

***CITY OF SCHENECTADY
DEPARTMENT OF ENGINEERING***



***SPECIFICATION
FOR
City Hall Crawl Space Abatement***

RETURN SPECIFICATIONS WITH
BIDDING SHEETS ATTACHED
WHEN SUBMITTING BIDS

NON-BIDDERS ARE REQUESTED
TO RETURN PLANS AND
SPECIFICATIONS

***PREPARED BY
CITY OF SCHENECTADY
DEPARTMENT OF ENGINEERING***

BID DUE ON

February 8th, 2017

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Notice to Bidders



NOTICE TO BIDDERS

Sealed proposals will be received by the Committee on Bids of the City of Schenectady, New York until 10:30 A.M. Eastern Standard Time on Wednesday, the **eighth** day of February , **2017**, in the office of the City Clerk, Room #107, City Hall, Jay Street, where they shall be time and date stamped before depositing in the bid proposal box. Any bid must be in a sealed envelope clearly endorsed on the outside with a description of the work for which the bid is being submitted. This project shall be referenced as: "**City Hall Crawlspace Abatement**" in the City of Schenectady, in accordance with the plans and specifications on file in the office of the City Engineer.

Each bid must be submitted on Bidding Sheets that may be obtained either from the City or through the Capital Region Bid System (www.CapitalRegionBidSystem.com). The plans, specifications, bidding sheets and envelopes may be examined in the Purchasing office Room #102, City Hall, Jay Street, Schenectady, N.Y., 12305. If a copy by mail is sought, a check for amounts due shall be made payable to the "City of Schenectady" and mailed to the City Engineer at the above address as far in advance of the Bid Receipt date as possible. The plans and specifications may also be obtained through the Capital Region Bid System referenced above.

On Site Pre-Bid Walk Through of the City Hall Basement will be on Wednesday, February 1st, 2017 from 10:00 AM Eastern Standard Time.

One-half (1/2) hour after the time named for the receipt of bids, the bids will be publicly opened by the Clerk and read and the award of the Contract made according to law as soon thereafter as practicable.

Each bid must be accompanied by cash, bid bond, or certified check or bank check, in the amount of five percent (5%) of the gross amount of the total bid payable to the order of the City of Schenectady as guarantee of the good faith and intention of the bidder to enter into the Contract, should the Contract be awarded to the bidding entity within the stipulated time. All the bid deposits, except those of the lowest bidders, will be returned to the bidding entities making the bids within three (3) days after the opening of the bids. Within three (3) days after the execution of the Contract by the lowest qualified bidder. The remaining deposits will be returned to the bidding entities making the bids, including the bid deposit of the lowest bidder.

Bidders are hereby notified that they are exempt from the payment of manufacturers' excise taxes for materials purchased for the exclusive use of the City, provided the manufacturer has complied with the rules and regulations of the Commissioner of Internal Revenue. Exemption Certificates will be supplied by the City Clerk upon request.

The New York State Sales Tax does not apply to the Contract for the construction of this project. Consequently, the contractors will be exempt from payment on purchase of materials and supplies for the execution of this Contract, and such taxes shall not be included in bids. If purchases by Contractors for the construction of this project shall be determined by the appropriate court to be subject to such taxes, the City of Schenectady will reimburse the Contractors for the payment of such taxes.

As indicated on the Proposal, each bidder must submit a separate bid for (a) all the supplies and materials required, necessary or proper for or incidental to the completion of each Bid Item, and a separate bid for (b) all work except supplies and materials necessary or proper for or incidental to the completion of each Bid Item.

Unless otherwise noted on Bidding Sheet, each bidder is required to state a price as specified for each and every item enumerated on the proposal upon which the bid is made. Any bid which fails to name a price per unit of measurement for each of the items for which quantities are given may be held to be informal and may be rejected.

The Council reserves the right to reject any and all bids not deemed to be in the best interest of the City and may reject as informal such bids as, in its opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind, including unbalanced bids.

Each bidder is required to state in his bid the names and places of residence of any and all persons interested in the bid; that the bid is made without any connection with any person making another bid for the same Contract; that it is in all respects fair and without collusion or fraud and that no member of the Council or other officer of the City of Schenectady or any person in the employ of the said City is directly or indirectly interested in the bid or in the materials, supplies or the work to which it relates or in any other portion of the profits thereof.

No bid may be withdrawn for any reason whatever after it has been deposited with the Clerk of the Council.

No bid will be accepted from, or Contract awarded to, any person who is in arrears to the City of Schenectady upon debt or Contract or who is in default, as surety or otherwise, upon any obligation to the said City, nor shall a bid be accepted or Contract awarded to any Contractor whose performance of any previous Contract has been unsatisfactory. The bidder whose bid has been accepted will be required to attend at the Office of the Clerk of the Council and execute the Contract within three (3) days from the date of the service of a notice delivered to him in person or mailed to the address given in the bid that the Contract has been awarded to him. In case of failure to execute the Contract within the time stated, he or they shall be deemed to have abandoned the Contract and the amount of the deposit made by him or them will be forfeited to and retained by the City of Schenectady as liquidated damages.

The work proposed or the furnishing of materials or supplies and installation required herein must be begun within ten (10) days from the date of the execution of the Contract and will progress therewith to its completion within the number of days fixed by the Contractor in his proposal according to the terms of the Contract, specifications and plans on file in the office of the City Engineer.

The bidder to whom the award is made shall furnish three (3) original copies of two (2) bonds. The first bond shall be a bond equal to the full amount of the Contract to guarantee the faithful performance of all terms, covenants and conditions of the contract. The second bond shall be equal to the full amount of the Contract to guarantee the faithful payment, payment bond, as required by law of all persons supplying labor and materials in the execution of the work provide for in the Contract. Both the payment bond and the performance bond shall be obtained from some responsible surety company authorized to do business in the State of New York and they shall be maintained in full force and effect until this Contract is fully completed and accepted.

Each bidder is required to form his own opinion of the quantities and character of construction work by personal examination of the ground where it is to be done and of the plans and specifications relating to it or by such other means as he may prefer.

The approximate quantities will be used as a basis in determining the lowest bidder. They are based upon an approximate estimate of the quantities of work to be performed. The Contractor shall not, at any time after the execution of this Contract, dispute the accuracy of the estimate or make any claims whatever against the City of Schenectady based upon their alleged accuracy or claim any misunderstanding in regard to the nature of the condition or the amount of work to be done or the quantities of materials to be furnished under this Contract. Bids will be compared, computed and canvassed on the basis of the gross sum obtained by multiplying the approximate quantities by the respective bid under unit price (c) on the proposal, the unit price (c) being the total unit price equal to the sum of unit price (a) plus unit price (b) where applicable.

All bids received shall be with the understanding that they are based on our specifications. Such specifications shall be deemed an invitation to bid, and the bid shall be deemed an offer to the City based on those terms and specifications.

Required Completion and ready for use date is March 31, 2017 .

General Conditions



City of Schenectady
REQUEST FOR BIDS
GENERAL CONDITIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

The City of Schenectady officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents and will not be accepted. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

SECTION 1: BID IDENTIFICATION

- 1.1 Title: *City Hall Crawl Space Abatement*
- 1.2 Requesting Department: *Engineering Department*
- 1.3 Bid Number: *17-025*

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for *complete asbestos abatement, removal and reinsulation of piping in the crawl space of City Hall* as requested by *Engineering Department*
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and/or number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than 10:30 A.M. ON February 8th, 2017 at the following address:

Office of the City Clerk
Schenectady City Hall, Room 109
105 Jay Street
Schenectady, NY 12305

- 4.2 All bids received after the time stated in the "Notice to Bidders," or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, will not be considered and will be returned to the bidder, unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the City of Schenectady. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 The City of Schenectady reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

IF A ONE-TIME PROJECT:

- 5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

- 6.1 Each bid must be accompanied by a bid bond or certified check in the amount of **5% of total bid amount** drawn upon a national or state bank or trust company, to the order of the Commissioner of Finance, City of Schenectady. If bid is accepted, the successful Bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. **BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING; FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.**

6.2 Every Bid Bond must contain the following elements:

A bid bond must be payable to the City of Schenectady, and must state the subject of the bid

It must state a percentage of the amount bid or the actual bid amount

A bid bond must be signed by the Surety, with the signature witnessed and accompanied by a corporate seal

A bid bond must be signed by the Corporation, Principal or authorized agent, with the signature witnessed and accompanied by a corporate seal

A bid bond must contain a notarized Surety acknowledgement

A bid bond must contain a notarized Corporate or Principal acknowledgement

A Surety asset statement

A Surety power of attorney

6.3 The Bid Security of the successful Bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the City may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

6.3 Bid security of other bidders will be returned within seven (7) days after the award of contract to the successful Bidder.

SECTION 7: QUALIFICATION OF BIDDER

7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.

7.3 In addition, the City of Schenectady may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the City, within five (5) days of a request, all such information and data for this purpose as may be requested. The City reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: LIQUIDATED DAMAGES

8.1 Liquidated does not apply for this contract

SECTION 9: DISQUALIFICATION

9.1 The City reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the City, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the City issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the City.
- (d) Bidder's unsatisfactory work on previous contracts with the City.
- (e) No bid will be accepted from, or Contract awarded to, any person who is in arrears to the City of Schenectady upon debt or Contract or who is in default, as surety or otherwise, upon any obligation to the said City, nor shall a bid be accepted or Contract awarded to any Contractor whose performance of any previous Contract has been unsatisfactory. The bidder whose bid has been accepted will be required to attend at the Office of the Clerk of the Council and execute the Contract within three (3) days from the date of the service of a notice delivered to him in person or mailed to the address given in the bid that the Contract has been awarded to him. In case of failure to execute the Contract within the time stated, he or they shall be deemed to have abandoned the Contract and the amount of the deposit made by him or them will be forfeited to and retained by the City of Schenectady as liquidated damages.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 The City of Schenectady reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by the City of Schenectady, or, if the City's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the City of Schenectady.

SECTION 10: PREVAILING WAGE

10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.

10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The City has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: http://198.22.236.39/prevailing_wage_home.shtm.

10.3 Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the City.

SECTION 12: BID FORM

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the City.
- 12.2 Bids must be made on the Bid Form provided by the City. The Bid Form must be completed in ink or typewritten. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of “equal or better” or “or equal”, the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the City of Schenectady free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

14.1 All inquiries with respect to this Request for Bids must be directed to the City of Schenectady Purchasing Supervisor as follows:

Richard McIlravy-Ackert
Purchasing Supervisor
City of Schenectady
City Hall, Room 102
105 Jay Street
Schenectady, NY 12305
Phone: (518) 382-5199, Et. 5274
Fax: (518) 382-5030
rmcilravy-ackert@schenectadyny.gov

14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The City will be bound only by responses given by formal written Addenda.

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- (a) the execution of a contract by City of Schenectady; or
- (b) the award of a purchase order by City of Schenectady; or
- (c) as otherwise rejected by City of Schenectady.

15.2 Bids received will be evaluated by City of Schenectady and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

15.3 The City reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the City of Schenectady. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

15.4 The City reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or New York State Preferred Sources within its discretion.

15.5 The City of Schenectady may award purchase contracts that have been procured pursuant to competitive bidding under section 103 of the NYS General Municipal Law by either lowest responsible bidder or best value.

"Best value" means the basis for awarding contracts for goods to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the executive law to be used in evaluation of offers for awarding of contracts for services.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

17.1 After the award has been approved by the proper City governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the City until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the City, within the contract between the City of Schenectady and the apparent successful Bidder: the successful Bidder's bid, this Request For Bids and any written Addenda issued by the City of Schenectady in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the City of Schenectady Purchasing Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the City of Schenectady of an attachment against the Successful Bidder, the City of Schenectady shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

18.1 A separate Performance Bond in a form satisfactory to the City of Schenectady Purchasing supervisor and the City of Schenectady Corporation Counsel, equal to **100%** is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the City.

In case of its failure to do so, or in case of its failure to give further security as herein prescribed, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the City of Schenectady.

SECTION 19: INSURANCE REQUIREMENTS

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

(a) **Workers' Compensation and Employers Liability:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Business Automobile Liability:** Limits of Insurance of not less than \$1,000,000

City of Schenectady shall be included as Additional Insureds on Contractors Automobile Liability Policy on a primary and non-contributing basis.

- (c) **Commercial Umbrella Liability:** Limits of Insurance of not less than \$1,000,000

Umbrella coverage must include as Additional Insureds all entities that are Additional Insureds on the General Liability and the Automobile Liability policies. This insurance for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance or self-insurance, including any deductible, maintained by, or provided to the Additional Insureds.

- (d) **Commercial General Liability Insurance:** Limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

City of Schenectady shall be included as Additional Insureds on the Contractor's Commercial General Liability policy on a primary and non-contributing basis.

- (d) **Professional Malpractice Insurance:** A policy or policies with limits of not less than \$1,000,000.

OR

- (d) **Errors and Omissions Insurance:** A policy or policies with limits not less than \$1,000,000.
- (e) **Waiver of Subrogation:** Contractor waives all rights against the City of Schenectady for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile Liability, Workers Compensation, Employees Liability or Umbrella insurance maintained per the requirements stated.
- (f) **Certificate of Insurance:** A Certificate of Insurance acceptable by the City of Schenectady shall be filed by the Contractor prior to commencement of the Contractor's work.
- (g) **Notice of Cancellation of Coverage Modification:** No insurance policy required above will be cancelled, allowed to expire or reduced in coverage without at least 30 days prior written notice to the City of Schenectady.

19.2 Each policy of insurance required shall be of form and content satisfactory to the City of Schenectady Corporation Counsel.

- (a) The City of Schenectady shall be named as an additional named insured on all liability policies. **The bid name and/or number must appear on the policy.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to City of Schenectady. It shall be automatically renewed upon expiration and continued in force unless the City of Schenectady is given at least thirty (30) days written notice to the contrary.

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the City Purchasing Supervisor or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the City, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

21.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the CITY OF SCHENECTADY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the CITY to procure a substitute contractor to satisfactorily complete the contract work, together with the CITY's own costs incurred in procuring a substitute contractor.

SECTION 22: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Supervisor or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

22.3 **The City of Schenectady IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.**

SECTION 23: APPRENTICESHIP TRAINING PROGRAMS (NOT APPLICABLE TO THIS CONTRACT)

23.1 In accordance with Section 816-b of the New York State Labor Law, contractors and subcontractors of City construction projects with an aggregate value (which shall mean the total cost of all contracts of the project) in excess of \$200,000 or more shall have in place agreements providing appropriate apprenticeship training programs approved by the Commissioner of the Department of Labor for the type and scope of work to be performed, at the time of bid date and prior to entering into a contract with the City of Schenectady.

23.2 A bidder who submits a bid for a City construction contract for which the contract amount is \$200,000 or more **shall submit with the bid package** the following documents **for each apprentice agreement:**

- (a). A copy of the current New York State Department of Labor (NYS DOL) “Apprentice Training Program Registration Agreement” (NYS DOL Agreement) issued to the bidder as a sponsor –or- issued to a NYS DOL apprenticeship sponsor with whom the bidder has an apprenticeship training agreement; AND
- (b). If the bidder is not the named sponsor on the NYS DOL Agreement described in (a), a copy of the apprenticeship training agreement between the bidder and the named sponsor.

SECTION 24: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

24.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND (\$200,000.) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor’s Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 25: AFFIRMATIVE ACTION AND ANTIDISCRIMINATION

- 25.1 It is the policy of the City of Schenectady that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the City. The City commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the City of Schenectady that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.
- 25.2 In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.
- 25.3 In an effort to assist contractors with compliance attached you will find the following:
Article SC19-Affirmative Action Plan and Department of Affirmative Action
Compliance Forms.

SECTION 26: ANTI DISCRIMINATION CLAUSE

- 26.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation 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; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 27: SUBCONTRACTORS

INTENTIONALLY LEFT BLACK

SECTION 28: INTERPRETATION

28.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the City and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 29: NON APPROPRIATIONS CLAUSE

29.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the City for payment under this Agreement. The City will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 30: IRANIAN ENERGY SECTOR DIVESTMENT

30.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

30.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

30.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

30.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The City reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The City of Schenectady has made a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City of Schenectady would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the City in writing and shall be a public document.

Affirmative Action



County of Schenectady
Affirmative Action Office
Compliance Forms

COUNTY OF SCHENECTADY

SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Affirmative Action Office monitors subcontracting and labor participation for contracts let by agencies and authorities of Schenectady County . **The Schedule of M/W/DBE and Labor Performance must be completed and submitted within fifteen days of receiving the Notice of Award.** The figures represent the contractor’s best estimate of workforce needs and minority/female representation of that workforce. Questions regarding completion of this form can be directed to the County of Schenectady, Affirmative Action Office at 518-388-4233 ext. 4171 or 4168.

Contractor: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date:

Contract Description: _____

Bidder is an approved ___ MBE ___ WBE If yes, specify agency:

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one) :

No MBE/WBE joint ventures with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)

(attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City/State/Zip: _____

Telephone: _____

Federal ID No: _____

MBE Share of Joint Venture: _____% x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____% x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE/DBE firms).

Sub-contractor Name, Address, Phone	Amount of Sub-contract & Award Date	Description of Work (Trade)	Start Date ———— Completion Date	Contracted Payment Schedule
MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				

<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				

I, _____, representative of _____ declare

that the information provided is true and represents accurately my firms efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that M/W/DBE firms have the maximum opportunity to compete for, and perform contracts let by the County and City of Schenectady.

Signature: _____ Date: _____

**County of Schenectady
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Schenectady, Division of Affirmative Action, 620 State Street, Second Floor, Second Floor, NY 12305. Fax (518) 388-4235 For assistance call (518) 388-4171 ext 4171 or 4168.

Contractor: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

Federal ID No.: _____

Project Name: _____

Project Cost: _____ Completion Date: _____

Reporting Period: _____ **Month** _____ **Year**

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
Total(s)				

Information provided by (please print): _____ **Date:** _____

(See over for instructions)

M/W/DBE Payments

M/W/DBE Firm (s) Participating On The Project	Payments Made This Month	Payments Made To Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

Affirmative Action Office

620 State Street, Second Floor, Schenectady, NY 12305

Phone: (518) 388-4233 ext. 4171 and 4168

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

Waiver Request for Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Affirmative Action Office will evaluate each waiver individually. Please be advised that submission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary.

Contractor: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

Federal ID No.: _____

Contract Type/Number: _____

Project Cost: _____

() Request Waiver of Minority/Woman Labor Participation Goal. Please explain:

Actions taken to include minority/women labor

Name (please print)

Signature

Title

Detailed Specification



**ASBESTOS ABATEMENT
PROCEDURAL MANUAL
CITY HALL
CRAWLSPACE ASBESTOS ABATEMENT
PROJECT**

AT

**City of Schenectady
City Hall
105 Jay Street
Schenectady, New York**

**Prepared For:
City of Schenectady
105 Jay Street
Schenectady, New York 12305**

**Prepared By:
Professional Service Industries, Inc.
104 Erie Boulevard
Schenectady, New York 12305**

PSI Project Number 08212093

January 9, 2017

**ASBESTOS ABATEMENT
PROCEDURAL MANUAL
CITY HALL CRAWLSPACE ASBESTOS ABATEMENT PROJECT**

AT

**City of Schenectady
City Hall
105 Jay Street
Schenectady, New York**

PSI Project Number 08212093

January 9, 2017

Prepared For:

City of Schenectady
105 Jay Street
Schenectady, New York 12305

Prepared By:

Professional Service Industries, Inc.
104 Erie Boulevard
Schenectady, New York 12305
(518) 377-9841

**ASBESTOS ABATEMENT
PROCEDURAL MANUAL**

PSI PROJECT NUMBER 08212093

JANUARY 9, 2017

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PART 1 - GENERAL

1.1 REFERENCES

U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), including but not limited to:

Asbestos General Industry Standard
29 CFR 1910.1001

Asbestos Construction Standard
29 CFR 1926.1101

Respiratory Protection
29 CFR 1910.134

Access to Employee Exposure and Medical Records
29 CFR 1910.20

Hazard Communication
29 CFR 1910.1200

Specifications for Accident Prevention Signs and Tags
29 CFR 1910.145

U. S. Department of Transportation (DOT), including but not limited to:

Hazardous Substances
49 CFR 171 and 172

U. S. Environmental Protection Agency (EPA), including but not limited to:

Asbestos Abatement Projects; Worker Protection Rule
40 CFR 763, Sub-part G

Training Requirements of (AHERA) Regulation
Asbestos Containing Materials in Schools Final Rule & Notice
40 CFR 763, Sub-part E, Appendix C

National Emission Standard for Hazardous Air Pollutants (NESHAP)
National Emission Standard for Asbestos
40 CFR 61, Sub-part A and M

New York State Department of Labor (NYSDOL):

Asbestos Regulation
12 NYCRR Part 56

1.2 PROJECT WORK

1.2.1 General: The work covered by this section includes the abatement of friable asbestos-containing materials and describes procedures and equipment required to protect workers and occupants of the work area from

contact with airborne asbestos fibers, dust, and debris. The work also includes the disposal of the generated asbestos-containing waste.

- 1.2.2 Contract Documents: Indicate the work of the Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:

Applicable Codes and Regulations
Notices and Permits
Existing site conditions and restriction on use of the site

1.3 SCOPE

- 1.3.1 Briefly and without force and effort upon the contract documents, the work under this section can be summarized as follows. The following items are to be abated within the guidelines specified for this project.

Asbestos-Containing Material quantities for removal and disposal are as follows:

<u>MATERIAL</u>	<u>LOCATION</u>	<u>METHOD</u>	<u>QUANTITY</u>	<u>NOTES</u>
Pipe Insulation	Crawlspace	Partial Containment	2,200 LF	1
Debris and Contaminated Soils and Materials	Crawlspace	Partial Containment	14,000 SF	1

Notes:

1. Remove and dispose of all ACM debris, contaminated soil, contaminated materials and pipe insulation in accordance with the site-specific variance decision, including all conditions imposed by the New York State Department of Labor.

- 1.3.3 The quantities are approximate. The Contractor shall field verify all quantities described in the scope of work for bidding purposes. The work includes furnishing all labor, equipment, supplies, fees and services as necessary to complete the removal and proper disposal of asbestos-containing materials.

- 1.3.4 The Contractor shall perform all removals in accordance with applicable federal, state and local regulations.

- 1.3.5 The Contractor shall protect the building and finishes in areas not scheduled for demolition from damage associated with the execution of asbestos abatement, including but not limited to damage from taping and sealing operations, damage from water and damage from chemical adhesive removers.

1.4 BID INFORMATION AND PROJECT SCHEDULE:

- 1.4.3 Bids are due to Mr. Christopher Wallin, PE, City Engineer, City of Schenectady, by email at cwallin@schenectadyny.gov, cc'd to john.tranter@psiusa.com.

- 1.4.4 The project will be performed during hours acceptable to the owner. Contractors must be aware work may be performed during second or third shift.

- 1.5 PLAN OF ACTION: Submit a detailed removal and disposal plan of the procedures proposed for use in complying with the requirements of the procedural manual. Include in the Plan of Action the location and layout of decontamination areas, the sequencing of asbestos abatement work, the interface of trades involved in the performance of work, methods to be used to assure the safety of building occupants and

- visitors to the site, disposal methods including location of approved disposal site, methods for prevention of asbestos contamination and to prohibit visible emissions from the work area. The plan must be approved by the Owner's Representative prior to commencement of work. Failure to submit the Plan of Action in a timely fashion will not constitute an extension of time for the project.
- 1.6 INSPECTION: Prior to commencement of the work an optional inspection may be performed for the areas in which work will be performed. A listing may be prepared of existing damage to structures, surfaces, equipment or surrounding properties which could be misconstrued as damage resulting from the work. Photographs or videotape may be used to document existing conditions.
- 1.7 POTENTIAL ASBESTOS HAZARD
- 1.7.3 The disturbance or dislocation of asbestos-containing materials may cause asbestos fibers to be released into the building's atmosphere, thereby creating a potential health hazard to workmen and building occupants. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.
- 1.7.4 Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos-containing materials, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state, and local agencies.
- 1.8 STOP WORK: If the Owner or Owner's Representative presents a written stop work order, immediately and automatically stop all work. Do not recommence work until authorized in writing by the Owner or the Owner's Representative.
- 1.9 CONTRACTOR USE OF PREMISES:
- 1.9.1 General: The Contractor shall limit his use of the premises to the work and areas indicated, to allow for occupancy by the owner and/or other trades, if necessary. Coordinate locations of decontamination facilities and temporary waste storage with Owner or Owner's Representative.
- 1.9.2 Contractor's Use of the Existing Building: Maintain existing buildings in a safe weather tight condition throughout the construction period. Repair all damage caused by construction operations at owner's discretion. Take necessary precautions to protect the building and its occupants during the construction period. Smoking, eating, and drinking will not be permitted within the immediate work area or enclosure.
- 1.9.3 Work shifts: Limit working hours to facilitate Owner's use of the facility. The Owner reserves the right to limit hours to non-operation or off shift hours. Coordinate scheduling of activities with Owner or Owner's Representative.
- 1.10 TIME FOR COMPLETION: The asbestos abatement contractor shall provide sufficient labor and materials to complete the contract requirements in the time indicated in the contract documents. Work must be completed as soon as possible without delay. The contractor shall be responsible for additional costs incurred by the owner for extended shifts, weekend work or work beyond the approved schedule. The owner reserves the right to withhold a portion of the payment to cover such incurred costs.

1.11 NOTIFICATIONS

- 1.11.1 Submit notification required by 12 NYCRR Part 56 to Commissioner of Labor. Notification shall be post marked 10 days prior to start of work.
- 1.11.2 Submit notification required by local agencies.
- 1.11.3 Post building occupant notifications as required under 12 NYCRR Part 56.

1.12 DEFINITIONS

- 1.12.1 Accredited or Accreditation (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
- 1.12.2 Aerosol: A system consisting of particles, solid or liquid, suspended in air.
- 1.12.3 Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
- 1.12.4 Air Monitoring: The process of measuring the fiber content of a specific volume of air.
- 1.12.5 Amended Water: Water to which a surfactant has been added to increase the ability of the liquid to penetrate ACM.
- 1.12.6 Asbestos: The asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.
- 1.12.7 Asbestos-Containing Material (ACM): Any material containing more than one percent asbestos of any type or mixture of types.
- 1.12.8 Asbestos-Containing Building Material (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- 1.12.9 Asbestos-Containing Waste Material: Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.
- 1.12.10 Asbestos Debris: Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
- 1.12.11 Authorized Visitor: The Owner, the Owner's Representative, testing lab personnel, the Architect/Engineer, emergency personnel or a representative of any federal, state and local regulatory or other agency having authority over the project.
- 1.12.12 Barrier: Any surface that seals off the work area to inhibit the movement of fibers.
- 1.12.13 Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- 1.12.14 Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.
- 1.12.15 Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
- 1.12.16 Class I Asbestos Work: Activities involving the removal of TSI and surfacing ACM or PACM.

- 1.12.17 Class II Asbestos Work: Activities involving the removal of ACM which is not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.
- 1.12.18 Competent Person: One who meets the definition in 29 CFR 1926.32(f) and is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, and is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan for project designer or supervisor.
- 1.12.19 Critical Barriers: One or more layers of plastic sealed over all openings into a work area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a work area from migrating to an adjacent area.
- 1.12.20 Decontamination Area: An enclosed area adjacent and connected to the regulated area and consisting of an equipment room, shower area, and clean room, which is used for decontamination of workers, materials and equipment that are contaminated with asbestos.
- 1.12.21 Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- 1.12.22 Disposal Bag: A 6 mil thick leak-tight plastic bag, properly marked with the OSHA Asbestos DANGER legend, used for transporting asbestos waste from work and to disposal site.
- 1.12.23 Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
- 1.12.23.1 Bridging encapsulant: An encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
- 1.12.23.2 Penetrating encapsulant: An encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
- 1.12.23.3 Removal encapsulant: A penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather than for in situ encapsulation.
- 1.12.24 Encapsulation: Treatment of asbestos-containing materials, with an encapsulant.
- 1.12.25 Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.
- 1.12.26 Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.
- 1.12.27 Friable Asbestos Material: Material that contains asbestos and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- 1.12.28 Glovebag: An impervious plastic bag-like enclosure affixed around ACM with glove-like appendages through which materials and tools may be handled.
- 1.12.29 HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter.

- 1.12.30 HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High Efficiency Particulate Air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
- 1.12.31 Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
- 1.12.33 Negative Initial Exposure Assessment: A demonstration by the contractor which complies with the criteria specified in 29 CFR 1926.1101 that employee exposure during an operation is expected to be consistently below the Permissible Exposure Limits (PELs).
- 1.12.34 Negative Pressure System: A pressure differential and ventilation system, consisting of a local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.
- 1.12.35 Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.
- 1.12.36 PELs: Not in excess of 0.1 fibers/cubic centimeter (f/cc) airborne asbestos fiber concentration as a 8-hour time weighted average (TWA) or 1.0 f/cc over a sampling period of 30 minutes as measured by NIOSH method 7400.
- 1.12.37 Presumed Asbestos-Containing Material (PACM): Thermal system insulation and surfacing material found in buildings constructed no later than 1980.
- 1.12.38 Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- 1.12.39 Repair: Returning damaged ACM to an undamaged condition or to an intact state so as to prevent fiber release.
- 1.12.40 Regulated Area: An area established to demarcate areas where Class I, II, and III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate. A work area within which airborne concentrations of asbestos exceed or there is a reasonable possibility they may exceed the permissible exposure limit.
- 1.12.41 Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- 1.12.42 Surfacing Material: Material that is sprayed, trowelled-on or otherwise applied to surfaces.
- 1.12.43 Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- 1.12.44 Thermal System Insulation (TSI): ACM applied to pipes, fitting, boilers, breaching, tanks, ducts or other structural components to prevent heat loss or gain.
- 1.12.45 Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.

- 1.12.46 Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- 1.12.47 Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.
- 1.12.48 Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.

PART 2 - PRODUCTS

2.1 MATERIALS:

- 2.1.1 Polyethylene Sheeting: Provide fire-retardant polyethylene sheeting in the largest sheet size possible to minimize seams, 6.0 mil thick; clear.
- 2.1.2 Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to polyethylene sheeting.
- 2.1.3 Spray Adhesive: Shall not contain methylene chloride, as listed on the product's label and/or Material Safety Data Sheet (MSDS). Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to polyethylene sheeting.
- 2.1.4 Coveralls: Provide disposable full-body coveralls and disposable head covers.
- 2.1.5 Respirators and HEPA Filters: Provide appropriate full-face or half-face type respirators and HEPA filters labeled with NIOSH and MSHA certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mist, including Asbestos-Containing Dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980). In addition, a chemical cartridge section may be added, if required, for solvents, etc. in use.
- 2.1.6 Vacuum and Exhaust Equipment: Provide HEPA filtered vacuum and exhaust equipment with appropriate HEPA filters for asbestos contaminated dust particles.
- 2.1.7 Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the Asbestos-Containing Material and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.
- 2.1.8 Encapsulant: Provide a penetrating type encapsulant designed specifically for Asbestos-Containing Material. Use a material which results in wetting of the Asbestos-Containing Material and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended with a surfactant consisting of one ounce of a mixture of 50% polyoxyethylene ester and 50% polyoxyethylene ether in five gallons of water.
- 2.1.8 Adhesive Removal Solvent: Submit product data, use instructions and recommendations from manufacturer of adhesive removal solvent intended for use. Include data substantiating that material complies with requirements.
- 2.1.9 Disposal Bags: Provide 6 mil thick leak-tight polyethylene bags labeled with text as follows:

2.1.10.1 First Label

Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard with NESHAP additions:

**DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS
FIBERS IS HAZARDOUS TO YOUR HEALTH
<OWNER NAME, CONTRACTOR NAME>
<LOCATION AT WHICH WASTE WAS GENERATED>**

2.1.10.2 Second Label

Provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances: Final Rule. Published November 21, 1986 and revised October 21, 1991:

**RQ
ASBESTOS
NA 2212, III**

2.2 RESPIRATORY PROTECTION:

2.2.1 Type of Respirators: Instruct and train each worker involved with asbestos abatement in proper respirator use and require that each worker will always wear a properly fitted respirator in the Work Area from the start of any operation which may cause asbestos dust to become airborne until the Work Area is completely decontaminated. Use respiratory protection appropriate for the asbestos airborne fiber levels encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.

2.2.2 Standards

OSHA - U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910.1001, 1910.134, and 1926.1101.

CGA - Compressed Gas Association, Inc., New York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1 "Commodity Specification for Air".

ANSI - American National Standard Practices for Respiratory Protection, ANSI Z88.2-1980.

NIOSH - National Institute for Occupational Safety and Health

Other Federal, State and/or local regulations, as required.

2.2.2.1 Require respiratory protection be used when there is any possibility of disturbance of asbestos-containing building materials, whether intentional or accidental.

2.2.2.2 Require that a respirator be worn by anyone in an asbestos work area at all times regardless of activity, during a period that starts with any operation which could cause asbestos fibers to become airborne, until the area has been cleared for re-occupancy in accordance with Part 3 of these specifications.

- 2.2.2.3 Regardless of airborne asbestos levels, require a half-face air-purifying respirator with HEPA filters as a minimum level of respiratory protection.
- 2.2.3 Fit Testing
- 2.2.3.1 Initial Fitting: Provide initial fitting of respiratory protection during a respiratory protection course of training under the direction of a Certified Industrial Hygienist. Fit test type of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which training and fit testing has been provided.
- 2.2.3.2 As needed or required, check the fit of each worker's respirator by having irritant smoke blown onto the respirator from a smoke tube.
- 2.2.3.3 Upon Each Wearing: Require that each time an air-purifying respirator is put on, it shall be checked for fit with a positive and negative pressure fit test in accordance with the manufactures instructions or ANSI Z88.2 (1980).
- 2.2.4 Type of Respiratory Protection Required: Provide respiratory protection as indicated below. Higher levels of protection may be provided as desired by Contractor, or as directed by Owner's representative. Where the paragraph below does not apply, determine the proper level of protection by dividing the expected or actual airborne fiber count in the Work Area by the "protection factors" following. The level of respiratory protection which supplies an airborne fiber level inside the respirator, at the breathing zone of the wearer, at or below 0.01 f/cc is the minimum level of protection allowed.
- 2.2.5 Use the following unless air monitoring results indicate greater protection is necessary. Refer to Protection Factors table for choice of respirators.
- 2.2.5.1 Loose equipment cleaning prior to removal in uncontaminated area: Half-face dual cartridge-type respirator with HEPA filters.
- 2.2.5.2 Plastic installation which does not disturb asbestos-containing material: Half-face dual cartridge-type respirator with HEPA filters.
- 2.2.5.3 Removing or cleaning items or plastic installation when such operation may disturb asbestos-containing material: Powered air purifying respirator (PAPR) with HEPA filters.
- 2.2.5.4 Asbestos-containing material removal: PAPR with HEPA filters.
- 2.2.5.5 Gross cleanup of removal area(s): PAPR with HEPA filters.
- 2.2.5.6 Installation of encapsulant before plastic removal: PAPR with filters.
- 2.2.5.7 Final wet-cleaning of walls until final air tests show exposure in work areas to be below 0.01 f/cc: PAPR with HEPA filters.
- 2.2.5.8 Loading and unloading drums on truck (outside work area): Half-face dual cartridge respirator with HEPA filters.
- 2.2.5.9 Glove bag and modified glove bag removal: PAPR with HEPA filters.
- 2.2.5.10 Vinyl-asbestos floor tile, floor tile mastic, non-friable ceiling tile, cement-asbestos board removal: Half-face dual cartridge respirator with HEPA filters.

2.2.5.11 Built-up roofing and roof flashing removal: Half-face dual cartridge respirator with HEPA filters.

2.2.5.12 Disposal at landfill: Half-face dual cartridge respirator with HEPA filters.

2.2.6 Protection Factors

RESPIRATOR TYPE	PROTECTION FACTOR
Air purifying: Negative pressure respirator HEPA filter Half-face piece	10
Air purifying: Negative pressure respirator HEPA filter Full-face piece	50
Powered-air purifying Positive pressure respirator HEPA filter Half- or full-face piece	50
Type C supplied air: Positive pressure respirator Pressure demand Full-face piece	1000
Type C supplied air: Positive pressure respirator, pressure demand Full-face piece Equipped with an auxiliary positive pressure Self-Contained Breathing Apparatus (SCBA)	over 1000

2.2.7 Air Purifying Respirators

2.2.7.1 Negative pressure - half- or full-face mask: Supply a sufficient quantity of respirator filters approved for asbestos, so that workers can change filters during the work day. Require that respirators be wet-rinsed, and filters discarded, each time a worker leaves the Work Area. Require that new filters be installed each time a worker re-enters the Work Area. Store respirators and filters at the job site in the changing room and protect totally from exposure to asbestos prior to their use.

2.2.7.2 Powered air purifying - half- or full-face mask: Supply a sufficient quantity of HEPA respirator filters approved for asbestos so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement. Require that regardless of flow, filter cartridges be replaced after 40 hours of use. Require that HEPA elements in filter cartridges be protected from wetting during showering. Require entire exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, be washed each time a worker leaves the Work Area. Caution should be used to avoid shorting battery pack during washing. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

PART 3 - EXECUTION

3.1 GENERAL

The Asbestos Abatement Contractor shall follow the procedures required by the New York State Site-Specific Variance and all conditions imposed by the New York State Department of Labor, OSHA 29 CFR 1926.1101 and New York State Department of Labor Industrial Code Rule 56, for the abatement of asbestos-containing materials. A copy of the site-specific variance petition can be found in the appendix to this section.

3.2 POSTING OF THE PROJECT

3.2.1 Post occupant notification signs as per New York State Industrial Code Rule 56 at least 10 calendar days prior to commencement of work.

3.2.2 Post warning signs in and around the work area to comply with OSHA regulation 29 CFR 1926.1101, New York State Industrial Code Rule 56 and in compliance with all other applicable Federal, State, and local requirements.

3.3 WORK AREA PREPARATION – PRELIMINARY

3.3.1 The Asbestos Abatement Contractor, in coordination with the Owner, shall shut down all electric power to and passing through work areas, unless otherwise provided for by the site-specific variance petition decision.

3.3.2 Lockout power to and passing through Work Area by switching off all breakers serving these power or lighting circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under the control of the Asbestos Abatement Contractor's Superintendent or Owner's designated Representative

3.3.3 The Asbestos Abatement Contractor, in coordination with the Owner, shall shut down or isolate heating, cooling, and ventilating air systems in the work areas, unless otherwise provided for in the site-specific variance petition decision.

3.3.4 Before the work is begun, and unless otherwise specified in the Contract Documents, the Owner shall remove from the work areas all removable items and equipment not located on the asbestos material as specified. Owner shall later replace furniture and movable objects.

3.4 DECONTAMINATION ENCLOSURE SYSTEMS (WHERE REQUIRED)

3.4.1 GENERAL: The Asbestos Abatement Contractor shall provide portable decontamination units acceptable to EPA, OSHA and New York State or shall construct decon units on-site. Hinged, lockable doors shall be installed at the clean entrance side of the decontamination enclosure units.

3.4.1.1 The worker decontamination enclosure system and the waste decontamination enclosure system, if built over floor tile or other flooring subject to water damage, shall be constructed on a 3/4" exterior grade plywood floor supported by 2" x 6" wood joists laid widthwise. This platform shall serve the purpose of protecting the finish floor from possible damage due to leakage. The floor shall be inspected for moisture at least twice per shift. The Asbestos Abatement Contractor shall be responsible for damage to floor surfaces. If moisture build-up does occur, the Asbestos Abatement Contractor shall:

- a) Mop up water.

- b) Repair area of leakage.
 - c) At the conclusion of the project repair or replace damaged flooring.
- 3.4.1.2 ACCESS: In all cases, access to each work area shall be through the worker decontamination enclosure system. In all cases, access between any two rooms within the decontamination enclosure systems shall be through an air lock.
- 3.4.1.2.1 All persons who enter the work areas shall sign the entry/exit log, located in the clean room, upon every entry and exit.
- 3.4.2 WORKER DECONTAMINATION ENCLOSURE SYSTEM: Construct a worker decontamination enclosure system consisting of three totally enclosed chambers as follows:
- 3.4.2.1 An equipment room with two curtained doorways, one to the work area and one to the shower room, via air locks.
 - 3.4.2.2 A shower room with two curtained doorways, one to the equipment room and one to the clean room, via air locks. The shower room shall contain at least one shower per 6 full shift abatement persons with hot and cold water with individual shut-off valves inside the showers. Careful attention shall be paid to the shower enclosure to ensure against leakage of any kind. Ensure a supply of soap at all times in the shower room. Drainage from showers shall be disposed of as contaminated water or filtered as specified below.
 - 3.4.2.3 Wastewater containing asbestos, including drainage from decontamination showers, shall either be disposed of as contaminated waste or filtered in accordance with the following requirements and any local regulations prior to introduction into the sanitary sewer system, if permissible under local regulations.
 - 3.4.2.3.1 Filter water using four in-line filter cartridges with 2" inlets and outlets. The outlet of each filter cartridge shall be connected in series to the inlet of the next cartridge. The first cartridge shall contain 100-micron prefilters and the second and third cartridge shall contain 25-micron filters and the final cartridge shall contain 5-micron filters.
 - 3.4.2.3.2 Spare filters of all three sizes shall be maintained at the site at all times to replace prefilters during cleaning.
 - 3.4.2.3.3 When the prefilters become clogged, replace with spares, dispose of accumulated debris as contaminated waste, and wash out the prefilters in the shower, allowing the drainage from the cleaning operation to go through the filtration system.
 - 3.4.2.3.4 When the final filters become clogged, remove the filters, replace with new, and dispose of the clogged filters as contaminated waste.
 - 3.4.2.3.5 Provide a holding tank for contaminated waste water as required to prevent backup of water into shower when the amount of water generated exceeds the flow rate of the filters.
 - 3.4.2.4 A clean room with one curtained doorway into the shower (via an air lock) and one entrance or exit to non-contaminated areas of the building. The clean room shall contain lockers, hooks and shelves for storage of the workers' street clothes, towels, and other non-contaminated items. Benches also shall be provided. Clean cover-alls, gloves, head covers and foot covers must be available in the clean room of the decontamination unit at all times throughout the project, including during non-work shift hours.
 - 3.4.2.5 No eating, drinking, smoking, chewing tobacco, chewing gum or applying cosmetics shall be allowed in the decontamination facility.

3.4.3 WASTE/EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM: Provide or construct a waste decontamination enclosure system consisting of two totally enclosed chambers as follows:

3.4.3.1 A washroom/cleanup room shall be constructed with an airlock doorway to the work area and another airlock doorway to the holding area. A waste container wash bin with attached drain shall be connected to the wastewater filtration system and installed in the washroom.

3.4.3.2 A holding area, consisting of a chamber with a curtained doorway to the wash room via an air lock and a curtained doorway to the uncontaminated area. The entrance/exit to non-contaminated areas will consist of a door which can be closed and locked. Access to the decontamination chamber shall remain the responsibility of the Asbestos Abatement Contractor. Provide air inlets as necessary for proper air flow through the decontamination chamber when door is closed.

3.4.4 MAINTENANCE OF DECONTAMINATION ENCLOSURES:

Maintain the decontamination units in accordance with Code Rule 56 and all applicable federal, state and local regulations.

3.5 SEPARATION OF WORK AREAS FROM NONWORK AREAS:

Separate work areas from non-work areas as described in the applicable variance included in the appendices of this section. Work areas shall be defined as required by all applicable federal, state and local regulations. Maintenance of and access to work areas shall comply with all regulations and standards.

3.6 PRECLEANING

3.6.1 Clean all surfaces within the work area including floors, walls, ceilings, and all fixed objects first using HEPA vacuum equipment and then wet cleaning methods as appropriate. Moveable objects shall be precleaned before being removed from the work area. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not use HEPA vacuum equipment on wet surfaces unless units are specially constructed for wet/dry use. Do not use amended water on gypsum board or other materials which would be damaged by the wetting agent. HEPA vacuuming or damp sponge with regular water would be appropriate.

3.7 REGULATED AREA CONTAINMENT

3.7.1 Construct the regulated area containment in accordance with applicable federal, state and local regulations include the site-specific variance decision. The Asbestos Abatement Contractor shall comply with all conditions added by the New York State Department of Labor. Where regulations differ, the Asbestos Abatement Contractor shall comply with the more stringent requirement.

3.8 ACM HANDLING AND REMOVAL PROCEDURES:

Comply with standards referenced in Part 1 of this Manual as well as any pertinent applicable or Site-Specific Variances including all conditions imposed by the Commissioner of Labor.

3.9 CLEAN UP PROCEDURES

Comply with standards referenced in Part 1 of this Manual.

3.10 DISPOSAL OF ASBESTOS-CONTAINING MATERIAL AND RELATED DEBRIS

Comply with standards referenced in Part 1 of this Manual as well as any pertinent applicable or Site-

Specific Variances including all conditions imposed by the Commissioner of Labor. It is the responsibility of the Asbestos Abatement Contractor to determine current waste handling, transportation and disposal regulations for the worksite and the appropriate U.S. Department of Transportation, EPA and Federal, State and local entities' regulations and all other current legal requirements.

3.11 RESTORATION OF WALLS, FLOORS & CEILINGS

Remove temporary decontamination facilities, isolation barriers, any remaining work area preparation and return the area to a safe working environment for other trades. Restoration of abatement work area walls, floors and ceiling is not required under this contract

Asbestos Abatement
Certificate of Visual Inspection

CERTIFICATION OF VISUAL INSPECTION

Building: _____

Project Number: _____

Specific Area: _____

In accordance with the Asbestos Abatement Procedural Manual, the Asbestos Abatement Contractor hereby certifies that he has visually inspected the work area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, decontamination unit, sheet plastic, etc.) and has found no dust, debris, or residue.

By: (Signature) _____ Date: _____

(Print Name) _____ Title: _____

Company Name: _____

PROJECT MONITOR'S CERTIFICATION

The Project Monitor hereby certifies that he has accompanied the Asbestos Abatement Contractor on his visual inspection and verifies that this inspection has been thorough and to the best of his knowledge and belief, the Asbestos Abatement Contractor's certification above is a true and honest one.

By: (Signature) _____ Date: _____

(Print Name) _____ Title: _____

Company Name: _____

**CITY OF SCHENECTADY CITY HALL
SCHENECTADY, NEW YORK
CONTAMINATED CRAWLSPACE
Asbestos Abatement Project
PSI Project Number 08212093**

Answer to item 10:

Project Background

The crawlspace of the City of Schenectady City Hall building has asbestos containing pipe insulation and debris present in it. The crawlspace is approximately 14,000 square feet in size and has a dirt floor. There is approximately 2,200 linear feet of pipe insulation in damaged condition throughout the crawlspace. Debris from the pipe insulation is present throughout the crawlspace. The entire crawlspace is considered contaminated and will be abated. There is limited access to the crawlspace from two openings in the boiler room and from an opening in a storage room.

Approximately 600 square feet of the crawlspace was abated previously due to a sewer leak under site-specific variance file number 16-0293.

In order to perform the abatement a site-specific variance is being requested. As the work area is accessed through the boiler room or from a small storage room, there is limited space to construct large project size decontamination enclosures. It is requested that a small project sized decontamination enclosure be utilized where there is not space to construct a large project sized decontamination enclosure.

There are no openings to the exterior from the crawlspace. The access to the crawlspace is greater than twenty-five (25) feet from the exterior of the building. Additionally, it is not possible to run negative air pressure unit exhaust ducts throughout City Hall and maintain City operations. It is proposed that negative air ventilation units that cannot be exhausted to the outside of the building or structure shall be directed to an unoccupied, controllable location within the building. This location shall be accessible for the placement of air monitoring equipment. A controllable area shall be defined as an existing, vacant room or an area within a larger space isolated by barrier tape and warning signs. This location shall be adequately sized to accommodate the increase in positive pressure in the area. Air monitoring shall be conducted at each tube. Banking of tubes for air monitoring shall not be permitted.

Contaminated soils in the crawlspace will be removed to a depth of two inches. At locations of visible debris, removals will extend a minimum of six inches under the location of the debris and within a one foot perimeter of the debris. All pipe insulation within the work area shall be abated. Due to the damaged condition of the pipe insulation, the use of glovebags is not feasible. Contaminated materials within the work area that cannot be decontaminated shall be disposed of as asbestos containing.

Based on the presence of soil remaining in the crawlspace, performance of aggressive final clearance air testing is infeasible. Therefore, abatement will be considered complete following removal of all ACM impacted materials and contaminated soil and subsequent receipt of satisfactory final cleaning daily air sample results.

The following proposed variances detail our request and the “Answer to Question 26” details additional controls which shall be followed to maintain health and safety.

Proposed Variances

PSI is proposing to permit the abatement of ACM from the crawlspace of the City Hall building located at 105 Jay Street in Schenectady, New York as follows:

Containment Method	Removal Methods	Locations of Use	ACM	Estimated Quantities
Partial Containment	Gross Removal	Crawl Space	Pipe Insulation	2,200 Linear Feet
			Debris and Contaminated Soils and Materials	14,000 Square Feet

To permit this abatement the following variances from Industrial Code Rule 56 are requested:

- | | | |
|---------------------|---------------|---|
| Entire Project | 56-4.8(a) | Allow 72 hour turnaround time for samples collected on Fridays when no work is performed on the weekends. |
| Partial Containment | 56-7.5(b) | Allow the use of small project size personal decontamination system enclosure where there is not enough space to construct a large project size decontamination system. |
| | 56-7.8(a)(11) | Allow negative air exhaust to unoccupied, controllable location within the building where it is not feasible to exhaust to the exterior of the building. |
| | 56-7.11(e) | Extend exemption from floor, wall and ceiling plastic to these proposed partial containment work areas due to contaminated surfaces. Critical seals shall be required. |
| | 56-9.1(b-d) | As only critical seals shall be required, multiple cleaning and sheeting removals can not be performed. |
| | 56-9.2(d) | In place of aggressive final air samples, the prior days abatement samples shall be used to clear the area along with the Project Monitor’s Final Visual Inspection. |

The following answer to item 11 shall provide for the safety of all parties using this variance.

Answer to item 11:

In addition to the requirements of Industrial Code Rule 56, the following requirements shall be followed to maintain the health and safety of all parties using this variance.

Partial Containment Work Areas

1. Regulated abatement work areas, decontamination units, airlocks, and dumpster areas shall be cordoned off at a distance of twenty-five feet (25') and shall remain vacated except for certified workers until satisfactory clearance air monitoring results have been achieved or the abatement project is complete. These areas shall have signage posted in accordance with 56-7.4(c).
2. Personal and waste decontamination enclosures shall be attached (contiguous) to the crawlspace work areas and shall be removed only after satisfactory clearance air monitoring results have been achieved for the regulated abatement work area.
 - a. Where construction of large project sized personal and waste decontamination enclosures are not feasible, attached small project sized decontamination enclosures shall be constructed.
3. Once the regulated abatement work area is occupied by the abatement contractor, the asbestos project begins and PPE shall be worn at all times, even during preparation.
4. Walls, floors and ceilings within the crawlspace work area shall remain free of polyethylene sheeting except at critical barriers. Critical barriers shall be installed and negative air established prior to any removals for preparation work. All penetrations to the floor above shall be sealed with expandable spray foam.
5. Where it is not feasible to exhaust negative air ventilation units to the exterior of the building, the negative air ventilation units shall exhaust to an unoccupied, controllable location within the building. This location shall be accessible for the placement of air monitoring equipment. Air monitoring shall be conducted at each tube.
6. A minimum of eight (8) air changes per hour shall be observed. A minimum four hour preabatement settling period shall be observed.
7. Two (2) inches of contaminated soil throughout the crawlspace will be removed and disposed of as asbestos containing. At locations of visible debris, the abatement contractor shall excavate and abate all ACM. Removals and cleanup shall include all visible or suspect asbestos debris, as well as a minimum two (2) inches of soil at least one (1) foot in each direction of and immediately underneath removal location. All soil excavated shall be treated as asbestos containing.
8. The last set of daily air samples will be used as clearance samples in lieu of aggressive clearance samples.

All other requirements shall be maintained.



Petition for an Asbestos Variance

To apply for an asbestos variance, the Project Designer must:

- Complete all of the information on pages one and two of this asbestos variance request. Please type or print.
- Sign and date page two of the certification and all of the attachments.
- Send two copies of the petition and all attachments, with your \$350 fee, to the address at the top of this page.
 - Make your check or money order payable to the Commissioner of Labor.
- Optional: To speed up the process you may include a self-addressed, stamped, express-mail envelope.

1 a. Is this petition related to a safety or health emergency? Yes No

b. If yes, explain: _____

2 a. Name of Petitioner (Property Owner): City of Schenectady

b. Street Address: 105 Jay Street

c. City: Schenectady d. State: NY e. Zip: 12305

f. Telephone Number: (518) 382 - 5082 g. Fax Number: () -

h. Petitioner's Federal Employee Identification Number (FEIN) _____

3 a. Petitioner's Agent (Asbestos Contractor) Firm Name: Professional Service Industries (PSI)

b. Street Address: 104 Erie Boulevard

c. City: Schenectady d. State: NY e. Zip: 12305

f. Telephone Number: (518) 377 - 9841 g. Fax Number: (518) 377 - 9847

4 a. Asbestos Contractor License No. 29878 b. Name of Firm: PSI

5. Building Description:

a. Affecting premises known as: City Hall

b. These premises are situated on the North, South, East, West side of Street, Ave, Road.

c. County of Schenectady

d. Street Address: 105 Jay Street

e. City: Schenectady f. State: NY g. Zip: 12305

h. Is building occupied? Yes No

i. Current function of building: City Hall

j. Approximate area (square feet) of building: _____ k. Number of stories or height in feet: Two

l. What is within 25 feet of all four sides (North, South, East, West) of building? i.e. sidewalk, alley, land, another building, etc.: All Sides: Grass, Sidewalk and Roadway

6. Order To Comply or Notice of Violation. Attach copy.

a. Issued to: Owner Asbestos Contractor Operator Other

b. Name on Order or Notice: _____ c. Date issued: / /

d. List the Industrial Code Rule (ICR) citations given on the Order to Comply or Notice of Violation: _____

7. If a variance has been granted previously for work closely resembling this project list:

a. Variance number: 16-0293 b. Date variance granted: 03 / 18 / 2016

Bidding Documents



BID BOND REQUIREMENTS

The following requirements must be observed in the preparation of bid bonds to ensure their validity and acceptance by the City of Schenectady:

1. A bid bond must be payable to the City of Schenectady, and must state the subject of the bid.
2. A Bid bond must be signed by the principal (the bidder), personally, or if a corporation, by an authorized agent, accompanied by a corporate seal denoting that the signer was authorized to sign the bid bond.
3. A bid bond must also contain a signature of a representative of the obligator, or maker of the bid bond, accompanied by a corporate seal as in "2" above.
4. These signatures must be witnessed.
5. A bid must contain verification or acknowledgments of the signatures required by Paragraphs "2" and "3" denoting the fact of signature and the authority to do so.
6. There must be a "Power of Attorney" signed by an officer of the company and duly acknowledged.

CITY OF SCHENECTADY
DEPARTMENT OF ENGINEERING & PUBLIC WORKS

STATEMENT OF BIDDER'S QUALIFICATION

(To be submitted by the Bidder)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires..

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the construction business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract? If so, where and why?
10. 10 years experience in construction work similar in importance to this project.
11. Background and experience of the principal members of your organization, including the officers.
12. Credit available: \$_____.
13. Give Bank reference:_____.
14. Federal Tax I.D. No.:_____.

Information for Commodity Bids

All bid prices shall include freight and shall be quoted F.O.B. destination.

The City operates a formal Purchase Order System. Under no circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to City.

All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.

Unless otherwise specified by the City, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.

Orders may be placed on an "as-needed" basis by City departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.

CITY OF SCHENECTADY
BIDDING SHEET
PROPOSAL

BIDS TO BE RECEIVED UNTIL 10:30 A.M. EASTERN STANDARD TIME ON FEBURARY 8TH, 2017: THE HONORABLE COUNCIL OF THE CITY OF SCHENECTADY, NEW YORK

“THE CITY OF SCHENECTADY CITY HALL BASEMENT ABATEMENT.”

The Undersign proposes: to perform all work in accordance with specifications on file in the office of the City Engineer for the following prices:

Unit Prices (a) shall be the bid for materials and supplies as required, necessary, or proper for, incidental to, the completion of Bid Item.

Unit Prices (b) shall be the bid for all work essential to the completion of this Bid Item, exclusive of materials and supplies as designated in Unit Price (a).

Unit Price (c) shall be the total of Unit Prices (a) and (b).

Extension shall be the Unit Price (c) multiplied by the Approximate Quantity.

The quantities stated in bid are approximate only and are for specific purpose of preparing bids. The engineer reserves the right to vary the quantities or delete items and the Contractor shall not be entitled to extra payment; i.e., increase in unit price, due to such amended quantities or deleted items.

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE (a)	UNIT PRICE (b)	UNIT PRICE (c)	EXTENSION
	COMPLETE ABATEMENT OF AREA	1	LS				
	TOTAL PROPOSAL “1A” ALL FUND SOURCES:						
	IN WORDS:						

CONTRACT WILL BE AWARDED AS FUNDING BECOMES AVAILABLE FOR EACH PROPOSAL. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NO DEFAULT SHALL BE DEEMED TO OCCUR IN THE EVENT NO FUNDS OR INSUFFICIENT FUNDS ARE APPROPRIATED AND BUDGETED BY OR ARE OTHERWISE UNAVAILABLE TO THE CITY FOR PAYMENT UNDER THIS AGREEMENT. THE CITY WILL IMMEDIATELY NOTIFY THE CONTRACTOR OF SUCH OCCURRENCE AND THIS AGREEMENT SHALL TERMINATE ON THE LAST DAY OF THE FISCAL PERIOD FOR WHICH APPROPRIATIONS WERE RECEIVED WITHOUT PENALTY OR EXPENSE TO THE CITY OF ANY KIND WHATSOEVER, EXCEPT AS TO THOSE PORTIONS HEREIN AGREED UPON FOR WHICH FUNDS SHALL HAVE BEEN APPROPRIATED AND BUDGETED.

CASH, CERTIFIED CHECK, BID BOND OR BANK CHECK IN THE AMOUNT OF FIVE PERCENT (5%) OF GRAND TOTAL OF PROPOSALS AND ALTERNATES TO ACCOMPANY BID.

BIDDERS ARE REQUIRED TO MAKE ITEM BY ITEM COMPARISON WITH THE DETAILED SPECIFICATION. FAILURE TO DO SO MAY RESULT IN THE BID BEING CLASSIFIED AS IRREGULAR AND REJECTED. (SEE GENERAL INFORMATION – INFORMATION TO BE SUBMITTED WITH BID).

CONTRACTOR:

BY:

BIDDER'S QUALIFICATIONS

The undersigned guarantees the accuracy of all statements and answers herein contained.
(Please print in ink).

1. How many years has your firm been in business as a Contractor? _____years.

2. List up to three (3) projects of this nature that you have completed in the last three (3) years and give the name, address and telephone number of a reference from each. Also, give the completion date, the original contract bid price and the completed cost of each project listed.

3. List projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract.

4. Have you ever failed to complete work awarded to you? If so, state where and why.

5. Do you plan to sublet any part of this work? If so, give details.

6. What equipment do you own that is available for this work?

7. What equipment do you plan to rent or purchase for this work?

8. Have you ever performed work under the direction of a Professional Engineer or registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

9. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility; a surety, a bank and a major material supplier.

10. Give a summary of your financial statement. List assets and liabilities; use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information to the Owner within forty-eight (48) hours of the opening of the Bids.

11. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name). It is absolutely necessary that this information be furnished.

CORPORATION/BUSINESS NAME OF BIDDER

a) The business is a _____

b) The address of principal place of business is: _____

c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

GENERAL:

In addition to the foregoing, the City may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the City, within five (5) days of a request, all such information and data for this purpose as may be requested. The City reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

DISQUALIFICATION:

1. The City reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
 - (a) Failure to comply with any pre-qualification regulations of the City, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
 - (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the City issues the Bidding Documents to a prospective bidder.
 - (c) Bidder's default under previous contracts with the City.
 - (d) Bidder's unsatisfactory work on previous contracts with the City.
2. Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.
3. The City reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
4. Bids will be considered irregular and shall be subject to rejection for the following reasons:
 - (a) If the bid is on a form other than that furnished by the City, or, if the City's form is altered, or, if any part of the bidding documents is detached.

- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified.

BID CERTIFICATION SHEET

I HEREBY CERTIFY THAT I HAVE READ THE NOTICE TO BIDDERS, GENERAL INFORMATION, SPECIFICATIONS, ADDENDUM (IF ANY ATTACHED), BIDDING SHEET, AND ANY OTHER INFORMATION PERTINENT TO THIS BID. FAILING TO COMPLY WITH THE ABOVE SHALL CAUSE BID TO BE REJECTED AS INFORMAL AND CONSIDERATION WILL NOT BE GIVEN BY THE CITY OF SCHENECTADY.

SIGNED

TITLE

(SIGNED COPY MUST BE RETURNED WITH BID)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of New York _____)
County of _____)SS.

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____ the Bidder that has submitted the attached bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances in relation to such Bid:
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, conceived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against _____ (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

Title: _____

Subscribed and sworn to before me
this _____ day of _____, 20____

Notary Public

My commission expires:

CONTRACTOR'S LABOR LAW CERTIFICATE OF COMPLIANCE*

NAME OF PROJECT _____ PROJECT NUMBER _____

LOCATION _____ DATE _____

CONTRACT FOR: _____

CONTRACT AWARDED: _____
DATE

"I hereby certify that all of the contract requirements as specified under the Labor Standards, including applicable provisions of Sections 220, 220a thru to 220e and 222 of the Labor Laws of the State of New York, have either been complied with by _____
_____ as Principal Contractor and by each Subcontractor employing mechanics or laborers at the site of the work or that there is an honest dispute with respect to the applicability of a provision."

SIGNATURE

Printed Name

TITLE

Subscribed and sworn to before me

this _____ day of _____, 20____.

Notary Public/Commissioner of Deeds

MY COMMISSION EXPIRES _____

*NOTE: Two copies of the certificate must be submitted by the contractor with the final payment estimate.

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications form proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and the he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18.U.S.C. Section 1001.

Date _____, 20____
(Name of Bidder)

By:

Title

Official Address
(including Zip Code):

**Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law
Iranian Energy Sector Divestment**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature _____

Name Printed: _____

Title: _____

Company Name: _____

Date: _____

LIQUIDATED DAMAGES

Time is of the essence with this Project and Agreement. The City of Schenectady will suffer financial loss if the work is not completed within the times specified, plus any extensions thereof. Delays, expense and difficulties will be involved in proving the actual loss suffered by the City of Schenectady if the work is not completed on time. Accordingly, instead of requiring such proof, the City of Schenectady and the successful Bidder will agree that as liquidated damages for delay (but not as a penalty) the successful Bidder shall pay the City of Schenectady five hundred dollars (\$500.00) for each day that expires after the time specified for Substantial Completion, until such time as the work is substantially complete. After Substantial Completion, if the successful Bidder shall neglect, refuse, or fail to complete the remaining work within the time specified for completion and readiness for final payment or any proper extension thereof granted by the City of Schenectady, the successful Bidder shall pay the City of Schenectady five hundred dollars (\$500.00) for each day that expires after the time specified for completion and readiness for final payment.

Dated: _____

Name:

Title:

EQUIVALENT GOODS

Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of “equal or better” or “or equal”, the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the City of Schenectady free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

Requests for substitution must be reviewed and approved by the City prior to receipt of bids. Vendors wishing to quote substitute equipment shall complete and return a “Request for Substitution Approval” with complete specifications and manufacturer’s descriptive literature, by a week before the bidding deadline to the Schenectady City Clerk, 105 Jay Street, Schenectady, New York 12305, or via fax to (518) 382-0030.

Award Documents



N.B. - The bidder is warned not to fill in any of the following spaces. This Contract, after awarded, will be made out under the direction of the Corporation Counsel.

CONTRACT
ARTICLES OF AGREEMENT

THIS AGREEMENT made and concluded this __ day of __ in the year __, by and between the City of Schenectady, N.Y. by Gary R. McCarthy as Mayor of said City, party of the first part and _____, as _____ of _____, party of the second part.

WITNESSETH, that the parties hereto for the consideration hereinafter named, agree as follows:

ARTICLE I. PERFORMANCE EMBRACES

The party of the second part agrees to furnish all the apparatus, appliances, equipment, materials, supplies or labor called for on the Bidding Sheet, as shown on the plans where plans are supplied and as described in the specifications and to complete and deliver over to the City, in perfect order and condition, all such apparatus, appliances, equipment, materials, supplies or the results of labor included under this Contract on the date set in the bid.

The performance being for the 2015 City of Schenectady Paving Program.

ARTICLE II. PAYMENTS

The party of the first part agrees to pay the Contractor for the performance of all requirements under this Contract in lawful currency of the United States. When the amount of the Contract, based upon the Engineer's estimate, is two thousand dollars (\$2,000.00) or over, payments shall be made to the Contractor in monthly installments subject to reduction of not more than five percent of each progress payment to the contractor except that the City may retain in excess of five percent but not more than ten percent of each progress payment to the contractor provide there are no requirements by the City for the contractor to provide a performance bond and a labor and material bond both in full amount of the contract, provide such performance is being prosecuted in conformity with the plans, specifications and contract in a manner satisfactory to the Engineer and, also provided that the amount of each installment shall not be less than one thousand dollars (\$1000.00). The party of the first part may at any time reserve and retain out of said installment, and retain by the terms hereof or by any act of the legislation of the State of New York or by any ordinance of the City of Schenectady,

Final payment shall be made for one hundred percent (100%) of the value of the performance completed and accepted based upon the actual measured quantities, performance and the unit price bids (c), said unit price bids being the total unit price bids equal to the sum of unit price bid (a) for material and supplies required, necessary or proper for or incidental to the completion of the Bid Item plus unit price bid (b) for all work except supplies and materials to complete the Bid Item in the contractor's proposal herein contained after deducting all previous payments.

Said final payment shall be paid within ninety (90) days of the completion and acceptance of the performance. When stated in the Notice to bidders or in the specifications that a definite amount will be retained for a specified period after completion of the contract, it is hereby agreed that such retainer shall be held from the final payment for the time specified.

ARTICLE III, THE CONTRACT

It is mutually agreed by both parties hereto that the contract, the Notice to Bidders, the Proposal, The General Conditions, the Special Conditions, the Detailed Specifications, the Plans (when plans are supplied) and the bonds to secure the proper performance and maintenance of the work from the contract and that they are as fully a part of the contract as if hereto attached or herein repeated. The City and the contractor, for themselves, their heirs, administrators, assigns, executors or successors hereby agree to the full performance of the covenants herein contained.

ARTICLE IV GROUNDS FOR CANCELLATION OF CONTRACT

Upon the refusal of a person, 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 of 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 person 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 the City of Schenectady for goods, work or services for a period of five years after such refusal, and

(b) any and all contracts made with the City of Schenectady since July 1, 1959 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 City of Schenectady without incurring any penalty or damages on account of such cancellation or termination shall be paid.

ARTICLE V EFFECT OF SALES TAX LITIGATION ON VALIDITY OF CONTRACT

It is recognized by the parties hereto that the solicitation of bids by the bidders in the form used in the bid sheet herein, whereby bidders separately stated prices for (a) the sale to the City of materials and (b) all work required for the performance of the Contract except materials and the preparation of the Contract in accordance with such bid form are solely to enable the City to utilize and benefit from its status as a subdivision of the State of New York exempt from the sales tax and compensating use taxes imposed by the State of New York or any

of its subdivisions. If any of the contract documents should be declared illegal by any court because of such division of the total amount required for the performance of this contract into separate parts for furnishing materials on the one hand and the performance of all work except such materials on the other hand, such action or decision shall not relieve any party under this contract of its obligations there under. In the event this contract should be declared invalid as aforesaid, then the bids accepted for the performance of this contract and other contract documents shall be treated by the parties hereto as though the bids were submitted as a single unit price bid consisting of the total of the unit price bids submitted for the above described division or parts respectively for materials on the one hand and the performance of all work except materials on the other hand for each bid item.

ARTICLE VI
SEVERABILITY

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

ARTICLE VI
NON APPROPRIATIONS CLAUSE

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the City for payment under this Agreement. The City will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

CONTRACTOR'S CERTIFICATE OF COMPLIANCE*

NAME OF PROJECT _____ PROJECT NUMBER _____

LOCATION _____ DATE _____

CONTRACT FOR: _____

CONTRACT AWARDED: _____
DATE

"I hereby certify that all of the contract requirements as specified under the Labor Standards, including applicable provisions of Sections 220, 220a thru to 220e and 222 of the Labor Laws of the State of New York, have either been complied with by _____ as Principal Contractor and by each Subcontractor employing mechanics or laborers at the site of the work or that there is an honest dispute with respect to the applicability of a provision."

SIGNATURE

TITLE

Subscribed and sworn to before me

this _____ day of _____, 20____.

SIGNATURE

TITLE

MY COMMISSION EXPIRES _____

*NOTE: Two copies of the certificate must be submitted by the contractor with the final payment estimate.

Prevailing Wage Rates



This project shall comply with the generic prevailing wage schedule set by the New York State Department of Labor for Schenectady County. The applicable wage schedule can be found at the below New York State Department of Labor website.

<https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1350579>

