-2231                | 6765                   |
| Craft Workers   | Elevator Installers and Repairers   | 47-4021                | 6700                   |
| Craft Workers   | Fence Erectors  | 47-4031                | 6710                   |
| Craft Workers   | Hazardous Materials Removal Workers   | 47-4041                | 6720                   |
| Craft Workers   | Highway Maintenance Workers   | 47-4051                | 6730                   |
| Craft Workers   | Rail-Track Laying and Maintenance Equipment Operators                         | 47-4061                | 6740                   |
| Craft Workers   | Septic Tank Servicers and Sewer Pipe Cleaners                                 | 47-4071                | 6765                   |
| Craft Workers   | Segmental Pavers  | 47-4091                | 6765                   |
| Craft Workers   | Construction and Related Workers, All Other                                   | 47-4099                | 6765                   |
| Craft Workers   | Derrick Operators, Oil and Gas  | 47-5011                | 6800                   |
| Craft Workers   | Rotary Drill Operators, Oil and Gas   | 47-5012                | 6800                   |
| Craft Workers   | Service Unit Operators, Oil, Gas, and Mining                                  | 47-5013                | 6800                   |
| Craft Workers   | Earth Drillers, Except Oil and Gas  | 47-5021                | 6820                   |
| Craft Workers   | Explosives Workers, Ordnance Handling Experts, and Blasters                   | 47-5031                | 6830                   |
| Craft Workers   | Continuous Mining Machine Operators   | 47-5041                | 6840                   |
| Craft Workers   | Mine Cutting and Channeling Machine Operators                                 | 47-5042                | 6840                   |
| Craft Workers   | Mining Machine Operators, All Other   | 47-5049                | 6840                   |
| Craft Workers   | Rock Splitters, Quarry  | 47-5051                | 6940                   |
| Craft Workers   | Roof Bolters, Mining  | 47-5061                | 6940                   |
| Craft Workers   | Roustabouts, Oil and Gas  | 47-5071                | 6800                   |
| Craft Workers   | Helpers—Extraction Workers  | 47-5081                | 6940                   |
| Craft Workers   | Extraction Workers, All Other   | 47-5099                | 6940                   |
| Craft Workers   | First-Line Supervisors of Mechanics, Installers, and Repairers                | 49-1011                | 7000                   |
| Craft Workers   | Computer, Automated Teller, and Office Machine Repairers                      | 49-2011                | 7010                   |
| Craft Workers   | Radio, Cellular, and Tower Equipment Installers and Repairs                   | 49-2021                | 7020                   |
| Craft Workers   | Telecommunications Equipment Installers and Repairers, Except Line Installers | 49-2022                | 7020                   |

| <b>EEO-1 Job Group</b> | <b>Job Title/Description of Standard Occupational Classification (SOC)</b>    | <b>Six-Level SOC Job Code</b> | <b>Four-Digit Census Code</b> |
|------------------------|---|-------------------------------|-------------------------------|
| Craft Workers          | Avionics Technicians  | 49-2091                       | 7030                          |
| Craft Workers          | Electric Motor, Power Tool, and Related Repairers                             | 49-2092                       | 7040                          |
| Craft Workers          | Electrical and Electronics Installers and Repairers, Transportation Equipment | 49-2093                       | 7100                          |
| Craft Workers          | Electrical and Electronics Repairers, Commercial and Industrial Equipment     | 49-2094                       | 7100                          |
| Craft Workers          | Electrical and Electronics Repairers, Powerhouse, Substation, and Relay       | 49-2095                       | 7100                          |
| Craft Workers          | Electronic Equipment Installers and Repairers, Motor Vehicles                 | 49-2096                       | 7110                          |
| Craft Workers          | Electronic Home Entertainment Equipment Installers and Repairers              | 49-2097                       | 7120                          |
| Craft Workers          | Security and Fire Alarm Systems Installers                                    | 49-2098                       | 7130                          |
| Craft Workers          | Aircraft Mechanics and Service Technicians                                    | 49-3011                       | 7140                          |
| Craft Workers          | Automotive Body and Related Repairers   | 49-3021                       | 7150                          |
| Craft Workers          | Automotive Glass Installers and Repairers                                     | 49-3022                       | 7160                          |
| Craft Workers          | Automotive Service Technicians and Mechanics                                  | 49-3023                       | 7200                          |
| Craft Workers          | Bus and Truck Mechanics and Diesel Engine Specialists                         | 49-3031                       | 7210                          |
| Craft Workers          | Farm Equipment Mechanics and Service Technicians                              | 49-3041                       | 7220                          |
| Craft Workers          | Mobile Heavy Equipment Mechanics, Except Engines                              | 49-3042                       | 7220                          |
| Craft Workers          | Rail Car Repairers  | 49-3043                       | 7220                          |
| Craft Workers          | Motorboat Mechanics and Service Technicians                                   | 49-3051                       | 7240                          |
| Craft Workers          | Motorcycle Mechanics  | 49-3052                       | 7240                          |
| Craft Workers          | Outdoor Power Equipment and Other Small Engine Mechanics                      | 49-3053                       | 7240                          |
| Craft Workers          | Bicycle Repairers   | 49-3091                       | 7260                          |
| Craft Workers          | Recreational Vehicle Service Technicians                                      | 49-3092                       | 7260                          |
| Craft Workers          | Tire Repairers and Changers   | 49-3093                       | 7260                          |
| Craft Workers          | Mechanical Door Repairers   | 49-9011                       | 7300                          |
| Craft Workers          | Control and Valve Installers and Repairers, Except Mechanical Door            | 49-9012                       | 7300                          |
| Craft Workers          | Heating, Air Conditioning, and Refrigeration Mechanics and Installers         | 49-9021                       | 7315                          |
| Craft Workers          | Home Appliance Repairers  | 49-9031                       | 7320                          |
| Craft Workers          | Industrial Machinery Mechanics  | 49-9041                       | 7330                          |
| Craft Workers          | Maintenance Workers, Machinery  | 49-9043                       | 7350                          |
| Craft Workers          | Millwrights   | 49-9044                       | 7360                          |
| Craft Workers          | Refractory Materials Repairers, Except Brickmasons                            | 49-9045                       | 7330                          |
| Craft Workers          | Electrical Power-Line Installers and Repairers                                | 49-9051                       | 7410                          |
| Craft Workers          | Telecommunications Line Installers and Repairers                              | 49-9052                       | 7420                          |
| Craft Workers          | Camera and Photographic Equipment Repairers                                   | 49-9061                       | 7430                          |
| Craft Workers          | Medical Equipment Repairers   | 49-9062                       | 7430                          |
| Craft Workers          | Musical Instrument Repairers and Tuners                                       | 49-9063                       | 7430                          |
| Craft Workers          | Watch Repairers   | 49-9064                       | 7430                          |
| Craft Workers          | Precision Instrument and Equipment Repairers, All Other                       | 49-9069                       | 7430                          |
| Craft Workers          | Maintenance and Repair Workers, General                                       | 49-9071                       | 7340                          |
| Craft Workers          | Wind Turbine Service Technicians  | 49-9081                       | 7630                          |
| Craft Workers          | Coin, Vending, and Amusement Machine Servicers and Repairers                  | 49-9091                       | 7510                          |
| Craft Workers          | Commercial Divers   | 49-9092                       | 7630                          |



| <b>EEO-1 Job Group</b> | <b>Job Title/Description of Standard Occupational Classification (SOC)</b> | <b>Six-Level SOC Job Code</b> | <b>Four-Digit Census Code</b> |
|------------------------|--|-------------------------------|-------------------------------|
| Craft Workers          | Fabric Menders, Except Garment   | 49-9093                       | 7630                          |
| Craft Workers          | Locksmiths and Safe Repairers  | 49-9094                       | 7540                          |
| Craft Workers          | Manufactured Building and Mobile Home Installers                           | 49-9095                       | 7550                          |
| Craft Workers          | Riggers  | 49-9096                       | 7560                          |
| Craft Workers          | Signal and Track Switch Repairers  | 49-9097                       | 7630                          |
| Craft Workers          | Installation, Maintenance, and Repair Workers, All Other                   | 49-9099                       | 7630                          |
| Craft Workers          | Structural Metal Fabricators and Fitters                                   | 51-2041                       | 7740                          |
| Craft Workers          | Machinists   | 51-4041                       | 8030                          |
| Craft Workers          | Model Makers, Metal and Plastic  | 51-4061                       | 8060                          |
| Craft Workers          | Patternmakers, Metal and Plastic   | 51-4062                       | 8060                          |
| Craft Workers          | Tool and Die Makers  | 51-4111                       | 8130                          |
| Craft Workers          | Prepress Technicians and Workers   | 51-5111                       | 8250                          |
| Craft Workers          | Print Binding and Finishing Workers  | 51-5113                       | 8256                          |
| Craft Workers          | Shoe and Leather Workers and Repairers                                     | 51-6041                       | 8330                          |
| Craft Workers          | Sewers, Hand   | 51-6051                       | 8350                          |
| Craft Workers          | Tailors, Dressmakers, and Custom Sewers                                    | 51-6052                       | 8350                          |
| Craft Workers          | Upholsterers   | 51-6093                       | 8450                          |
| Craft Workers          | Cabinetmakers and Bench Carpenters   | 51-7011                       | 8500                          |
| Craft Workers          | Furniture Finishers  | 51-7021                       | 8510                          |
| Craft Workers          | Model Makers, Wood   | 51-7031                       | 8550                          |
| Craft Workers          | Patternmakers, Wood  | 51-7032                       | 8550                          |
| Craft Workers          | Woodworkers, All Other   | 51-7099                       | 8550                          |
| Craft Workers          | Nuclear Power Reactor Operators  | 51-8011                       | 8600                          |
| Craft Workers          | Power Distributors and Dispatchers   | 51-8012                       | 8600                          |
| Craft Workers          | Power Plant Operators  | 51-8013                       | 8600                          |
| Craft Workers          | Stationary Engineers and Boiler Operators                                  | 51-8021                       | 8610                          |
| Craft Workers          | Water and Wastewater Treatment Plant and System Operators                  | 51-8031                       | 8620                          |
| Craft Workers          | Jewelers and Precious Stone and Metal Workers                              | 51-9071                       | 8750                          |
| Craft Workers          | Dental Laboratory Technicians  | 51-9081                       | 8760                          |
| Craft Workers          | Medical Appliance Technicians  | 51-9082                       | 8760                          |
| Craft Workers          | Ophthalmic Laboratory Technicians  | 51-9083                       | 8760                          |
| Craft Workers          | Etchers and Engravers  | 51-9194                       | 8910                          |
| Craft Workers          | Crane and Tower Operators  | 53-7021                       | 9510                          |
| Craft Workers          | Dredge Operators   | 53-7031                       | 9520                          |
| Craft Workers          | Excavating and Loading Machine and Dragline Operators                      | 53-7032                       | 9520                          |
| Craft Workers          | Loading Machine Operators, Underground Mining                              | 53-7033                       | 9520                          |
| Operatives             | Graders and Sorters, Agricultural Products                                 | 45-2041                       | 6040                          |
| Operatives             | First-Line Supervisors of Production and Operating Workers                 | 51-1011                       | 7700                          |
| Operatives             | Aircraft Structure, Surfaces, Rigging, and Systems Assemblers              | 51-2011                       | 7710                          |
| Operatives             | Coil Winders, Tapers, and Finishers  | 51-2021                       | 7720                          |
| Operatives             | Electrical and Electronic Equipment Assemblers                             | 51-2022                       | 7720                          |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC)                                       | Six-Level SOC Job Code | Four-Digit Census Code |
|-----------------|---|------------------------|------------------------|
| Operatives      | Electromechanical Equipment Assemblers  | 51-2023                | 7720                   |
| Operatives      | Engine and Other Machine Assemblers   | 51-2031                | 7730                   |
| Operatives      | Fiberglass Laminators and Fabricators   | 51-2091                | 7750                   |
| Operatives      | Team Assemblers   | 51-2092                | 7750                   |
| Operatives      | Timing Device Assemblers and Adjusters  | 51-2093                | 7750                   |
| Operatives      | Assemblers and Fabricators, All Other   | 51-2099                | 7750                   |
| Operatives      | Bakers  | 51-3011                | 7800                   |
| Operatives      | Butchers and Meat Cutters   | 51-3021                | 7810                   |
| Operatives      | Meat, Poultry, and Fish Cutters and Trimmers  | 51-3022                | 7810                   |
| Operatives      | Slaughterers and Meat Packers   | 51-3023                | 7810                   |
| Operatives      | Food and Tobacco Roasting, Baking, and Drying Machine Operators and Tenders                               | 51-3091                | 7830                   |
| Operatives      | Food Batchmakers  | 51-3092                | 7840                   |
| Operatives      | Food Cooking Machine Operators and Tenders  | 51-3093                | 7850                   |
| Operatives      | Food Processing Workers, All Other  | 51-3099                | 7855                   |
| Operatives      | Computer-Controlled Machine Tool Operators, Metal and Plastic   | 51-4011                | 7900                   |
| Operatives      | Computer Numerically Controlled Machine Tool Programmers, Metal and Plastic                               | 51-4012                | 7900                   |
| Operatives      | Extruding and Drawing Machine Setters, Operators, and Tenders, Metal and Plastic                          | 51-4021                | 7920                   |
| Operatives      | Forging Machine Setters, Operators, and Tenders, Metal and Plastic  | 51-4022                | 7930                   |
| Operatives      | Rolling Machine Setters, Operators, and Tenders, Metal and Plastic  | 51-4023                | 7940                   |
| Operatives      | Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic                   | 51-4031                | 7950                   |
| Operatives      | Drilling and Boring Machine Tool Setters, Operators, and Tenders, Metal and Plastic                       | 51-4032                | 7960                   |
| Operatives      | Grinding, Lapping, Polishing, and Buffing Machine Tool Setters, Operators, and Tenders, Metal and Plastic | 51-4033                | 8000                   |
| Operatives      | Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal and Plastic                         | 51-4034                | 8010                   |
| Operatives      | Milling and Planing Machine Setters, Operators, and Tenders, Metal and Plastic                            | 51-4035                | 8220                   |
| Operatives      | Metal-Refining Furnace Operators and Tenders  | 51-4051                | 8040                   |
| Operatives      | Pourers and Casters, Metal  | 51-4052                | 8040                   |
| Operatives      | Foundry Mold and Coremakers   | 51-4071                | 8100                   |
| Operatives      | Molding, Coremaking, and Casting Machine Setters, Operators, and Tenders, Metal and Plastic               | 51-4072                | 8100                   |
| Operatives      | Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic                                  | 51-4081                | 8220                   |
| Operatives      | Welders, Cutters, Solderers, and Brazers  | 51-4121                | 8140                   |
| Operatives      | Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders                                   | 51-4122                | 8140                   |
| Operatives      | Heat Treating Equipment Setters, Operators, and Tenders, Metal and Plastic                                | 51-4191                | 8150                   |
| Operatives      | Layout Workers, Metal and Plastic   | 51-4192                | 8220                   |
| Operatives      | Plating and Coating Machine Setters, Operators, and Tenders, Metal and Plastic                            | 51-4193                | 8200                   |
| Operatives      | Tool Grinders, Filers, and Sharpeners   | 51-4194                | 8210                   |
| Operatives      | Metal Workers and Plastic Workers, All Other  | 51-4199                | 8220                   |
| Operatives      | Printing Press Operators  | 51-5112                | 8255                   |
| Operatives      | Laundry and Dry-Cleaning Workers  | 51-6011                | 8300                   |
| Operatives      | Pressers, Textile, Garment, and Related Materials   | 51-6021                | 8310                   |
| Operatives      | Sewing Machine Operators  | 51-6031                | 8320                   |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC)                                 | Six-Level SOC Job Code | Four-Digit Census Code |
|-----------------|---|------------------------|------------------------|
| Operatives      | Shoe Machine Operators and Tenders  | 51-6042                | 8340                   |
| Operatives      | Textile Bleaching and Dyeing Machine Operators and Tenders  | 51-6061                | 8400                   |
| Operatives      | Textile Cutting Machine Setters, Operators, and Tenders   | 51-6062                | 8400                   |
| Operatives      | Textile Knitting and Weaving Machine Setters, Operators, and Tenders                                | 51-6063                | 8410                   |
| Operatives      | Textile Winding, Twisting, and Drawing Out Machine Setters, Operators, and Tenders                  | 51-6064                | 8420                   |
| Operatives      | Extruding and Forming Machine Setters, Operators, and Tenders, Synthetic and Glass Fibers           | 51-6091                | 8460                   |
| Operatives      | Fabric and Apparel Patternmakers  | 51-6092                | 8460                   |
| Operatives      | Textile, Apparel, and Furnishings Workers, All Other  | 51-6099                | 8460                   |
| Operatives      | Sawing Machine Setters, Operators, and Tenders, Wood  | 51-7041                | 8530                   |
| Operatives      | Woodworking Machine Setters, Operators, and Tenders, Except Sawing                                  | 51-7042                | 8540                   |
| Operatives      | Chemical Plant and System Operators   | 51-8091                | 8630                   |
| Operatives      | Gas Plant Operators   | 51-8092                | 8630                   |
| Operatives      | Petroleum Pump System Operators, Refinery Operators, and Gaugers                                    | 51-8093                | 8630                   |
| Operatives      | Plant and System Operators, All Other   | 51-8099                | 8630                   |
| Operatives      | Chemical Equipment Operators and Tenders  | 51-9011                | 8640                   |
| Operatives      | Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, Operators, and Tenders | 51-9012                | 8640                   |
| Operatives      | Crushing, Grinding, and Polishing Machine Setters, Operators, and Tenders                           | 51-9021                | 8650                   |
| Operatives      | Grinding and Polishing Workers, Hand  | 51-9022                | 8650                   |
| Operatives      | Mixing and Blending Machine Setters, Operators, and Tenders   | 51-9023                | 8650                   |
| Operatives      | Cutters and Trimmers, Hand  | 51-9031                | 8710                   |
| Operatives      | Cutting and Slicing Machine Setters, Operators, and Tenders   | 51-9032                | 8710                   |
| Operatives      | Extruding, Forming, Pressing, and Compacting Machine Setters, Operators, and Tenders                | 51-9041                | 8720                   |
| Operatives      | Furnace, Kiln, Oven, Drier, and Kettle Operators and Tenders  | 51-9051                | 8730                   |
| Operatives      | Inspectors, Testers, Sorters, Samplers, and Weighers  | 51-9061                | 8740                   |
| Operatives      | Packaging and Filling Machine Operators and Tenders   | 51-9111                | 8800                   |
| Operatives      | Coating, Painting, and Spraying Machine Setters, Operators, and Tenders                             | 51-9121                | 8810                   |
| Operatives      | Painters, Transportation Equipment  | 51-9122                | 8810                   |
| Operatives      | Painting, Coating, and Decorating Workers   | 51-9123                | 8810                   |
| Operatives      | Semiconductor Processors  | 51-9141                | 8965                   |
| Operatives      | Photographic Process Workers and Processing Machine Operators                                       | 51-9151                | 8830                   |
| Operatives      | Adhesive Bonding Machine Operators and Tenders  | 51-9191                | 8850                   |
| Operatives      | Cleaning, Washing, and Metal Pickling Equipment Operators and Tenders                               | 51-9192                | 8860                   |
| Operatives      | Cooling and Freezing Equipment Operators and Tenders  | 51-9193                | 8965                   |
| Operatives      | Molders, Shapers, and Casters, Except Metal and Plastic   | 51-9195                | 8920                   |
| Operatives      | Paper Goods Machine Setters, Operators, and Tenders   | 51-9196                | 8930                   |
| Operatives      | Tire Builders   | 51-9197                | 8940                   |
| Operatives      | Production Workers, All Other   | 51-9199                | 8965                   |
| Operatives      | Aircraft Cargo Handling Supervisors   | 53-1011                | 9000                   |
| Operatives      | First-Line Supervisors of Helpers, Laborers, and Material Movers, Hand                              | 53-1021                | 9000                   |
| Operatives      | First-Line Supervisors of Transportation and Material-Moving Machine and Vehicle Operators          | 53-1031                | 9000                   |

| EEO-1 Job Group    | Job Title/Description of Standard Occupational Classification (SOC)             | Six-Level SOC Job Code | Four-Digit Census Code |
|--------------------|---|------------------------|------------------------|
| Operatives         | Flight Attendants   | 53-2031                | 9050                   |
| Operatives         | Ambulance Drivers and Attendants, Except Emergency Medical Technicians          | 53-3011                | 9110                   |
| Operatives         | Bus Drivers, Transit and Intercity  | 53-3021                | 9120                   |
| Operatives         | Bus Drivers, School or Special Client   | 53-3022                | 9120                   |
| Operatives         | Driver/Sales Workers  | 53-3031                | 9130                   |
| Operatives         | Heavy and Tractor-Trailer Truck Drivers   | 53-3032                | 9130                   |
| Operatives         | Light Truck or Delivery Services Drivers  | 53-3033                | 9130                   |
| Operatives         | Taxi Drivers and Chauffeurs   | 53-3041                | 9140                   |
| Operatives         | Motor Vehicle Operators, All Other  | 53-3099                | 9150                   |
| Operatives         | Locomotive Engineers  | 53-4011                | 9200                   |
| Operatives         | Locomotive Firers   | 53-4012                | 9200                   |
| Operatives         | Rail Yard Engineers, Dinkey Operators, and Hostlers                             | 53-4013                | 9200                   |
| Operatives         | Railroad Brake, Signal, and Switch Operators                                    | 53-4021                | 9230                   |
| Operatives         | Railroad Conductors and Yardmasters   | 53-4031                | 9240                   |
| Operatives         | Subway and Streetcar Operators  | 53-4041                | 9260                   |
| Operatives         | Rail Transportation Workers, All Other  | 53-4099                | 9260                   |
| Operatives         | Sailors and Marine Oilers   | 53-5011                | 9300                   |
| Operatives         | Captains, Mates, and Pilots of Water Vessels                                    | 53-5021                | 9310                   |
| Operatives         | Motorboat Operators   | 53-5022                | 9310                   |
| Operatives         | Ship Engineers  | 53-5031                | 9300                   |
| Operatives         | Bridge and Lock Tenders   | 53-6011                | 9420                   |
| Operatives         | Parking Lot Attendants  | 53-6021                | 9350                   |
| Operatives         | Traffic Technicians   | 53-6041                | 9420                   |
| Operatives         | Transportation Attendants, Except Flight Attendants                             | 53-6061                | 9415                   |
| Operatives         | Transportation Workers, All Other   | 53-6099                | 9420                   |
| Operatives         | Conveyor Operators and Tenders  | 53-7011                | 9560                   |
| Operatives         | Hoist and Winch Operators   | 53-7041                | 9560                   |
| Operatives         | Industrial Truck and Tractor Operators  | 53-7051                | 9600                   |
| Operatives         | Packers and Packagers, Hand   | 53-7064                | 9640                   |
| Operatives         | Gas Compressor and Gas Pumping Station Operators                                | 53-7071                | 9650                   |
| Operatives         | Pump Operators, Except Wellhead Pumps   | 53-7072                | 9650                   |
| Operatives         | Wellhead Pumps  | 53-7073                | 9650                   |
| Operatives         | Mine Shuttle Car Operators  | 53-7111                | 9750                   |
| Operatives         | Tank Car, Truck, and Ship Loaders   | 53-7121                | 9750                   |
| Operatives         | Material Moving Workers, All Other  | 53-7199                | 9750                   |
| Labors and Helpers | First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers | 37-1012                | 4210                   |
| Labors and Helpers | Landscaping and Groundskeeping Workers  | 37-3011                | 4250                   |
| Labors and Helpers | Pesticide Handlers, Sprayers, and Applicators, Vegetation                       | 37-3012                | 4250                   |
| Labors and Helpers | Tree Trimmers and Pruners   | 37-3013                | 4250                   |
| Labors and Helpers | Grounds Maintenance Workers, All Other  | 37-3019                | 4250                   |
| Labors and Helpers | Nonfarm Animal Caretakers   | 39-2021                | 4350                   |

| <b>EEO-1 Job Group</b> | <b>Job Title/Description of Standard Occupational Classification (SOC)</b>  | <b>Six-Level SOC Job Code</b> | <b>Four-Digit Census Code</b> |
|------------------------|---|-------------------------------|-------------------------------|
| Labors and Helpers     | First-Line Supervisors of Farming, Fishing, and Forestry Workers            | 45-1011                       | 6005                          |
| Labors and Helpers     | Animal Breeders   | 45-2021                       | 6050                          |
| Labors and Helpers     | Agricultural Equipment Operators  | 45-2091                       | 6050                          |
| Labors and Helpers     | Farmworkers and Laborers, Crop, Nursery, and Greenhouse                     | 45-2092                       | 6050                          |
| Labors and Helpers     | Farmworkers, Farm, Ranch, and Aquacultural Animals                          | 45-2093                       | 6050                          |
| Labors and Helpers     | Agricultural Workers, All Other   | 45-2099                       | 6050                          |
| Labors and Helpers     | Fishers and Related Fishing Workers   | 45-3011                       | 6100                          |
| Labors and Helpers     | Hunters and Trappers  | 45-3021                       | 6100                          |
| Labors and Helpers     | Forest and Conservation Workers   | 45-4011                       | 6120                          |
| Labors and Helpers     | Fallers   | 45-4021                       | 6130                          |
| Labors and Helpers     | Logging Equipment Operators   | 45-4022                       | 6130                          |
| Labors and Helpers     | Log Graders and Scalers   | 45-4023                       | 6130                          |
| Labors and Helpers     | Logging Workers, All Other  | 45-4029                       | 6130                          |
| Labors and Helpers     | Construction Laborers   | 47-2061                       | 6260                          |
| Labors and Helpers     | Helpers--Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters | 47-3011                       | 6600                          |
| Labors and Helpers     | Helpers--Carpenters   | 47-3012                       | 6600                          |
| Labors and Helpers     | Helpers--Electricians   | 47-3013                       | 6600                          |
| Labors and Helpers     | Helpers--Painters, Paperhangers, Plasterers, and Stucco Masons              | 47-3014                       | 6600                          |
| Labors and Helpers     | Helpers--Pipelayers, Plumbers, Pipefitters, and Steamfitters                | 47-3015                       | 6600                          |
| Labors and Helpers     | Helpers--Roofers  | 47-3016                       | 6600                          |
| Labors and Helpers     | Helpers, Construction Trades, All Other                                     | 47-3019                       | 6600                          |
| Labors and Helpers     | Helpers--Installation, Maintenance, and Repair Workers                      | 49-9098                       | 7610                          |
| Labors and Helpers     | Helpers--Production Workers   | 51-9198                       | 8950                          |
| Labors and Helpers     | Automotive and Watercraft Service Attendants                                | 53-6031                       | 9360                          |
| Labors and Helpers     | Cleaners of Vehicles and Equipment  | 53-7061                       | 9610                          |
| Labors and Helpers     | Laborers and Freight, Stock, and Material Movers, Hand                      | 53-7062                       | 9620                          |
| Labors and Helpers     | Machine Feeders and Offbearers  | 53-7063                       | 9630                          |
| Labors and Helpers     | Refuse and Recyclable Material Collectors                                   | 53-7081                       | 9720                          |
| Service Workers        | Home Health Aides   | 31-1011                       | 3600                          |
| Service Workers        | Psychiatric Aides   | 31-1013                       | 3600                          |
| Service Workers        | Nursing Assistants  | 31-1014                       | 3600                          |
| Service Workers        | Orderlies   | 31-1015                       | 3600                          |
| Service Workers        | Occupational Therapy Assistants   | 31-2011                       | 3610                          |
| Service Workers        | Occupational Therapy Aides  | 31-2012                       | 3610                          |
| Service Workers        | Physical Therapist Assistants   | 31-2021                       | 3620                          |
| Service Workers        | Physical Therapist Aides  | 31-2022                       | 3620                          |
| Service Workers        | Massage Therapists  | 31-9011                       | 3630                          |
| Service Workers        | Dental Assistants   | 31-9091                       | 3640                          |
| Service Workers        | Medical Assistants  | 31-9092                       | 3645                          |
| Service Workers        | Medical Equipment Preparers   | 31-9093                       | 3655                          |
| Service Workers        | Pharmacy Aides  | 31-9095                       | 3647                          |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC)       | Six-Level SOC Job Code | Four-Digit Census Code |
|-----------------|---|------------------------|------------------------|
| Service Workers | Veterinary Assistants and Laboratory Animal Caretakers                    | 31-9096                | 3648                   |
| Service Workers | Phlebotomists   | 31-9097                | 3649                   |
| Service Workers | Healthcare Support Workers, All Other                                     | 31-9099                | 3655                   |
| Service Workers | First-Line Supervisors of Correctional Officers                           | 33-1011                | 3700                   |
| Service Workers | First-Line Supervisors of Police and Detectives                           | 33-1012                | 3710                   |
| Service Workers | First-Line Supervisors of Fire Fighting and Prevention Workers            | 33-1021                | 3720                   |
| Service Workers | First-Line Supervisors of Protective Service Workers, All Other           | 33-1099                | 3730                   |
| Service Workers | Firefighters  | 33-2011                | 3740                   |
| Service Workers | Fire Inspectors and Investigators   | 33-2021                | 3750                   |
| Service Workers | Forest Fire Inspectors and Prevention Specialists                         | 33-2022                | 3750                   |
| Service Workers | Bailiffs  | 33-3011                | 3800                   |
| Service Workers | Correctional Officers and Jailers   | 33-3012                | 3800                   |
| Service Workers | Detectives and Criminal Investigators                                     | 33-3021                | 3820                   |
| Service Workers | Fish and Game Wardens   | 33-3031                | 3840                   |
| Service Workers | Parking Enforcement Workers   | 33-3041                | 3840                   |
| Service Workers | Police and Sheriff's Patrol Officers                                      | 33-3051                | 3850                   |
| Service Workers | Transit and Railroad Police   | 33-3052                | 3850                   |
| Service Workers | Animal Control Workers  | 33-9011                | 3900                   |
| Service Workers | Private Detectives and Investigators                                      | 33-9021                | 3910                   |
| Service Workers | Gaming Surveillance Officers and Gaming Investigators                     | 33-9031                | 3930                   |
| Service Workers | Security Guards   | 33-9032                | 3930                   |
| Service Workers | Crossing Guards   | 33-9091                | 3940                   |
| Service Workers | Lifeguards, Ski Patrol, and Other Recreational Protective Service Workers | 33-9092                | 3955                   |
| Service Workers | Transportation Security Screeners   | 33-9093                | 3945                   |
| Service Workers | Protective Service Workers, All Other                                     | 33-9099                | 3955                   |
| Service Workers | Chefs and Head Cooks  | 35-1011                | 4000                   |
| Service Workers | First-Line Supervisors of Food Preparation and Serving Workers            | 35-1012                | 4010                   |
| Service Workers | Cooks, Fast Food  | 35-2011                | 4020                   |
| Service Workers | Cooks, Institution and Cafeteria  | 35-2012                | 4020                   |
| Service Workers | Cooks, Private Household  | 35-2013                | 4020                   |
| Service Workers | Cooks, Restaurant   | 35-2014                | 4020                   |
| Service Workers | Cooks, Short Order  | 35-2015                | 4020                   |
| Service Workers | Cooks, All Other  | 35-2019                | 4020                   |
| Service Workers | Food Preparation Workers  | 35-2021                | 4030                   |
| Service Workers | Bartenders  | 35-3011                | 4040                   |
| Service Workers | Combined Food Preparation and Serving Workers, Including Fast Food        | 35-3021                | 4050                   |
| Service Workers | Counter Attendants, Cafeteria, Food Concession, and Coffee Shop           | 35-3022                | 4060                   |
| Service Workers | Waiters and Waitresses  | 35-3031                | 4110                   |
| Service Workers | Food Servers, Nonrestaurant   | 35-3041                | 4120                   |
| Service Workers | Dining Room and Cafeteria Attendants and Bartender Helpers                | 35-9011                | 4130                   |
| Service Workers | Dishwashers   | 35-9021                | 4140                   |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|-----------------|---|------------------------|------------------------|
| Service Workers | Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop            | 35-9031                | 4150                   |
| Service Workers | Food Preparation and Serving Related Workers, All Other             | 35-9099                | 4130                   |
| Service Workers | First-Line Supervisors of Housekeeping and Janitorial Workers       | 37-1011                | 4200                   |
| Service Workers | Janitors and Cleaners, Except Maids and Housekeeping Cleaners       | 37-2011                | 4220                   |
| Service Workers | Maids and Housekeeping Cleaners                                     | 37-2012                | 4230                   |
| Service Workers | Building Cleaning Workers, All Other                                | 37-2019                | 4220                   |
| Service Workers | Pest Control Workers  | 37-2021                | 4240                   |
| Service Workers | Gaming Supervisors  | 39-1011                | 4300                   |
| Service Workers | Slot Supervisors  | 39-1012                | 4300                   |
| Service Workers | First-Line Supervisors of Personal Service Workers                  | 39-1021                | 4320                   |
| Service Workers | Gaming Dealers  | 39-3011                | 4400                   |
| Service Workers | Gaming and Sports Book Writers and Runners                          | 39-3012                | 4400                   |
| Service Workers | Gaming Service Workers, All Other                                   | 39-3019                | 4400                   |
| Service Workers | Motion Picture Projectionists                                       | 39-3021                | 4410                   |
| Service Workers | Ushers, Lobby Attendants, and Ticket Takers                         | 39-3031                | 4420                   |
| Service Workers | Amusement and Recreation Attendants                                 | 39-3091                | 4430                   |
| Service Workers | Costume Attendants  | 39-3092                | 4430                   |
| Service Workers | Locker Room, Coatroom, and Dressing Room Attendants                 | 39-3093                | 4430                   |
| Service Workers | Entertainment Attendants and Related Workers, All Other             | 39-3099                | 4430                   |
| Service Workers | Embalmers   | 39-4011                | 4460                   |
| Service Workers | Funeral Attendants  | 39-4021                | 4460                   |
| Service Workers | Barbers   | 39-5011                | 4500                   |
| Service Workers | Hairdressers, Hairstylists, and Cosmetologists                      | 39-5012                | 4510                   |
| Service Workers | Makeup Artists, Theatrical and Performance                          | 39-5091                | 4520                   |
| Service Workers | Manicurists and Pedicurists   | 39-5092                | 4520                   |
| Service Workers | Shampoosers   | 39-5093                | 4520                   |
| Service Workers | Skincare Specialists  | 39-5094                | 4520                   |
| Service Workers | Baggage Porters and Bellhops  | 39-6011                | 4530                   |
| Service Workers | Concierges  | 39-6012                | 4530                   |
| Service Workers | Tour Guides and Escorts   | 39-7011                | 4540                   |
| Service Workers | Travel Guides   | 39-7012                | 4540                   |
| Service Workers | Childcare Workers   | 39-9011                | 4600                   |
| Service Workers | Personal Care Aides   | 39-9021                | 4610                   |
| Service Workers | Fitness Trainers and Aerobics Instructors                           | 39-9031                | 4620                   |
| Service Workers | Recreation Workers  | 39-9032                | 4620                   |
| Service Workers | Residential Advisors  | 39-9041                | 4640                   |
| Service Workers | Personal Care and Service Workers, All Other                        | 39-9099                | 4650                   |

\*\*\* NOTE: Executive/Senior Level Officials and Managers include individuals who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, within the parameters approved by boards of directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO. Examples

of these kinds of managers are: chief executive officers, chief operating officers, chief financial officers, line of functional areas or operating groups, chief information officers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.





**Empire State  
Development**

**OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**

**OCSD-4**

MWBE AND SDVOB UTILIZATION PLAN

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE and SDVOB Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) and/or Service Disabled Veteran Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

\* indicates mandatory fields

\*Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 \*Representative Name: \_\_\_\_\_ Town, State & Zip: \_\_\_\_\_  
 \*Phone: \_\_\_\_\_ \*ESD Contract/Project Number: \_\_\_\_\_  
 \*Fax: \_\_\_\_\_ RFP/RFQ/Solicitation Number: \_\_\_\_\_  
 \*Email: \_\_\_\_\_ \*MWBE Goal: MBE \_\_\_\_% + WBE \_\_\_\_% = MWBE GOAL \_\_\_\_%  
 \*Total Dollar Value of Contract/Grant: \$ \_\_\_\_\_ \*SDVOB Goal: \_\_\_\_%

| 1.<br>* Certified MWBE or SDVOB Firm Name, Contact Person's Name, Address, Phone and Email. | 2.<br>* Check All That Apply   | 3.<br>* Federal ID No. | 4.<br>*Detailed Description of Work (Attach additional sheets, if necessary, Attach Contract if available) | 5.<br>*Check Firm Type That Applies for Work Completed on this Project   | 6.<br>*Dollar Value of Contract (if unavailable or yet undetermined, indicate \$1) |
|---|--|------------------------|--|--|--|
| A.  | <u>NYS CERTIFIED</u><br><input type="checkbox"/> MBE<br><input type="checkbox"/> WBE<br><input type="checkbox"/> SDVOB |                        |  | <input type="checkbox"/> Subcontractor<br><input type="checkbox"/> Subconsultant<br><input type="checkbox"/> Materials Supplier<br><input type="checkbox"/> Trade Agents/Brokers |  |
| B.  | <u>NYS CERTIFIED</u><br><input type="checkbox"/> MBE<br><input type="checkbox"/> WBE<br><input type="checkbox"/> SDVOB |                        |  | <input type="checkbox"/> Subcontractor<br><input type="checkbox"/> Subconsultant<br><input type="checkbox"/> Materials Supplier<br><input type="checkbox"/> Trade Agents/Brokers |  |



7. If unable to fully meet the MWBE and/or SDVOB goals set forth in the contract, the Contractor must submit a Waiver Request form, which may be obtained from the Office of Contractor and Supplier Diversity, at [OCSD@ESD.NY.GOV](mailto:OCSD@ESD.NY.GOV).

PREPARED BY (Signature): \_\_\_\_\_ DATE: \_\_\_\_\_

Preparer's Name (Print or Type): \_\_\_\_\_

Preparer's Title: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE AND SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW ARTICLES 15-A AND 17-B, 5 NYCRR PART 143, 9 NYCRR PART 252, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

The MWBE Certification status of the firms listed on this form **MUST** be verified using the New York State Contract System's Directory of Certified Minority and Women-owned Business Enterprises.

This directory is available at <https://ny.newnycontracts.com>.

The SDVOB Certification status of the firms listed on this form **MUST** be verified using the Directory of New York State Certified Service-Disabled Veteran-Owned Businesses.

This directory is available at <https://online.ogs.ny.gov/SDVOB/search>.

TELEPHONE NO.: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

**Policy Regarding Use of MWBE Suppliers and Brokers**

Only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.

**FOR CONSTRUCTION/CAPITAL PROJECTS** – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

**FOR ALL OTHER PROJECTS** - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

**\*\* FOR OCSD USE ONLY \*\***

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**UTILIZATION PLAN APPROVED?**

YES  PARTIAL  NO Date: \_\_\_\_\_

# **POST BID DOCUMENTS**

# **Standard**

**PB-1 Provide  
Proof of Ability to do work  
in New York State**

**or**

**Covenant to Obtain**

**PB-2 Provide  
Proof of Insurance**

# Construction Performance Bond

Any singular reference to Contractor, Surety, Owner of other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date: Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Construction Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

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

Name and Title:

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

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

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

Name and Title:

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

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
  2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
  3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
    - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner and the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and
    - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
    - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
  4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    - 4.1 Arrange for the Contractor, with Consent of the Owner, to perform and complete the Construction Contract; or
    - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
    - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for Contract or performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
    - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.
      1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
      2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
  5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
  6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract.
- 6.1 To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
    - 6.2 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
    - 6.3 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
    - 6.4 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
  7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
  8. The Surety hereby waives notice of any change, include changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal, or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by the law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
  11. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
  12. Definitions.
    - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amount received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduce by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
    - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
    - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
    - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract to perform and complete or comply with other terms thereof.



112 COLUMBUS AVENUE DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**PB – 4**  
**EMERGENCY CONTACTS**

| <b>CONTACT PERSON</b> | <b>CAN BE REACHED AT*</b>         |
|-----------------------|-----------------------------------|
| 1. _____              | _____ (cell)<br>_____ (land line) |
| 2. _____              | _____ (cell)<br>_____ (land line) |
| 3. _____              | _____ (cell)<br>_____ (land line) |

**WEEKEND / AFTER HOURS / HOLIDAY EMERGENCY CONTACTS**

| <b>CONTACT PERSON</b> | <b>CAN BE REACHED AT*</b>         |
|-----------------------|-----------------------------------|
| 1. _____              | _____ (cell)<br>_____ (land line) |
| 2. _____              | _____ (cell)<br>_____ (land line) |
| 3. _____              | _____ (cell)<br>_____ (land line) |

\* Please indicate cell and land line (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.

## **Project Specific**

## SCHEDULE B

### PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

#### **I. General Provisions**

- A. Empire State Development (ESD) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to ESD, to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to ESD pursuant to the Contract and applicable law.

#### **II. Contract Goals**

- A. For purposes of this procurement, ESD hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State certified Minority-owned Business Enterprises (“MBE”) participation and 15% for New York State certified Women-owned Business Enterprises (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of qualified MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

## SCHEDULE B

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
- D. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
1. Evidence of outreach to MWBEs;
  2. Any responses by MWBEs to the Contractor’s outreach;
  3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
  4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by ESD with MWBEs; and,
  5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

### **III. Equal Employment Opportunity (EEO)**

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Contractor shall submit an EEO policy statement to ESD within seventy two (72) hours after the date of the notice by ESD to award the Contract to the Contractor.

## SCHEDULE B

3. If the Contractor, or Subcontractors, does not have an existing EEO policy statement, ESD may provide the Contractor or Subcontractor a model statement (see Form – OCSD-1 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

### C. Form OCSD-2 – Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

### D. Form OCSD-3 – Workforce Utilization Report

## SCHEDULE B

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its Subcontractors to submit a Workforce Utilization Report, in excel format only on a monthly basis for construction contracts over \$100,000, or a quarterly basis for commodities and services contracts over \$25,000, during the term of the contract to [OCSD@esd.ny.gov](mailto:OCSD@esd.ny.gov), by the 10<sup>th</sup> day following each end of month or quarter as applicable.
  2. Separate forms shall be completed by Contractor and any Subcontractor.
  3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis. Contact OCSD for additional information.
- E. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

### **IV. MWBE Utilization Plan**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method (Form OCSD-4) to ESD, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract.
- C. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, ESD shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

### **V. Waivers**

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method (Form OCSD-5) provided by ESD. Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve

## SCHEDULE B

the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, ESD shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

- B. If ESD, upon review of the MWBE Utilization Plan, updated Quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, ESD may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

### **VI. Quarterly MWBE Contractor Compliance Report**

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method (Form OCSD-6), to ESD by the 10<sup>th</sup> day following each end of month over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

### **VII. Liquidated Damages - MWBE Participation**

- A. Where ESD determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to ESD liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by ESD, the Contractor shall pay such liquidated damages to ESD within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

## SCHEDULE B-1

### **PARTICIPATION BY SERVICE-DISABLED VETERAN-OWNED BUSINESSES WITH RESPECT TO STATE CONTRACTS**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. The Corporation recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the Corporation's contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are expected to consider SDVOBs in the fulfillment of the requirements of the Agreement. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

#### **I. Contract Goals**

- A. The Corporation hereby establishes an overall goal of 6 percent for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Contractor should reference the directory of New York State Certified SDVOBs found at: [http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf). Questions regarding compliance with SDVOB participation goals should be directed to the [Designated Contacts]. Additionally, following Contract execution, the Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss additional methods of maximizing participation by SDVOBs on the Agreement.
- B. The Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Agreement (see clause IV below).

#### **II. SDVOB Utilization Plan**

- A. In accordance with 9 NYCRR § 252.2(i), Contractors are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Contractor intends to use to perform the Agreement, a description of the work that the Contractor intends the SDVOB to perform to meet the goals on the Agreement, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Contractor acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Agreement award and



during the term of the Agreement must be reported on a revised SDVOB Utilization Plan and submitted to the Corporation.

- C. The Corporation will review the submitted SDVOB Utilization Plan and advise the Contractor of the Corporation's acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, the Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Corporation a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Corporation to be inadequate, the Corporation shall notify the Contractor and direct the Contractor to submit, within five business days of notification by the Corporation, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. The Corporation may disqualify a Contractor's bid or proposal as being non-responsive under the following circumstances:
  - (a) If a Contractor fails to submit an SDVOB Utilization Plan;
  - (b) If a Contractor fails to submit a written remedy to a notice of deficiency;
  - (c) If a Contractor fails to submit a request for waiver; or
  - (d) If the Corporation determines that the Contractor has failed to document good faith efforts.
- F. If awarded a Contract, the Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Agreement pursuant to the prescribed SDVOB contract goals set forth above.
- G. The Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, the Corporation shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

### **III. Request for Waiver**

- A. **Prior to submission of a request for a partial or total waiver, the Contractor shall speak to the Designated Contacts at the Corporation for guidance.**
- B. In accordance with 9 NYCRR § 252.2(m), a Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Contractor may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Corporation at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Contractor's waiver request is complete, the Corporation shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

- C. The Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Agreement. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Agreement to the Corporation, but must be made no later than prior to the submission of a request for final payment on the Agreement.
- D. If the Corporation, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the Agreement goals and no waiver has been issued in regards to such non-compliance, the Corporation may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Corporation.

#### **IV. Required Good Faith Efforts**

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Agreement. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Corporation with certified SDVOBs whom the Corporation determined were capable of fulfilling the SDVOB goals set in the Agreement.
- (4) Information describing the specific steps undertaken to reasonably structure the Agreement scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

#### **V. Monthly SDVOB Contractor Compliance Report**

In accordance with 9 NYCRR § 252.2(q), the Contractor is required to report Monthly SDVOB Contractor Compliance to the Corporation during the term of the Agreement for the preceding month's activity, documenting progress made towards achieving the Agreement SDVOB goals. This information must be submitted using form SDVOB 101 available on the Corporation's website and should be completed by the Contractor and submitted to the Corporation, by the 10th day of each month during the term of the Agreement, for the preceding month's activity to: [OCSD@esd.ny.gov](mailto:OCSD@esd.ny.gov).

**VI. Breach of Contract and Damages**

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Agreement, shall be found to have breached the Agreement and Contractor shall pay damages as set forth therein.

**ALL FORMS ARE AVAILABLE AT: <http://ogs.ny.gov/Core/SDVOBA.asp>**



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WAIVER REQUEST FORM

| Request for Waiver   |  |                |
|--|--|----------------|
| Grantee / Contractor Name:   | Fed ID No.:  |                |
| Full Address:  | Contract / Project Number:                               |                |
| Project Details (Project Name, Project Location):  | Have you Previously submitted a Waiver Request? (YES/NO) |                |
| Current Contract Value:  | MWBE Goal: MBE   | % + WBE %      |
|  | Overall MWBE Goal:                                       | %              |
|  | SDVOB Goal:  | %              |
| <p><b>By submitting this form and the required information, the Contractor certifies that every "Good Faith Effort" has been taken to promote MWBE and SDVOB participation pursuant to the MWBE and SDVOB requirements set forth under the contract. Review 5 NYCRR § 142.8 and 9 NYCRR § 252, Contractor's Good Faith Efforts, for the precise definition of "Good Faith Effort." Failure to adequately demonstrate Good Faith Efforts will result in a denial of your Waiver Request. It is the Contractor's responsibility to ensure that adequate, clear and complete information is presented to the Office of Contractor and Supplier Diversity ("OCSD").</b></p>          |  |                |
| <p><b>*UTILIZATION VALUE MET:</b></p> <p>MBE: \$ _____   WBE: \$ _____   SDVOB: \$ _____</p>   |  |                |
| <p><b>*CONTRACTOR IS REQUESTING :</b></p> <p>1. <input type="checkbox"/> <b>MBE Waiver</b> – A waiver of the MBE Goal for this procurement is requested.<br/>REQUESTED MBE GOAL: _____ %</p> <p>2. <input type="checkbox"/> <b>WBE Waiver</b> – A waiver of the WBE Goal for this procurement is requested.<br/>REQUESTED WBE GOAL: _____ %</p> <p>3. <input type="checkbox"/> <b>OVERALL MWBE Waiver</b> – A waiver of the MWBE Goal for this procurement is requested.<br/>REQUESTED MWBE GOAL: _____ %</p> <p>4. <input type="checkbox"/> <b>SDVOB Waiver</b> – A waiver of SDVOB Participation Goal for this procurement is requested.<br/>REQUESTED SDVOB GOAL: _____ %</p> |  |                |
| <p>PREPARED BY (Signature): _____ Date: _____</p> <p>SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT THAT IT HAS MADE GOOD FAITH EFFORTS, PURSUANT TO 5 NYCRR §142.8 AND/OR 9 NYCRR §252, TO INCLUDE THE PARTICIPATION OF NEW YORK STATE CERTIFIED MINORITY AND WOMEN OWNED BUSINESSES AND SERVICE DISABLED VETERAN OWNED BUSINESSES IN THE ABOVE PROJECT OR CONTRACT. CONTRACTOR HEREBY AGREES TO PROVIDE ANY AND ALL RELEVANT DOCUMENTATION IN SUPPORT OF THE DEMONSTRATION OF ITS GOOD FAITH EFFORTS AND ACKNOWLEDGES THAT IT HAS PROVIDED WITH THIS WAIVER REQUEST ALL AVAILABLE DOCUMENTATION SUPPORTING ITS GOOD FAITH EFFORTS.</p>     |  |                |
| <b>*Name and Title of Preparer:</b>  | <b>*Telephone Number:</b>                                | <b>*Email:</b> |



### Contractor's Good Faith Efforts

- (a) Contractors must document their good faith efforts toward utilizing certified firms, including but not limited to, those identified within a utilization plan. Such documented efforts, shall include, at a minimum:
  - (1) Copies of its solicitations of certified firms enterprises and any responses thereto;
  - (2) If responses to the contractor's solicitations were received, but a certified firm was not selected, the specific reasons that such firm was not selected;
  - (3) Copies of any advertisements for participation by certified firms timely published in appropriate general circulation, trade, MWBE and SDVOB oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
  - (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified firms enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
  - (5) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified firms.
- (b) In addition to the information provided by the contractor in subdivision (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:
  - (1) where applicable, whether the contractor submitted an amended utilization plan consistent with the subcontract or supplier opportunities in the contract;
  - (2) the number of certified firms in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
  - (3) the actions taken by the contractor to contact and assess the ability of certified firms located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
  - (4) whether the contractor provided relevant plans, specifications or terms and conditions to certified firms sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
  - (5) the terms and conditions of any subcontract or provision of suppliers offered to certified firms and a comparison of such terms and conditions with those offered in the ordinary course of the contractor's business and to other subcontractors or suppliers of the contractor;
  - (6) whether the contractor offered to make up any inability to comply with the certified firms goals in the subject State contract in other State contracts being performed or awarded to the contractor;
  - (7) the extent to which contractor's own actions, including but not limited to, any failure by contractor to discharge contractor's duties pursuant to this Part, Articles 15-A or 17-B of the Executive Law, contributed to contractor's inability to meet the maximum feasible portion of the contract goals;
  - (8) whether the contractor knowingly utilized one or more certified firms, in the performance of the subject State contract, that contractor knew or reasonably should have known could not perform a commercially useful function.



**OCSD-5**

**WAIVER REQUEST FORM**

(9) whether the contractor submitted compliance reports, which identified certified firms that contractor knew or reasonably should have known did not perform a commercially useful function on a State contract on which goals were assigned. and

(10) any other information that is relevant or appropriate to determining whether the contractor has demonstrated a good faith effort.

|  |   |                     |              |
|--|---|---------------------|--------------|
| <p>Submit with the bid or proposal or if submitting after award submit to:</p> <p><b>Empire State Development<br/>Office of Contractor and Supplier Diversity<br/>633 Third Avenue, 35<sup>th</sup> Floor<br/>New York, New York 10017</b></p> | <p><b>***** FOR OCSD USE ONLY *****</b></p>   |                     |              |
|  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 5px;"><b>REVIEWED BY:</b></td> <td style="width: 30%; padding: 5px;"><b>DATE:</b></td> </tr> </table>   | <b>REVIEWED BY:</b> | <b>DATE:</b> |
| <b>REVIEWED BY:</b>  | <b>DATE:</b>  |                     |              |
|  | <p> <b>Waiver Granted:</b> <input type="checkbox"/> <b>YES</b>    <b>MBE:</b> <input type="checkbox"/>    <b>WBE:</b> <input type="checkbox"/>    <b>SDVOB:</b> <input type="checkbox"/><br/> <input type="checkbox"/> <b>Total Waiver</b>                      <input type="checkbox"/> <b>Partial Waiver</b><br/> <input type="checkbox"/> <b>*Conditional</b>                      <input type="checkbox"/> <b>Notice of Deficiency Issued</b> _____         </p> <p><b>* <u>Comments:</u></b></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> |                     |              |



Empire State  
Development

**OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

**OCSD-6**

CONTRACTOR/GRANTEE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 TOWN/COUNTY/ZIP: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_

ESD OCSD REPRESENTATIVE: \_\_\_\_\_  
 CONTRACT/PROJECT NAME: \_\_\_\_\_  
 CONTRACT/PROJECT #: \_\_\_\_\_  
 PROJECT START DATE: \_\_\_\_\_  
 PERCENT COMPLETE: \_\_\_\_\_  
 ACTUAL COMPLETION DATE: \_\_\_\_\_

REPORTING PERIOD:  Monthly for the Month of: (Month) (Year)  
 Quarterly (Check Applicable):  Quarter 1 (4/1-6/30) |  Quarter 2 (7/1-9/30) |  Quarter 3 (10/1-12/31) |  Quarter 4 (1/1-3/31)

Attach MWBE and SDVOB executed contracts, wire transfer confirmations and cancelled checks as proof of payment to the identified MWBEs and SDVOBs. This report should be completed and signed by an officer of the Reporting Company. Attach additional sheets if necessary.

| PRIME CONTRACTOR, if different from above (Name, Address, Contact Person, Title and Phone # with area code) | PRIME CONTRACT AMOUNT | MWBE or SDVOB SUBCONTRACTOR (Name, Address, Contact Person, Title and Phone # with area code) | NYS CERTIFICATION (Check One)   | DESCRIPTION OF SERVICES | CONTRACT AMOUNT | PAYMENTS PREVIOUSLY REPORTED | PAYMENTS ON CURRENT REPORT | TOTAL PAYMENTS TO DATE |
|---|-----------------------|---|---|-------------------------|-----------------|------------------------------|----------------------------|------------------------|
|   | \$                    |   | <input type="checkbox"/> MBE <input type="checkbox"/> WBE<br><input type="checkbox"/> SDVOB |                         | \$              | \$                           | \$                         | \$                     |
|   | \$                    |   | <input type="checkbox"/> MBE <input type="checkbox"/> WBE<br><input type="checkbox"/> SDVOB |                         | \$              | \$                           | \$                         | \$                     |
|   | \$                    |   | <input type="checkbox"/> MBE <input type="checkbox"/> WBE<br><input type="checkbox"/> SDVOB |                         | \$              | \$                           | \$                         | \$                     |

CERTIFICATION: I, \_\_\_\_\_ (Print Name), the \_\_\_\_\_ (Title) of the Reporting Company above, do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

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

Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.



**Empire State  
Development**

**OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

**OCSD-6**

**SUBMIT REPORT TO:** Office of Contractor and Supplier Diversity  
 Empire State Development  
 633 Third Avenue, 35<sup>th</sup> Floor  
 New York, NY 10017

Completed forms may be emailed directly to OCSD at [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov). All email submissions must include ESD's project/contract number(s), and the name and contact information of the individual or firm submitting the information.

**QUESTIONS?** Please contact the OCSD's Compliance Managers or email the office at [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov).

|   |  |   |  |   |  |
|---|--|---|--|---|--|
| <b>Danielle Adams</b><br>(518) 292-5187<br><a href="mailto:Danielle.Adams@esd.ny.gov">Danielle.Adams@esd.ny.gov</a> | <b>Danah Alexander</b><br>(212) 803-3244<br><a href="mailto:Danah.Alexander@esd.ny.gov">Danah.Alexander@esd.ny.gov</a> | <b>Geraldine Ford</b><br>(716) 846-8205<br><a href="mailto:Geraldine.Ford@esd.ny.gov">Geraldine.Ford@esd.ny.gov</a> | <b>Denise Ross</b><br>(212) 803-3226<br><a href="mailto:Denise.Ross@esd.ny.gov">Denise.Ross@esd.ny.gov</a> | <b>Darrell Vaughn</b><br>(212) 803-3663<br><a href="mailto:Darrell.Vaughn@esd.ny.gov">Darrell.Vaughn@esd.ny.gov</a> | <b>Jazmin Thomas</b><br>(212) 803-3571<br><a href="mailto:Jazmin.Thomas@esd.ny.gov">Jazmin.Thomas@esd.ny.gov</a> |
|---|--|---|--|---|--|

**R E G I O N S :**

|   |   |  |  |  |   |
|---|---|--|--|--|---|
| Capital District<br>Mohawk Valley<br>SUNY Poly Portfolio<br>Department of Economic<br>Development | North Country<br>NYC- Brooklyn, Bronx,<br>Queens<br>Long Island<br>ESD Subsidiaries – HCDC,<br>MSDC | Finger Lakes<br>Western New York<br>ESD Subsidiaries –<br>ECHDC, USA Niagara | Mid-Hudson<br>NYC- Manhattan,<br>Staten Island | Central NY<br>Southern Tier<br>ESD Subsidiary –<br>AYCDC | ESD Procurement<br>Contracts<br>ESD Subsidiaries – CCDC,<br>QWDC, LMDC, ESNMC |
|---|---|--|--|--|---|



# **GENERAL CONDITIONS**

**GC-1**

**City of Rome Draft Agreement &  
General Conditions**

# **PROPOSAL**

PROPOSAL

To the Board of Estimates and Contract,  
City of Rome, NY

Pursuant to and in compliance with your advertisement for bids dated September 3, 2024 and the information for bidders relating hereto, the undersigned hereby offers to furnish all labor, material, implements, tools, etc., necessary, or proper for, or incidental to:

**RFB-2024-027** as required by and in strict accordance with the Plans and Specifications, for the unit prices set opposite the several items which are attached.

In submitting this bid, the undersigned declares that he is, or they are, the only person, or persons, interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the City, or any person in the employment of the City is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits therein.

The undersigned also hereby declares that he, or they, have carefully examined the plans, specifications, forms of contract, that he has, or they have, personally inspected the actual location of the work together with the local sources of supply and that he has, or they have, satisfied himself, or themselves, as to all the quantities and conditions and understands that in signing this proposal he or they waive all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he is, or they are, to furnish and provide for the respective item price bid, all necessary material, except that furnished by the City of Rome, machinery, implements, tools, labor, services, etc., and to do and perform all the work necessary under the aforesaid conditions to complete the construction of the aforementioned work in accordance with the plans and specifications for said construction, which plans and specifications it is agreed are a part of this proposal and to accept in full compensation thereof the amount of the summation of the products of the actual quantities multiplied by the unit prices bid.

The undersigned further agrees to accept the aforesaid "unit bid" prices in compensation for any additions or deductions caused by variation in quantities due to more accurate measurements, or by any changes or alterations in the plans or specifications of the work.

# **DRAFT AGREEMENT**

**DRAFT AGREEMENT**

**CONTRACT FOR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 The plans/specifications for this **Contract** were prepared by HRP Associates.

3.2 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**.

**3.3** 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**.

**3.4** 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 **Owner** will provide 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 **substantial completion December 20, 2024**

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 sublessees, 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 therefore 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 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)

**(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)**

STATE OF \_\_\_\_\_ }  
 } ss.  
 COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_ before me  
 personally came and appeared \_\_\_\_\_,

to me personally known, who being by me duly sworn did depose and say that he resides  
 at \_\_\_\_\_; that he/she is the

\_\_\_\_\_ of \_\_\_\_\_, the corporation described  
 herein, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that  
 one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of  
 said Corporation, and that he/she signed his name thereto by like order.

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

**(ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP)**

STATE OF \_\_\_\_\_ }  
 } ss.  
 COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_ before me personally  
 came and appeared \_\_\_\_\_ to me personally

known, and known to me to be one of the members of the firm  
 \_\_\_\_\_, the partnership described herein,  
 and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the  
 same as and for the act and deed of said firm.

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



**(ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL)**

STATE OF \_\_\_\_\_ }  
  } ss:  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ before me

personally came and appeared \_\_\_\_\_, to me known to be the person described in, and who executed the foregoing instrument and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public

(seal)

I, the undersigned, \_\_\_\_\_ the duly authorized and acting legal representative of THE CITY OF ROME, NEW YORK, do hereby certify as follows:

I have examined the foregoing contract and surety bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

\_\_\_\_\_  
Corporation Counsel

Dated:  
  
\_\_\_\_\_

## **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 even 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.

## **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 canter 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 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 all employees has been secured as provided by this article.

# **INFORMATION TO BIDDERS**



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

#### **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.

### **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 December 20, 2024 Extensive Liquidated Damages Procedures are 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". The contract will be awarded based on the base bid and any combination of alternate bid items as deemed in the best interest of the City by the Commissioner of Public Works.

#### **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 non-discrimination 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 (a) 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.

#### 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.

#### 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

| Original Contract Amount Liquidated Damages |                         |                         |
|---|-------------------------|-------------------------|
| <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.

### **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 City / 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.

### **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 determine 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<br>on grade, piping and other structures | 95%  |
| b) Backfill of trenches Compaction  | 95% when pavement will be placed atop the<br>backfill; and 90% when grass will be placed atop the<br>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:**

### **IG1 - 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

### **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. Stormwater 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.

### **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.

\*\*\*\*\*

## **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, bitumens, 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.

#### **MAINTENANCE AND PROTECTION OF TRAFFIC**

The Contractor shall maintain traffic and protect the public from damage to persons and property within the limits of and for the duration of the Contract.

#### A. Traffic Signs

The Contractor shall place "Road Work Ahead" signs in such locations that all motorists traveling towards the area of construction, including intersecting streets will be notified of the work area at least 100 feet prior to entering the work zone. Signs shall be adequately supported and located so that they are easily readable by the public at all times.

Signs shall remain in advance of the work area at all times, including overnight, until all construction operations are complete. Where construction operations require other information to be displayed to the motorists, additional signs showing this information shall be furnished by the contractor and posted in a manner acceptable to the Engineer. All signs shall conform to NYSDOT standards for size, material and legend.

#### B. Barricades

The Contractor shall provide and maintain lighted and/or unlighted barricades to prevent traffic movement within a specific area that is unsuitable for use by vehicles in the opinion of the Engineer. Said barricades shall conform to the standards of the Department of Engineering. All barricades to remain overnight shall be lighted.

#### C. Flagmen

The Contractor shall provide flagmen at all times to maintain vehicular and pedestrian traffic while the work is in progress. All flagmen shall use flagging techniques recommended by the NY State Manual of Uniform Traffic Control Devices.

#### D. Street Closings

No street shall be closed for milling operations unless authorized by the Engineer.

#### E. Penalties

When the Contractor fails to comply with instructions of the Engineer regarding the maintenance and protection of traffic, he shall be liable to the City of Rome \$100.00 per calendar day per city block as liquidated damages. This liquidated damage clause shall be in addition to that stipulated for failure to complete the contract on time, as specified at Table 108-1 of Section 200-- INFORMATION TO BIDDERS, attached hereto.

### **FIELD CHANGE PAYMENT**

The Field Change Payment provides a contract contingency allowance for the timely payment of authorized extra work that was completed to fulfill the intent of the contract documents.

#### **BASIS OF PAYMENT-**

The work to be paid under the Field Change Payment item must receive prior authorization in conformance with changes, contingences, extra work and deductions. Disputed work, force account work or payments for time related provisions are not eligible for Field Change Payment.

Field Change Payment item payments will be determined from the quantities and the unit prices of eligible work that have been completed. Work for which Field Change Payment item payments are processed will be paid in accordance with the specifications governing the work. Prior to processing the final agreement, the Field Change Payment item payments will be reconciled through an Order-on Contract, such that the amount of Field Change Payment item is converted to the corresponding quantities of the pertinent contract pay items. When the amount of Field Change Payment item payments is transferred to the appropriate items, the remaining amount of Field Change Payment funds will be deleted.

### **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.

Refer to individual Specification Sections for required submittal items/materials.

**GC-2**

**New York State  
Prevailing Wage Rate Schedule**

# Prevailing Wage

[Home](#) > Prevailing Wage

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

PRC#: 2024010375

Acceptance Status: Accepted Article 8

Type of Contracting Agency: City

## Contracting Agency

## Send Reply To

City of Rome New York  
Joseph Guiliano  
Commissioner of Public Works  
198 Washington Street  
Suite 3C  
City of Rome NY 13440  
  
(315) 339-7627  
(315) 838- 1167 Fax  
jguiliano@romecitygov.com

## Project Information

**Project Title** Demolition of 208 W. Liberty S  
**Description of Work** Demolition of tornado damaged church at 208 W. Liberty Street  
**Contract Id No.** RFB 2024-027  
**Project Location(s)** City of Rome  
**Route No / Street Address** 198 Washington Street  
**Village / City** City of Rome  
**Town** City of Rome  
**State / Zip** NY 13440  
**Nature of Project** Demolition  
**Approximate Bid Date** 09/12/2024  
**Checked Occupation(s)** Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

## Applicable Counties

Oneida

Department of Labor

[Accessibility](#)

[Contact](#)

[Language Access](#)

[Privacy Policy](#)





# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of  
the Labor Laws  
of 2007:

**These wages are set by law and must be posted at the work site. They can also be found at:**

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

If you feel that you have not received proper wages or benefits,  
please call our nearest office.\*

|               |                |              |                |
|---------------|----------------|--------------|----------------|
| Albany        | (518) 457-2744 | Patchogue    | (631) 687-4882 |
| Binghamton    | (607) 721-8005 | Rochester    | (585) 258-4505 |
| Buffalo       | (716) 847-7159 | Syracuse     | (315) 428-4056 |
| Garden City   | (516) 228-3915 | Utica        | (315) 793-2314 |
| New York City | (212) 932-2419 | White Plains | (914) 997-9507 |
| Newburgh      | (845) 568-5156 |              |                |

\* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

## Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

### The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

\*\*A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

## WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

**GC-4**  
**Landfill Permit**

# TECHNICAL SPECIFICATIONS

208 West Liberty Street ROME,  
NEW YORK

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### *TECHNICAL SPECIFICATIONS*

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SECTION 00 33 00

EXISTING CONDITIONS

PART 1 GENERAL

1.1 DESCRIPTION

- A. The former school building located at 112 Columbus Avenue, Rome, NY (Site) has been condemned and identified by the City of Rome for demolition in preparation for re-development of the Site and revitalization of the neighborhood area.
- B. Location: The former school building is located at 112 Columbus Avenue in the City of Rome, Oneida County, New York and occupies Tax Parcel 12.17-2-96.
- C. Site Features: The Site is a 2.98-acre former elementary school. The site is currently vacant. One underground Petroleum Bulk Storage (PBS) tank has been removed from the Site and closed out. The building construction consists of asbestos containing materials (ACM).
- D. Land Use: The Site previously operated as an elementary school. The previous school building contains ACM and has been condemned and identified for demolition by the City of Rome. The Site is bound by Mohawk Street to the north, Spadafora Avenue to the east, and Frank Street to the west. The Site is bound by residential properties along Columbus Avenue to the south.

1.2 LIMITATIONS OF SUBSURFACE EXPLORATIONS

Not Applicable

1.3 LIMITATIONS OF EXISTING KNOWN UTILITIES

- A. Do not infer that utility locations shown on the Drawings are accurate, or that all existing utilities and structures are depicted. Identify the location of the utilities required to complete the work.

PART 2 PRODUCTS

Not Applicable

## PART 3 EXECUTION

### 3.1 SUPPLEMENTAL SUBSURFACE INVESTIGATION

Not Applicable

### 3.2 SUPPLEMENTAL UTILITY LOCATION AND RESPONSIBILITY

- A. Locate all existing utilities and underground structures in the vicinity of the Work Area on the Site.
- B. Identify and mark utilities in accordance with New York regulations. Contact DIG SAFELY NEW YORK at 811 or 1-800-962-7962 before starting on-site excavation.
- C. Repair all work-related damage to existing utilities, which are to remain in service, at no expense to the City of Rome.
- D. Contact the affected utility and property owners as soon as damage is discovered.
- E. The cost for performing the Work described in Subpart 3.2, excluding 3.2C, is considered incidental to the Work.

END OF SECTION

## SECTION 01 10 00

### SUMMARY

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes
  - 1. Contract description.
  - 2. Definitions.
  - 3. Contacts
  - 4. Access to site.
  - 5. Work Hours.
  - 6. Control of work.
  - 7. Legal notification.
  - 8. Special site consideration.
  - 9. Site security.
  - 10. Site safety.
  - 11. Winter Shutdown.
  - 12. Specification conventions.

##### 1.2 CONTRACT DESCRIPTION

- A. This Specification section provides a general description of the Work. The Contractor shall refer to the appropriate detailed Specifications section for project specifics.
- B. The City of Rome is accepting bids for demolition activities at 112 Columbus Avenue, Rome, NY.
- C. General Description of proposed Work:
  - 1. The proposed project consists of the demolition of a condemned building located at 112 Columbus Avenue, Rome, NY.
  - 2. The Site is bound by Mohawk Street to the north, Spadafora Avenue to the east, and Frank Street to the west. The Site is bound by residential properties along Columbus Avenue to the south.
  - 3. The structure contains asbestos containing materials (ACM).
  - 4. All utilities and structures shall be verified prior to commencement of demolition activities.
  - 5. The Site is to be cleared and grubbed as necessary to perform the Work.
  - 6. Temporary construction fence shall be installed in accordance with the Contract Drawings.
  - 7. Erosion and sediment controls shall be installed, maintained, inspected, and repaired (as needed) in accordance with the Contract Drawings.
  - 8. Stockpiling and staging areas shall be designated in accordance with the Contract Drawings.
  - 9. The structure and bituminous concrete is to be demolished in accordance with the Contract Drawings.

Rome, New York

10. Stockpiles should be staged with appropriate sediment control measures in accordance with the Contract Drawings.
  11. Steel shall be segregated from all other waste generated during demolition activities.
  12. All waste generated during demolition shall be properly disposed of off-Site in accordance with the Contract Documents. Waste shall be disposed of at a New York State Department of Environmental Conservation (NYSDEC) permitted facility, as specified by the Owner.
  13. Following demolition activities, backfill and seed shall be installed in accordance with the Contract Drawings and all temporary erosion and sediment control measures and temporary fence shall be installed after grass areas have been well established and the Site has been inspected and approved by the Owner and/or the Engineer in accordance with the Contract Drawings.
  14. The Work will include and protection of existing above ground and underground utilities.
- D. All Work items are to be conducted according to the Technical Specifications and the Contract Drawings.
- E. The Work shall be planned, scheduled, and performed in stages to complete the Work within the requirements of the Contract Document. Work shall be scheduled to be of as little inconvenience to the property owners as possible and shall be conducted in such a manner so as to have as little impact on existing land use as possible.

### 1.3 DEFINITIONS

- A. Definitions of contractual or associated parties, referenced herein on the Contract Drawings and in the Technical Specifications, are listed below:
1. CITY— City of Rome (Property Owner).
  2. ENGINEER — HRP Associates, Inc.
  3. CONTRACTOR—A person, company or organization who has contracted with the CITY and is directly responsible for performance of the Work referenced in the Technical Specifications, Contract Drawings or as included herein.
  4. SUBCONTRACTOR—A person, company or organization who has contracted with the CONTRACTOR for the purpose of supplying services, materials, assemblies or other items as required to perform the Work referenced in the Technical Specifications, Contract Drawings or as included herein.
  5. Others—A person, company or organization who has contracted with the CITY for the purpose of supplying services, materials, or other items of Work independent of those services, materials, or other items of Work supplied by the CONTRACTOR.

### 1.4 CONTACTS

A. Table 1 –Contact List

| Name                | Email | Address | Phone |
|---------------------|-------|---------|-------|
| <b>City of Rome</b> |       |         |       |
|                     |       |         |       |
|                     |       |         |       |
|                     |       |         |       |



|                                 |  |  |  |
|---------------------------------|--|--|--|
|                                 |  |  |  |
|                                 |  |  |  |
|                                 |  |  |  |
| <b>Adjacent Property Owners</b> |  |  |  |
|                                 |  |  |  |
|                                 |  |  |  |
|                                 |  |  |  |
|                                 |  |  |  |

1.5 ACCESS TO SITE

- A. The CONTRACTOR shall have access to the Site as shown on the Contract Drawings and in accordance with the Technical Specifications, and in general the Contract Documents.
- B. The Limits of Disturbance (LOD)s shall be as described in these Technical Specifications and depicted on Contract Drawings. All Work shall be confined to the LODs and completed to the lines, grades, and dimensions called for on the Contract Documents unless directed otherwise by the CITY. All Work performed beyond designated limits without prior approval shall be corrected to the CITY satisfaction, at no additional cost to the CITY.
- C. The Contractor shall observe applicable traffic laws and New York State Department of Transportation (NYSDOT) requirements.
- D. All project and personnel vehicles shall be parked in designated areas.

1.6 WORK HOURS

- A. Work shall be performed during periods in which adequate light levels are available to provide a safe working environment. Night work shall not be allowed for performance of the Work without written prior approval from CITY.

1.7 CONTROL OF WORK

- A. All work shall be performed within extents displayed on Contract Drawings. CONTRACTOR shall verify with the ENGINEER extents of Work prior to starting Work. CONTRACTOR shall notify CITY and ENGINEER of discrepancies. Confirm Contract Drawing dimensions and extents.

1.8 LEGAL NOTIFICATION

- A. The CONTRACTOR shall give all notices and comply with all laws, ordinances, codes, Rome, New York

permits, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the CONTRACTOR performs any Work contrary to such laws, ordinances, codes, permits, rules, and regulations, CONTRACTOR shall bear all costs arising therefrom. It is the responsibility of the CONTRACTOR to identify and secure any and all permits to be maintained during the course of the project as required to execute the Contract.

B. CITY will provide the following documents/permits:

1. Access Permits:
  - a. Right of Entry

C. CONTRACTOR shall obtain, comply with, and execute all permits as needed.

#### 1.9 SPECIAL SITE CONSIDERATION

A. The CONTRACTOR shall control storm water runoff in accordance with the New York State Standards and Specifications for Erosion and Sediment Control (current edition).

B. CONTRACTOR shall use ultra-low sulfur #2 diesel fuel in all diesel construction equipment used during the project.

#### 1.10 SITE SECURITY

A. Security will not be provided by ENGINEER or the CITY. The CONTRACTOR shall, at all times, take reasonable precautions in conducting all operations under this contract in a manner to avoid the risk of loss, theft or damage to the equipment and supplies. ENGINEER or the CITY will not be responsible for the loss, theft, or damage of the CONTRACTOR 's equipment.

B. The CONTRACTOR shall be responsible for providing barricades, signs, flags, caution tape, and other means, as necessary, to prevent unauthorized access to the site and protect the Work, materials and equipment stored onsite.

#### 1.11 SITE SAFETY

A. The CONTRACTOR shall comply with Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue N.W., Washington, DC 20013, or at the following web address: [www.osha.gov](http://www.osha.gov). The CONTRACTOR shall also comply with the provisions of the Federal Occupational Safety and Health Act, as amended.

B. The CONTRACTOR shall provide at least one non-freezing-type fire extinguisher in each Work vehicle on the premises.

C. The CONTRACTOR shall provide and maintain a basic first aid kit.

1. Provide first aid supply commensurate with size of project with items necessary for first aid treatment of all injuries.
2. Advise workers of the location of first aid supplies.
3. Post telephone numbers of nearest hospital or ambulance service and fire station in conspicuous location. Advise all workers of location of telephone numbers.

- D. The CONTRACTOR shall provide protection for pedestrians and vehicles when construction is within public rights-of-way. Trenches or excavation left open overnight shall be clearly delineated and barriers should be placed to prevent access.
- E. The CONTRACTOR will be required to provide safety measures for during and outside of construction work hours in accordance with permitting requirements.

#### 1.12 WINTER SHUTDOWN

- A. The CONTRACTOR may not suspend work due to winter weather conditions until the following requirements have been met:
  - 1. All open trenches and excavations have been backfilled to the ground surface. Barriers around open excavations and trenches will not be acceptable.
  - 2. There are no unsecured or unfinished stretches of pipes between sewer manholes. Do not start Work unless it is certain that construction and mitigation can be managed.
  - 3. Make preparations for winter conditions before the weather and physical condition of the right-of-way have degraded to the point where effective implementation of the stabilization measures is precluded.
  - 4. If hydrostatic testing might occur during unfavorable conditions, plan for using locations where access and operations will not require elaborate drainage and erosion control installation under adverse conditions.
  - 5. All roads that are not permanently restored shall be suitably repaired for the road's intended use during the shutdown period.
  - 6. Remove all materials and equipment from public right of way.
  - 7. All exposed soils shall be at least rough graded, and drainage patterns shall be restored. Apply erosion and sediment controls (i.e., silt fence) and temporary seeding of critical areas as Specified in Section 32 92 19 – Seeding.
  - 8. Inspect temporary erosion and sediment controls and ensure they are in good working order.

#### 1.13 SPECIFICATION CONVENTIONS

- A. Some of these specifications are written in imperative mood and streamlined form. This imperative language is directed to the CONTRACTOR, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 013300  
SUBMITTAL REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 REQUIREMENTS INCLUDED

- A. Products data, waste tickets, supervisor logs, air monitoring logs, and any other applicable documents generated as part of Work.

1.3 SHOP DRAWINGS AND PRODUCTS DATA

A. General:

1. Review and submit to the Engineer project data required by the Specifications Sections.
2. The Contractor shall prepare and submit for the City and Engineer, Product Data required to be submitted for the Work. The Product Data submittal shall correspond with the demolition schedule so that the submissions relate to the time when the products and/or systems will be required on the site. The City and Engineer will not approve a schedule that calls for out-of-sequence submittals.

B. Shop Drawings:

1. Original drawings, if applicable, shall be prepared by General Contractor, Subcontractor, which illustrate some portion of the Work, showing fabrication, layout, setting, or erection of details.
  - a. Shop drawings shall be prepared by a qualified detailer.
  - b. Details shall be identified by reference to sheet and detail numbers indicated on Contract Drawings.
  - c. Maximum sheet size shall be 24-inch by 36-inch.
  - d. Submit with the required number of opaque prints specified herein.

C. Product Data:

1. Manufacturers' catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data. Provide manufacturer's catalogue sheet, specification for each product and other pertinent data as required under the individual specification.
  - a. Modify product data submittals to delete information that is not applicable to the project.
  - b. Supplement standard information to provide additional data that is applicable to the project.
  - c. Clearly mark each copy to identify pertinent materials, products, or models.
  - d. Show dimensions and clearances required.
  - e. Show performance characteristics and capacities.

2. All such data shall be specific and identification of material or equipment submitted shall be clearly made in ink. Data of general nature will not be accepted.
  3. Product Data shall be accompanied by transmittal notice. The Contractor's stamp of approval shall appear on the printed information itself.
- D. Samples: Samples will not be required for this Project.
- E. Mock-ups: Mock-ups will not be required for this Project.
- F. Other: waste tickets, supervisor logs, air monitoring logs, and any other applicable documents generated as part of Work shall be submitted to the City and Engineer in accordance with this specification and the Contract Documents.
- 1.4 GENERAL CONTRACTOR'S RESPONSIBILITIES:
- A. Review shop drawings and product data prior to submission. Verify:
1. Field demolition criteria.
  2. Conformance with Specifications.
  3. Integration with adjoining work.
- B. All shop drawings prepared by subcontractors shall be processed through the General Contractor. The General Contractor shall check all the shop drawings for conformity with the Contract Documents prior to submitting same to the Engineer for approval. Certification shall appear on each shop drawing stating that the General Contractor has made his/her check. Format and content of the Contractor's certification stamp shall be subject to approval by the Engineer and shall include, but not be limited to:
1. The Term "By Others" shall not be used on shop drawings, the General Contractor shall state by whom related items are to be furnished and/or installed.
  2. The Engineer reserves the right to reject and return to the General Contractor, without examination, any shop drawings which have not been previously checked and certified as outlined above, which carry the term "by other" or such vague reference, which are difficult to read, which have arrived by e-mail or which in any way are obviously not in conformity with Contract Requirements.
  3. Such approval by the City and Engineer will not relieve the General Contractor from responsibility for errors of any sort in the shop drawings, nor for the proper coordination of any submittal with all other work. If the shop drawings deviate, or are intended to deviate, from the Contract Documents, the General Contractor shall so advise the Engineer in writing at the time the shop drawings are submitted, stating the difference in value between the Contract requirements and that denoted by said shop drawings.
  4. The General Contractor shall assume full liability for delay attributed to insufficient time for delivery and/or installation of material or performance of the work when approval of pertinent shop drawing is withheld due to the failure of the General Contractor to submit, revise, or resubmit shop drawings in adequate time to allow the Engineer a reasonable time, not to exceed ten (10) calendar days, for normal checking and processing of each submission or resubmission.
  5. Delay caused by not providing adequate design review time of submittals will be at the Contractor's expense.
- C. Coordinate each submittal with the requirements of the Contract Documents.

- D. The General Contractor's responsibility for errors and omissions in submittals is not relieved by the Engineer's review and approval of submittals, unless the Engineer gives tentative written acceptance of specific deviations identified as such.
- E. Notify the Engineer in writing at the time of submission, of deviations in submittals from requirements of Contract Documents or previous submissions.
- F. Work that requires submittals shall not commence unless submitted with Engineer's stamp and initials or signature indicating review and approval.
  - 1. No work shall be started on the job until pertinent shop drawings have been approved by the Engineer.
- G. Maintain one (1) copy of each approved submittal at the project site.

#### 1.5 SUBMISSION REQUIREMENTS:

- A. General: All submittals shall be made to the City and Engineer. The quantity and make-up of submittals shall be as established by the Engineer. The Engineer will log and distribute submittals for review.
- B. Make submittals promptly in accordance with approved schedules, and in such sequence as to cause no delay in the work.
- C. Submittals shall include:
  - 1. Date and revision dates.
  - 2. Project title and number.
  - 3. The names of:
    - a. City and Engineer;
    - b. General Contractor;
    - c. Subcontractor;
  - 4. Location of work and relation to adjacent structure or materials.
  - 5. Field dimensions clearly identified as such.
  - 6. Specification Section number and specific paragraph under which item is specified.
  - 7. Submission number.
  - 8. Applicable standards, such as ASTM number.
  - 9. A blank space, five-inch by four-inch, for the Engineer's stamp.
  - 10. Contractor's remarks. Identify exceptions or deviations from Contract Documents and reasons for them.
    - a. If shop drawings submitted by the General Contractor indicate a departure from the Contract and the Engineer deems it to be minor adjustment in the interest of the City (subject to concurrence by the Contractor stating it does not involve a change in Contract Price or extension of time), the Engineer may approve the submission, but the approval shall be subject to the Engineer's review and acceptance.
    - b. The approval of the Engineer shall be inferred to contain in substance the following: The change is so ordered with the understanding that it does not involve any change in the Contract Price or Time, and that it is subject generally to all contract stipulations and covenants, and is without prejudice to any and all rights of the City under the Contract.
  - 12. General Contractor's stamp, initialed or signed certifying review and approval of submittal.
  - 13. Any other items as called for by the Engineer or required by the manufacturers.
  - 14. The Engineer reserves the right to ask for shop drawings for any or all items on the project, whether or not requested in individual specification sections, at no additional cost to the

Owner.

1.6 RESUBMISSION REQUIREMENTS:

- A. Resubmission: Resubmission procedure shall follow the same procedures as the initial.
- B. Shop Drawings:
  - 1. Transmittal shall contain the same information as the first transmittal except that the submission number shall change sequentially. The drawing number/description shall be identical as the first transmittal but the date shall be the revised date for that submission.
  - 2. No new material should be included on the same transmittal for the resubmission.
  - 3. Indicate on drawings any changes which may have been made other than those requested by the Engineer.

1.7 THE ENGINEER'S REVIEW AND DISTRIBUTION OF SUBMISSIONS

- A. The Engineer will evaluate and review submittals within the aforesaid review period timeframe (10 calendar days). After the Engineer's review, distribution shall be as stated herein.
  - 1. If the submittal is 'reviewed -', or 'reviewed, furnish as corrected', the Engineer shall compose a transmittal indicating the status. The Engineer shall stamp the submittals in concurrence with the status agreed to, and transmit back to the Contractor, with one (1) copy sent directly to the Owner. The Contractor shall then distribute said submittals to appropriate subcontractors. The Engineer shall retain one (1) copy for her/his records.
  - 2. If the submittal is 'reviewed - revise and resubmit' or 'rejected', the Engineer shall compose a transmittal indicating the status. The Engineer shall stamp the submittals in concurrence with the status agreed to and transmit back to the Contractor for resubmission. A copy of the transmittal, indicating that a submittal was disapproved and returned to the Contractor, will be forwarded from the Engineer to the Owner for their records.
  - 3. The review period for the Engineer will not exceed ten (10) calendar days from the established date of each submission indicated on the Schedule of Shop Drawings and Product Data, plus the additional time, if any, for distribution by the Contractor and receipt of submissions by the Engineer. The Contractor is required to anticipate review time, including time for possible rejection and resubmission, in establishing Schedule dates.
    - a. The aforementioned time provided to the Engineer for checking shop drawings is from the date of receipt of shop drawings by the Engineer to the mailing date of shop drawings returned to the General Contractor by the Engineer.
  - 4. The Engineer will process the submission and indicate the appropriate action on the submission and the transmittal. Incomplete or erroneous transmittals will be returned without action.
  - 5. The Engineer will prepare the transmittal in the following sequence:
    - a. Date received from Contractor.
    - b. Date returned to Contractor.
    - c. Action taken on submission.
    - d. Distribution, including number of copies distributed and type of material distributed.
    - e. Engineer's remarks (note major deviations from the Contract Documents).
- B. Engineer's Review Procedure:

1. Stamped REVIEWED:
  - a. No corrections or resubmissions required, fabrication may proceed.
2. Stamped REVIEWED:
  - a. If Contractor complies with noted corrections, fabrication may proceed. Submit corrected print for final review.
  - b. If, for any reason, the Contractor cannot comply with the noted corrections, fabrication shall not proceed and Contractor shall resubmit, following procedures outlined in this Section.
3. Stamped REVIEWED, "REVISE AND RESUBMIT" OR "SUBMIT SPECIFIED ITEM", "REJECTED":
  - a. Contractor shall revise and resubmit for review. Fabrication shall not proceed.

C. Manufacturer's Instruction

1. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing, in quantities specified for product data, with one (1) additional copy submitted to the Engineer.

1.8 SCHEDULE OF VALUES

- A. Prior to the first request for payment, the General Contractor shall submit to the City and Engineer, a Schedule of Values of the various portions of the Work in sufficient detail to reflect various major components of each trade, including quantities when requested, aggregating the total contract sum, and divided so as to facilitate payments for work under each Section. The schedule shall be prepared in such form as requested by the Engineer, and it shall include data to substantiate its accuracy. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, including breakdown and values, requires the approval of the Engineer and shall be used only as a basis for the Contractor's request for payment.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION



## SECTION 015000

### TEMPORARY FACILITIES AND CONTROLS

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the GENERAL CONDITIONS which are hereby made a part of this Section of the Specifications.
- B. Temporary Facilities and Controls will not be measured for payment; these costs shall be included in the overall cost to perform the demolition work under general conditions.

#### 1.2 TEMPORARY WATER

- A. All water for demolition activities and dust control shall be furnished and paid for by the General Contractor.
- B. Temporary hoses and temporary pipelines used for transporting water shall not be run unattended or unprotected across parking areas, vehicle entrances, walkways, plazas, or steps.
- C. The General Contractor shall provide an adequate supply of drinking water from approved sources of acceptable quality, satisfactorily cooled, for her/his employees and those of her/his Subcontractors.
- D. Use of the water may be discontinued if, in the opinion of the Engineer, it is wastefully used.

#### 1.3 WEATHER PROTECTION

- A. It is the intent of these Specifications to require that the General Contractor shall provide temporary enclosures and heat to permit demolition work to be carried on during the months of November through March as needed. Under no circumstances shall the Contractor suspend any work during the months of November through March because of their reluctance to provide and pay for temporary weather protection. These Specifications are not to be construed as requiring enclosures or heat for operations that are not economically feasible to protect in the judgment of the Engineer. Included in the preceding category, without limitation, are such items as site work, excavation, steel erection, erection of certain "exterior" wall panels, roofing, and similar operations.
- B. "WEATHER PROTECTION" shall mean the temporary protection of that work adversely affected by moisture, wind, and cold, by covering, enclosing and/or heating. This protection shall provide adequate working areas during the months of November through March as determined by the Engineer and consistent with the approved demolition schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of demolition operations. The General Contractor shall furnish and install all "weather protection" material and be responsible for all costs, including heating required to maintain a minimum temperature of 50 degrees F. at the working surface. This provision does not supersede any specific requirements for methods of construction/demolition, curing of materials or the

applicable general conditions set forth in the Contract Articles with added regard to performance obligations of the Contractor.

- D. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices. Heating devices which may cause damage to finish surfaces shall not be used.

#### 1.4 TEMPORARY POWER

- A. The Contractor shall be responsible to provide temporary power as needed to perform the work. Payment for the temporary power installation, consumption of energy and dismantling of the temporary power, including all permits and fees (excluding tipping fees), shall be the responsibility of the General Contractor.
- B. The General Contractor shall pay for the cost of electric energy consumed by herself/himself and by all of her/his subcontractors. Any temporary wiring of a special nature shall be paid for by the Subcontractor requiring it, such as:
  - 1. Special circuits required by electric welders, elevators, lifts or other special equipment requiring high-amperage and/or special voltage service, etc.
  - 2. Exterior lighting circuits for protection against vandalism, public warning lights, lights for advertising, and similar items.
- C. The General Contractor and all Subcontractors, individually, shall furnish all extension cords, sockets, motors, and accessories required for their work. They shall also pay for all temporary wiring of offices and buildings used by them. The General Contractor shall pay for her/his own offices.
- D. All temporary wiring installed by the Electrical Subcontractor shall be removed after it has served its purpose. Use copper wire only.
- E. All relocations of temporary service to meet demolition and/or phasing requirements shall be performed at no additional cost to the Owner.

#### 1.5 HOISTING EQUIPMENT AND MACHINERY

- A. All hoisting equipment and machinery required for the proper and expeditious prosecution and progress of the work shall be furnished, installed, operated and maintained in safe condition by the General Contractor for the use of all Subcontractors' material and/or equipment delivered to the designated hoisting area except that which is specifically required to be provided by the Subcontractors themselves and is so stated in each appropriately related Section of the Specifications. All costs for hoisting operating services shall be borne by the General Contractor unless specifically stated otherwise in the Contract Documents.
  - 1. A licensed equipment manufacturer's representative shall be present at all times, to witness the erection and dismantling of all hoisting equipment and machinery, whenever such equipment is being erected or dismantled. No such work will be performed without the presence of such representative.
  - 2. Hoisting equipment and machinery erection and dismantling shall be performed only by trained, certified and experienced riggers qualified to perform such work.

3. Copies of such licenses and/or certifications, clearly indicating qualifications, shall be provided to the Owner prior to commencement of such erecting and dismantling work.

B. Review Drawings for openness of traffic access routes to installed destinations of specified equipment and furnishings.

#### 1.6 STAGING

A. All staging, exterior and interior, required to be over eight feet in height, shall be furnished and erected by the General Contractor and maintained in safe condition by her/him without charge to and for the use of all trades as needed by them for proper execution of their work, except where specified to the contrary in any Section of the Specifications.

1. Erection and dismantling of staging shall be performed only by trained, certified, and experienced staging personnel qualified to perform such work.

2. Copies of such certifications, clearly indicating qualifications, shall be provided to the Owner prior to commencement of such erecting and dismantling work.

#### 1.7 MAINTENANCE OF ACCESS

A. The General Contractor shall provide and maintain for the duration of his contract, a means of access to, around and within the site, for vehicular traffic and authorized personnel. This means of access shall be construed to sustain the weight of equipment customarily engaged for use in demolition projects of this type and magnitude. The General Contractor shall, without additional compensation from the City, furnish labor and materials as may be required from time to time to maintain this means of access in an acceptable condition as determined by the Engineer. Pedestrian access shall provide adequate protection against falling debris, slippage, adequate lighting, warning and directional signs, and protection against demolition activities.

#### 1.8 DUST CONTROL

A. The General Contractor shall provide adequate means for the purpose of preventing any fugitive dust caused by demolition operations from leaving the site, creating a hazard, nuisance, and from entering adjacent occupied areas throughout the period of the demolition contract. The Contractor shall provide to the City a written Dust Control Plan describing what measure/controls that will be implemented for the work as described in Section 015726 Dust Control and Air Monitoring.

B. This provision does not supersede any specific requirements for methods of demolition or applicable general conditions set forth in the Contract Articles with added regard to performance obligations of the General Contractor.

#### 1.9 NOISE CONTROL

A. Comply with requirements of authorities having jurisdiction. Develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum.

B. Execute demolition work by methods and by use of equipment which will reduce excess noise.

1. Equip air compressors with silencers, and power equipment with mufflers.

2. Manage vehicular traffic and scheduling to reduce noise.
3. No heavy equipment may be started or idled before 7 am.

#### 1.10 INDOOR AIR QUALITY MANAGEMENT

- A. Minimize exposure of building occupants, indoor surfaces, and ventilation air distribution systems to environmental tobacco smoke. At a minimum, take the following measures:
  1. Prohibit smoking in the building or on the site except for designated areas only.
  2. Locate exterior designated smoking areas at least 25 feet away from entries, outdoor air intakes, and operable windows.
- B. Take special care to prevent accumulation of moisture on materials and debris to prevent development of mold and mildew within the work area.
- C. Immediately remove from site and properly dispose of materials showing signs of mold and mildew, including materials with moisture stains.

#### 1.11 ENCLOSURES

- A. Provide temporary, insulated, weather tight closures of openings in exterior surfaces for providing acceptable working conditions, allowing for heating during interior demolition, and preventing entry of unauthorized persons, as applicable. Provide doors with self-closing hardware and locks, as applicable.

#### 1.12 CLEANING DURING DEMOLITION

- A. Unless otherwise specified under the various trade Sections of the Specifications, the General Contractor shall perform clean-up operations during demolition as herein specified.
- B. Control accumulation of waste materials and rubbish; periodically dispose of off-site in a legal manner. The General Contractor shall bear all costs, including fees resulting from such disposal, excluding tipping fees.
- C. Maintain project in accordance with all local, State, and Federal Regulatory Requirements.
- D. Store volatile wastes in covered metal containers, and remove from premises.
- E. Prevent accumulation of wastes which create hazardous conditions.
- F. Provide adequate ventilation during use of volatile or noxious substances.
- G. Conduct cleaning and disposal operations to comply with all federal, state and local ordinances and anti-pollution laws.
  1. Do not burn or bury rubbish and waste materials on site.
  2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  3. Do not dispose of wastes into streams or waterways.

- 4. Identify potential sources of cleaning water runoff and propose abatement procedures.
  - H. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
  - I. Use only those cleaning materials and methods recommended by manufacturer of surface materials to be cleaned.
  - J. Execute cleaning to ensure that the buildings, the sites, and adjacent properties are maintained free from accumulations of waste materials and rubbish and windblown debris, resulting from demolition operations.
  - K. Provide on-site containers for collection of waste materials, debris and rubbish.
  - L. Remove non-contaminated waste materials, debris and rubbish from the site periodically and dispose of at legal disposal dump site.
  - M. Handle material in a controlled manner with as few handlings as possible. Do not drop or throw materials from heights.
  - N. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not damage surrounding surfaces.
- 1.13 FIELD OFFICES
- A. The General Contractor is not required to provide or maintain temporary field offices.
  - B. The General Contractor may provide a suitable field office on site for its own use. The location shall be at the discretion of the City.
- 1.14 SANITARY FACILITIES
- A. The General Contractor shall provide suitable toilet facilities for its staff, the Owner and the Engineer, and additional facilities for the workmen on the job, including personnel of Sub-contractors.
  - C. Provide chemical toilets where work is in progress and in quantity required by OSHA Code.
  - D. Chemical toilets and their maintenance shall meet requirements of state and local health regulations and ordinances and shall be subject to the approval of the Engineer.
- 1.15 WORK ZONE BARRIERS
- A. Proper work zone barriers shall be provided around the contract work areas and as directed by the City and Engineer.
  - B. Demolition site barriers, at a minimum, shall consist of temporary chain link fencing, fence screening, gates, and temporary traffic control devices and signs as shown in the project Drawings. In addition, ribbons, tapes, wood barriers, warning signs, and other traffic materials to keep traffic and people from area of demolition and maintain ongoing operations. Trenches

should be covered at the end of each day and appropriate barriers shall be installed to limit public access to any trenches or excavations associated with the Project.

- C. Barriers shall be erected at such approved locations as are necessary, sufficiently cross-braced and supported adequately from floors and ceilings as required.

#### 1.16 PARKING

- A. Limited parking facilities located at the site may be available for use by the General Contractor, subcontractors and their employees. Such parking areas shall be designated by the City and Engineer. The City and Engineer shall not be responsible for cars, trucks, equipment, etc. or their contents and the General Contractor and his Subcontractors and material suppliers will use the designated area with this understanding.

#### 1.17 DEBRIS CONTROL AND REMOVAL

- A. Debris shall not be permitted to accumulate or migrate and the work shall at all times be kept satisfactorily clean. Facility trash receptors shall not be used for the disposal of debris. Dumpsters shall be provided by the General Contractor for removal of debris for all trades and activities including those performed by subcontractors.
- C. Remove debris from the work site and dispose of same at a New York State Department of Environmental Conservation (NYSDEC) permitted facility, as specified by the City of Rome. Obtain all approvals and permits necessary from the owner or officials in charge of the waste facility, as applicable. During the disposal process, copies of daily receipts from dump site shall be submitted on a regular basis.
- D. The City of Rome has specified the Oneida Herkimer Solid Waste Authority as the designated disposal facility. Asbestos contaminated material will be disposed of at the OHSWA facility, 7044 Street, Route 294, Ava, New York. Note that the contractor is responsible for coordinating disposal at the landfill, and is aware of a 500 ton per day limit.

#### 1.18 SAFETY PROTECTION

- A. At no time shall the work be left unattended without proper safety protection and shall not be left unprotected to the weather and accessible to the public. It is the responsibility of the General Contractor to maintain proper safety protection for the public while work is in progress or unattended.

#### 1.19 VEHICLE AND EQUIPMENT PROTECTION

- A. All demolition activities shall be performed in such a manner so as not to dust, stain or damage any building elements, equipment, vehicles, etc. within general vicinity of the demolition work area. Any damage to these items shall be cleaned and repaired at the expense of the General Contractor.
  - 1. All vehicles and equipment on site shall be effectively disabled and secured when not in use.

1.20 SHORING AND BRACING

- A. Provide all temporary shoring and bracing as required for the proposed work. Comply with all applicable codes and standards. In particular, the Contractor is responsible for designing, providing, installing, and maintaining adequate shoring and bracing for the basement walls. The design should be approved by a structural engineer licensed in the State of Missouri. Plans which encompass all temporary shoring and bracing work shall be signed and sealed by the engineer and are to be filed with the Engineer prior to commencing the shoring work.

1.21 TEMPORARY FENCE

- A. A temporary fence currently surrounding the demolition site shall be maintained along the entire perimeter of the contract limit lines as indicated on the Drawings, and shall be kept in good repair at all times. Additional fencing, as indicated on the contract plans shall be provided and maintained by the Contractor. These fences shall be arranged to maintain ongoing operation's access and egress.
- B. Temporary fences shall be six feet high and constructed of chain link, or approved equal. Fencing shall be erected in a substantial manner, straight, plumb and true as approved by the Engineer.
- C. Gates shall be built into fence at such approved locations as shown on the Drawings and as necessary, well cross-braced and hung on heavy strap hinges with proper post and hook for double gates. Provide heavy hasps and padlocks for each gate. Provide a set of three keys for each lock to the Owner and the Engineer to facilitate emergency access.

1.22 SNOW AND ICE REMOVAL

- A. Contractor shall be responsible for snow and ice removal from the site. The parking area in the vicinity of the construction trailers and barricaded off from the construction site will be maintained by others.

END OF SECTION

## SECTION 015726

### DUST CONTROL & AIR MONITORING

#### 1. GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Dust Control
2. Air Monitoring

###### B. Related Sections:

1. Section 02 41 19 – Demolition
2. Section 31 00 00 - Earthwork
3. Section 31 10 00 – Site Clearing
4. Section 31 25 00 - Erosion and Sedimentation Controls

##### 1.2 REFERENCES

- A. NYDEC DER-10 Technical Guidance for Site Investigation and Remediation

##### 1.3 DEFINITIONS

- A. "Dust" shall mean airborne particulate matter that is associated with or results from the Contractor's activities: Of particular concern is dust associated with the Contractor's excavation activities: truck traffic onto and off of the Site; loading and decontamination of transportation vehicles; demolition activities, on-site crushing operations, and wind traversing exposed stockpiled soil and debris.
- B. "Visible dust" shall mean dust that can be detected visibly, without instrumentation.
- C. "Measurable dust" shall mean dust that can be directly measured through real-time monitoring devices.
- D. "Dust Action Level" shall mean the real-time measurement of Measurable Dust at concentrations at or greater than 150  $\mu\text{g}/\text{m}^3$ .

##### 1.4 SCOPE

- A. Contractor shall implement dust and vapor control techniques at all times during work to prevent the formation and migration of dust and vapors during demolition, crushing, excavation, and removal of debris and soil at the Site. At a minimum, the following dust and vapor specific techniques in areas of known or anticipated vapors will include:
  5. Thorough wetting of areas to be excavated for at least an hour before starting soil excavation, demolition, and loading activities.
  6. Providing and operating a sprinkler or mist system adjacent to demolition, excavation, crushing and soil loading activities and adjacent to each piece of operating equipment expected to generate dust.



7. Designating personnel with personnel with watering hoses or other watering equipment to supplement sprinkler misting control techniques.
8. Limiting rates of demolition, excavation, crushing operations to meet the standards of this Section.

#### 1.5 SYSTEM DESCRIPTION

- A. Furnish, install, test, operate, monitor, and maintain dust control system.
- B. The Contractor shall develop an air monitoring program (AMP). The purpose of the AMP is to determine that the proper level of personnel protective equipment is used, to document that the level of worker protection is adequate.
- C. The Contractor shall supply all personnel, equipment, facilities, and supplies to develop and implement the air monitoring program described in this section. Equipment shall include at a minimum: an organic vapor analyzer, photoionizer, and real-time aerosol monitors, depending on work activities and environmental conditions.
- D. The Contractor's AMP shall include both real-time and documentation air monitoring (personal and area sampling as needed). The purpose of real-time monitoring will be to determine if an upgrade (or downgrade) of PPE is required while performing on-site work and to implement engineering controls, protocols, or emergency procedures if Contractor-established action levels are encountered.
- C. The Contractor shall also use documentation monitoring to ensure that adequate PPE is being used and to determine if engineering controls are mitigating the migration of contamination to off-site receptors. Documentation monitoring shall include the collection and analysis of samples for total nuisance dust.
- D. During the progress of active remedial work, the Contractor will monitor the quality of the air in and around each active hazardous operation with real-time instrumentation prior to personnel entering these areas. Sampling at the hazardous work site will be conducted on a continuous basis. Any departures from general background will be reported to the Safety Officer prior to entering the area. The Safety Officer will determine when and if operations should be shut down.
- E. Air monitoring equipment will be operated by personnel trained in the use of the specific equipment provided and will be under the control of the Safety Officer. A log of the location, time, type and value of each reading and/or sampling will be maintained. Copies of log sheets will be provided on a daily basis to the Engineer's on-site representative.
- F. All readings will be recorded and be available for City and/or Engineer personnel to review.

#### 1.6 PERFORMANCE REQUIREMENTS

- A. The Contractor shall develop and implement a dust and vapor control plan. The Contractor shall execute work by methods to minimize the generation of dust from all construction activities. Fugitive dust control strategies shall prevent dust from exiting the work zone, prevent visible

emissions from exceeding air quality regulations, and prevent public nuisance and exposure to site contaminants.

- B. The Contractor will be issued a temporary Stop Work Order, with no cause for delay or damages, and will re-assess Site activities and dust control measures, if:
  - 1. Visible dust is observed beyond the limits of the site.
  - 2. If airborne action levels are exceeded at any time during soil remedial activities, as indicated by laboratory chemical specific analysis of perimeter samples until it is demonstrated that airborne action levels are achieved by the Contractor's upgraded control measures.
  - 3. At the discretion of the City or Engineer.
- C. The Contractor may make no claims for delays, no extension of contract time will be available, and no additional compensation will be paid due to the Contractor's failure to meet dust control requirements.
- D. The Contractor shall be responsible for the clean-up, remediation, and sampling of any off-site deposition of dust. The Contractor shall also be responsible for the cleaning of adjacent buildings, structures, windows and automobiles due to actions by the Contractor and his work. This cost shall be included in the general cost to perform the work.

#### 1.7 PERMIT REQUIREMENTS

- A. The Contractor shall obtain all permits necessary to perform the work.

#### 1.8 SUBMITTALS

- A. Section 01 33 00 - Submittal Requirements: Requirements for submittals.
- B. Product Data: Submit data for equipment/methods being Implemented:
- C. Field Reports: Test and monitoring reports

#### 1.9 QUALITY ASSURANCE

- A. Comply with water disposal requirements of authorities having jurisdiction.

#### 1.10 SEQUENCING

- A. Follow any sequencing requirements set forth in the General Conditions.
- B. Sequence work to obtain required permits before start of the work
- C. Sequence work to install dust control measures a minimum 7 days before testing and operating dust control systems.

#### 1.11 COORDINATION

- A. Adhere to any coordination requirements set forth in the General Conditions.

## 2. EXECUTION

- A. To control the formation of dust during demolition and remediation activities, the Contractor shall:
  - 1. Keep vehicle speeds on the Site below 15 miles per hour.
  - 2. Mist or spray with water at least twice daily to prevent formation of dust while clearing the site, demolition activities, crushing activities, excavating, transferring and loading materials on-site, or loading or decontaminating transportation vehicles.
  - 3. Control excavation activities to minimize the generation of dust.
  - 4. Keep the drop heights to a minimum while loading transportation vehicles.
  - 4. Cover all trucks and transport vehicles hauling soil, concrete, and other loose materials or require all trucks and transport vehicles to maintain at least 2 feet of freeboard.
  - 5. Conform to Stockpile Management requirements set forth in the Contract Documents.
  - 6. Sweep daily, or more frequently as needed or as directed by the Engineer, with a street sweeper if visible soil material is carried onto public streets.
  - 7. In the event wind speeds exceeds 20 mph for more than 15 minutes causes visible dust, Contractor shall halt soil-moving activities until wind speeds decrease and no visible emissions are observed.

### 2.1 EXAMINATION

- A. Verify existing conditions before starting work, as applicable. Refer to General Conditions.

### 2.2 REAL TIME MONITORING

- A. Real-time air monitoring shall be conducted by the Contractor, as follows, using the following equipment:
  - 1. Organic vapor photoionizers or photoionization detectors (PIDs) shall be utilized. The Contractor shall provide one PID for each and every hazardous work zone operation. Total particulates shall be measured using a real-time aerosol monitor. The instrument shall be calibrated daily according to the procedure in the user's manual. The meter shall be capable of measuring dust concentrations down to 0.01 mg/m<sup>3</sup>.
  - 2. Real-time monitoring will be conducted at any excavation of contaminated soil or sediments and during demolition work.
  - 3. Real-time monitoring will also be conducted at perimeter locations including an upwind (background) and a downwind location from Work Zones. A background reading will be established daily at the beginning of the work shift. If the wind direction changes during the course of the day, a new background reading will be made. Downwind readings at the perimeter will be made when Contractor action levels have been exceeded at the excavation face or at a minimum of twice a day.
  - 4. If Contractor-established action levels are exceeded at the perimeter location for fugitive dust, work must be suspended and engineering controls must be implemented to bring concentrations back down to acceptable levels.

### 2.3 DOCUMENTATION MONITORING

- A. Documentation monitoring may be conducted by the Engineer at the perimeter of the (upwind and downwind) for total dust and volatiles. Documentation monitoring will be conducted during demolition, staging or removal activities.
- B. Documentation samples may be collected at established perimeter locations. The locations will be chosen according to site activities and expected wind direction. The perimeter locations will be established and marked with high visibility paint or flagging at approximately equidistant points around the site. Samples will be collected at a height of 6 feet above ground surface.
- C. Documentation samples may be collected at regularly scheduled intervals or at the initiation of a new phase of on-site work. Samples will be collected during the normal work hours when activities are occurring on site.

### 3. FIELD QUALITY CONTROL

- A. Refer to General Conditions.

END OF SECTION

SECTION 01 74 24  
SITE RESTORATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
  - 1. Site Restoration Requirements for Disturbed Areas
  - 2. Site Restoration of Paved Areas

1.2 SUBMITTALS

- A. Submittal Section 01 33 00 – Submittal Requirements.
- B. CONTRACTOR shall submit photographs and existing site conditions survey to document the pre-construction conditions of the site to the satisfaction of the CITY and ENGINEER. Upon request, CONTRACTOR shall submit additional documentation.
  - 1. CONTRACTOR shall be responsible for completing site restoration requirements.
- C. CONTRACTOR shall submit and obtain ENGINEER'S approval for all materials prior to start of restoration.
- D. Substantial completion notification and inspection request.
- E. Final completion certificate and inspection request.

1.3 PRODUCTS - Not Used

PART 2 EXECUTION

2.1 RESTORATION OF DISTURBED AREAS

- A. All excavated areas are to be restored per the Contract Drawings. Areas shall be brought to proper grade, inclusive of a 6-inch layer of topsoil as specified in Section 31 0000 - Earthwork.. Topsoil areas are to be seeded as specified in Section 32 92 19 – Seeding, and as required by ENGINEER.
- B. CONTRACTOR shall repair any damage made to existing vegetated areas associated with the work. Vegetation shall be restored to existing conditions or as shown on the Contract Drawings and as approved by the ENGINEER. Seeding shall be conducted as specified in Section 32 92 19 – Seeding.

END OF SECTION

## SECTION 022116

### ENVIRONMENTAL HEALTH AND SAFETY

#### PART 1 GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Minimizing potential adverse environmental impacts associated with construction activity.
2. Establishing protocols and providing procedures to protect workers' health and safety as it relates to the proposed construction activities when performed in the presence of Occupational Safety and Health Administration (OSHA) Hazardous Materials, regulated substances, or otherwise environmentally sensitive conditions.
3. Compliance with all applicable OSHA regulations in accordance with federal, state, and local laws.

###### B. Related Sections:

1. Section 01 74 24 – Site Restoration
2. Section 02 41 19 – Demolition
3. Section 31 00 00 - Earthwork
4. Section 31 10 00 – Site Clearing

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

###### A. The work to prepare and implement a health and safety plan will be paid for on a Lump Sum basis. Such cost shall reflect all environmental health and safety services, including that of subcontractors.

1. The Contractor shall demonstrate to the Engineer monthly that a health and safety plan (HASP) has been kept current and is being implemented and the monthly cost will be certified for payment.
2. Any month where a health and safety plan is found not to be current or is not being implemented, the monthly payment for the Environmental Health and Safety Item shall be deferred to the next monthly payment estimate. If a HASP is not current or being implemented for more than thirty calendar days, there will be no monthly payment.
3. Failure of the Contractor to implement a HASP in accordance with this Specification shall result in the withholding of all Contract payments.  
This work shall include all materials, tools, equipment and labor incidental to the completion of this item for the duration of the Project to maintain, revise, monitor and implement the HASP. Such costs include providing the services of the health and safety personnel, Contractor employee training, chemical protective clothing (CPC), personal protective equipment (PPE), disposal of PPE and CPC, medical surveillance, decontamination facilities, engineering controls, monitoring and all other health and safety protocols and procedures established to protect the health and safety for all on-site workers.

###### B. The cost per month for the duration of the Project to implement the HASP and provide the services of the health and safety personnel.

The HASP shall interface with the Contractor's Safety and Health Program. Any portions of the Safety and Health Program that are referenced in the HASP shall be included as appendices to the HASP. Where the use of a specific topic is not applicable to the Project, the HASP shall include a statement to justify its omission or reduced level of detail and establish that adequate consideration was given the topic.

1. Elements:

a. Site Description and Contamination Characterization:

- b. Safety and Health Risk Analysis/Activity Hazard Analysis: The HASP shall address the safety and health hazards on this site for every operation to be performed. The Contractor shall review existing records and data to identify potential chemical and physical hazards associated with the site and shall evaluate their impact on field operations. Sources, concentrations (if known), potential exposure pathways, and other factors. The Contractor shall develop and justify action levels for implementation of engineering controls and personal protective equipment upgrades and downgrades for controlling worker exposure to the identified hazards. If there is no permissible exposure limit (PEL) or published exposure level for an identified hazard, available information from other published studies may be used as guidance. Any modification of an established PEL must be fully documented.

The HASP shall include a comprehensive section that discusses the tasks and objectives of the site operations and logistics and resources required to complete each task. The hazards associated with each task shall be identified. Hazard prevention techniques, procedures and/or equipment shall be identified to mitigate each of the hazards identified.

- c. Staff Organization, Qualifications and Responsibilities: The HASP shall include a list of personnel expected to be engaged in site activities and certify that said personnel have completed the educational requirements and are currently monitored under a medical surveillance program in compliance with those regulations, and that they are fit for work under "level C" conditions.

The Contractor shall assign responsibilities for safety activities and procedures. An outline or flow chart of the safety chain of command shall be provided in the HASP. Qualifications, including education, experience, certifications, and training in safety and health for all personnel engaged in safety and health functions shall be documented in the HASP. Specific duties of each on-site team member should be identified. Typical team members include but are not limited to Team Leader, Scientific Advisor, Site Safety Officer, Public Information Officer, Security Officer, Record Keeper, Financial Officer, Field Team Leader, and Field Team members.

The HASP shall also include the name and qualifications of the individual proposed to serve as Health and Safety Officer (HSO). The HSO shall have full authority to carry out and ensure compliance with the HASP. The Contractor shall provide a competent HSO on-site who is capable of identifying existing and potential hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees and who has authorization to take prompt corrective measures to eliminate or control them.

The HSO have working experience with the regulated compounds that have been documented to exist within Project limits; a working knowledge of Federal and State safety regulations; specialized training or documented experience (one year minimum) in personal and respiratory protective equipment program implementation; the proper use of air monitoring instruments, air sampling methods and procedures; and certification training in first aid and CPR by a recognized, approved organization such as the American Red Cross.

The primary duties of the HSO shall be those associated with worker health and safety. The Contractor's HSO responsibilities shall be detailed in the written HASP and shall include, but not be limited to the following:

- a. Directing and implementing the HASP.
- b. Ensuring that all Project personnel have been adequately trained in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury. All personnel shall be adequately trained in procedures outlined in the Contractor's written HASP.
- c. Authorizing Stop Work Orders, which shall be executed upon the determination of an imminent health and safety concern.
- d. Contacting the Contractor's HSM and the Engineer immediately upon the issuance of a Stop Work order when the HSO has made the determination of an imminent health and safety concern.
- e. Authorizing work to resume, upon approval from the Contractor's HSM.
- f. Directing activities, as defined in the Contractor's written HASP, during emergency situations; and
- g. Providing personal monitoring where applicable, and as identified in the HASP.

### 1.3 DEFINITIONS

- A. Section not used.

### 1.4 ACCIDENT PREVENTION MEASURE

- A. Preventative measures shall be taken to avoid spillage of petroleum products and other pollutants. The Contractor shall maintain contingency action plans for prompt remedial action in the event such spillage should occur. Any spills by the Contractor requiring prompt remediation shall be at the cost of the Contractor.
- B. Every reasonable precaution shall be taken to prevent the possibility of accidentally starting fires. Construction programs shall include fire prevention planning, training of personnel in fire fighting, and a fire prevention inspection program.

### 1.5 SUMMARY

- A. The provisions of worker health and safety protocols that address potential and/or actual risk of exposure to site-specific hazards posed to the Contractor's employees and/or Subcontractor(s) **is solely the responsibility of the Contractor.**
- B. The areas where contaminants may pose a risk to worker health and safety include, but are not limited to:



1. Demolition of site structures.
2. Processing of demolition debris.
3. Excavation of contaminated soils in accordance with site plans.
4. Handling and disposal of hazardous materials and contaminated site materials.
5. Shoring installation and removal.

## 1.6 SUBMITTALS

Not Applicable

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Materials used for maintenance and protection of the environment shall conform to the material requirements set forth in the relevant sections of the specifications (i.e. fill, topsoil, seeding, etc.). Unspecified materials shall be provided as selected by the Contractor, subject to the approval of the Owner's Representative.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify existing conditions prior to Work. Notify Owner upon discovery of any unanticipated conditions.
- B. Cooperate with Engineer's directions to explore existing conditions to verify location, extent, and depth of contaminated soil which needs to be handled in accordance with the Remediation Plan for this site.

### 3.2 PERFORMANCE

- A. The Contractor shall implement all reasonable measures, including but not limited to, details outlined herein or shown on the drawings, to ensure minimum damage to the environment during construction and for the long term.
- B. Vegetation adjacent to or outside of access roads, rights-of-way, or cleared construction shall not be damaged.
- C. The Contractor shall be required to protect and preserve existing trees and shrubs in areas designated on the drawings or as otherwise directed by the Owner's Representative. Should any replacement of trees or shrubs be deemed necessary by the Owner's Representative, their number and type shall be shown by the Contractor on a Record Drawing.
- D. All materials to be removed from the site shall be disposed of legally and properly, off-site. Disposal of spoil material shall not be in any flood plain, wetland, or sensitive environmental area.

- E. All abandoned or useless objects including buildings, equipment, supplies, personal property, rubbish, (including those present prior to construction activities) shall be removed from the site in the manner described in the relevant sections of the Specifications.
- F. Temporary structures and storage areas shall not be located in critical environmental areas. Where areas must be cleared for storage of materials or temporary structures, provisions shall be made for regulating drainage and controlling erosion.

### 3.3 HEALTH AND SAFETY PLAN

- A. The Contractor shall be responsible for the preparation of a written HASP which addresses the relative risk of exposure to documented hazards present within the limits of the project site. The HASP shall establish health and safety protocols which address the relative risks of exposure to regulated substances in accordance with 29 CFR 1910.120 and 29 CFR 1926.65. Such protocols shall only address those concerns directly related to site conditions. No physical aspects of the work shall begin until a HASP is submitted and accepted by the Engineer.
- B. The HASP shall be developed by a qualified person designated by the Contractor as the Health and Safety Manager (HSM). The HSM shall have review and acceptance authority over the HASP. The Contractor may use standard operating procedures for all or portions of the HASP, except as noted below.
- C. The HASP, maintained on site by the Contractor, shall be kept current with construction activities and actual site conditions. All elements listed below shall be addressed in the HASP.
  - 1. Implementation schedule for HASP elements
  - 2. The assignment of a qualified Health and Safety Manager (HSM)
  - 3. The assignment of a qualified Health and Safety Officer (HSO)
  - 4. Health and safety personnel requirements, responsibilities, and authorities
  - 5. Relevant site information defining areas of environmental concerns
  - 6. Hazard assessment of general site conditions, and hazard assessment of individual areas of environmental concern
  - 7. Personal protection equipment (PPE) and chemical protective clothing (CPC)
  - 8. Medical considerations/Medical Surveillance Program
  - 9. Monitoring procedures and exposure action levels
  - 10. Procedures for upgrading or downgrading CPC/PPE
  - 11. Operational health and safety requirements
  - 12. Personnel and equipment decontamination and disposal procedures
  - 13. Contingency planning for emergency response procedures
  - 14. Work zone site controls for areas of environmental concern
  - 15. Engineering controls
  - 16. Equipment support
  - 17. HASP revision, review, approval, and coordination procedures
  - 18. Signature page for all on-site workers subject to the HASP
- D. The HASP shall be recognized as a flexible document which shall be subject to revisions and amendments, as required, in response to actual site conditions, changes in work methods, and/or alterations in the relative risks present.

- E. The Contractor shall provide a competent HSO on site as identified in the HASP, who is capable of identifying existing and potential hazards at the project site or working conditions which are unsanitary, hazardous, or dangerous to employees and who has authorization as identified in the HASP to take prompt corrective measures to eliminate or control them. The HSO shall have a minimum of one year of working experience at hazardous waste sites and a working knowledge of federal and state safety regulations.
- F. The Contractor's HSO responsibilities shall be detailed in the written HASP and shall include, but not be limited to, the following:
1. Directing and implementing the HASP.
  2. Ensuring that all project personnel have been adequately trained in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury. All personnel shall be adequately trained in procedures outlined in the Contractor's written HASP.
  3. Authorizing Stop Work Orders which shall be executed upon the determination of an imminent health and safety concern.
  4. Contacting the Contractor's safety management personnel and the Engineer immediately upon the issuance of a Stop Work Order when the HSO has made the determination of an imminent health and safety concern.
  5. Authorizing work to resume upon approval from the Contractor's safety management personnel.
  6. Directing activities, as defined in the Contractor's written HASP, during emergency situations.
  7. Providing monitoring as identified in the HASP.
- G. The Contractor must provide CPC and PPE as stipulated in the Contractor's HASP during the performance of work in an area identified as potentially posing a risk to worker health and safety for workers employed by the Contractor and Subcontractors.
- H. The Contractor shall inform all on-site workers and subcontractors of all site safety rules, known or potential hazards, and emergency response procedures.
- I. All construction-related activities performed by the Contractor within the areas where site conditions may pose a risk to worker health and safety and/or the environment, shall be performed in conformance with Title 29 of the Code of Federal Regulations, Part 1926 (29 CFR 1926), Safety and Health Regulations for Construction and 29 CFR 1910, Safety and Health Regulations for General Industry. Conformance to Hazardous Waste Operations and Emergency Response (HAZWOPER) Protocols may also be required, where appropriate.
- J. The Contractor shall be responsible for the implementation of the HASP throughout the performance of work. In work locations and areas identified as having a potential risk to worker health and safety, the Contractor shall be prepared to immediately implement the appropriate health and safety measures, including but not limited to the use of engineering controls, personal protection equipment and site work zone controls. **The Contractor shall be responsible for the health and safety of all on-site workers throughout the duration of the work.**

END OF SECTION

## SECTION 02 41 19

### DEMOLITION

#### PART 1 GENERAL

##### 1.1 SUMMARY

###### A. Section Includes

1. Removal of all items marked for removal on the Contract Drawings.
2. Removal of debris.

##### 1.2 RELATED SECTIONS

- ###### A. Section 31 25 00 Erosion and Sedimentation Controls

##### 1.3 SUBMITTALS

- ###### A. Submittal Section 01 33 00 – Submittal Requirements.

###### B. Shop Drawings (as required):

1. Indicate demolition and removal sequence.
2. Indicate location of items designated for reuse.
3. Indicate location and construction of temporary work.

###### C. Demolition Report

1. Types and quantities of debris removed and handling activities to point of disposal.

#### PART 2 PRODUCTS - Not Used.

#### PART 3 EXECUTION

##### 3.1 PREPARATION

- ###### A. Verify existing conditions before starting work.
- ###### B. Request underground utilities to be located and marked within the construction area prior to completing demolition. Utilize subcontract private utility locate specialists as required to identify and map utilities known or discovered that intersect work areas.
- ###### C. Locate, identify, and protect utilities from damage unless Contract Drawings indicate otherwise or ENGINEER approved their removal.
- ###### D. Identify temporary stockpile areas for placing removed materials.
- ###### E. Notify affected utility companies before starting work and comply with their requirements.
- ###### F. Mark location and termination of utilities.

##### 3.2 CONSTRUCTION REQUIREMENTS

- A. The CONTRACTOR shall perform all demolition activities in accordance with Federal, State, and local standards.
- B. Demolition work shall not begin in any portion of the site until all known utilities have been staked and verified by the CONTRACTOR . The CONTRACTOR is responsible for the damage resulting from known utilities that are improperly verified, abandoned, and demolished.
- C. Completely demolish and remove portions of structures as defined on the Contract Documents, including all appurtenances related or connected thereto, necessary to accommodate new construction.
- D. All known utilities to be abandoned or removed have been shown on the Contract Drawings or as directed. Any remaining portion of the existing utility shall be plugged with concrete.
- E. Debris removed from the project site, including equipment, concrete, metals, or other demolished materials shall become property of CONTRACTOR and shall be disposed of by CONTRACTOR, in accordance with all applicable laws and regulations.
- F. Explosives and Blasting are NOT permitted in performance of demolition work.

### 3.3 PROTECTION

- A. Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; to minimize riverbank slope or shoreline instability with removal; and to provide free passage to and from such adjacent areas of structures. Protect existing building components, equipment, and site work from damage except for those portions of the existing facility that are required to be demolished.
- B. Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.
- C. The CONTRACTOR shall adhere to all Federal, State, and Local requirements for confined space entry and perform applicable work accordingly.
- D. Prevent spread of flying particles and dust. Rubbish and debris shall be sprinkled with water to keep dust to a minimum.
- E. Do not use water to the extent it causes flooding, contaminated runoff, or icing.
- F. Break concrete or asphalt into less than 3 feet in any dimension.
- G. Protect trees not shown to be removed on the Contract Drawings, unless approved otherwise by the CITY.
- H. Concrete bulkhead ends of abandoned piping and conduit as shown on the Contract Drawings or as directed.

- I. All Federal, State, and Local fire and safety regulations shall be observed in performance of work and include the following:
  - 1. Whenever a cutting torch or other equipment that might cause a fire is used, provide and maintain combination fire extinguishers (Class A, B, and C) within 35 feet ready for immediate use. All possible users shall be instructed in use of fire extinguishers.
  - 2. Hydrants shall be accessible at all times. No debris shall be permitted to accumulate within a radius of 15 feet of fire hydrants.
- J. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials onsite.
- K. Remove materials as work progresses. Upon completion of work, leave areas in clean and restored condition.
- L. Remove temporary work.

#### 3.4 CLEAN-UP

- A. Remove spilled material from Project Site.
- B. CONTRACTOR will be fully responsible for cleanup of any waste generated on-site due to equipment leakage, fuel spills, or any other release of waste of any kind. The CONTRACTOR will be fully responsible for time and costs associated with appropriate cleanup in accordance with any and all applicable regulations and will be responsible for any associated reporting required by any entity or agency.
- C. Upon completion of work of this Specification Section and after removal of all debris, the site shall be left in a condition satisfactory to the ENGINEER. Cleanup shall include disposal offsite of all items and materials not required to perform the remainder of the work, which includes all demolition debris, miscellaneous debris, rubbish, other solid waste, resulting from demolition operations.

END OF SECTION

## SECTION 02 51 00

### DECONTAMINATION PROCEDURES

#### PART 1 GENERAL

##### 1.1 SCOPE OF WORK

- A. Decontamination of equipment, vehicles, tools and personnel that have or are suspected to have contacted impacted soils shall be performed. Decontamination equipment shall include tools and equipment capable to properly perform dry decontamination of all equipment, vehicles, tools and personnel prior to leaving the site.

#### PART 2 PRODUCTS

##### 2.1 EQUIPMENT

- A. Tools and equipment capable to properly perform dry decontamination.

#### PART 3 EXECUTION

##### 3.1 CONTRACTOR'S RESPONSIBILITY

- A. The CONTRACTOR shall be responsible for installing decontamination equipment and for maintaining the equipment in safe and working condition.

##### 3.2 DECONTAMINATION

- A. The CONTRACTOR shall perform decontamination activities that are described above prior to traversing areas not specifically designated as impacted areas, prior to handling clean soils, and prior to departure from the site.
- B. Trucks and equipment transporting impacted soils shall be loaded in a manner that prevents contact with impacted soils outside of the secured bed of the truck. This includes the use of plastic sheeting or equivalent materials to prevent spilled soils from contacting the sides of the truck and the use of a clean physical barrier (plastic sheeting, etc.) to prevent truck tires from traveling directly on impacted soils. Trucks and equipment that comes into contact with impacted soils outside of the secured bed shall be decontaminated prior to leaving the site in accordance with this Section.
- C. All equipment used within the limits of the impacted soils excavation by the CONTRACTOR shall be decontaminated prior to demobilizing from the Site.
- D. Decontamination shall, at a minimum, consist of:
  - 1. Brushing/cleaning the equipment to removal of all visible soils.
  - 2. Storing the equipment following decontamination in a manner such that the equipment does not get re-contaminated.

3.3 CLEAN-UP

- A. Following completion of decontamination activities, CONTRACTOR shall remove and properly dispose all decontaminated materials.

END OF SECTION



SECTION 02 80 03  
DISPOSAL OF NON-HAZARDOUS INDUSTRIAL COMMERCIAL WASTE

PART 1 GENERAL

**1.01 REFERENCES**

- A. 6 NYCRR - New York State Codes, Rules, and Regulations.

**1.02 DESCRIPTION**

- A. Remove and dispose asbestos debris from the structure in conformance with Industrial Code Rule 56, NYSDEC and Federal regulations.
- B. Contractor shall make efforts to segregate universal wastes and wastes prohibited by the Oneida-Herkimer Solid Waste Authority and arrange for proper disposal of such wastes. Packaging of Universal Hazardous Waste shall be in sturdy cardboard containers, or in sealed steel drums.

**1.03 SUBMITTALS**

- A. Quality Control Submittals:
1. Detailed list of the codes, rules and regulations which are understood to govern the Work. This list must cite specific title, chapter, and section of the citation.
  2. Listing of licenses or permits issued by government agencies authorizing the handling of the waste by the qualified Company, transporter, and operator of the disposal facility.
  3. Detailed step by step procedure indicating how the Work is to be accomplished. Procedure shall also include information for off-site Work, such as:
    - a. Method of disposal.
    - b. Owner and operator of the disposal facility.
    - c. Location of the disposal facility.
    - d. Method of transporting to the disposal facility.
  4. Qualified Company Data:
    - a. Name, address, and telephone number.
    - b. Brochure explaining services offered.
    - c. Experience directly applicable to the required services.
    - d. Type and listing of equipment proposed to be used for the Work.

**1.04 QUALITY ASSURANCE**

- A. Qualified Company: The Work shall be performed by a qualified Company having at least 3 years experience directly applicable to the services required.
- B. Pre-Work Conference: Before the Work of this Section is scheduled to commence, a conference will be held by the Owner's Representative at the Site for the purpose of reviewing the Contract Documents, discussing requirements for the Work, and reviewing the Work procedures.

**1.05 PROJECT CONDITIONS**

- A. Environmental Requirements:
  - 1. Comply with all applicable governmental agency codes, rules, and regulations for handling non-hazardous industrial, commercial and non-industrial waste.

**PART 2 PRODUCTS**

**2.01 MATERIALS FOR USE DURING DISPOSAL PROCEDURE**

- A. Furnish materials which meet all applicable governmental agency codes, rules and regulations.

**PART 3 EXECUTION**

**3.01 PERFORMANCE**

- A. Remove, and dispose of the materials in accordance with all applicable governmental agency codes, rules, and regulations.

END OF SECTION

SECTION 02 82 13  
ASBESTOS ABATEMENT

PART 1 GENERAL

**1.01 SCOPE OF WORK**

- A. The purpose of the proposed project is for the demolition of a former school building at 112 Columbus Avenue, Rome, NY which has been condemned and contains asbestos containing material. Demolition of the structure will be completed with asbestos in place and include the removal of foundation slabs, walls, and footings. All materials, excepting steel, will be disposed of as asbestos impacted. Steel will be segregated and recycled.
- B. Quantities listed herein and on the Contract Drawings are approximate. The contractor shall field verify all locations and quantities. Any discrepancies shall be brought to the engineer's attention prior to bidding.
- C. The Contractor shall be aware of all conditions of the Project and is responsible for verifying quantities and locations of all Work to be performed. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the Work.
- D. All Work shall be performed in strict accordance with the Contract Documents and all governing codes, rules, and regulations. Where conflicts occur between the Project Documents and applicable codes, rules, and regulations, the more stringent shall apply.

**1.02 SPECIAL JOB CONDITIONS**

- A. The Contractor shall comply with the Project Specific Variance Petition for Controlled Demolition of Abandoned Structures (included in the Contract Documents as GC-3).
- B. Any air sampling necessary to meet OSHA requirements will be the responsibility of the Asbestos Contractor.

**1.03 PERMITS AND COMPLIANCE**

- A. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local laws, rules, and regulations pertaining to Work practices, protection of Workers, authorized visitors to the site, persons, and property adjacent to the Work.

- B. Perform asbestos related Work in accordance with New York State Industrial Code Rule 56 (herein referred to as Code Rule 56), 40 CFR 61, 29 CFR 1926, and as specified herein. Where more stringent requirements are specified, adhere to the more stringent requirements.
- C. The Contractor must maintain current licenses pursuant to New York State Department of Labor and Department of Environmental Conservation for all Work related to this Project, including the removal, handling, transport, and disposal of asbestos containing materials.
- D. The Contractor must have and submit proof upon request that any persons employed by the Contractor to engage in or supervise Work on any asbestos Project have a valid NYS asbestos handling certificate pursuant to Code Rule 56.
- E. Failure to adhere to the Project Documents shall constitute a breach of the Contract and the Owner shall have the right to and may terminate the Contract provided, however, the failure of the Owner to so terminate shall not relieve the Contractor from future compliance.
- F. The contractor shall be responsible for any waste water permits required to perform his work under this contract. Any cost associated with waste water permits shall be included in his Bid.
- G. The contractor shall be responsible for any Local City and/or State building permits required to perform his work. Any cost associated with building permits shall be included in his Bid.

#### 1.04 SUBMITTALS

- A. Pre-Work Submittals: Within 7 days prior to the pre-construction conference, the Contractor shall submit an electronic pdf format copy of the documents listed below for review and approval prior to the commencement of asbestos abatement activities:
  - 1. Contractor license issued by New York State Department of Labor.
  - 2. Project Notifications: As required by Federal and State regulatory agencies together with proof of transmittal (i.e. certified mail return receipt).
  - 3. Building Occupant Notification: As required by regulatory agencies.
  - 4. Disposal Site/Landfill Permit from applicable regulatory agency (included in the Contract Documents as GC-4).
  - 5. NYS Department of Environmental Conservation Waste Transporter Permit.
- B. On-Site Submittals: Refer to Part 3.01.D for all submittals, documentation, and postings required to be maintained on-site during abatement activities.
- C. Project Close-out Submittals: Within 15 days of project completion, the Contractor shall submit an electronic pdf format copy of the documents listed below for review and approval prior to the Contractor's final payment.
  - 1. OSHA compliance air monitoring records conducted during the Work.
  - 2. Daily progress log, including the entry/exit log.
  - 3. A list of all Workers used in the performance of the Project, including name, NYS DOL certification number and type of certification (i.e. supervisor,

- 4. asbestos handler, etc.).  
A copy of all waste tickets.

D. Fully executed/signed **Originals** of all waste disposal manifests shall be submitted as per applicable State and Federal Regulations and time frame requirements.

#### 1.05 PRE-BID MEETING

- A. Bidders shall attend a pre-bid meeting. Bidding Contractors will be notified in advance of the meeting.
- B. Contractors shall familiarize themselves with the Contract Documents prior to attending the conference.

#### 1.06 APPLICABLE STANDARDS AND REGULATIONS

- A. The Contractor shall comply with the following codes and standards, except where more stringent requirements are shown or specified:
- B. Federal Regulations:
  - 1. 29 CFR 1910.1001, "Asbestos" (OSHA)
  - 2. 29 CFR 1910.1200, "Hazard Communication" (OSHA)
  - 3. 29 CFR 1910.134, "Respiratory Protection" (OSHA)
  - 4. 29 CFR 1910.145, "Specification for Accident Prevention Signs and Tags" (OSHA)
  - 5. 29 CFR 1926, "Construction Industry" (OSHA)
  - 6. 29 CFR 1926.1101, "Asbestos, Tremolite, Anthophyllite, and Actinolite" (OSHA)
  - 7. 29 CFR 1926.500 "Guardrails, Handrails and Covers" (OSHA)
  - 8. 40 CFR 61, Subpart A, "General Provisions" (EPA)
  - 9. 40 CFR 61, Subpart M, "National Emission Standard for Asbestos" (EPA)
  - 10. 49 CFR 171-172, Transportation Standards (DOT)
- C. New York State Regulations:
  - 1. 12 NYCRR, Part 56, "Asbestos", Industrial Code Rule 56 (DOL).

2. 6 NYCRR, Parts 360, 364, Disposal and Transportation (DEC)
3. 10 NYCRR, Part 73, "Asbestos Safety Program Requirements" (DOH)

D. Standards and Guidance Documents:

1. American National Standard Institute (ANSI) Z88.2-80, Practices for Respiratory Protection
2. ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems
3. EPA 560/585-024, Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book)
4. EPA 530-SW-85-007, Asbestos Waste Management Guidance
5. ASTM Standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects."

**1.07 NOTICES**

- A. The Contractor shall provide notification of intent to commence asbestos abatement activities as indicated below.
1. At least ten (10) Working days prior to beginning abatement activities, send written notification to:

U.S. Environmental Protection Agency  
National Emissions Standards for Hazardous Air Pollutants (NESHAPS)  
Coordinator  
26 Federal Plaza  
New York, NY 10007.

2. At least ten (10) days prior to beginning abatement activities send written notification to:

New York State Department of Labor  
Division of Safety and Health, Asbestos Control Program.  
State Office Campus  
Building 12 - Room 454  
Albany, NY 12240

- B. The Contractor is required to send notifications to regulatory agencies via mail or package delivery service that will provide proof of delivery and receipt.
- C. The Contractor shall post and/or provide Building Occupant Notification at least 10 days prior to beginning abatement activities as required by Code Rule 56.

**1.08 PROJECT MONITORING AND AIR SAMPLING**

- A. The Owner shall engage the services of an Environmental Consultant (the Consultant) who shall provide Project Monitoring and Air Sampling for the project.

- B. The Contractor is required to ensure cooperation of its personnel with the Consultant for the air sampling and Project monitoring functions described in this section. The Contractor shall comply with all direction given by the Consultant during the course of the Project.
- C. The Consultant shall provide the following administrative services:
  - 1. Review and approve or disapprove all onsite submittals as required by section 3.01.
- D. The Consultant shall staff the Project with a trained and certified person(s). This individual shall be designated as the Asbestos Project Monitor (APM).
  - 1. The APM shall be on-site at all times the Contractor is on-site. The Contractor shall not be permitted to conduct any Work unless the APM is on-site (except for inspection of barriers and negative air system during non-working days).
  - 2. The APM shall have the authority to direct the actions of the Contractor verbally and in writing to ensure compliance with the Project documents and all regulations. The APM shall have the authority to Stop Work when gross Work practice deficiencies or unsafe practices are observed, or when ambient fiber concentrations outside the removal area exceed .01 f/cc or background level.
    - a. Such Stop Work order shall be effective immediately and remain in effect until corrective measures have been taken and the situation has been corrected.
    - b. Standby time required to resolve the situation shall be at the Contractor's expense.
  - 3. The APM shall provide the following services:
    - a. Inspection of the Contractor's Work, practices, and procedures, including temporary protection requirements, for compliance with all regulations and Project specifications.
    - b. Provide abatement Project air sampling as required by applicable regulations and the Owner's requirements. Sampling will include background, work area preparation, asbestos handling, and final cleaning and clearance air sampling.
    - c. Verify daily that all Workers used in the performance of the Project are certified by the appropriate regulatory agency.
    - d. Monitor the progress of the Contractor's Work, and report any deviations from the schedule to the Owner's Representative.
    - e. Monitor, verify, and document all waste load-out operations. Verify that the Contractor is performing personal air monitoring daily, and that results are being returned and posted at the site as required.  
The APM shall maintain a log on site that documents all project related and Consultant and Contractor actions, activities, and occurrences.
  - 4. The following minimum inspections shall be conducted by the APM. Additional inspections shall be conducted as required by Project conditions. Progression from one phase of Work to the next by the Contractor is only permitted with the written approval of the APM.

- a. Pre-Construction Inspection: The purpose of this inspection is to verify the existing conditions of the Work Areas and to document these conditions.
  - b. Pre-Abatement Inspection: The purpose of this inspection is to verify the integrity of each containment system prior to disturbance of any asbestos containing material. This inspection shall take place only after the Work Area is fully prepped for removal.
  - c. Work In-Progress Inspections: The purpose of this inspection is to monitor the Work practices and procedures employed on the Project and to monitor the continued integrity of the containment system. Inspections within the removal areas shall be conducted by the APM during all preparation, removal, and cleaning activities at least twice every Work shift. Additional inspections shall be conducted as warranted.
  - d. Visual Clearance Inspection: The purpose of this inspection is to verify that: all materials in the scope of work have been properly removed; no visible asbestos debris/residue remains; no pools of liquid or condensation remains; and all required cleanings are complete. This inspection shall be conducted before final air clearance testing.
  - e. Post-Clearance Inspection: The purpose of this inspection is to ensure the complete removal of ACM, including debris, from the Work Area after satisfactory final clearance sampling and removal of all isolation and critical barriers and equipment from the Work Area.
- E. The Consultant shall provide abatement Project air sampling and analysis as required by applicable regulations (New York State and/or AHERA). Sampling will include background, work area preparation, asbestos handling, and final cleaning and clearance air sampling.
1. Unless otherwise directed by the Owner, the Consultant shall have samples analyzed by Phase Contrast Microscopy (PCM). If TEM clearance is required by the Owner, AHERA protocols/methodology shall be followed.
  2. Samples shall be collected as required by applicable regulations (New York State and/or AHERA) and these specifications. If Transmission Electron Microscopy (TEM) clearance air sampling is utilized by the owner, the clearance criteria and sampling protocols must be in compliance with AHERA. If PCM air sample analysis results exceed the satisfactory clearance criteria, then TEM analysis of the entire set of clearance air samples may be used, provided that a standard NIOSH/ELAP accepted laboratory analysis method is utilized that shall report each air sample result in fibers per cubic centimeter.
  3. If the air sampling during any phase of the abatement project reveals airborne fiber levels at or above .01 fibers/cc or the established background level, whichever is greater, outside the regulated Work Area, Work shall stop immediately, and corrective measures required by Code Rule 56 shall be initiated. Notify all employers and occupants in adjacent areas. The Contractor shall bear the burden of any and all costs incurred by this delay.



4. The Environmental Consultant shall submit copies of all elevated air sampling results collected during abatement and all final air clearance results to the Commissioner of Labor.

#### **1.09 CONTRACTOR AIR SAMPLING**

- A. In addition to the requirements of OSHA 1926.1101, the Contractor shall be required to perform personal air monitoring every Work shift in each Work Area during which abatement activities occur in order to determine that appropriate respiratory protection is being worn and utilized.
- B. The Contractor shall conduct air sampling that is representative of both the 8-hour time weighted average and 30-minute short-term exposures to indicate compliance with the permissible exposure and excursion limits.
- C. The Contractor's laboratory analysis of air samples shall be conducted by an NYS DOH ELAP approved laboratory, subject to approval of the Owner's Representative.
- D. Results of personnel air sample analyses shall be available, verbally, within twenty-four (24) hours of sampling and shall be posted upon receipt. Written laboratory reports shall be delivered and posted at the Work site within five (5) days. Failure to comply with these requirements may result in all work being stopped until compliance is achieved.

#### **1.10 PROJECT SUPERVISOR**

- A. The Contractor shall designate a full-time Project Supervisor who shall meet the following qualifications:
  1. The Project Supervisor shall hold New York State certification as an Asbestos Supervisor.
  2. The Project Supervisor shall meet the requirements of a "Competent Person" as defined by OSHA 1926.1101 and shall have a minimum of one year experience as a supervisor.
  3. The Project Supervisor must be able to read and write English fluently, as well as communicate in the primary language of the Workers.
- B. If the Project Supervisor is not on-site at any time whatsoever, all Work shall be stopped. The Project Supervisor shall remain on-site until the Project is complete. The Project Supervisor cannot be removed from the Project without the written consent of the Owner. The Project Supervisor shall be removed from the Project if so, requested by the Owner.
- C. The Project Supervisor shall maintain the bound Daily Project Log that also includes the entry/exit logs as required by New York State Department of Labor and section 2.03 of the specifications and the Waste Disposal Log required by section 4.04 of the specifications.
- D. The Project Supervisor shall be responsible for the performance of the Work and shall represent the Contractor in all respects at the Project site. The Supervisor shall be the primary point of contact for the Asbestos Project Monitor.

### 1.11 MEDICAL REQUIREMENTS

- A. Before exposure to airborne asbestos fibers, provide Workers with a comprehensive medical examination as required by 29 CFR 1910.1001, and 29 CFR 1926.1101.
  - 1. This examination is not required if adequate records show the employee has been examined as required by 29 CFR 1910.1001, and 29 CFR 1926.1101 within the past year.
  - 2. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos fibers and within thirty (30) calendar days before or after the termination of employment in such occupations.
  - 3. Medical Examination records shall be maintained on site for each employee.

### 1.12 TRAINING

- A. As required by applicable regulations, prior to assignment to asbestos Work instruct each employee with regard to the hazards of asbestos, safety and health precautions, and the use and requirements of protective clothing and equipment.
- B. Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134, and 29 CFR 1926.1101. Provide respirator training and fit testing.
- C. An onsite "tool box talk" is mandatory for all Contractor field personnel before the asbestos removal can begin. This talk will review Amphenol Aerospace practices and procedures pertaining to asbestos control. Workers not complying with these specifications or Amphenol Aerospace practices and procedures will be asked to leave the job.

### 1.13 RESPIRATORY PROTECTION

- A. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), and the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.
- B. Respirators shall be individually fit-tested to personnel under the direction of an Industrial Hygienist on a yearly basis. Fit-tested respirators shall be permanently marked to identify the individual fitted, and use shall be limited to that individual. Fit-test records shall be maintained on site for each employee.
- C. Where fiber levels permit, and in compliance with regulatory requirements, Powered Air Purifying Respirators (PAPR) are the minimum allowable respiratory protection permitted to be utilized during gross removal operations of OSHA Class I or OSHA Class II friable ACM.
- D. No respirators shall be issued to personnel without such personnel participating in a respirator training program.

- E. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.1101.
- F. A storage area for respirators shall be provided by the Contractor in the clean room side of the personnel decontamination enclosure where they will be kept in a clean environment.
- G. The Contractor shall provide and make available a sufficient quantity of respirator filters so that filter changes can be made as necessary during the work day. Filters will be removed and discarded during the decontamination process. Filters shall not be reused. Filters must be changed if breathing becomes difficult.
- H. Filters used with negative pressure air purifying respirators shall not be used any longer than one eight (8) hour work day.
- I. Any authorized visitor, Worker, or supervisor found in the Work Area not wearing the required respiratory protection shall be removed from the Project site and not be permitted to return.
- J. The Contractor shall have at least two (2) Powered Air Purifying Respirators stored on site designated for authorized visitors use. Appropriate respirator filters for authorized visitors shall be made available by the Contractor.

#### **1.14 DELIVERY AND STORAGE**

- A. Deliver all materials to the job site in original packages with containers bearing manufacturer's name and label. Coordinate storage locations with the owners representative.
- B. Store all materials at the job site in a suitable and designated area.
  - 1. Store materials subject to deterioration or damage away from wet or damp surfaces and under cover.
  - 2. Protect materials from unintended contamination and theft.
  - 3. Storage areas shall be kept clean and organized.
- C. Remove damaged or deteriorated materials from the job site. Materials contaminated with asbestos shall be disposed of as asbestos debris as herein specified.

#### **1.15 TEMPORARY UTILITIES**

- A. Temporary shutdown of HVAC and lock out of electric power to abatement work areas shall be the responsibility of the contractor and shall be coordinated with the owner. If electrical circuits, machinery and other electrical systems in or passing through a given regulated abatement work area must stay in operation, the contractor shall isolate/seal the live electric as per the requirements of 12 NYCRR Part 56 Subpart 56-7.7.

- B. The Owner will provide a tie-in location to building power for the Contractor's GFCI electric panel for project power. All temporary power to the work areas shall be brought in from outside the work area through a ground-fault circuit interrupter at the source. The contractor will be responsible for all temporary power (including the power required by the owner's representative for air sampling equipment). All operations associated with electrical service work (i.e. lockout, temporary power hook-up, etc.) shall be performed by a licensed electrician.
- C. Provide temporary lighting with "weatherproof" fixtures for all Work Areas including decontamination chambers.
  - 1. The entire Work Area shall be kept illuminated at all times.
  - 2. Provide lighting as required by the Environmental Consultant for the purposes of performing required inspections.
- D. All temporary devices and wiring used in the Work Area shall be capable of decontamination procedures including HEPA vacuuming and wet-wiping.
- E. Utilize domestic water service, if available, from Owner's existing system. Provide hot water heaters with sufficient capacity to meet Project demands.

## PART 2 PRODUCTS

### 2.01 PROTECTIVE CLOTHING

- A. Provide personnel utilized during the Project with disposable protective whole body clothing, head coverings, gloves and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber for comfort, but shall not be used alone. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape, or provide disposable coverings with elastic wrists or tops.
- B. Provide sufficient quantities of protective clothing to assure a minimum of four (4) complete disposable outfits per day for each individual performing abatement Work.
- C. Eye protection and hard hats shall be provided and made available for all personnel entering any Work Area.
- D. Authorized visitors shall be provided with suitable protective clothing, headgear, eye protection, and footwear whenever they enter the Work Area.

### 2.02 SIGNS AND LABELS

- A. Provide warning signs and barrier tapes at all approaches to asbestos Work Areas. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area.
  - 1. Provide danger signs in vertical format conforming to 29 CFR 1926.1101, minimum 20" x 14" displaying the following legend.

DANGER  
ASBESTOS CANCER AND LUNG DISEASE

HAZARD  
AUTHORIZED PERSONNEL ONLY  
RESPIRATORS AND PROTECTIVE CLOTHING  
ARE REQUIRED IN THIS AREA

2. Provide 3" wide yellow barrier tape printed with black lettered, "DANGER ASBESTOS REMOVAL". Locate barrier tape across all corridors, entrances and access routes to asbestos Work Area. Install tape 3' to 4' AFF.
- B. Provide asbestos danger labels affixed to all asbestos materials, scrap, waste, debris and other products contaminated with asbestos.
1. Provide asbestos danger labels of sufficient size to be clearly legible, displaying the following legend:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD

2. Provide the following asbestos labels, of sufficient size to be clearly legible, for display on waste containers (bags or drums) which will be used to transport asbestos contaminated material in accordance with United States Department of Transportation 49 CFR Parts 171 and 172:

RQ HAZARDOUS  
SUBSTANCE  
SOLID, NOS  
ORM-E, NA 9188  
ASBESTOS

3. Generator identification information shall be affixed to each waste container indicating the following printed in indelible ink:  
Generator Name  
Facility Name  
Facility Address

**2.03 DAILY PROJECT LOG**

- A. Provide a Daily Project Log. The log shall contain on title page the Project name, name, address and phone number of Owner; name, address and phone number of Owner's Representative; name, address and phone number of Environmental Consultant; name, address and phone number of Abatement Contractor; emergency numbers including, but not limited to local Fire/Rescue department and all other New York State Department of Labor requirements.
- B. All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted.

- C. All persons entering and exiting the Work Area shall sign the log and include name, social security number, and time.
- D. The Project Supervisor shall document all Work performed daily and note all inspections required by Code Rule 56, i.e. testing and inspection of barriers and enclosures.

#### **2.04 SCAFFOLDING AND LADDERS**

- A. Provide all scaffolding and/or staging as necessary to accomplish the Work of this Contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding and ladders shall comply with all applicable OSHA construction industry standards.
- B. Provide scaffolding and ladders as required by the Environmental Consultant for the purposes of performing required inspections.

#### **2.05 SURFACTANT (AMENDED WATER)**

- A. Wet all asbestos-containing materials prior to removal with surfactant mixed and applied in accordance with manufacturer's printed instructions.
- B. Approved Manufacturer:
  - 1. International Protective Coatings Corp.: Serpiflex Shield
  - 2. American Coatings Corp.: EPA 55 Asbestos Removal Agent
  - 3. Certified Technologies: CerTane 2075 Penetrating Surfactant

#### **2.06 ENCAPSULANT**

- A. Encapsulant shall be tinted or pigmented so that application when dry is readily discernible.

#### **2.07 DISPOSAL BAGS, DRUMS, AND CONTAINERS**

- A. Provide 6 mil polyethylene disposal bags printed with asbestos caution labels. Bags shall also be imprinted with U.S. Department of Transportation required markings.
- B. Provide 30 or 55 gallon capacity fiber, plastic, or metal drums capable of being sealed air and water tight if asbestos waste has the potential to damage or puncture disposal bags. Affix asbestos caution labels on lids and at one-third points around drum circumference to assure ready identification.
- C. Containers and bags must be labeled in accordance with 40 CFR Part 61 NESHAPS and Code Rule 56. When the bags/containers are moved to the lockable hardtop dumpster from the waste decontamination system washroom, the bags must also be appropriately labeled with the date they are moved on the bag/container in waterproof markings.

- D. Labeled ACM waste containers or bags shall not be used for non-ACM waste or trash. Any material placed in labeled containers or bags, whether turned inside out or not shall be handled and disposed of as ACM waste.

## **2.08 HEPA VACUUM EQUIPMENT**

- A. All dry vacuuming performed under this contract shall be performed with High Efficiency Particulate Absolute (HEPA) filter equipped industrial vacuums conforming to ANSI Z9.2.
- B. Provide tools and specialized equipment including scraping nozzles with integral vacuum hoods connected to a HEPA vacuum with flexible hose.

## **2.09 POWER TOOLS**

- A. Any power tools used to drill, cut into, or otherwise disturb asbestos material shall be manufacturer equipped with HEPA filtered local exhaust ventilation.

## **2.10 POLYETHYLENE SHEETING**

- A. All polyethylene (plastic) sheeting used on the Project (including but not limited to sheeting used for critical and isolation barriers, fixed objects, walls, floors, ceilings, waste container) shall be at least 6 mil fire retardant sheeting.
- B. Decontamination enclosure systems shall utilize at least 6 mil opaque fire retardant plastic sheeting. At least 2 layers of 6 mil reinforced fire retardant plastic sheeting shall be used for the flooring.

# **PART 3 EXECUTION**

## **3.01 GENERAL REQUIREMENTS**

- A. Should visible emissions or water leaks be observed outside the Work Area, immediately stop Work and institute emergency procedures per Code Rule 56. Should there be elevated fiber levels outside the Work Area, immediately stop Work, institute emergency procedures per Code Rule 56, and notify all employers and occupants in adjacent areas. All costs incurred in decontaminating such non-Work Areas and the contents thereof shall be borne by the Contractor, at no additional cost to the Owner.
- B. Medical approval, fit test reports, and NYS DOL certificates shall be on site prior to admittance of any Contractor's employees to the asbestos Work Area.
- C. The following submittals, documentation, and postings shall be maintained on-site by the Contractor during abatement activities at a location approved by the Abatement Project Monitor:
  - 1. Contractor license issued by New York State Department of Labor.
  - 2. Certification, Worker Training, Medical Surveillance:

- a. New York State Asbestos Handler certification cards for each person employed in the removal, handling, or disturbance of asbestos.
  - b. Evidence that Workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101.
  - c. Documentation that Workers have been fit tested specifically for respirators used on the Project.
3. Daily OSHA personal air monitoring results.
  4. NYS Department of Health ELAP certification for the laboratory that will be analyzing the OSHA personnel air samples.
  5. NYS Department of Environmental Conservation Waste Transporter Permit.
  6. Project documents (specifications and drawings.)
  7. Notifications and variances (site specific and applicable.) Ensure that the most up-to-date notifications and variances are on-site.
  8. Applicable regulations.
  9. Material Safety Data Sheets of supplies/chemicals used on the Project.
  10. Approved Abatement Work Plan.
  11. List of emergency telephone numbers.
  12. Magnahelic manometer semi-annual calibration certification.
  13. Daily Project Log.
- D. The following documentation shall be maintained on-site by the Abatement Project Monitor during abatement activities:
1. Contractor license issued by New York State Department of Labor.
  2. Air Sample Log.
  3. Air sample results.
  4. Project Monitor Daily Log
  5. Asbestos Survey Report.
  6. A copy of ASTM Standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects."
- E. The Work Area must be vacated by building occupants prior to decontamination enclosure construction and Work Area preparation.
- F. All demolition necessary to access asbestos containing materials for removal must be conducted within negative pressure enclosures by licensed asbestos handlers. Demolition debris may be disposed of as construction and demolition debris provided the Abatement Project Monitor determines that it is not contaminated with asbestos and there has been no disturbance of ACM within the enclosure. If the demolition debris is determined to be contaminated or ACM has been disturbed, it must be disposed of as asbestos waste.

### **3.02 PERSONNEL DECONTAMINATION ENCLOSURE**

- A. Provide a personnel decontamination enclosure system. The system shall be contiguous to the Work Area unless the use of a remote unit is permitted by Code Rule 56 or a Site Specific Variance. The decontamination enclosure shall not be located within the work area unless isolation barriers are installed. If the



decontamination unit is accessible to the public it shall be fully framed and sheathed to prevent unauthorized entry.

- B. For attached Unit, access to the Work Area will be from the clean room through an air-lock to the shower and through an air lock to the equipment room. Each airlock shall be a minimum of three feet from door to door. Additional air locks shall be provided as required by Code Rule 56 for remote decontamination enclosures.
- C. The decontamination enclosure ceiling and walls shall be covered with one layer of opaque 6 mil polyethylene sheeting. Two layers of reinforced polyethylene sheeting shall be used to cover the floor.
- D. The entrance to the clean room shall have a lockable door. Provide suitable lockers for storage of Worker's street clothes. Storage for respirators along with replacement filters and disposable towels shall also be provided.
- E. Provide a temporary shower with individual hot and cold water supplies and faucets. Provide a sufficient supply of soap and shampoo. There shall be one shower for every six Workers. The shower room shall be constructed in such a way so that travel through the shower chamber shall be through the shower. The shower shall not be able to be bypassed.
- F. Shower water shall be drained, collected and filtered through a system with at least a 5.0 micron particle size collection capability containing a series of several filters with progressively smaller pore sizes to avoid rapid clogging of the system. The filtered waste water shall then be discharged in accordance with applicable codes and the contaminated filters disposed of as asbestos waste.
- G. The equipment room shall be used for the storage of tools and equipment. A walk-off pan filled with water shall be located in the Work Area outside the equipment room for Workers to clean foot coverings when leaving the Work Area. A labeled 6 mil plastic ACM waste bag for collection of contaminated clothing shall be located in this room.
- H. The personal decontamination enclosure shall be cleaned and disinfected minimally at the end of each Work shift and as otherwise directed by the Asbestos Project Monitor.

### **3.03 WASTE DECONTAMINATION ENCLOSURE**

- A. Provide a waste decontamination enclosure system. The system shall be contiguous to the Work Area unless the use of a remote unit is permitted by Code Rule 56 or a Site Specific Variance. The decontamination enclosure shall not be located within the work area unless isolation barriers are installed. If the Unit is accessible to the public, it shall be fully framed and sheathed to prevent unauthorized entry.
- B. The waste decontamination enclosure system shall consist of a holding area, air lock and washroom. The airlock shall be a minimum of three feet from door to door. The entrance to the holding area shall have a lockable door.

- C. The decontamination enclosure ceiling and walls shall be covered with one layer of opaque 6 mil polyethylene sheeting on walls and ceiling. Two layers of reinforced polyethylene sheeting shall be used to cover the floor.
- D. Where there is only one egress from the Work Area, the holding area of the waste decontamination enclosure system may branch off from the personnel decontamination enclosure equipment room, which then serves as the waste wash room.
- E. The waste washroom water shall be drained, collected, and filtered through a system with at least a 5.0 micron particle size collection capability containing a series of several filters with progressively smaller pore sizes to avoid rapid clogging of the system. The filtered wastewater shall then be discharged in accordance with applicable codes and the contaminated filters disposed of as asbestos waste.
- F. In small asbestos Projects where only one egress from the Work Area exists, the shower room may be used as a waste washroom. In this instance, the clean room shall not be used for waste storage, but shall be used for waste transfer to carts, which shall immediately be removed from this enclosure.

#### **3.04 WORK AREA ENTRY AND EXIT PROCEDURES**

- A. Access to and from the asbestos Work Area is permitted only through the personnel decontamination enclosure unless otherwise stipulated in a Site Specific Variance.
- B. Workers shall sign the entry/exit log upon every entry and exit.
- C. The following procedures shall be followed when entering the Work Area:
  1. Before entering the Work Area, Workers shall proceed to the clean room, remove all street clothes, and don protective clothing, equipment, and respirators.
  2. Workers shall proceed from the clean room through the shower room and the equipment room and into the Work Area.
- D. The following procedures shall be followed when exiting the Work Area:
  1. Before leaving the Work Area, gross asbestos contamination will be removed by brushing, wet cleaning and/or HEPA vacuuming.
  2. In the equipment room, Workers shall remove disposable clothing, but not respirators, and shall place clothing in plastic disposal bags for disposal as contaminated debris prior to entering the shower room.
  3. Workers shall shower thoroughly while wearing respirators, then wash respirator with soap and water prior to removal.
  4. Upon exiting the shower, Workers shall don new disposable clothing if the Work shift is to continue or street clothes to exit area. Under no circumstances shall Workers enter public non-Work Areas in disposable protective clothing.
- E. If remote decontamination enclosures are permitted by Code Rule 56 or a Site Specific Variance, workers shall wear two disposable suits for all phases of Work. Workers exiting the work area shall HEPA vacuum the outer suit, enter the airlock,

remove the outer suit and then place it back into the Work Area. A clean second suit shall be donned before exiting the airlock and proceeding to the decontamination enclosure or another work area via the designated pathway required by Code Rule 56.

### 3.05 WORK AREA PREPARATION

- A. Asbestos danger signs shall be posted at all approaches to the asbestos Work Area. Post all emergency exits as emergency exits only on the Work Area side, post with asbestos caution signs on the non-Work Area side. Provide all non-Work Area stairs and corridors accessible to the asbestos Work Area with warning tapes at the base of stairs and beginning of corridors. Warning tapes shall be in addition to caution signs.
- B. Shut down and lock out the building heating, ventilating, and air conditioning systems. Electrical systems and circuits shall also be shut down unless permitted to remain active per Code Rule 56 and appropriately protected and labeled. Provide temporary electric power and lighting as specified herein.
- C. All surfaces and objects within the Work Area shall be pre-cleaned using HEPA vacuuming and/or wet-wiping methods. Dry sweeping and any other methods that raise dust shall be prohibited. ACM shall not be disturbed during pre-cleaning.
- D. Movable objects within the Work Area shall be HEPA vacuumed and/or wet-wiped and removed from the Work Area.
- E. All non-movable equipment in the Work Area shall be completely covered with 2 layers of polyethylene sheeting, at least 6 mil in thickness, and secured in place with duct tape and/or spray adhesive.
- F. Provide enclosure of the asbestos Work Area necessary to isolate it from unsealed areas of the building in accordance with the approved asbestos Work plan and as specified herein.
- G. Provide critical barriers by sealing off all openings including but not limited to windows, diffusers, grills, electrical outlets and boxes, doors, floor drains, and any other penetrations of the Work Area enclosure, using 2 layers of at least 6 mil polyethylene sheeting.
- H. Unless otherwise specified for removal, the Contractor shall either protect all fiberglass insulation on piping, ductwork, tanks, etc. in the Work Area using two layers of six mil polyethylene or remove the insulation as asbestos containing waste. If the Contractor elects to remove the fiberglass insulation, he shall be responsible for reinsulation, if reinsulation of removed ACM is part of the Contract or Project.
- I. Frame out emergency exits. Provide double layer 6 mil polyethylene sheeting and tape seal opening. Post as emergency exits only. Within the Work Area, mark the locations and directions of emergency exits throughout the Work Area using exit signs and/or duct tape.

- J. Remove all items attached to or in contact with ACM only after the Work Area enclosure is in place. HEPA vacuum and wet wipe with amended water all removed items prior to their removal from the Work Area and before the start of asbestos removal operations.
- K. Suspended ceiling tiles shall only be removed after Work Area preparation is complete. If possible, non-contaminated ceiling tiles shall be HEPA vacuumed and removed from the Work Area before asbestos removals begin. Contaminated ceiling tiles shall be disposed of as asbestos waste.

### 3.06 NEGATIVE AIR PRESSURE FILTRATION SYSTEM

- A. Provide a portable asbestos filtration system that develops a minimum pressure differential of negative 0.02 in. of water column within all full enclosure areas relative to adjacent unsealed areas and that provides a minimum of 4 air changes per hour in the Work Area during abatement and 6 air changes for non-friable flooring and/or mastic removal.
- B. Such filtration systems must be made operational after critical and isolation barriers are installed but before wall, floor, and ceilings are plasticized and shall be operated 24 hours per day during the entire Project until the final cleanup is completed and satisfactory results of the final air samples are received from the laboratory.
- C. The system shall include a series of pre-filters and filters to provide High Efficiency Particulate Air (HEPA) filtration of particles down to 0.3 microns at 100% efficiency and below 0.3 microns at 99.9% efficiency. Provide sufficient replacement filters to replace pre-filters every 2 hours, secondary pre-filters every 24 hours, and primary HEPA filters every 600 hours of operation.
- D. A minimum of one additional filtration unit of at least the same capacity as the primary unit(s) shall be installed and fully functional to be used during primary unit (s) filter changing and in case of primary failure.
- E. At no time will the unit exhaust indoors, within 15 feet of a receptor, including but not limited to windows and doors, or adversely affect the air intake of the building. Exhaust ducting shall not exceed 25' in length unless the conditions of AV-A-2 are utilized. Provide construction fencing at ground level exhaust termination locations per Code Rule 56.
- F. Upon electric power failure or shut-down of any filtration unit, all abatement activities shall stop immediately and only resume after power is restored and all filtration units are fully operating. For shut-downs longer than one hour, all openings into the Work Area, including the decontamination enclosures, shall be sealed.
- G. The Contractor shall provide a manometer to verify negative air pressure. Manometers shall be read twice daily and recorded within the Daily Project Log.
- H. There shall be at least a 4 hour settling period after the Work Area is fully prepared and the negative filtration units have been started to ensure integrity of the barriers.

- I. Once installed and operational, the Contractor's Supervisor shall conduct daily inspections of the Work Area to insure the airtight integrity of the enclosure and operation of the negative air system. Findings shall be recorded within the Daily Project Log. Inspections shall also be conducted on days when no abatement activities are in progress per Code Rule 56 (i.e. weekends).

### 3.07 REMOVAL OF ASBESTOS CONTAINING MATERIALS

- A. Asbestos-containing materials shall be removed in accordance with the Contract Documents and the approved Asbestos Work Plan. Only one type of ACM shall be abated at a time within a Work Area. Where there are multiple types of ACM requiring abatement, Code Rule 56 procedures for sequential abatement shall be followed.
- B. Sufficiently wet asbestos materials with a low pressure, airless fine spray of surfactant to ensure full penetration prior to material removal. Re-wet material that does not display evidence of saturation.
- C. One Worker shall continuously apply amended water while ACM is being removed.
- D. Perform cutting, drilling, abrading, or any penetration or disturbance of asbestos containing material in a manner to minimize the dispersal of asbestos fibers into the air. Use equipment and methods specifically designed to limit generation of airborne asbestos particles. All power operated tools used shall be provided with HEPA equipped filtered local exhaust ventilation.
- E. Upon removal of ACM from the substrate, the newly exposed surfaces shall be HEPA vacuumed and/or wet cleaned. Surfaces must be thoroughly cleaned using necessary methods and any required solvents to completely remove any adhesive, mastic, etc.
- F. All removed material shall be placed into 6 mil plastic disposal bags or other suitable container upon detachment from the substrate. Cleanup of accumulations of loose debris or waste shall be performed whenever there is enough accumulation to fill a single bag or container and minimally at the end of each workshift.
- G. Large components shall be wrapped in two layers of 6 mil polyethylene sheeting. Sharp components likely to tear disposal bags shall be placed in fiber drums or boxes and then wrapped with sheeting.
- H. Power or pressure washers are not permitted for asbestos removal or clean-up procedures unless approved in a Site Specific Variance.
- I. All open ends of pipe and duct insulation not scheduled for removal shall be encapsulated using lag cloth.
- J. All construction and demolition debris determined by the Environmental Consultant to be contaminated with asbestos shall be handled and disposed of as asbestos waste.
- K. The use of metal shovels, metal dust pans, etc. are not permitted inside the work area.

**3.08 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION AND REMOVAL PROCEDURES**

- A. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the Work Area before moving such items into the waste decontamination enclosure system airlock by persons assigned to this duty. The persons in the Work Area shall not enter the airlock. No gross removal operations are permitted when waste transfer is in progress.
- B. The containers and equipment shall be removed from the airlock by persons stationed in the washroom during waste removal operations. The external surfaces of containers and equipment shall be cleaned a second time by wet cleaning.
- C. The cleaned containers of asbestos material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated 6 mil plastic bags or sheeting, as the item's physical characteristics demand, and sealed airtight.
- D. The clean recontainerized items shall be moved into the airlock that leads to the holding area. Workers in the washroom shall not enter this airlock.
- E. Containers and equipment shall be moved from the airlock and into the holding area by persons dressed in clean personal protective equipment, who have entered from the holding area.
- F. The cleaned containers of asbestos material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
- G. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
- H. Where the waste removal enclosure is part of the personnel decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.

**3.09 WORK AREA DECONTAMINATION, CLEANING, AND CLEARANCE PROCEDURES**

- A. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed unless modified by a Site Specific Variance.
- B. First Cleaning:
  - 1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.
  - 2. All surfaces in the Work Area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and may either be

decontaminated prior to removal from the Work Area or disposed of as asbestos waste.

3. The Abatement Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.
4. The Contractor shall then apply a thin coat of encapsulant to all surfaces in the Work Area that were not the subject of removal. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results. Encapsulants shall be pigmented or tinted to provide an indication for completeness of coverage. The Abatement Project Monitor shall determine adequacy of coverage.
5. After the encapsulant has been applied and the required waiting/settling and drying time has elapsed, the first layer of polyethylene sheeting shall then be removed and bagged.

C. Second Cleaning

1. All surfaces in the Work Area shall be HEPA vacuumed and then wet cleaned.
2. The Abatement Project Monitor shall conduct a second visual inspection of the Work Area for cleanliness.
3. After the required waiting/settling and drying time has elapsed, the second layer of polyethylene sheeting shall be removed and bagged

D. Third Cleaning

1. All surfaces in the Work Area shall be HEPA vacuumed and then wet cleaned.
2. The Abatement Project Monitor shall conduct a third visual inspection of the Work Area for cleanliness.
3. After the required waiting/settling and drying time has elapsed, aggressive final clearance air sampling shall then be conducted by the Environmental Consultant provided no visible asbestos debris/residue; pools of liquid, or condensation remains.
4. Upon receipt of satisfactory final clearance air sampling results, the negative air pressure equipment can then be shut down and the isolation and critical barriers removed. Following this, the decontamination enclosures shall be removed.

E. After isolation and critical barriers are removed, the Abatement Project Monitor and Contractor's Supervisor shall inspect the Work Area for cleanliness. If necessary, additional cleaning shall be performed by the Contractor as directed by the Abatement Project Monitor.

F. As a result of any visual inspection by the Asbestos Project Monitor or should air sampling results indicate high fiber levels, the Contractor will clean or reclean the affected areas at no additional expense to the Owner.

### **3.10 NON-FRIABLE FLOORING AND/OR MASTIC REMOVALS**

A. The following procedures may only be used for the removal of non-friable flooring and/or mastic materials using manual and chemical methods. These procedures shall not apply to beadblaster use or other abrasive abatement methods.

- B. The Contractor shall restrict access to the immediate area where tent removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- C. Remote personnel and waste decontamination enclosures may be utilized and shall be constructed at a location in accordance with the approved Work Plan.
- D. The Work Area shall be prepared per section 3.05, except that ceilings, walls, and floors need not be plasticized.
- E. Negative air shall be maintained at six (6) air changes per hour.
- F. OSHA compliance air monitoring is required per section 1.09.
- G. ACM removal shall follow procedures defined in section 3.07.
- H. Waste material shall be placed in properly labeled 6 mil plastic bags or other appropriate containers. The outside of the bags or containers shall be wet wiped and/or HEPA vacuumed before being passed into the airlock for double-bagging. The bags or containers shall then be transported to the waste storage container. All transportation of waste bags and containers outside the Work Area shall be in watertight carts.
- I. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed.
  - 1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.
  - 2. All surfaces in the Work Area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and shall be decontaminated prior to removal from the Work Area.
  - 3. The Asbestos Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.
  - 4. The Contractor shall then apply a thin coat of encapsulant to all non-removal surfaces covered with plastic in the Work Area. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results. Encapsulants shall be pigmented or tinted to provide an indication for completeness of coverage. The Asbestos Project Monitor shall determine adequacy of coverage.
  - 5. After the encapsulant has been applied and the required waiting/settling and drying time has elapsed, aggressive final clearance air sampling shall then be conducted by the Environmental Consultant.
  - 6. Upon receipt of satisfactory final clearance air sampling results, the isolation and critical barriers shall be removed. Following this, the decontamination enclosures shall be removed.

### **3.11 TENT ENCLOSURES**



- A. Tent enclosures may only be used where specifically permitted by Code Rule 56 or a Site Specific Variance issued by the NYS Department of Labor.
- B. The Contractor shall restrict access to the immediate area where tent removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- C. Remote personnel and waste decontamination enclosures shall be constructed. Configuration shall be as required by Project size. For tent enclosures with gross abatement of friable materials, a contiguous decontamination system shall be constructed, maintained and utilized, except for minor size tent enclosure work areas where a remote decontamination enclosure is permitted by Code Rule 56.
- D. The Work Area shall be precleaned. All objects and equipment that will remain in the restricted area during abatement shall be sealed with two layers of six mil polyethylene and tape.
- E. The tent shall be a single use barrier constructed with a rigid frame and at least two layers of six mil polyethylene unless one layer of six mil polyethylene is otherwise permitted by Code Rule 56. Tents with twenty (20) square feet or less of floor space or no gross removal of friable ACM shall be constructed of one (1) layer of six mil polyethylene and shall include walls, ceilings and a floor (except portions of walls, floors and ceilings that are the removal surface) with double folded seams. All seams shall be sealed airtight using duct tape and/or spray adhesive.
- F. The tent shall be constructed with at least one airlock for worker/waste egress.
- G. A monometer shall be used for all OSHA Class I abatement.
- H. Negative air shall be maintained at four (4) air changes per hour for non-friable and glovebag abatement tent enclosure work areas. Eight (8) air changes shall be maintained for friable gross removal tent enclosure work areas. In a Minor size abatement tent enclosure work area a HEPA vacuum may be used to maintain the required air changes.
- I. OSHA compliance air monitoring is required per section 1.09.
- J. ACM removal shall follow procedures defined in section 3.07.
- K. Waste material shall be placed in properly labeled 6 mil plastic bags or other appropriate containers. The outside of the bags or containers shall be wet wiped and/or HEPA vacuumed and shall then be placed in a second bag/container before being transported to the waste storage container. All transportation of waste bags and containers outside the Work Area shall be in watertight carts. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
- L. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed.

1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.
2. All surfaces in the Work Area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and shall be decontaminated prior to removal from the Work Area.
3. The Asbestos Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.
4. After the waiting/settling and drying time requirements have elapsed, aggressive final clearance air sampling shall then be conducted by the Environmental Consultant.
5. Upon receipt of satisfactory final clearance air sampling results, the tent shall be collapsed into itself, placed in suitable disposal bags, and transported to the waste decontamination enclosure. Isolation and critical barriers shall then be removed.

### 3.12 GLOVEBAG REMOVAL

- A. Glovebag removals may only be used as specifically permitted by Code Rule 56 or a Site Specific Variance issued by the NYS Department of Labor. Glovebags may only be used on piping.
- B. In addition to conformance with applicable regulations and variances, glovebag removals are only permitted to be conducted within tent enclosures complying with these specifications.
- C. The Contractor shall restrict access to the immediate area where tent/glovebag removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- D. Remote personnel and waste decontamination enclosures shall be constructed. Configuration shall be as required by Project size.
- E. Glovebag removals shall utilize commercially available glovebags of at least six mil thickness. Use shall be in accordance with the manufacturer's instructions and the following minimum requirements:
  1. The sides of the glovebag shall be cut to fit the size pipe being removed. Tools shall be inserted into the attached tool pocket.
  2. The glovebag shall be placed around the pipe and the open edges shall be folded and sealed with staples and duct tape. The glovebag shall also be sealed at the pipe to form a tight seal.
  3. Openings shall be made in the glovebag for the wetting tube and HEPA vacuum hose. The opening shall be sealed to form a tight seal.
  4. All glovebags shall be smoke tested by the Asbestos Project Monitor under negative pressure using the HEPA vacuum before removal operations commence. Glovebags that do not pass the smoke test shall be resealed and then retested.
  5. After first wetting the materials to be removed, removal may commence. ACM shall be continuously wetted. After removal of the ACM, the piping

- shall be scrubbed or brushed so that no visible ACM remains. Open ends of pipe insulation shall be encapsulated.
6. After the piping is cleaned, the inside of the glovebag shall be washed down and the wetting tube removed. Using the HEPA vacuum, the glovebag shall be collapsed and then twisted and sealed with tape with the ACM at the bottom of the bag.
  7. A disposal bag shall be placed around the glovebag that is then detached from the pipe. The disposal bag is then sealed and transported to the decontamination enclosure.
- F. After glovebag removals are complete, tent decontamination procedures shall be followed.

#### PART 4 DISPOSAL OF ASBESTOS WASTE

##### 4.01 TRANSPORTATION AND DISPOSAL SITE

- A. The Contractor's Hauler and Disposal Site shall be approved by the Owner's Representative.
- B. The Contractor shall give twenty-four (24) hour notification prior to removing any waste from the site. Waste shall be removed from the site only during normal working hours unless otherwise specified. No waste may be taken from the site unless the Contractor and Environmental Consultant are present and the Environmental Consultant authorizes the release of the waste as described herein.
- C. All waste generated as part of the asbestos project shall be removed from the site within ten (10) calendar days after successful completion of all asbestos abatement work.
- D. Upon arrival at the Project Site, the Hauler must possess and present to the Environmental Consultant a valid New York State Department of Environmental Conservation Part 364 Asbestos Hauler's Permit. The Environmental Consultant may verify the authenticity of the hauler's permit with the proper authority.
- E. The Hauler, with the Contractor and the Environmental Consultant, shall inspect all material in the transport container prior to taking possession and signing the Asbestos Waste Manifests.
- F. Unless specifically approved by the Owner, the Contractor shall not permit any off-site transfers of the waste or allow the waste to be transported or combined with any other off-site asbestos material. The Hauler must travel directly to the disposal site as identified on the notifications with no unauthorized stops.

##### 4.02 WASTE STORAGE CONTAINERS

- A. The Environmental Consultant shall verify that the waste storage container and/or truck tags (license plates) match that listed on the New York State Department of

Environmental Conservation Part 364 permit. Any container not listed on the permit shall be removed from the site immediately.

- C. The container shall be plasticized and sealed with two (2) layers of 6 mil polyethylene. Once on site, it shall be kept locked at all times, except during load out. The waste container shall not be used for storage of equipment or contractor supplies.
- D. While on-site, the container shall be labeled with EPA Danger signage:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD

- E. The New York State Department of Environmental Conservation Asbestos Hauler's Permit number shall be stenciled on both sides and back of the container.
- F. The container is not permitted to be loaded unless it is properly plasticized, has the appropriate danger signage affixed, and has the permit number appropriately stenciled on the container.

#### 4.03 ASBESTOS WASTE MANIFESTS

- A. The proposed asbestos waste manifest shall be submitted to the Owner's Representative prior to the start of the project for review and approval.
- B. The Manifest shall be completed by the Contractor and verified by the Environmental Consultant that all the information and amounts are accurate, and the proper signatures are in place.
- C. The Manifests shall have the appropriate signatures prior to any waste being removed from the site.
- D. Copies of the completed Manifest shall be retained by the Environmental Consultant and the Contractor and shall remain on site for inspection.
- E. Upon arrival at the Disposal Site, the Manifest shall be signed by the Disposal Facility operator to certify receipt of ACM covered by the manifest. The Disposal Facility operator shall return the original Manifest to the Contractor.
- F. The Contractor shall forward copies of the Manifest to the Owner's Representative within 14 days of the waste container being removed from the site. Failure to do so may result in payment being withheld from the Contractor.
- G. Originals of all waste disposal manifests shall be submitted by the Contractor to the Owner's Representative with the final close-out documentation.

END OF SECTION

## SECTION 31 00 00

### EARTHWORK

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes
  - 1. Excavation Requirements
  - 2. Stockpiling Materials
  - 3. Backfilling Requirements
  - 4. Compaction
  - 5. Field Quality Control
  - 6. Site Grading

##### 1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T 99, Standard Method of Test for Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop.
- B. ASTM International:
  - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>).
  - 2. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
  - 3. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
  - 4. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>).
  - 5. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
- C. New York State Department of Transportation (NYSDOT)
  - 1. Standard Specifications (US Customary Units), Volumes 1 to 4, January 1, 2021.

##### 1.3 SUBMITTALS

- A. Specification Section 01 33 00 – Submittal Procedures.
- B. Materials source (NYSDOT approved source or NYSDEC mining permit)

- C. Documentation that utilities were contacted prior to construction activities.

#### 1.4 QUALITY ASSURANCE

##### A. Pre-Construction Material Testing

1. Perform testing by the CONTRACTOR's validated testing facility. Submit qualifications of the CONTRACTOR's validated testing facilities. Do not permit work requiring testing until the CITY has approved the selected testing facility. The CITY reserves the right to request additional tests, and more frequent testing by the CONTRACTOR when there is a change (i.e. source or physical properties) in the material or when the materials do not comply with these Specifications at no additional cost to the CITY.
2. Submit results of the pre-construction testing of all materials to the ENGINEER and CITY at least ten days prior to delivery of materials to site.
3. Topsoil:
  - a. The CONTRACTOR shall conduct a minimum of one grain size test (ASTM D6913/D6913M), one soil classification (ASTM D2487), and analytical testing in accordance with NYSDEC DER-10 5.4(e) on a representative sample of each source material.
  - b. Analyze topsoil for percentage of nitrogen, phosphorus, potash, soluble salt, organic matter (loss by ignition), and pH value. One test per source of topsoil is required.

#### 1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

##### A. Excavated Material

1. Unsuitable and surplus excavated material and debris shall be disposed of by the CONTRACTOR at a New York State Department of Environmental Conservation (NYSDEC) permitted waste facility, selected by the City of Rome.

#### 1.6 DEFINITIONS

- A. The term "earth excavation" as herein defined shall be construed to mean all classes of material, wet or dry, and shall include so-called muck, hardpan, soft shale or slate, loose disintegrated or decomposed ledge rock, old macadam, topsoil, sod, masonry, and boulders up to ½ cubic yard in volume, all of which can be readily removed with a pick, trenching machine or backhoe equipment.
- B. Rock: Stone or hard bedrock in original ledge, boulders over two cubic yards in volume in open areas and one cubic yard in volume in trenches, that cannot be broken or removed by mechanical equipment such as hydraulic splitters, excavators, or heavy-duty ripping equipment, without the use of explosives or systematic drilling. The equipment must have at

least as much power as a Komatsu PC200 track mounted hydraulic excavator with a 42-inch tight tip radius rock bucket, rated at not less than 140 hp net horsepower with a bucket digging force of not less than 30,000 lbs and an arm crowd force of not less than 20,000 lbs determined according to ISO 9249 and ISO 6015.

- C. Partially weathered rock shall be defined as soil that maintains the apparent structure of bedrock, but can be excavated without use of the method defined in paragraph B above.

## 1.7 SITE CONDITIONS

### A. Protection of Property

1. Necessary arrangements shall be made by the CONTRACTOR with all persons, firms and corporations owning or using any poles, pipes, tracks or conduits, etc., affected by the construction included under this Contract to maintain and protect such facilities during construction. The cost of any such protection shall be paid by the CONTRACTOR.
2. Excavated materials that are not stockpiled for backfill or beneficial reuse shall be immediately removed from the site. The CONTRACTOR shall avoid depositing excavated material on pavements, sidewalks or grass plots, except with written authorization, and then only when adequate temporary provisions have been made for passage and protection of pedestrians and vehicles. Adequate bridging and planked crossings must be provided and maintained across all open trenches for pedestrians and vehicles.
3. The CONTRACTOR shall shore up or otherwise protect all fences, buildings, walls, walks, curbs or other property adjacent to any excavation that might be disturbed during the progress of the work. The CONTRACTOR shall be liable for any damage that may result to neighboring property from excavation, backfill or grading operations.

### B. Excavation Conditions

Not Applicable.

### C. Contaminated Materials:

1. The CONTRACTOR shall be prepared to manage and dispose of contaminated materials in accordance with Section 01 50 00 – Temporary Facilities and Controls - Section 1.17 Debris Control and Removal.
2. The CONTRACTOR shall inform the ENGINEER that work will be completed in delineated areas on the Contract Drawings so the ENGINEER may observe conditions.

### D. Groundwater and Stormwater:

1. It is not anticipated that the Contractor will be required to perform temporary dewatering of groundwater for the work.
2. The CONTRACTOR shall be responsible for managing stormwater runoff by directing flow away from excavations, ponding runoff for pump around, or removing runoff from excavations.

## PART 2 PRODUCTS

### 2.1 EQUIPMENT

- A. The selection of excavation, backfill, and compaction equipment is the CONTRACTOR's responsibility, but shall be subject to the approval of the ENGINEER.
- B. Compaction Equipment:
  - 1. Generally, the following shall apply for the type of material to be compacted.
    - a. Sheepsfoot rollers shall be used to compact clay and glacial till soils. The proper ballasted weight shall be determined such that the feet penetrate to their full length on a loose lift to be placed, and with further passes, compact the layer as required.
    - b. Pneumatic or vibratory rollers shall be used to compact sands and gravels. Pneumatic rollers shall have operating weights between 2,000 and 3,500 pounds per tire.
    - c. Smooth steel wheel, pneumatic tired or vibratory rollers shall be used to compact aggregate material. Smooth steel wheel rollers shall have a minimum weight of ten tons. Where possible, rock fill shall be compacted using a self-propelled vibratory steel drum roller weighing at least ten tons.
    - d. In confined areas, and adjacent to utilities, compaction shall be made using hand guided or remoted controlled mechanical vibratory plate tampers or rollers.
  - 2. In all cases, loads shall be adjusted to give the most suitable results for the material being compacted. For heavier, or more efficient types of approved compaction equipment, the minimum number of passes required on all portions of each successive layer shall be determined by the ENGINEER after appropriate field tests to evaluate the efficiency of the equipment have been made. However, layer thicknesses shall not, under any circumstances, exceed those specified.

### 2.2 MATERIALS

- A. Backfill
  - 1. Backfill shall be free from trash, frozen lumps, organic substances, rocks over four inches in diameter, or other materials which cannot be properly compacted. Physical properties shall be such that it can be readily spread and compacted.
  - 2. Backfill shall generally consist of clean imported material.
  - 3. Backfill shall be certified clean from an approved off-Site source. The backfill material shall also be a well-graded compactable granular soil, which is non-expansive and non-collapsible, and shall have less than 12% by weight passing the #200 sieve.
- B. Topsoil
  - 1. May consist of material stripped from onsite disturbance areas in accordance with Section 31 10 00 – Site Clearing.
  - 2. The term topsoil used herein shall mean a soil meeting the soil textural classes established by the USDA Classification System based upon the proportion of sand, silt, and clay size particles after passing a No. 10 (2 millimeter) sieve and subjected to a particle size analysis.
  - 3. The topsoil shall be analyzed for the textural classification based on the USDA Soils Manual with the following classes being acceptable:
    - a. Sandy loam, with not more than 80% sand;
    - b. Loam; and
    - c. Silt loam, with not more than 60% silt
  - 4. The topsoil shall be analyzed for total organic content (TOC) using the USDA-approved



methodology for measuring organic matter by loss-on-ignition of oven dried samples. The samples shall be heated to 400 degrees centigrade (°C) for ignition and measured at 105°C for loss. The samples shall not contain less than 20% nor more than 60% organic matter

5. The topsoil shall be analyzed for the content of the nutrients nitrogen (N), phosphorus (P), and potassium (K) using the Morgan Soil Test or accepted alternative. The sample shall have a nutrient content within the following ranges:
  - a. N – 15-35 ppm
  - b. P – 20-30 ppm
  - c. K – 100-160 ppm
6. If soil does not meet the required nutrient levels, a method for amendment must be submitted, for approval, to the Engineer prior to acceptance.
7. All off-site soil shall be sampled for contaminants of concern and deemed acceptable by the Environmental Professional, unless the imported material is from a certified clean source (e.g. no evidence of historical impacts such as reported spill events, visual impacts, or other indicators of chemical or physical contamination). If testing is necessary, the Contractor must provide access to every soil import location, where sample frequency is per DER-10 Table 5.4(e)10

| <b>Table 5.4(e)10</b>  |  |   |  |
|--|--|---|--|
| <b>Recommended Number of Soil Samples for Soil Imported To or Exported From a Site</b> |  |   |  |
| <b>Contaminant</b>   | <b>VOCs</b>  | <b>SVOCs, Inorganics &amp; PCBs/Pesticides*</b> |  |
| <b>Soil Quantity (cubic yards)</b>   | <b>Discrete Samples</b>  | <b>Composite</b>                                | <b>Discrete Samples/Composite</b>  |
| 0-50   | 1  | 1   | 3-5 discrete samples from different locations in the fill being provided will comprise a composite sample for analysis |
| 50-100   | 2  | 1   |  |
| 100-200  | 3  | 1   |  |
| 200-300  | 4  | 1   |  |
| 300-400  | 4  | 2   |  |
| 400-500  | 5  | 2   |  |
| 500-800  | 6  | 2   |  |
| 800-1000   | 7  | 2   |  |
| 1000   | Add an additional 2 VOC and 1 composite for each additional 1000 Cubic yards or consult with DER |   |  |

\*PFOA and PFOS are considered semi-volatile compounds, so composite samples are appropriate for these compounds when sampling in accordance with DER-10, Table 5.4(e)10.

8. The topsoil to be furnished by the Contractor shall be loose and friable and free from refuse, stumps, roots, brush, weeds, rocks and stones over 1 1/4 inches (30 millimeters) in diameter. The topsoil shall also be free from any material that will prevent the formation of a suitable seedbed or prevent seed germination and plant growth.
9. The Contractor shall notify the Engineer of the location from which he proposes to furnish topsoil to the project at least 15 calendar days prior to delivery.
10. The topsoil and its source shall be inspected, analytically tested, and approved by the Engineer before the material is delivered to the project. Any material delivered to the project, which does not meet specifications or which has become mixed with undue amounts of subsoil during any operation at the source or during placing and spreading, will be rejected and shall be replaced by the Contractor with acceptable material.

## PART 3 EXECUTION

### 3.1 WORK AREAS

- A. Unless otherwise approved by the CITY/ENGINEER, the CONTRACTOR shall stockpile soil, store equipment and materials, and establish temporary facilities only in the designated staging areas. Unless otherwise approved by the CITY/ENGINEER, the CONTRACTOR shall keep all construction activities, including equipment transportation, within the project site. Any damage to utilities, structures, or vegetation outside of the project site will be corrected at the expense of the CONTRACTOR.

### 3.2 EXAMINATION

- A. Verify existing plant life designated to remain is tagged or identified.
- B. It shall be the CONTRACTOR's responsibility to investigate the actual conditions existing at the site. No extras will be allowed for any excavations, imported fill, disposal of excess excavated material or material unsuitable for grading, nor for any conditions which would have been foreseen by thorough examination of the site, the Contract Drawings or these Technical Specifications.
- C. Work shall be performed during dry weather periods, except as noted below. Performing work during wet conditions could make the soil slow to dry and thus significantly retard the progress of grading and compaction activities. Concrete removal and excavation may be performed during wet weather periods.

### 3.3 PROTECTION

- A. Prevent displacement of loose soil or rock from falling into excavation; maintain soil and/or rock stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- C. Protect benchmarks, survey control points, and existing structures from damage or displacement.
- D. Protect trees, plant growth, and features designated to remain, as final landscaping.
- E. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

### 3.4 EXCAVATION PREPARATION

- A. The site will be cleared and grubbed as necessary to perform the work and as specified in Section 31 10 00 – Site Clearing.
- B. The CONTRACTOR shall furnish all labor, materials, tools, equipment, services and incidentals necessary to perform all excavation, backfilling, compacting and grading for site restoration.

- C. It shall be the CONTRACTOR's responsibility, prior to performing excavations, to determine the presence and location of any underground utilities that may be affected by excavations. Any damage caused by the CONTRACTOR's failure to make this verification and/or determination shall be repaired at no cost to the CITY. When work is being conducted in areas, if any, where there are underground obstructions, the CONTRACTOR shall:
1. Call Dig Safely New York at 811 and receive clearance not less than three working days before performing Work.
  2. Coordinate with the appropriate owner of each utility regarding the scope and schedule for utility relocation, in-place protection, or abandonment. Notify owners of pipes, cable, and/or other utilities 48 hours in advance of any excavation work. Underground utilities shall be located and exposed by the CONTRACTOR. Documentation shall be submitted to the CITY/ENGINEER showing notification to owners of buried utilities.
  3. Preserve intact any existing underground pipes, culverts, or other utilities encountered during trenching and backfill operations. Hand excavation shall be required within one foot of any fiber optics, telecommunication, gas, or signal lines and within six inches of any sewer or water lines. If excavation beneath utility lines is required, the utility lines shall be supported as recommended by the owner of the utility, until proper backfill has been replaced beneath them. If any utilities or other structures are damaged or broken by the CONTRACTOR, they shall be replaced or repaired, at the CONTRACTOR's expense, as soon as is practical. Once replaced or repaired, the condition of utilities or structures damaged by the CONTRACTOR shall be at least equal to the condition they were in before the disturbance.

### 3.5 EXCAVATION SAFETY

- A. The safety of all excavations shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall implement procedures consistent with CFR 29 Part 1926, Subpart P and New York Department of Labor Industrial Code Rules, as necessary, to ensure safety of personnel in the vicinity of the excavations and to prevent damage to adjacent property, pavements, utilities, or structures.
- B. Excavation limits are for the purpose of identifying areas that work is to be performed only, and do not necessarily represent safe limits. All excavations shall be free of overhangs, and the sidewalls shall be kept free of loose material. As a minimum, the CONTRACTOR shall slope all excavations to prevent these conditions.
- C. Complete restoration of all obstructions moved or removed to accommodate construction equipment or to facilitate work, shall be required.
- D. Should the CONTRACTOR encounter subsurface and/or latent conditions at the site materially differing from those described in these Technical Specifications the CONTRACTOR shall immediately give written notice to the ENGINEER of such conditions, before they are disturbed, the ENGINEER shall promptly investigate the conditions and if he finds that a change in design and/or specifications is necessary and such change is implemented.

### 3.6 EXCAVATION

- A. The CONTRACTOR shall perform all excavation the lines and grades indicated on the Contract Drawings.

- B. The excavated material shall be handled in such a manner as to cause a minimum of inconvenience to public travel and to permit safe and convenient access to public and private property along the line of Work.
- C. Existing Utilities:
  - 1. At intersections and elsewhere, where there are existing services, such as water mains, gas lines, electric conduits, etc., the CONTRACTOR shall perform exploratory excavations via "Soft dig" techniques to determine location and depth of existing utilities crossing the proposed sanitary sewer a sufficient time in advance of the construction of the proposed work to definitely determine the line and elevation of the existing structures with reference to the new work so that, if required, change in line and/or grade can be made in the new work.
- D. Excavation shall be made to such widths as will give suitable room for removal of existing structures to be removed, and to find and protect existing utilities. The bottom of the excavations shall be rendered firm and dry and in all respects acceptable to the ENGINEER.
- E. Excavation and dewatering shall be accomplished by methods that preserve the undisturbed state of subgrade soils. Subgrade soils that become soft, loose, "quick", or otherwise unsatisfactory for support of structures as a result of inadequate excavation, dewatering or other construction methods shall be removed and replaced by concrete or Granular Fill as required by the ENGINEER at the CONTRACTOR's expense.
- F. Excavations shall be completed to the depth and dimensions necessary for the proper installation of all work as detailed on the Contract Drawings.
- G. Unless specifically directed by the ENGINEER, excavations shall not be made below the elevations indicated on the Contract Drawings. Where any unauthorized excavation is made below the grades indicated, the excavations shall be restored to the proper elevations with compacted, well graded granular foundation material or flowable fill, at no additional expense to the CITY. In any event, the operations necessary to correct an excess of excavation shall meet with the consent of the ENGINEER.

### 3.7 STOCKPILING

- A. Stockpile materials within areas approved by CITY.
- B. Separate differing materials with dividers or stockpile apart to prevent mixing.
- C. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- D. Stockpile shall be covered when not in use.

### 3.8 PREPARATION FOR BACKFILL

- A. Verify fill foundation has been contoured and compacted. Repair or replace items indicated to remain if they are damaged by excavation.
- B. Work shall be performed during dry weather periods. Performing work during wet conditions could make the soil slow to dry and thus significantly retard the progress of grading and compaction activities.
- C. Compact subgrade to non-yielding condition and to density requirements for subsequent backfill materials.
- D. Cut out soft areas of subgrade not capable of compaction in place. Backfill with clean fill material and compact to density equal to or greater than requirements for subsequent fill material.
- E. When material varies from optimum moisture content, it shall be treated in the following manner. When a deficiency in moisture content exists, the material shall be watered and thoroughly mixed until optimum moisture content is attained. When an excess in moisture content exists, the material shall be worked and aerated until optimum moisture content is attained.
- F. Any large rocks encountered during the subgrade preparation process which constitute as a hazard, due to size or protrusion from the finished subgrade, shall be removed and disposed of as directed by the ENGINEER.
- G. The finished subgrade surface shall be firm and uniform, true to grade and cross-section, and shall be approved by the ENGINEER before placing subsequent material thereon. Subgrade that does not conform to the requirements as to grade, cross section, moisture content or density shall be reworked until such requirements are met. Bedrock subgrade shall be free of voids larger than two inches in width. When voids with a width greater than two inches are encountered, they shall be filled with a cement-sand grout or flowable fill to match the surrounding subgrade line and grade.

### 3.9 BACKFILL

- A. All excavations shall be backfilled as soon as practical.

- B. The method and degree of compacting backfill will be governed by the type of material and the extent to which any subsequent settlement can be permitted.
- C. Backfilling shall be done with sound material, free from waste, objectionable organic matter, rubbish, boggy or other unsuitable materials. No frozen material shall be used for backfilling. Under no conditions will the CONTRACTOR be permitted to place material that is frozen, or place fill material on frozen ground.
- D. Backfilling shall begin as soon as practicable after structures and pipelines have been installed, inspected, and tested as required. Material for bedding and backfill shall be as shown on the Contract Drawings and as specified in Section 31 00 00 - Earthwork.
- E. Backfill shall be placed in uniform horizontal layers and shall be tamped or otherwise consolidated as the work progresses. In no case shall the consolidated layers of backfill be more than twelve inches in depth. Lumps of earth shall be broken up and if there are any stones or lumps that cannot be readily broken up, they shall be distributed throughout the mass so that all interstices are solidly filled with fine materials.
- F. The remaining upper portion of the trench may be backfilled by machine, but the work shall be done in such a way as to prevent dropping of material directly on top of the conduit or pipe through any great vertical distance exceeding two feet.
- G. Backfill should be placed in maximum lifts of 12 inches of loose material while backfilling and lifts shall not exceed six inches of loose material in confined areas.

### 3.10 COMPACTION OF MATERIALS

- A. It shall be the CONTRACTOR's responsibility to properly place and compact all materials and to correct any deficiencies resulting from insufficient or improper compaction of such materials. The CONTRACTOR shall determine the type, size and weight of compactor best suited to the work at hand, select and control the lift (layer) thickness, exert proper control over the moisture content of the material, and other details necessary to obtain satisfactory results.
- B. Compaction shall be continuous over the entire area, and compaction equipment shall make sufficient passes so that the specified minimum density has been achieved throughout the entire backfill.
- C. Maintain optimum moisture content of Backfill materials to attain required compaction density. When material varies from optimum moisture content, it shall be treated in the following manner. When a deficiency in moisture content exists, the material shall be watered and thoroughly mixed until optimum moisture content is attained. When an excess in moisture content exists, the material shall be worked and aerated until optimum moisture content is attained.
- D. Compaction shall be completed with sheepsfoot roller, segmented steel wheeled rollers, pneumatic tired rollers, smooth drum steel rollers, vibratory rollers, or other suitable types of compaction equipment.

- E. Compaction Requirements:
  - 1. Backfill material shall be compacted to a minimum of 95% of the maximum dry density and within two percent above or below the optimum moisture content value (ASTM D698).
  - 2. Material that is shown to be less than the required maximum dry density shall be reworked by the CONTRACTOR and retested until the material meets the compaction requirement at no additional cost to the CITY.

### 3.11 FIELD QUALITY CONTROL

- A. Employ a Professional Geotechnical Engineer licensed in the State of New York to perform compaction testing.
- B. CONTRACTOR's independent Geotechnical Engineer shall test fill materials in accordance with the following:
  - 1. Material Test: ASTM D6913, D4318, and D698, one per 500 CY of imported material.
- C. When tests indicate Work does not meet specified requirements, continue compactive effort and retest.

### 3.12 SITE GRADING

- A. The CONTRACTOR shall perform all grading work indicated on the Contract Drawings or specified. The surface area of the site, including all excavations, cuts, fills and embankments, shall be finished to the lines, grades and cross-sections shown on the Plans, and shall be cleaned of all loose material.
- B. Grading in preparation for placing of topsoil shall be performed at all locations indicated on the Contract Drawings, to the lines and grades shown and as directed by the ENGINEER. During the course of grading, the subgrade shall be maintained in such condition that it will be well drained at all times.
- C. If at the time of grading it is not possible to place any material in its proper section of the permanent structure, it shall be stockpiled in approved areas for later use.
- D. Rough grading shall be stopped six inches below final grade and leveled off, and topsoil shall be placed and finished to final grade.
- E. The disturbed areas shall be finish graded. Any roots, rocks larger than three inches in size, or other undesirable material shall be removed from the surface immediately and the surface shall be prepared for vegetative stabilization. All cut and fill slopes shall be uniformly dressed to the slope, cross-section and alignment shown on the Contract Drawings or as directed by the ENGINEER.
- F. Perform grading operations as shown on the Contract Drawings so that the ground surface will be well-drained at all times. Maintain benching and drainage ditches and keep them open and free from soil, debris, and leaves until final acceptance of the Work. Finish all grading on neat, regular lines conforming to the sections, lines, grades, and contours shown on the Contract Drawings, or if not shown, in accordance with the criteria set forth herein. Perform the grading work in proper sequence with all other associated operations.

- G. The CONTRACTOR shall replace all surface material, and restore paving, curbing, sidewalks, gutters, fences and all other items that were disturbed by the construction so that they shall be equal to the original condition.

### 3.13 TOPSOIL

- A. Topsoil shall be placed on all other disturbed areas prior to seeding and site restoration activities.
- B. On areas to receive topsoil, the compacted subgrade soil shall be scarified to a minimum depth of 4-inches for bonding of topsoil with subsoil.
- C. Topsoil shall be spread evenly to a minimum thickness of six inches and graded to the elevation and slopes indicated on the Contract Drawings.
- D. Topsoil shall not be spread when frozen or excessively wet or dry.
- E. Compact using excavator or other equipment to a uniformly consistent moderate density. Avoid a loose condition of topsoil and avoid over-compacting topsoil. Compaction testing is not required.
- F. Seed finished areas within seven days in accordance with Section 32 92 19 – Seeding to prevent erosion and dust. CONTRACTOR shall restore any eroded areas to existing contours and elevations prior to seeding.

### 3.14 GRADING TOLERANCES

- A. The surface elevation shall be: Plus or minus 0.2 feet.
- B. The grading slope shall be: Plus or minus 0.5%.
- C. Placed material not conforming to the specified tolerance limits shall be removed and replaced as directed by the ENGINEER at no additional cost to the CITY.

### 3.15 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

### 3.16 SPOILING

- A. Spoil excess excavated material not used as backfill in locations approved by the CITY.
- B. Coordinate with the CITY and ENGINEER for placement of spoil. CONTRACTOR shall stake perimeter of spoil sites for CITY and ENGINEER approval prior to placing fill.
- C. Spoil thickness shall be no greater than five feet.
- D. Prevent erosion and migration of spoiled material by use of best management practices.



- E. Compact spoil with a minimum of one pass with dozer or fully loaded scraper, or equivalent. Maximum thickness of a layer or lift prior to compaction shall be 18 inches.

### 3.17 FUGITIVE DUST CONTROL

- A. CONTRACTOR shall implement fugitive dust control measures as necessary during all phases of the work.
- B. CONTRACTOR shall apply water to suppress dust.

### 3.18 PROTECTION OF FINISHED WORK

- A. CONTRACTOR shall properly grade area to prevent erosion.
- B. Prohibit construction traffic over finished Backfill.
- C. Reshape and re-compact fills subjected to vehicular traffic.
- D. Drainage of surface water shall be controlled to avoid damage to adjoining properties or to finished work on the site.
- E. CONTRACTOR shall take appropriate measures to prevent erosion of freshly graded areas until such time as permanent drainage and erosion control features have been established.
- F. CONTRACTOR shall seed disturbed areas that receive topsoil in accordance with Section 32 92 19 – Seeding. Seeding of critical slope areas shall be completed within 48 hours of final grading.

END OF SECTION

## SECTION 31 10 00

### SITE CLEARING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Clearing Trees and Vegetation in Work Areas.
  - 2. Topsoil Stripping.
  - 3. Asphalt Removal.
  - 4. Asphalt Subbase removal.
  - 5. Disposal of Debris from Clearing Work.

##### 1.2 REFERENCES

- A. Work activities shall be performed in general compliance with American National Standards Institute (ANSI) Z-133: American Standard of Tree Worker Safety, and ANSI A300: Standard Practices for Trees, Shrubs, and Other Woody Plant Maintenance.

#### PART 2 PRODUCTS - Not Used.

#### PART 3 EXECUTION

##### 3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.
- C. Identify waste and stockpile areas for placing removed materials.

##### 3.2 PREPARATION

- A. Call Dig Safely New York at 811 and receive clearance not less than two full working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.
  - 2. Comply with additional requirements presented in Section 31 00 00 – Earthwork.

##### 3.3 PROTECTION

- A. Locate, identify, and protect utilities from damage unless drawings indicate otherwise or the CITY approves their removal.
- B. Protect benchmarks, survey control points, and existing structures from damage or displacement.

- C. Protect trees not shown to be removed on the Drawings, unless approved otherwise by ENGINEER.

### 3.4 CLEARING AND GRUBBING

- A. Areas to be excavated and filled shall be first cleared and grubbed. Clearing shall consist of removal above the ground surface of trees, stumps, brush, bushes, and similar debris. Grubbing shall consist of removal of stumps, roots, buried logs, and other unsuitable material and shall be performed in areas to be graded.
- B. Clear trees and vegetation as required for access to site and execution of Work to the existing ground surface as directed by CITY/ENGINEER. Do not clear trees without CITY/ENGINEER approval.
- C. Roots two (2) inches in diameter or greater shall be removed to a depth of at least 12 inches below ground.

### 3.5 TOPSOIL

- A. Section 31 00 00 - Earthwork.
- B. Prior to all earthwork activities, but after clearing as defined above, strip topsoil and store in a separate stockpile for reuse and final dressing of finished earthwork. Stripping shall consist of removal of weeds, grasses, topsoil, organic soil, or other vegetation not removed during clearing operations.
- C. Topsoil should be removed in accordance with the Contract Drawings. The CITY or ENGINEER may ask the CONTRACTOR to strip additional soil in order to remove all organic soil.
- D. Topsoil shall be stockpiled for future use in re-vegetating exposed slopes and disturbed areas.
- E. Topsoil containing sod and plant matter shall be thoroughly mixed, until homogeneous, before final reuse.
- F. Topsoil shall be kept separate from other backfill material and shall not be used in structural fills or structural fill areas.

### 3.6 DEBRIS REMOVAL

- A. Do not burn or bury materials on site, unless specifically stated otherwise. Leave site in clean condition.
- B. Removed items shall become the property of the CONTRACTOR and shall be disposed of by the CONTRACTOR according to state and local regulations unless otherwise stated by the CITY.

END OF SECTION

## SECTION 31 25 00

### EROSION AND SEDIMENTATION CONTROLS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Wattles
  - 2. Inlet Protection

##### 1.2 REFERENCES

- A. New York State:
  - 1. Standards and Specifications for Erosion and Sediment Control (current edition).
  - 2. Stormwater Design Manual (current edition).
  - 3. New York State Department of Transportation (NYSDOT) Standard Specifications (current edition).

##### 1.3 SUBMITTALS

- A. Specification Section 01 33 00 – Submittal Requirements.
- B. Product Data: Silt fence fabric and materials.
- C. Manufacturer's Certificate: Certify silt socks/wattles/haybales, inlet protection meet or exceed New York State Erosion, Sediment & Stormwater requirements.

##### 1.4 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. The excavation, grading, and moving of soil materials shall be scheduled to minimize to the extent practical, the size of areas that will be unprotected from erosion. Disturbed areas shall be restored according to the Technical Specifications and Contract Drawings, as soon as is feasible.
- C. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- D. Silt fences or other erosion control devices shall be installed as necessary to minimize and control erosion during and subsequent to construction. Erosion controls shall remain in place during the entire construction period or as otherwise specified. The CONTRACTOR shall:
- E. Protect the work from erosion. Erosion of embankments, cuts, and natural slopes that occurs during construction of the project shall be repaired by the CONTRACTOR at his expense.

- F. Protect downstream and adjacent properties, drainage channels, and streams from damage due to erosion resulting from project construction operations.

## PART 2 PRODUCTS

### 2.1 SILT FENCE, STAKES AND POSTS

- A. Wood, metal, or synthetic posts may be used. Softwood post shall be 1½" x 3½", hardwood post shall be at least 1¼" x 1¼", steel post shall be "T" or "L" shaped in cross section, with a minimum weight of 1.33lbs./ft.
- B. Posts shall be a minimum of 4' long and shall be spaced a maximum of 4 feet apart unless otherwise recommended by the manufacturer.
- C. Furnish posts to meet the minimum requirements in the NYSDOT Standard Specifications, Section 209-2.06.

### 2.2 WATTLES

- A. Materials: Agricultural Straw Tubular Netting Typical Wattle Sizes:
- B. Nominal Diameter 9.0 in 12.0 in 20.0 in Minimum Diameter 8.5 in
- C. Length (± 10%) 25.0 ft
- D. Weight (± 10%) 50.0 lb/cf
- E. Description: Straw Wattles are tubular products consisting of agricultural straw fibers encased in tubular netting. Physical Properties: Fiber: Agricultural Straw Net Configuration: Totally encased.

## PART 3 EXECUTION

### 3.1 INSTALLATION OF EROSION CONTROLS

- A. Protect downstream and adjacent properties, drainage channels, and streams from damage due to erosion resulting from project construction operations.
- B. Provide EROSION CONTROLS where shown on the Contract Drawings or as directed and where necessary to minimize erosion and sediment runoff as described in the CONTRACTOR'S approved E&SC Plan as a temporary structural practice.
- C. Install silt fences to retain sediment prior to initiating each phase of work where erosion would occur in the form of sheet and rill erosion (e.g. clearing and grubbing, excavation, embankment, and grading).
- D. Place silt fence parallel with grading contour.
- E. The ends of the fence shall be extended up slope to prevent water from flowing around ends of the fence.

### 3.2 REMOVAL OF MATERIALS

- A. Following completion of the project, all materials shall be removed from the Site once turf/vegetation has been established.

### 3.3 MAINTENANCE

- A. Maintain the erosion and sediment control measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, and repair of erosion and sediment control measures. Use the following procedures to maintain the protective measures.
  - 1. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment control are in good working order.

### 3.4 INSPECTIONS

#### A. General

- 1. Inspect disturbed areas of the construction site; areas that have not been finally stabilized; areas used for storage of materials; areas exposed to precipitation, stabilization practices, structural practices, other controls; and areas where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces 0.5 inches or more rainfall at the site, or as required. Once disturbed areas have been stabilized, the inspection schedule may be relaxed to once every month with the Owner's approval.

#### F. Inspections Details

- 1. Inspect disturbed areas and areas used for material storage that are exposed to precipitation for evidence of, or the potential for, sediment entering the drainage system. Observe erosion and sediment control measures to ensure that they are operating correctly. Inspect discharge locations or points to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Inspect locations where vehicles exit the site for evidence of offsite sediment tracking.

#### G. Inspection Reports

- 1. For each inspection conducted, prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, maintenance performed, and actions taken. A copy of the inspection report shall be maintained on the job site and furnished to Owner upon request.

### 3.5 CLEANING

- A. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- B. Do not damage structure or device during cleaning operations.
- C. Do not permit sediment to erode into construction or site areas or natural waterways.

END OF SECTION

## SECTION 32 92 19

### SEEDING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes
  - 1. Seeding.
  - 2. Mulching.
  - 3. Maintenance.

##### 1.2 SUBMITTALS

Submittal Section 01 33 00 - Submittal Requirements.

- A. Delivery schedule of all materials.
- B. Written calendar time period for the vegetation establishment period. When there is more than one vegetation establishment period, describe the boundaries of the vegetated area covered for each period.
- C. Prior to delivery of materials, certifications that materials meet requirements specified.
- D. Seed reports - mixture, percent pure live seed, minimum percent germination and hard seed, maximum percent weed seed content, date tested and state certification.
- E. Fertilizer - chemical analysis, composition percent.
- F. Mulch - chemical analysis, composition percent.
- G. Product data, manufacturer's specifications and recommended application rates shall be submitted and approved prior to scheduling delivery.

##### 1.3 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.

##### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- B. Except for bulk deliverables, materials shall not be dropped or dumped from vehicles. Materials shall be handled so as to prevent damage.
- C. Materials will be inspected upon arrival by ENGINEER for conformance to specifications.

- D. Materials shall be stored in areas that provide protection from damage. Seed shall be stored in a cool, dry location away from contaminants.
- E. Seed and fertilizer will be stored in cool, dry locations away from contaminants.
- F. Chemical treatment materials will not be stored with other landscape materials.

1.5 GUARANTEE

- A. Vegetative growth shall be guaranteed for one year from the date of final completion.
- B. At the end of the guarantee period, any dead, unhealthy or badly impaired areas shall be replaced.
- C. All replacements shall be in kind and at no additional cost to the CITY.

PART 2 PRODUCTS

2.1 SEED MIXTURE

- A. State-approved seed of the latest season’s crop shall be provided in original sealed packages bearing the producer’s guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material.
- B. Labels shall be in conformance with AMS-01 and applicable state seed laws.
- C. Seed mixtures shall meet the requirements of NYSDOT Standard Specifications Section 713-04.
- D. Seed Mixtures—All species and their cultivars or varieties must be disease and insect resistant, not considered noxious or invasive, guaranteed hardy and adapted for the locality, and among the top 25% of commercially-available seed types as rated by NTEP (National Turfgrass Evaluation Program). Approved manufacturers:  
<https://www.dot.ny.gov/divisions/engineering/technical-services/technical-services-repository/alme/pages/71304.pdf>
  - 1. Lawn Seed Mix for disturbed residential lawn areas shall meet NYSDOT Standard Specification requirements for Lawn Seed Mix defined in Section 713-04.
    - a. Lawn Seed Mix shall consist of the following seed mixture:

| Common Name   | Scientific Name           | Percent |
|---|---------------------------|---------|
| Kentucky Bluegrass (3 var. mix)                     | <i>Poa pratensis</i>      | 15-40   |
| Fine Fescue (2 var. min. must include creeping red) | <i>Festuca rubra var.</i> | 30-50   |
| Perennial Ryegrass (2 var. min)                     | <i>Lolium perenne</i>     | 15-40   |
| Annual Ryegrass                                     | <i>Lolium multiflorum</i> | 5-15    |





## 2.5 MULCH

- A. Mulch for turf establishment and erosion control shall meet NYSDOT Standard Specification requirements for either Type I Wood Fiber Mulch, Type II Cellulose Mulch, Type III Cellulose and Wood Fiber Mulch Blend, Type IV Cotton Hydro Mulch, or Type V Pelletized Hydro Mulch defined in Section 713-11.
- B. Mulch shall be spread over all non-critical seeded areas.
- C. Mulch shall be free from weeds, mold, and other deleterious materials.

## PART 3 EXECUTION

### 3.1 SEEDING CONDITIONS

- A. Seeding operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the Work shall be stopped when directed. When special conditions warrant a variance to the seeding operations, proposed times shall be submitted to and approved by the ENGINEER.
- B. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped when directed by the ENGINEER.
- C. When special conditions warrant a variance to the seeding operations, proposed times shall be submitted to and approved by the ENGINEER.
- D. If permanent seeding cannot be completed within the dates specified in NYSDOT Standard Specifications requirements of Table 610-1 Sodding Seasons for U.S. Department of Agriculture R1, install temporary seed and mulch in accordance with NYSDOT Standard Specifications 209-3.03. If neither permanent nor temporary seeding can be installed within the recommended seeding periods, use temporary mulching or erosion control blanketing to protect the site and delay seeding until the next recommended seeding period.

### 3.2 PREPARATION

- A. Identify all areas that will require seeding. This includes all disturbed areas.
- B. Verify prepared soil base is ready to receive the Work of this section.
- C. Prepare seeding surface to a smooth and equipment- track-free surface.
- D. Fertilization shall be performed in accordance with NYSDOT Standard Specification Section 610-3.06 – Soil Amendments.
  - 1. Distribute fertilizer evenly over the surface of the soil in areas to be seeded as shown on the Contract Drawings or as directed by the ENGINEER. Fertilize with 600 pounds of 10-10-10 (N-P<sub>2</sub>O<sub>5</sub>-K<sub>2</sub>O) per acre (14 pounds per 1,000 square feet). Any application method that will ensure an even distribution will be acceptable.

- E. Tillage:
  - 1. Soil on slopes gentler than 3:1 (horizontal to vertical) shall be tilled to a minimum depth of four inches.
  - 2. On slopes between 3:1 and 1:1, the soil shall be tilled to a minimum depth of two inches by scarifying with heavy york rakes or other method.
  - 3. Rototillers shall be used where soil conditions and length of slope permit.
  - 4. On slopes 1:1 and steeper, no tillage is required.

### 3.3 SEEDING

- A. Sow grass seed in accordance with NYSDOT Standard Specifications requirements of Table 610-1 Sodding Seasons for U.S. Department of Agriculture R1, unless otherwise approved by ENGINEER.
- B. Prior to seeding, any previously prepared seedbed areas compacted or damaged by interim rain, traffic, or other cause, shall be reworked to restore the ground condition previously specified. Seeding operations shall not take place when the wind velocity exceeds five miles per hour and will prevent uniform seed distribution.
- C. Seed shall be uniformly drill seeded. Evenly distribute the seed by sowing equal quantities in two directions at right angles to each other and crossing over each other. Seed shall be uniformly drilled to an average depth of 1/2 inch and at the rates specified using equipment having drills not more than 6-1/2 inches apart. Row markers shall be used with the drill seeder.
- D. Application Rates:
  - 1. Lawn Seed Mix: 30 pounds (lbs.) per acre
  - 2. Highland Terrace Seed Mix: 20 lbs. per acre
  - 3. General Roadside Seed Mix: 30 lbs. per acre
- E. Immediately after seeding, except for slopes 3-horizontal-to-1-vertical and greater, the entire area shall be firmed with a roller not exceeding 90 pounds for each foot of roller width. Areas seeded with seed drills equipped with rollers shall not be rolled.
- F. Water all seeded areas until grass is well established, as described in Section 3.6.
- G. Do not seed shoreline areas in excess of that which can be covered with Erosion Control Blanket on same day.
- H. Do not seed immediately following rain, when ground is too dry, or when winds are over 12 mph.

### 3.4 CRITICAL AREA SEEDING

- A. Critical areas are all areas with a slope greater than 4:1.
- B. Critical areas shall be seeded within 48 hours of final grading.

### 3.5 MULCHING

- A. Mulching shall be performed on the same day as seeding. The CONTRACTOR shall use prairie hay fixed in place with mechanical anchoring on all slopes less than 4:1.
- B. Mulch shall be spread uniformly at the rate of two tons per acre. Mulch shall be spread by hand, blower-type mulch spreader or other approved method. Mulching shall be started on the windward side of relatively flat areas or on the upper part of a steep slope and continued uniformly until the area is covered. The mulch shall not be bunched.
- C. Immediately following spreading, the mulch shall be anchored to the soil by a scalloped-disk land packer designed to force mulch into the soil surface, or other suitable equipment approved by the ENGINEER. Mulch that is not anchored to the soil will be rejected.

### 3.6 SEED PROTECTION

- A. Immediately after seeding, the area shall be protected against traffic or other use by erecting barricades and providing signage as required, or as directed by the ENGINEER.

### 3.7 VEGETATION ESTABLISHMENT PERIOD

- A. Seeded areas shall be watered at a minimum as follows:
  - 1. Water twice a day (to apply a minimum of ¼ inch per watering event) for seven days to promote seed germination, then
  - 2. Water once a day (to apply a minimum of ¼ inch per watering event) for seven days, then
  - 3. Water three times a week to apply a minimum of 1 inch per week for an additional 28 days.
  - 4. Skip the next watering event if a rain event occurs that is greater than the amount to be applied during that water event.
- B. Control growth of weeds. Apply herbicides to seeded areas. Remedy damage resulting from improper use of herbicides. Manually or mechanically remove weeds from seeded areas or complete weed removal by other methods in these areas as approved by ENGINEER.
- C. Control pests that may hinder vegetation establishment.
- D. Immediately reseed and water areas showing bare spots.
- E. Repair washouts or gullies.
- F. Vegetation Establishment Period execution shall continue until:
  - 1. Minimum watering events have been completed.
  - 2. Vegetative cover is established over 95 percent of seeded areas.
  - 3. Not more than five percent of areas with bare spots larger than one square foot.
  - 4. Less than 15 percent invasive species are present at areas vegetated by CONTRACTOR.
  - 5. Written approval by ENGINEER.
- G. If vegetation establishment is inadequate as determined by the ENGINEER, the CONTRACTOR shall follow up with a single visit, within two weeks, to add soil in rills as determined necessary at the time, prepare seed bed, seed, and mulch in accordance with the specifications.

- H. If the project area is seeded in the late fall or winter where vegetation cannot be established, the CONTRACTOR is responsible for any reseeding required in the following spring to establish vegetation in all disturbed areas.

### 3.8 MAINTENANCE

- A. Maintenance of the seeded areas shall include eradicating weeds, eradicating diseases and insects, protecting embankments and ditches from erosion, maintaining erosion control materials and mulch until growth is satisfactorily established, protecting turfed areas from traffic and mowing to maintain turf stand, watering and post fertilization.
- B. Mow entire seeded area once to a height of 6 inches after final completion during the guarantee period when the stand of grass is between 12 and 24 inches in height.
- C. Watering shall be at intervals to obtain moist soil condition to a minimum depth of 1 inch. Frequency of watering and quantity of water shall be adjusted in accordance with the growth of the vegetation. Runoff, puddling and wilting shall be prevented.
- D. Nitrogen carrier fertilizer shall be applied at the rate of no more than 0.5 pounds per 1000 square feet after the first month and again prior to the final acceptance. The application shall be timed prior to the advent of winter dormancy and shall avoid excessively high nitrogen levels. Notify ENGINEER at least one week prior to application.
- E. The CONTRACTOR shall re-establish as specified herein, eroded, damaged or barren areas. Mulch shall be repaired or replaced as required.

END OF SECTION

**Jeffery Lanigan**  
Mayor



**Mark Domenico**  
Director

**DEPARTMENT OF CODE ENFORCEMENT**

ROME CITY HALL, 198 N. WASHINGTON STREET  
ROME, NEW YORK 13440-5815

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September 9, 2024

RE: Condemnation of Unsafe Building  
208 West Liberty Street, Rome, New York  
Tax ID 242.050-1-3

To Whom It May Concern:

The above-mentioned property is deemed Unsafe due to significant environmental and structural deficiencies that exist within the building due to structural collapse. The deployment of personnel for the purpose of testing would present a significant risk of bodily harm and shall be prohibited.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark Domenico", with a long, sweeping flourish extending to the right.

Mark Domenico, R.A.  
Chief Enforcement Officer  
City of Rome



x

x

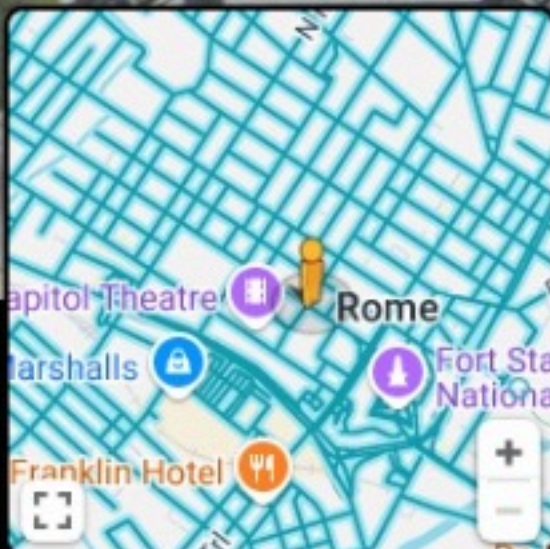
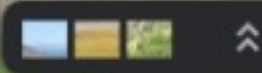
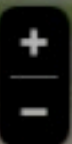
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Aug 2023 See latest date





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