

**THIS IS THE BID SUBMISSION PACKET
PLEASE COMPLETE ALL FORMS**

PROPOSAL SUMMARY FORM

Name of Firm _____

PROJECT	PROPOSED COST	ANTICIPATED # OF DAYS TO COMPLETE WORK
DEMOLITION & SITE CLEARANCE, 303 OAKDALE RD FFY 2020 CDBG BID TOTAL	\$ _____ (written in words) \$ _____ (written in figures)	
DEMOLITION & SITE CLEARANCE, 43 ENDICOTT AVE FFY 2020 CDBG BID TOTAL	\$ _____ (written in words) \$ _____ (written in figures)	
BID TOTAL	\$ _____ (written in words) \$ _____ (written in figures)	

ALL STRUCTURES ON PROPERTIES TO BE DEMOLISHED

In submitting this Bid, the Bidder understands that the right is reserved by the Town to reject any and all Bids. If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before the Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement within ten (10) days after the agreement is presented to him for signature.

The final completion date for this project is September 30th, 2021.

Signature of Bidder _____

NON-COLLUSIVE CERTIFICATION

In accordance with Section 103-d of the New York State General Municipal Law, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in any case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- a. The prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement for the purpose of restricting competition to any matter relating to such prices with any other bidder or with any competitor:
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the other bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, or any other bidder or to any other competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

Name of Firm:

Signature:

Date:

DEMOLITION AND SITE CLEARANCE SPECIFICATIONS
303 OAKDALE ROAD, JOHNSON CITY, NY 13790
43 ENDICOTT AVENUE, JOHNSON CITY, NY 13790

PROJECT DESCRIPTION

1. This project involves the demolition and site clearance of properties located in the Town of Union that have been or will be acquired by the Town for the purpose of demolition. All of the buildings on the properties must be demolished. Due to the potential for asbestos containing material, this shall be a controlled demolition. Demolition procedures will proceed as per regulations prescribed in full compliance with the rules and regulations of the State of New York: 12 NYCRR Part 56.
2. The Contractor must meet all applicable requirements as detailed in the Technical Specifications; however any interior abatement specifications may not apply to this project. Any federal, state, or local required asbestos handling and demolition regulations that are not listed will still apply.
3. The Contractor shall coordinate with the environmental consultant hired by the Town to act as the Project Monitor.
4. The bidder must submit to the Town of Union a completed bid packet for bids to be considered. Incomplete bid packets may not be considered. The bid amount must include all costs associated with the demolition work as detailed in the technical specifications. If for any reason a property is not demolished the cost for said property amount will be deducted from the proposed total cost.
5. Eligible bidders must have at least five (5) years experience in demolition projects. In addition, eligible bidders must have a record of professional responsibility for all companies and entities owned or controlled, even in part, by the Contractor's primaries.
6. Asbestos Notification fees and Demolition Permit fees have been waived by the appropriate regulatory agencies. The Town will notify the awarded Contractor of the Asbestos Notification Fee Waiver Case Number and also present copies of the Condemnation Letters for each property. Separate Demolition Permits must be submitted to the Town of Union Code Office for each property address and separate Notifications must be submitted to the Department of Labor for each free-standing building onsite.
7. Please review the Sample Insurance certificate for required insurance amounts. Pollution Liability shall be required with this bid in the amount shown. The Town of Union shall be listed as additional insured. C105.2 proof of Worker's Compensation and DB 120.1 for proof of Disability Insurance must be submitted.
8. Prior to demolition, the awarded contractor along with the awarded monitor must have a pre-demolition meeting with the Town of Union Planning Department and Code Department. The Town will provide space for the meeting. This scheduled meeting may be done concurrently with the required Dig Safe Pre-Demolition meeting.

9. Prior to demolition, the awarded contractor must contact the NYS Department of Transportation to obtain any necessary permits for staging vehicles on the shoulder of state roads.
10. A Notice to Proceed must be issued from the Planning Department prior to the start of the demolition and will only be issued once all pre-demolition requirements are met completely. In addition, each building to be torn down (excluding minor buildings such as pre-fabricated sheds) will be marked by the Town after the Notice to Proceed has been issued. This marking must be fully visible before the demolition of the building begins. The mark will consist of a black or white "X" within a circle. The awarded Contractor must also retrieve and return Town of Union signs that have been posted on each building whenever possible.
11. Where possible, utility companies and agencies have been contacted to disconnect and remove services for gas, electric, cable, telephone, and water. It is the contractor's responsibility to verify all utilities have been disconnected prior to demolition. The contractor is responsible for capping the sewer service according to the requirements of the respective municipality. A special sewer capping schedule must be submitted to the Town prior to capping the sewers.
12. For questions about the Broome County Flow Control Ordinance, please contact Broome County Solid Waste Management at (607) 778-2250.
13. During the demolition phase, foundations of structures to be demolished will be pushed in below grade and any basements will be backfilled using clean fill from an existing off-site material borrow source. Slabs, walkways, driveways, concrete stair footings, and similar appurtenances must also be removed. Ground disturbance will be limited to the immediate area of the demolished structures. Construction equipment will be operated within existing driveways and the perimeters of structures to limit ground disturbance. Special care must be taken by the Contractor to ensure no damage is done to Town sidewalks and curbs.
14. Time is of the utmost essence for this project. The demolition projects covered by this Contract shall be completed no later than the dates specified for each property on Table 1. Total demolition time allotted for this project is two days per property address. Except by express written permission from the Town of Union Planning Department, excess monitoring time above and beyond what has been allotted will be the demolition contractor's responsibility to pay.
15. In addition to all other regulatory and contractual corrections, failure to meet any or all of the requirements for this project will be noted and used in evaluation of all future bids with the Town of Union.

TECHNICAL SPECIFICATIONS

PART 1 GENERAL

1.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, equipment, transportation, and services as necessary to complete the work included in the Technical Specifications provided by the Town of Union. This work shall include but not be limited to the demolition and removal of above grade structures, buildings, concrete slabs on grad, culverts, curbs and walkways, underground concrete vaults, with associated reinforcing elements, asphalt concrete: underground lines abandoned utilities and underground storage tanks, and proper disposal of asbestos containing and contaminated materials and disposal of all non-asbestos debris in an appropriate landfill within the work area.

B. The Contractor is responsible for all site restoration, grading and seeding of the disturbed area as a result from the excavation process.

C. The Contractor shall be responsible for contacting and notification of all utility companies (i.e. electric gas water telephone and cable).

D. The Contractor shall familiarize themselves with all conditions of the Project site and is responsible for verifying quantities and locations of all Work to be performed. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the Work.

E. All Work shall be performed in strict accordance with the Project Documents and all governing codes, rules, and regulations. Where conflicts occur between the Project Drawings, Documents and applicable codes, rules, and regulations, the more stringent shall apply.

F. Working hours shall be as required and approved by the Town of Union. Asbestos abatement activities including, but not limited to, work area preparation, gross removal activities, cleaning activities, waste removal, etc. may be performed during ‘off-hours’(including nights and weekends) if approved by the Town of Union. The Contractor shall coordinate and schedule all Work with the Town of Union’s representative.

G. The Contractor while on site is expected to perform in a competent and professional manner.

1.02 SPECIAL JOB CONDITIONS

Any special job conditions, including variances obtained by the Town of Union, are described below.

A. Care shall be taken to protect any adjoining building or properties from any damage which may be caused by the work of this Contractor. Should any damages result from the operations, the Contractor, at his expense, shall make all necessary repairs. All steam lines will be shut down prior to demolition.

B. The Contractor shall make suitable provisions for maintaining traffic (both pedestrian and vehicular) on all adjacent walks street to the satisfaction of the Town of Union.

C. The Contractor shall ascertain if a Highway Work Permit is required from NYS DOT for any potential staging on Campville Road (NYS Rte 17C).

1.03 PERMITS AND COMPLIANCE

A. The Contractor shall obtain all demolition and disposal permits and licenses and give all notices required for performance and completion of the demolition and removal work, hauling and disposal of debris and assume full responsibility and liability for compliance with all applicable Federal, State, and local laws, rules, and regulations pertaining to Work practices, protection of Workers, authorized visitors to the site, persons, and property adjacent to the Work.

B. Perform asbestos related Work in accordance with New York State Industrial Code Rule 56 (as amended January 11, 2006 and herein referred to as Code Rule 56), 40 CFR 61 (NESHAPS), and 29 CFR 1926 (Construction Standard), as specified herein. Where more stringent requirements are specified, adhere to the more stringent requirements.

C. The Contractor must maintain current licenses pursuant to New York State Department of Labor and Department of Environmental Conservation for all Work related to this Project, including the removal, handling, transport, and disposal of asbestos containing materials.

D. The Contractor must have and submit proof upon request that any persons employed by the Contractor to engage in or supervise Work on any asbestos Project have a valid NYS asbestos handling certificate pursuant to Code Rule 56 with a minimum of two years' experience.

E. The Contractor shall comply fully with any variances secured from regulatory agencies by the Town of Union in the performance of the Work. Should the Contractor choose to apply for any variance, approval of the Town of Union is first required.

F. Failure to adhere to the Project Documents or to proceed in a timely or professional manner shall constitute a breach of the Contract and the Town of Union shall have the right to and may terminate the Contract provided, however, the failure of the Town of Union to terminate shall not relieve the Contractor from future compliance.

1.04 SUBMITTALS

A. Pre-Work Submittals: Within 7 days prior to the preconstruction conference, the Contractor shall submit 3 copies of the documents listed below, with all copies going directly to the Town of Union for review and approval prior to the commencement of asbestos abatement activities:

1. Contractor license issued by New York State Department of Labor.

2. Progress Schedule:

- a. Show the complete sequence of demolition/abatement activities and the sequencing of the Work plan.
- b. Show the dates for the beginning and completion of each major element of Work.

3. Project Notifications: As required by Federal and State regulatory agencies together with proof of transmittal (i.e. certified mail return receipt).

4. Building Occupant Notification: As required by regulatory agencies.

5. Demolition/Abatement Work: Plan shall include, but not be limited to, detailed outline of intended demolition and disposal procedures: Provide plans that clearly indicate the following:

- a. Regulated Abatement Work Area.
- b. Locations and type of all decontamination enclosures.
- c. Entrances and exits to the Work Area containments.
- d. Plan for equipment decontamination.
- e. Proposed location and construction of storage facilities and field office.
- f. Location of water and electrical connections to building services.
- g. Waste transport routes to the waste storage container.

6. Temporary Heat Plan: Provide written plan that clearly indicates how heat will be distributed and maintained. Include emergency power back up plans.

7. Disposal Site/Landfill Permit from applicable regulatory agency.

8. NYS Department of Environmental Conservation Waste Transporter Permit.

B. On-Site Submittals: Refer to Part 3.01 for all submittals, documentation, and postings required to be maintained on-site during abatement activities.

C. Project Close-out Submittals: Within 30 days of project completion, the Contractor shall submit 3 copies of the documents listed below. All sets of the documents shall be forwarded to the Town of Union for review and approval prior to the Contractor's final payment. Close-out packages must be complete prior to the Contractors final payment.

- 1. Originals of all waste disposal manifests and disposal logs.

2. OSHA compliance air monitoring records conducted during Work.
3. Daily progress log, including the entry/exit log.
4. A list of all Workers used in the performance of the Project, including name, social security number, NYS DOL certification number and type of certification (i.e. supervisor, asbestos handler, etc.).
5. For each Worker used in the performance of the Project, submit the Worker's Acknowledgment Statement.
6. Disposal Site/Landfill Permit from applicable regulatory agency.
7. Final project notifications and variances, if applicable.

1.05 PRE-CONSTRUCTION CONFERENCE

A. Prior to start of preparatory Work under this Contract, the Contractor shall attend a pre-construction conference attended by the Town of Union, and the Environmental Consultant.

B. Agenda for this conference shall include but not necessarily be limited to:

1. Contractor's scope of Work, Work plan, and schedule to include number of workers and shifts.
2. Location of decontamination waste enclosures
3. Contractor's safety and health precautions including protective clothing and equipment and decontamination Procedures.
4. Environmental Consultant's duties, functions, and authority.
5. Contractor's Work procedures including:
 - a. Methods of job site preparation and demolition methods.
 - b. Respiratory protection.
 - c. Disposal procedures.
 - d. Cleanup procedures.
 - e. Fire exits and emergency procedures.
6. Contractor's required pre-work and on-site submittals, documentation, and postings.

7. Contractor's plan for twenty-four (24) hour Project security both for prevention of theft and for barring entry of unauthorized personnel into Work Areas.

8. Temporary utilities, location and maintenance of sanitary facilities for the workman.

9. Storage of demolition asbestos containing materials.

10. Waste disposal requirements and procedures.

C. In conjunction with the conference the Contractor shall accompany the Town of Union and Environmental Consultant on a pre-construction walk-through documenting existing condition of the site, reviewing overall Work plan, location of fire exits, fire protection equipment, water supply and temporary electric tie-in.

1.06 APPLICABLE STANDARDS AND REGULATIONS

A. The Contractor shall comply with the following codes and standards, except where more stringent requirements are shown or specified:

B. Federal Regulations:

1. 29 CFR 1910.1001, "Asbestos" (OSHA)
2. 29 CFR 1910.1200, "Hazard Communication" (OSHA)
3. 29 CFR 1910.134, "Respiratory Protection" (OSHA)
4. 29 CFR 1910.145, "Specification for Accident
5. 29 CFR 1926.1101, "Asbestos, Tremolite, Anthophyllite, and Actinolite" (OSHA)
6. 29 CFR 1926.500 "Guardrails, Handrails and Covers" (OSHA)
7. 40 CFR 61, Subpart A, "General Provisions" (EPA)
8. 40 CFR 61, Subpart M, "National Emission Standard for Asbestos" (EPA)
9. 49 CFR 171-172, Transportation Standards (DOT)

C. New York State Regulations:

1. 12 NYCRR, Part 56, "Asbestos", Industrial Code Rule 56 (DOL) (amended January 11, 2006).
2. 6 NYCRR, Parts 360, 364, Disposal and Transportation (DEC)

3. 10 NYCRR, Part 73, “Asbestos Safety Program Requirements” (DOH)

4. NYS Fire Prevention & Building Code Subpart 23-1 & 23-3

D. Local Regulations:

Section 179-14 of the Broome County Charter (aka Flow Control Ordinance)

E. Standards and Guidance Documents:

1. American National Standard Institute (ANSI) Z88.2-80, Practices for Respiratory Protection

2. ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems

3. EPA 560/585-024, Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book)

4. EPA 530-S W-85-007, Asbestos Waste Management Guidance

5. ASTM Standard E1368 “Standard Practice for Visual Inspection of Asbestos Abatement Projects.”

6. New York Standards and Specifications for Erosion and Sediment Control

1.07 NOTICES

A. The Contractor shall provide notification of intent to commence asbestos abatement activities as indicated below.

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

U.S. Environmental Protection Agency

NESHAPS Coordinator

26 Federal Plaza

New York, NY 10007

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

New York State Department of Labor

Division of Safety and Health, Asbestos Control Program.

State Office Campus
Building 12 - Room 454
Albany, NY 1224

B. The Contractor is required to send notifications to regulatory agencies via mail or package delivery service that will provide proof of delivery and receipt.

C. The Contractor shall post and/or provide Building Occupant Notification at least 10 days prior to beginning abatement activities as required by Code Rule 56.

1.08 PROJECT MONITORING AND AIR SAMPLING

A. The Town of Union shall engage the services of an Environmental Consultant (the Consultant) who has current certification and licensing as a Project Monitor shall serve as the Town of Union's Representative in regard to the performance of the asbestos abatement Project and provide direction as required throughout the entire abatement Project period.

B. The Contractor is required to ensure cooperation of its personnel with the Consultant for the air sampling and Project monitoring functions described in this section. The Contractor shall comply with all direction given by the Consultant during the course of the Project.

C. The Consultant shall provide the following administrative services:

1. Review and approve or disapprove all submittals, shop drawings, schedules, and samples.

2. Assure that all notifications to governmental agencies by the Contractor are submitted in a timely manner and are correct in content.

3. Review and approve the Contractor's OSHA compliance testing laboratory.

D. The Consultant shall staff the Project with a trained and certified person(s) to act on the Town of Union's behalf at the job site. This individual shall be designated as the Abatement Project Monitor (APM).

1. The APM shall be on-site at all times the contractor is onsite. The Contractor shall not be permitted to conduct any Work unless the APM is on-site (except for inspection of barriers and negative air system during non-working days).

2. The APM shall have the authority to direct the actions of the Contractor verbally and in writing to ensure compliance with the Project documents and all regulations. The APM shall have the authority to Stop Work when gross Work practice deficiencies or unsafe practices are observed, or when ambient fiber concentrations outside the removal area exceed .01 f/cc or background level.

a. Such Stop Work order shall be effective immediately and remain in effect until corrective measures have been taken and the situation has been corrected.

b. Standby time required to resolve the situation shall be at the Contractor's expense.

3. The APM shall provide the following services:

a. Inspection of the Contractor's Work, practices, and procedures, including temporary protection requirements, for compliance with all regulations and project specifications.

b. Provide abatement Project air sampling as required by applicable regulations (NYS) and the Town of Union. Sampling will include background, work area preparations, asbestos handling, and final cleaning and clearance air sampling.

c. Verify daily that all Workers used in the performance of the Project are certified by the appropriate regulatory agency.

d. Monitor the progress of the Contractor's Work, and reports any deviations from the schedule to the Town of Union.

e. Monitor, verify, and document all waste load-out operations.

f. Verify that the Contractor is performing personal air monitoring daily, and that results are being returned and posted at the site as required.

g. The APM shall maintain a log on site that documents all project related and Consultant and Contractor actions, activities, and occurrences.

4. The following minimum inspections shall be conducted by the APM.

Additional inspections shall be conducted as required by Project conditions. Progression from one phase of Work to the next by the Contractor is only permitted with the written approval of the APM (as recorded in the APMs project log).

a. Pre-Construction Inspection: The purpose of this inspection is to verify the existing conditions of the site and to document these conditions.

b. Pre-Commencement Inspection: The purpose of this inspection is to verify the integrity of each containment system prior to disturbance of any asbestos containing material. This inspection shall take place only after the regulated area is completely prepped for demolition.

c. Work Inspections: The purpose of this inspection is to monitor the Work practices and procedures employed on the Project and to monitor the continued integrity of the regulated area. Inspections within the demolition areas shall be conducted by the APM during all preparation, removal, and cleaning activities. Inspections shall be conducted as warranted.

d. Visual Clearance Inspection: The purpose of this inspection is to verify that: all materials in the scope of work have been properly removed; no visible asbestos debris/residue remains; no pools of liquid or condensation remains; and all required cleanings are complete. This inspection shall be conducted before final air clearance testing.

e. Post-Clearance Inspection: The purpose of this inspection is to ensure the complete removal of ACM, including debris, from the Work Area after satisfactory final clearance sampling and removal of all isolation and critical barriers and equipment from the Work Area.

f. Punch List Inspection: The purpose of this action is to verify the Contractor's certification that all Work has been completed as contracted and the existing condition of the area prior to its release to the Town of Union.

E. The Consultant shall provide abatement Project air sampling and analysis as required by applicable regulations (New York State and/or AHERA). Sampling will include background, work area preparation, asbestos handling, and final cleaning and clearance air sampling.

1. Unless otherwise required by applicable regulations, the Consultant shall have samples analyzed by Phase Contrast Microscopy (PCM). Results shall be available within 48 hours of completion of sampling. Samples shall be collected as required by applicable regulations (New York State and/or AHERA) and these specifications. If Transmission Electron Microscopy TEM clearance air sampling is utilized by the Town of Union, the clearance criteria and sampling protocols must be in compliance with AHERA. If PCM air sample analysis results exceed the satisfactory clearance criteria, then TEM analysis of the entire set of clearance air samples may be used, provided that a standard NIOSH or ELAP accepted laboratory analysis method is utilized.

2. If the air sampling during any phase of the abatement project reveals airborne fiber levels at or above .01 fibers/cc or the established background level, whichever is greater, outside the regulated Work Area, Work shall stop immediately and corrective measures required by Code Rule 56 shall be initiated. Notify all employers and occupants in adjacent areas. The Contractor shall bear the burden of any and all costs incurred by this delay.

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

1.09 CONTRACTOR AIR SAMPLING

A. In addition to the requirements of OSHA 1926.1101, the Contractor shall be required to perform personal air monitoring every Work shift in each Work Area during which abatement activities occur in order to determine that appropriate respiratory protection is being worn and utilized.

B. The Contractor shall conduct air sampling that is representative of both the 8-hour time weighted average and 30-minute short-term exposures to indicate compliance with the permissible exposure and excursion limits.

C. The Contractor's laboratory analysis of air samples shall be conducted by an NYS DOH ELAP approved laboratory, subject to approval of the Environmental Consultant.

D. Results of personnel air sample analyses shall be available, verbally, within seventy-two (72) hours of sampling and shall be posted upon receipt. Written laboratory reports shall be delivered and posted at the Work site within three (3) days. Failure to comply with these requirements may result in all work being stopped until compliance is achieved.

1.10 PROJECT SUPERVISOR

A. The Contractor shall designate a full-time Project Supervisor who shall meet the following qualifications:

1. The Project Supervisor shall hold New York State certification as an Asbestos Supervisor.

2. The Project Supervisor shall meet the requirements of a Competent Person" as defined by OSHA 1926.1101 and shall have a minimum of two (2) years experience as a supervisor.

3. The Project Supervisor must be able to read and write English fluently, as well as communicate in the primary language of the Workers.

B. If the Project Supervisor is not on-site at any time whatsoever, all Work shall be stopped. The Project Supervisor shall remain on-site until the Project is complete. The Project Supervisor cannot be removed from the Project without the written consent of the Town of Union and the Environmental Consultant. The Project Supervisor shall be removed from the Project if so requested by the Town of Union.

C. The Project Supervisor shall maintain the bound Daily Project Log that also includes the entry/exit logs as required by New York State Department of Labor and section 2.03 of the Specifications and the Waste Disposal Log required by section 4.04 of the specifications.

D. The Project Supervisor shall be responsible for the performance of the Work and shall represent the Contractor in all respects at the Project site. The Supervisor shall be the primary point of contact for the Asbestos Project Monitor.

1.11 MEDICAL REQUIREMENTS

Before exposure to airborne asbestos fibers, provide Workers with a comprehensive medical examination as required by 29 CFR 1910.1001, and 29 CFR 1926.1101.

A. This examination is not required if adequate records show the employee has been examined as required by 29 CFR 1910.1001, and 29 CFR 1926.1101 within the past year.

B. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos fibers and within thirty (30) calendar days before or after the termination of employment in such occupations.

1.12 TRAINING

A. As required by applicable regulations, prior to assignment to asbestos Work instruct each employee with regard to the hazards of asbestos, safety and health precautions, and the use and requirements of protective clothing and equipment.

B. Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134, and 29 CFR 1926.1101. Provide respirator training and fit testing.

1.13 RESPIRATORY PROTECTION

A. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), and the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.

B. Respirators shall be individually fit-tested to personnel under the direction of an Industrial Hygienist on a yearly basis. Fit-tested respirators shall be permanently marked to identify the individual fitted, and use shall be limited to that individual. Fit-test and physical records shall be maintained on site for each employee.

C. Where fiber levels permit, and in compliance with regulatory requirements, Powered Air Purifying Respirators (PAPR) are the minimum allowable respiratory protection permitted to be utilized during gross removal operations of OSHA Class I or OSHA Class II friable ACM.

D. Respirators shall not be issued to personnel without such personnel participating in a respirator training program.

E. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.1101.

F. A storage area for respirators shall be provided by the Contractor in the clean room side of the personnel decontamination enclosure where they will be kept in a clean environment.

G. The Contractor shall provide and make available a sufficient quantity of respirator filters so that filter changes can be made as necessary during the work day. Filters will be removed and discarded during the decontamination process. Filters cannot be reused. Filters must be changed if breathing becomes difficult.

H. Filters used with negative pressure air purifying respirators shall not be used any longer than one eight (8) hour work day.

I. Any authorized visitor, Worker, or supervisor found in the Work Area not wearing the required respiratory protection shall be removed from the Project site and not be permitted to return.

J. Appropriate respirator filters for authorized visitors shall be made available by the Contractor.

1.14 DELIVERY AND STORAGE

A. Deliver all materials to the job site in original packages with containers bearing manufacturer's name and label.

B. Store all materials at the job site in a suitable and designated area approved by the Town of Union.

1. Store materials subject to deterioration or damage away from wet or damp surfaces and under cover.

2. Protect materials from unintended contamination and theft.

3. Storage areas shall be kept clean and organized.

C. Remove damaged or deteriorated materials from the job site. Materials contaminated with asbestos shall be disposed of as asbestos debris as herein specified.

1.15 TEMPORARY UTILITIES

A. Shut down and lock out all electrical power to the asbestos Work Areas.

B. Provide temporary 120-240 volt, single phase, three wire, 100 amp electric service with Ground Fault Circuit Interrupters(GFCI) for all electric requirements within the asbestos Work Area.

1. Where available, obtain from Town of Union existing system. Otherwise provide power from other sources (i.e. generator).

2. Provide temporary wiring and “weatherproof” receptacles in sufficient quantity and location to serve all HEPA equipment and tools.

3. Provide wiring and receptacles as required by the Environmental Consultant for air sampling equipment.

4. All power to the Work Area shall be brought in from outside the area through GFCI’s at the source. The contractor shall supply a power board on site designed to handle the expected electrical load during the project. The power board shall be installed, tested and activated prior to any other site work for the execution of this contract. This work shall be accomplished by a properly trained and experienced electrician

C. Provide temporary lighting with “weatherproof” fixtures for all Work Areas including decontamination chambers.

1. The entire Work Area shall be kept illuminated at all times.

2. Provide lighting as required by the Environmental Consultant for the purposes of performing required inspections.

D. All temporary devices and wiring used in the Work Area shall be capable of decontamination procedures including HEPA vacuuming and wet-wiping.

E. Utilize domestic water service, if available, from Town of Union existing system. Provide hot water heaters with sufficient capacity to meet Project demands.

PART 2 PRODUCTS

2.01 PROTECTIVE CLOTHING

A. Provide personnel utilized during the Project with disposable protective whole body clothing, head coverings, gloves and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape, or provide disposable coverings with elastic wrists or tops.

B. Provide sufficient quantities of protective clothing to assure a minimum of four (4) complete disposable outfits per day for each individual performing abatement Work.

C. Eye protection and hard hats shall be provided and made available for all personnel entering any Work Area.

D. Authorized visitors shall be provided with suitable protective clothing, headgear, eye protection, and footwear whenever they enter the Work Area.

2.02 SIGNS AND LABELS

A. Provide warning signs and barrier tapes at all approaches to asbestos Work Areas. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area.

1. Provide danger signs in vertical format conforming to 29 CFR 1926.1101, minimum 20" x 14" displaying the following legend.

DANGER ASBESTOS

CANCER AND LUNG DISEASE HAZARD

AUTHORIZED PERSONNEL ONLY

RESPIRATORS AND PROTECTIVE CLOTHING

ARE REQUIRED IN AREA

2. Provide 3" wide yellow barrier tape printed with black lettered, "DANGER ASBESTOS REMOVAL". Locate barrier tape across all corridors, entrances and access routes to the asbestos Work Area.

B. Provide asbestos danger labels affixed to all asbestos materials, scrap, waste, debris and other products contaminated with asbestos.

1. Provide asbestos danger labels of sufficient size to be clearly legible, displaying the following legend:

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

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

RQ HAZARDOUS SUBSTANCE

SOLID N.O.S.

ORM-E NA 9188

ASBESTOS

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

Generator Name

Facility Name

Facility Address

2.03 DAILY PROJECT LOG

A. Provide a Daily Project Log. The log shall contain on title page the Project name, name, address and phone number of Town of Union; name, address and phone number of Environmental Consultant; name, address and phone number of Abatement Contractor; emergency numbers including, but not limited to local Fire/Rescue department and all other New York State Department of Labor requirements.

B. All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area.

C. All persons entering and exiting the Work Area shall sign the log and include name, social security number, and time.

D. The Project Supervisor shall document all Work performed daily and note all inspections required by Code Rule 56, i.e. testing and inspection of barriers and enclosures.

2.04 SCAFFOLDING AND LADDERS

A. Provide all scaffolding and/or staging as necessary to accomplish the Work of this Contract. The type, erection and use of all scaffolding and ladders shall comply with all applicable OSHA construction industry standards.

B. Provide scaffolding and ladders as required by the Environmental Consultant for the purposes of performing required inspections.

2.05 SURFACTANT (AMENDED WATER)

Wet all asbestos-containing materials prior to removal with surfactant mixed and applied in accordance with manufacturer's printed instructions.

2.06 DISPOSAL BAGS, DRUMS, AND CONTAINERS

A. Provide 6 mil polyethylene disposal bags printed with asbestos caution labels. Bags shall also be imprinted with U.S. Department of Transportation required markings.

B. Provide 30 or 55 gallon capacity fiber, plastic, or metal drums capable of being sealed air and water tight if asbestos waste has the potential to damage or puncture disposal bags. Affix asbestos caution labels on lids and at one-third points around drum circumference to assure identification.

C. Containers and bags must be labeled in accordance with 40 CFR Part 61 NESHAPS and Code Rule 56. When the bags/containers are moved to the lockable hardtop dumpster from the waste decontamination system washroom, the bags must also be appropriately labeled with the date they are moved on the bag/container in waterproof markings.

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

2.07 HEPA VACUUM EQUIPMENT

A. All dry vacuuming performed under this contract shall be performed with High Efficiency Particulate Absolute (HEPA) filter equipped industrial vacuums conforming to ANSI Z9.2.

B. All power tools and specialized equipment including scraping nozzles with integral vacuum hoods connected to a manufacturer equipped HEPA vacuum with flexible hose.

2.08 POWER TOOLS

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

2.09 POLYETHYLENE SHEETING

A. All polyethylene (plastic) sheeting used on the Project (including but not limited to sheeting used for critical and isolation barriers, fixed objects, walls, floors, ceilings, waste container) shall be at least 6 mil fire retardant sheeting.

B. Decontamination enclosure systems shall utilize at least 6 mil opaque fire retardant plastic sheeting. At least 2 layers of 6 mil reinforced fire retardant plastic sheeting shall be used for the flooring.

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

A. Should visible emissions or water leaks be observed outside the Work Area, immediately stop Work and institute emergency procedures per Code Rule 56. Should there be elevated fiber levels outside the Work Area, immediately stop Work, institute emergency procedures per Code Rule 56, and notify all employers and occupants in adjacent areas. All costs incurred in decontaminating such non-Work Areas and the contents thereof shall be borne by the Contractor, at no additional cost to the Town of Union.

B. Medical approval, fit test reports, Worker Acknowledgments, and NYS DOL certificates shall be on site prior to admittance of any Contractor's employees to the asbestos Work Area.

C. The following submittals, documentation, and postings shall be maintained on-site by the Contractor during abatement activities at a location approved by the Abatement Project Monitor:

1. Contractor license issued by New York State Department of labor.
2. Certification, Worker Training, Medical Surveillance, Acknowledgments:
 - a. New York State Asbestos Handler certification cards for each person employed in the removal, handling, or disturbance of asbestos.
 - b. Evidence that Workers have received proper training required by the regulations and the medical examinations required by OSHA CFR 1926.1101.
 - c. Documentation that Workers have been fit tested specifically for respirators used on the Project.
 - d. Worker's Acknowledgments: Statements signed by each employee that the employee has received training in the proper handling of asbestos containing materials; understands the health implications and risks involved; and understands the use and limitations of the respiratory equipment to be used.
3. Daily OSHA personal air monitoring results.
4. NYS Department of Health ELAP certification for the laboratory that will be analyzing the OSHA personnel air samples.
5. NYS Department of Environmental Conservation Waste Transporter Permit.
6. Project documents (specifications and drawings.)

7. Notifications and variances (site specific and applicable.) Ensure that the most up-to-date notifications and variances are on-site.

8. Applicable regulations.

9. Material Safety Data Sheets of supplies/chemicals used on the Project.

10. Approved Abatement Work Plan.

11. List of emergency telephone numbers.

12. Magnahelic manometer semi-annual calibration certification.

13. Waste Disposal Log.

14. Daily Project Log.

15. Emergency Escape Plan

D. The following documentation shall be maintained on-site by the Abatement Project Monitor during abatement activities:

1. Contractor license issued by New York State DOL.

2. Air Sample Log.

3. Air sample results.

4. Project Monitor Daily Log

5. Asbestos Survey Report.

6. A copy of ASTM Standard E1368 “Standard Practice for Visual Inspection of Asbestos Abatement Projects.”

E. The Work Area must be vacated by building occupants prior to decontamination enclosure construction and Work Area preparation.

F. All demolition necessary to access asbestos containing materials for removal must be conducted within negative pressure enclosures by licensed asbestos handlers. Demolition debris may be disposed of as construction and demolition debris provided the Abatement Project Monitor determines that it is not contaminated with asbestos and there has been no disturbance of ACM within the enclosure. If the demolition debris is determined to be contaminated or ACM has been disturbed, it must be disposed of as asbestos waste.

3.02 PERSONNEL DECONTAMINATION ENCLOSURE

A. Provide personnel remote decontamination enclosure contiguous to the Work Area. The decontamination enclosure shall be attached to the Work Area and not located within it unless isolation barriers are installed. If the decontamination chamber is accessible to the public it shall be fully framed and sheathed to prevent unauthorized entry. The location of the decontamination enclosure shall be placed at the discretion of the Town of Union.

B. Access to the Work Area will be from the clean room through an air-lock to the shower and through an air lock to the equipment room. Each airlock shall be a minimum of three feet from door to door. Additional air locks shall be provided as required by Code Rule 56 for remote decontamination enclosures.

C. The decontamination enclosure ceiling and walls shall be covered with one layer of opaque 6 mil polyethylene sheeting. Two layers of reinforced polyethylene sheeting shall be used to cover the floor.

D. The entrance to the clean room shall have a lockable door. Provide suitable lockers for storage of Worker's street clothes. Storage for respirators along with replacement filters and disposable towels shall also be provided.

E. Provide a temporary shower with individual hot and cold water supplies and faucets. Provide a sufficient supply of soap and shampoo. There shall be one shower for every six Workers. The shower room shall be constructed in such a way so that travel through the shower chamber shall be through the shower. The shower shall not be able to be bypassed.

F. Shower water shall be drained, collected and filtered through a system with at least a 5.0 micron particle size collection capability containing a series of several filters with progressively smaller pore sizes to avoid rapid clogging of the system. The filtered waste water shall then be discharged to a sanitary sewer in accordance with applicable codes and the contaminated filters disposed of as asbestos waste.

G. The equipment room shall be used for the storage of tools and equipment. A walk-off pan filled with water shall be located in the Work Area outside the equipment room for Workers to clean foot coverings when leaving the Work Area. A labeled 6 mil plastic ACM waste bag for collection of contaminated clothing shall be located in this room.

H. The personal decontamination enclosure shall be cleaned and disinfected minimally at the end of each Work shift and as otherwise directed by the Asbestos Project Monitor.

3.03 WASTE DECONTAMINATION AREAS

A. Decontamination Areas. All decontamination areas shall be within the regulated abatement work area. An equipment decontamination area shall be cordoned off within the worksite for cleaning of heavy equipment, i.e., backhoes, excavators loaders, etc. The ground

surface in this decontamination area shall be banked on the sides to confine the contaminated wastewater.

B. Equipment Decontamination. Equipment shall be decontaminated prior to exiting the regulated abatement work area, utilizing a pressure wash system, after which all exposed surfaces inside and out shall be wet wiped. The surface below the equipment shall be scraped or cleaned of any residual asbestos contamination. This material shall be removed and disposed of as asbestos contaminated material.

3.04 WORK AREA ENTRY AND EXIT PROCEDURES

A. Access to and from the asbestos Work Area is permitted only through the personnel decontamination enclosure unless otherwise stipulated in a Site Specific Variance or through (1) designated and controlled “access way” in the barrier or fence, which shall provide a means of egress from the regulated abatement work area.

B. Workers shall sign the entry/exit log upon every entry and exit.

C. The following procedures shall be followed when entering the Work Area:

1. Before entering the Work Area, Workers shall proceed to the clean room, remove all street clothes, and don protective clothing; equipment, and respirators.

2. Workers shall proceed from the clean room through the shower room and the equipment room and into the Work Area.

D. The following procedures shall be followed when exiting the Work Area:

1. Before leaving the Work Area, gross asbestos contamination will be removed by brushing, wet cleaning and/or HEPA vacuuming.

2. In the equipment room, Workers shall remove disposable clothing, but not respirators, and shall place clothing in plastic disposal bags for disposal as contaminated debris prior to entering the shower room.

3. Workers shall shower thoroughly while wearing respirators then wash respirator with soap and water prior to removal.

4. Upon exiting the shower, Workers shall don new disposable clothing if the Work shift is to continue or street clothes to exit area. Under no circumstances shall Workers enter public non-Work Areas in disposable protective clothing.

E. If remote decontamination enclosures are permitted by Code Rule 56 or a Site Specific Variance, workers shall wear two disposable suits for all phases of Work. Workers exiting the work area shall HEPA vacuum the outer suit, enter the airlock, remove the outer suit and then

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

3.05 WORK AREA PREPARATION

A. Asbestos danger signs shall be posted at all approaches to the asbestos Regulated Area. Post all exits as with asbestos caution signs on the non-Work Area side. Warning tapes shall be in addition to caution signs.

B. Shut down and lock out the building heating, ventilating, and air conditioning systems. Electrical systems and circuits shall also be shut down unless permitted to remain active per Code Rule 56 and appropriately protected and labeled. Provide temporary electric power and lighting as specified herein.

C. For outdoor regulated abatement areas, all adjacent building openings within twenty-five (25) feet of the outermost limit of the disturbance area shall be sealed with two (2) layers of six (6) mil fire retardant plastic sheeting, and the exterior asbestos project regulated abatement area shall extend a minimum of twenty-five (25) feet from the outermost limit of the disturbance.

3.06 REMOVAL OF ASBESTOS CONTAINING MATERIALS

A. Asbestos-containing materials shall be removed in accordance with the Contract Documents and the approved Asbestos Work Plan. All debris generated by the demolition shall be considered to be asbestos contaminated waste (to be disposed of as RACM) except for structural components, steel components and similar non-suspect items which shall be fully decontaminated.

B. Sufficiently wet asbestos materials with a low pressure, fine spray of surfactant to ensure full penetration prior to material removal. Re-wet material that does not display evidence of saturation.

C. One Worker shall continuously apply amended water while ACM is being removed.

D. Perform cutting, drilling, abrading, or any penetration or disturbance of asbestos containing material in a manner to minimize the dispersal of asbestos fibers into the air. Use equipment and methods specifically designed to limit generation of airborne asbestos particles. All power operated tools used shall be provided with HEPA equipped filtered local exhaust ventilation.

E. Upon removal of ACM from the substrate, the newly exposed surfaces shall be HEPA vacuumed and/or wet cleaned. Surfaces must be thoroughly cleaned using necessary methods and any required solvents to completely remove any adhesive, mastic, etc.

F. All removed material shall be placed into 6 mil clear plastic disposal bags or other suitable containers upon detachment from the substrate. Cleanup of accumulations of loose debris or waste shall be performed whenever there is enough accumulation to fill a single bag or container.

G. Power or pressure washers are not permitted for asbestos removal or clean-up procedures unless approved in a Site Specific Variance.

H. All open ends of pipe and duct insulation not scheduled for removal shall be encapsulated using lag cloth.

I. All construction and demolition debris determined by the Environmental Consultant to be contaminated with asbestos shall be handled and disposed of as asbestos waste.

J. The use of metal shovels, metal dust pans, etc. are not permitted inside the work area.

3.08 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION AND REMOVAL PROCEDURES

External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the Regulated Work Area before moving such items into the waste decontamination enclosure system. No gross removal operations are permitted when waste Transfer is in progress.

3.09 WORK AREA DECONTAMINATION, CLEANING, AND CLEARANCE PROCEDURES

A. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed unless modified by a Site Specific Variance.

B. Cleaning:

1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.

2. All surfaces in the Work Area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and may either be decontaminated prior to removal from the Work Area or disposed of as asbestos waste.

3. The Abatement Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.

4. After the required waiting/settling and drying time has elapsed, final clearance air sampling shall then be conducted by the Environmental Consultant provided no visible asbestos debris/residue; pools of liquid, or condensation remains.

5. Upon receipt of satisfactory final clearance air sampling results, and the isolation and critical barriers removed, the decontamination enclosures shall be removed.

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

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

E. Waste material shall be placed in properly labeled 6 mil plastic bags or other appropriate containers. The outside of the bags or containers shall be wet wiped and/or HEPA vacuumed and shall then be placed in a second bag/container before being transported to the waste storage container. All transportation of waste bags and containers outside the Work Area shall be in watertight carts. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.

PART 4 DISPOSAL OF ASBESTOS WASTE

4.01 TRANSPORTATION AND DISPOSAL SITE

A. The Contractor's Hauler and Disposal Site shall be approved by the Town of Union. All demolition waste shall be placed in hard wall, closed containers or vehicles with at least two (2) layers of fire retardant six (6) mil plastic sheeting draped loosely over the sides of the load to facilitate being wrapped over the top of the load and sealed air tight prior to transport from the site. Dumpsters shall be considered to be hard wall containers. There shall be no visible emissions or water leakage from these containers.

B. The Contractor shall give twenty-four (24) hour notification prior to removing any waste from the site. Waste shall be removed from the site only during normal working hours unless otherwise specified. No waste may be taken from the site unless the Contractor and Environmental Consultant are present and the Environmental Consultant authorizes the release of the waste as described herein.

C. All waste generated as part of the asbestos project shall be removed from the site within ten (10) calendar days after successful completion of all asbestos abatement work in accordance with Code Rule 56.

D. Upon arrival at the Project Site, the Hauler must possess and present to the Environmental Consultant/Project Monitor or Town of Union's designated representative a valid New York State Department of Environmental Conservation Part 364 Asbestos Hauler's Permit. The Environmental Consultant may verify the authenticity of the hauler's permit with the proper authority.

E. The Hauler, with the Contractor and the Environmental Consultant, shall inspect all material in the transport container prior to taking possession and signing the Asbestos Waste Manifests.

F. Unless specifically approved by the Town of Union, the Contractor shall not permit any off-site transfers of the waste or allow the waste to be transported or combined with any other off-site asbestos material. The Hauler must travel directly to the disposal site as identified on the notifications with no unauthorized stops.

4.02 WASTE STORAGE CONTAINERS

A. All waste containers shall be fully enclosed and lockable (i.e. enclosed dumpster, trailer, etc.). No open containers will be permitted on-site (i.e. open dumpster with canvas cover, etc.) unless specifically permitted by a Site Specific Variance.

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

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

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

D. While on-site, the container shall be labeled with EPA Danger signage:

DANGER

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

CANCER AND LUNG DISEASE HAZARD

E. The New York State Department of Environmental Conservation Asbestos Hauler's Permit number shall be stenciled on both sides and back of the container.

F. The container is not permitted to be loaded unless it is properly plasticized, has the appropriate danger signage affixed, and has the permit number appropriately stenciled on the container.

G. Before an enclosed container is removed from the Project Site for transportation to the Disposal Site. The door(s) shall be locked.

H. The Town of Union may initiate random checks at the Disposal Site to insure that the procedures outlined herein are complied with.

4.03 TOWN OF UNION'S AND HAULER'S ASBESTOS WASTE MANIFESTS

A. An Asbestos Waste Manifest shall be provided by the Contractor and shall be utilized in conjunction with the Asbestos Hauler's Manifest.

B. The Contractor's Manifest and the Hauler's Manifest shall be completed by the Contractor and verified by the Environmental Consultant that all the information and amounts are accurate and the proper signatures are in place.

C. The Manifests shall have the appropriate signatures of the Environmental Consultant, the Contractor, and the Hauler representatives prior to any waste being removed from the site.

D. Copies of the completed Town of Union's Manifest and the Hauler's Manifest shall be retained by the Environmental Consultant and the Contractor and shall remain on site for inspection.

E. Upon arrival at the Disposal Site, the Town of Union's Manifest and the Hauler's Manifest shall be signed by the Disposal Facility operator to certify receipt of ACM covered by the manifest.

F. The Disposal Facility operator shall return the original Town of Union's Manifest and the Hauler's Manifest to the Contractor.

G. The Contractor shall forward copies of the Contractor's Manifest and the Hauler's Manifest to the Town of Union within 14 days of the waste container being removed from the site. Failure to do so may result in payment being withheld from the Contractor.

H. The Contractor shall utilize the Waste Disposal Log. This log shall be maintained by the Project Supervisor and shall be kept on site at all times.

I. Originals of all waste disposal manifests and disposal logs shall be submitted by the Contractor to the Town of Union with the final close-out documentation.

PART 5 DEMOLITION AND SITE CLEARANCE

1. The building shall be completely demolished in full compliance with the controlled demolition procedures as outlined in 12 NYCRR Part 56-11.5.
2. Fill Material and Grading
 - a. Material such as blacktop driveways and concrete from stairs, walkways, slabs, etc. can be broken up and used as fill material if washed clean of debris/contamination. All other construction material/debris may not be used as fill and shall be removed and legally disposed of pursuant to New York /State Department of Labor Code Rule 56
 - b. Run-of-bank gravel shall be placed and compacted. Each layer of gravel shall measure 6 inches in depth after compaction.
 - c. Grade the site. Type final grade shall be the same as the existing sidewalk, unless otherwise directed.
 - d. Final grading (including shoveling and raking) shall be completed to remove any dips or heavy equipment tracks on the site. Prior to seeding the site, the contractor shall contact Town of Union Planning Department to inspect the site on the final grade.
3. BASEMENT FILL
 - a. No backfilling of basements may proceed until all requirements of Part 5 501 B are met.
4. SPECIFICATION FOR GRADING AND SEEDING
 - i. Grading: All disturbed areas shall be raked free of large lumps of dirt, stones, larger than three (3) inches and other objectionable materials which shall be removed from the site. All excess material produced from excavation shall be disposed by the contractor unless otherwise directed. Fine grading (including shoveling and raking) shall be completed to remove any dips or heavy equipment tracks on the site. In addition to the soil fill requirements listed in Code Rule 56, a layer of 1 inch of topsoil shall be applied to all disturbed areas after grading. The Contractor shall contact the Town of Union Planning Department to inspect the site on the final grade prior to seeding and mulching the site.
 - ii. Seeding
- b. Prior to the application of seed, the Contractor shall scarify all areas where compaction has occurred. The seedbed shall be loose and pliable for positive seed retention.
- c. Seed shall be spread uniformly over the ground. Seeds shall be evenly distributed by any method of sowing that does not injure the seeds in the process of spreading. Mulch shall be spread immediately following application of seeds. Mulch and seeds shall not be placed simultaneously, except in the case of hydro seeding. Mulch shall be straw or hay and free of noxious weeds.

- d. The following seed rates shall apply when temporary seed and mulch is otherwise specified in the contract documents.
 - 5. Rye grass(annual or perennial) 3.5gm/m²
 - 6. Cereal Rye 12.5gm/m²
 - 7. Winter wheat 13.5gm/m²
- a. The Town of Union Planning Department shall determine the effectiveness of the above mentions methods. The contractor shall be required to repair any damaged and re-apply seed or mulch as directed by the Town of Union Planning Department.

INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of Bidders and are not to be detached from the Contract Documents or filled out, or executed. Separate copies of Bid forms are furnished for that purpose.

2. STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and complete work in an efficient and workmanlike manner.

3. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Owner. Any inquiry received prior to the date fixed for the opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents and when issued will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

Each bidder must inform himself fully of the conditions relating to the labor under which the work is now being or will be performed. Failure to do so will not relieve a successful Bidder of his obligations to furnish all material and labor necessary to carry out the provisions set forth in his Bid. Insofar as possible, the Contractor in the carrying out of his work, must employ such methods or means as will not cause any interruption or interference with the work of any other Contractor. The Contractor shall schedule his work in cooperation with other Contractors and their schedules so that efficient and coordinated progress of all work occurs.

4. INSPECTION OF SITE

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract, including unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed only in the process of progressing the work. The Owner makes no representation as to the soil conditions to be encountered. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

5. AGREEMENT

The agreement is only to be signed by the winning bidder. The winning bidder will be notified of the award and will be given a separate copy of the agreement to sign and return. Once returned town officials will inspect and sign the agreement upon which the notice to proceed will be given.

6. ALTERNATIVE BIDS

No alternative Bids will be considered unless specifically requested.

7. BIDS

a. All bids must be submitted on forms contained herein and shall be subject to all requirements of the Contract Documents including the INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Proposal Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty (if required), the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner) both of which shall be sealed and clearly labeled with the project name, name of Bidder, and date and time of bid opening in order to guard against premature opening of the bid.

c. Any Bid on which there is an alteration of or departure from the Bid form hereto attached may be considered irregular and as such may be rejected as informal.

d. If the Contract is awarded it will be awarded to the Bidder on the basis of the Bid most favorable to the Owner. In most cases the Contract shall be awarded based upon the lowest bid. The Contract will require the completion of work according to the Contract Documents.

e. Each Bidder shall include in his Bid, in the appropriate spaces therefore, the estimated cost of performing the work including all items of overhead, and without credit for salvaged materials.

8. BID GUARANTY

a. The bid for each project shall be accompanied by a Bid Guaranty which shall not be less than five per cent (5%) of the total estimated cost of the work including all items of overhead. At the option of the Bidder, the guaranty may be a certified check, bank draft, or a Bid bond approved by the Town Clerk. No Bid will be considered unless it is accompanied by the required guaranty. Certified checks or bank drafts must be payable to the order of the Town of Union. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b. Revised Bids submitted before the opening of Bids, whether forwarded by overnight or special delivery, if representing an increase in excess of two per cent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly, otherwise the Bid will not be considered.

c. Certified checks or bank drafts, or the amount thereof, and Bid bonds, of unsuccessful Bidders will be returned as soon as practicable after the opening of Bids.

9. COLLUSIVE AGREEMENTS

a. Each bidder submitting a bid for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any bid submitted.

b. Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor and an affidavit for prior approval.

10. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall upon request of the Owner submit on the form furnished for that purpose, a copy of which is included in the Contract Documents, a statement of the Bidder's qualifications, his construction experience, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Owner all such information and data for this purpose as he may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

11. CORRECTIONS

Erasures or other changes in the Bid must be explained or noted over the signature of the Bidder.

12. TIME FOR RECEIVING BIDS

a. Bids received prior to the time of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of other bids is completed, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

13. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

14. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation or any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

15. AWARD OF CONTRACTS: REJECTION OF BIDS

a. The Contract will be awarded to the responsible Bidder complying with the conditions of the INVITATION FOR BIDS provided such Bid is reasonable and it is to the best interest of the Owner. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest. The Bidder to whom the award is made will be notified at the earliest possible date.

b. The Owner reserves the right to consider unqualified to perform the Contract any Bidder who does not habitually perform with his own forces the major portions of his work.

c. The owner intends to award the contract within 30 days of the bid opening. Bidders have the right to withdraw their bids and receive the full amounts of their bid bonds if the owner does not award the bid within 30 days.

16. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

a. Subsequent to the award within ten days after the prescribed forms are presented for signature, the successful Bidder shall sign, notarize, and return three (3) copies of the Agreement to the Owner.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in Paragraph "a" above, furnish a surety bond in a penal sum of not less than the amount of estimated cost of the work including all items of overhead, as set out in the accepted proposal as security for the faithful performance of the Contract, and for the payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, services of any nature, employed

or used by him performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or date subsequent to, the date of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company approved by the Owner's attorney.

c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within seven days after the prescribed form are presented for signature, or within such a period as the Owner may grant, based upon reasons, determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim for a refund.

17. WAGES AND SALARIES

a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the condition of employment with respect to certain categories and classifications of employees.

b. The rates of pay set forth under New York State Prevailing Wage are the minimum to be paid during the life of the Contract. It is, therefore, the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of the work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates.

18. SEXUAL HARASSMENT

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at minimum, meet the requirements of section two hundred one-g of the labor law.

19. EXEMPTIONS FROM SALES AND USE TAXES

The Municipality is exempt from paying State or local sales taxes on any materials, which it purchases. In computing their bids, Bidders shall not include the sales and compensating use taxes of the State of New York or County in the State of New York for any supplies or materials to be used by the Contractor for and on behalf of the Owner which are exempt from such taxes.

20. EQUAL EMPLOYMENT OPPORTUNITY

a. Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color, or natural origin.

b. Special attention is directed to the Affirmative Action requirements presented in this Contract, which shall apply, to the Contractor and any Subcontractor under the terms of this Contract. The Contractor will be required to make a good faith effort in awarding work to minority-owned and women owned business enterprises.

21. APPROXIMATE ESTIMATE OF QUANTITIES

The approximate estimates 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, stated with as much accuracy as is possible in advance and must be understood as being approximate only; and the Contractor must not, at any time, after the execution of this Contract, dispute the accuracy of the estimate, or make any claims whatever against the Owner, its agents, or representatives based upon their alleged accuracy, or claim any misunderstanding in regard to the nature of the conditions, or the amount of work to be done, or the quantities of materials to be furnished under this Contract.

22. PREPARATION OF PROPOSAL

The Bidder shall state in the space allotted for the same on the proposal the gross sum in the manner hereafter described for which he proposes to furnish all material, labor and plant necessary for the completion of the work set forth in the drawings and specifications, together with a unit price for each of the separate items as called for.

Such gross sum shall be the sum of the products obtained by multiplying the quantities shown in the approximate estimates by the respective unit prices bid.

The unit prices and gross sum bid shall be indicated in words and by figures. In the case that the words and figures do not agree, the written words shall govern and the figures shall be disregarded.

The Bidder shall note that this proposal includes a "Non-collusive Bidding Certificate". This form must be properly filled out and submitted with the sealed bid. No proposal will be considered unless accompanied by this certificate.

23. FEDERAL REQUIREMENTS

The Bidder shall also complete the following federal requirements as part of the Bidding Documents:

1. Certification of Lobbying
2. Certification of Non-Debarment
3. Fair Trade Certification
4. Prevailing Wage Certification
5. Contracting Opportunities for Minority and Women Owned Businesses
6. Section 3 Compliance
7. Affirmative Action Plan
8. OSHA Requirements
9. W-9 Request for Taxpayer Identification Number and Certification
10. MWBE Form

24. **OTHER REQUIREMENTS**

MANDATORY LAW CHANGE (Senate Bill S.6756 and Assembly Bill 9985)

On November 5, 2018, New York State Governor Andrew Cuomo signed Senate Bill S.6756 and Assembly Bill 9985 into Law with the intent to greatly reduce the number of excavation related accidents thereby providing greater public safety and protection. The amendment to NYS Code Rule 753 will require any municipality or operator that engages in excavation work to require its excavators to complete a training and education program from their local One Call Notification Center.

Excavators must be trained by May 4, 2019 in order to perform work in the Town of Union. A copy of the excavators training certificate shall be placed on file with the Department of Public Works BEFORE any work begins.

The prime contractor shall provide the following information: Name and business address of firm, federal identification number, certifications of personnel doing the work, and Certificate of Insurance meeting the Town of Union coverage limits. The Contractor shall complete the Certification regarding Equal Employment Opportunity.

Name of Firm: _____

Address of Firm: _____

Federal Identification #: _____

DUNS #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER SAMPLE CERTIFICATE	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED SAMPLE CERTIFICATE	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: ABC COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR incl. explosion, collapse & underground oper. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
						\$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000				EACH OCCURRENCE	\$ 5,000,000
					AGGREGATE	\$ 5,000,000
						\$
						\$
						\$
						\$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$ 500,000
					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
					E.L. DISEASE - POLICY LIMIT	\$ 500,000
<input type="checkbox"/>	OTHER POLLUTION LIABILITY				\$1,000,000/\$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Name Town of Union as additional insured

CERTIFICATE HOLDER

CANCELLATION

SAMPLE CERTIFICATE
TOWN OF UNION
3111 EAST MAIN STREET
ENDWELL, NY 13760

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall remain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project, or persons or entities excluded by statute , but required by the Contract Documents to provide the insurance.

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

Insurance Requirements

Contractor agrees to procure and maintain the following insurance, as specified below, in full force and effect without interruption from date of commencement of the Work until final payment or completion of all warranty work performed after final payment, whichever occurs later, and to fully comply with all additional requirements and conditions set forth hereafter as follows:

- a) The insurance required herein shall be submitted on the ACORD FORM 25-S Certificate of Insurance, and shall be written for not less than the following minimum amounts or greater if required by law, except that if Contractor procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein. At the same time as the ACORD form is submitted, the Contractor must also submit valid proof of endorsements for additional insureds, and submit a waiver of subrogation.

Workers' Compensation and Employer's Liability Insurance	As required by statute. No exclusions for partners, proprietors or executive officers.
Comprehensive Automobile Liability (including owned, non-owned, leased and hired automobiles).	\$1 million combined single limit for owned, hired and borrowed and non-owned motor vehicles.

Commercial General Liability:
(Insurance for liability due to
personal injury, bodily injury or
property damage sustained or
alleged to have been sustained by
any person):

- a) G e n e r a l A g g r e g a t e \$ 2 , 0 0 0 , 0 0 0
- b) E a c h O c c u r r e n c e \$ 1 , 0 0 0 , 0 0 0
- c) P e r s o n a l a n d A d v e r t i s i n g I n j u r y \$ 1,000,000
- d) P r o d u c t s a n d C o m p l e t e d \$ 2,000,000
 O p e r a t i o n s A g g r e g a t e
- e) F i r e D a m a g e L e g a l L i a b i l i t y \$ 50,000
- fl M e d i c a l E x p e n s e \$ 5,000

Excess Liability \$5,000,000
Each occurrence and aggregate.
On a "Follow Form basis"

Owner Contractor Protective Liability (OCP) \$1,000,000 each occurrence
\$2,000,000 aggregate
Owner as named insured

Certificate Holder:

Town of Union, -

- b) The Commercial General Liability General Aggregate shall apply on a "per project" basis. There shall be no exclusions for explosion, collapse and underground operations ("XCU")
- c) All required policies and coverages shall be written on an occurrence basis, as claims-made coverage is not acceptable.
- d) Additional Insured coverage: The Comprehensive Automobile Liability policy, Commercial General Liability ("CGL") policy, and Excess Liability policy, specified above, shall each:
 - 1. Include the Town of Union; Architects & Engineers, and _____
as additional insureds on a primary and non-contributory basis for the
 name of project _____.
 - A) With respect to the Comprehensive Automobile Liability policy, ISO endorsement CA 20 48 02 99 shall be substituted in lieu of CG 20 10 11 85 or its approved equivalent, and
 - B) With respect to the Excess Liability policy, additional insured status may be provided through a "follow-form" approved by the Owner and Architect, in lieu of CG 20 10 11 85 or its approved equivalent when the latter is not made available by the insurer, such that the required additional insured coverage will follow the form of the CGL policy and the Comprehensive Automobile Liability Policy; and
 - C) The Additional Insured Endorsement or policy language granting the required Additional Insured status must be attached to the Certificate of Insurance.
- 2. Provide that such insurance is primary insurance with regard to the interests of the

additional insureds and that any other insurance maintained by the additional insureds is excess.

- e) All insurance required herein must be with insurers licensed to conduct business in New York State and acceptable to the Owner. In addition, each insurance policy naming the Architect and the Owner as additional insured shall be a policy from an insurer with an A.M. Best "Secure" rating, meaning a rating from A- to AA*, or better.
- f) Prior to commencing any work or any services required under this Agreement, Contractor shall provide certificates of insurance on approved form to the Owner and Architect, evidencing that Contractor has procured the insurance policies and coverages required herein. Each certificate of insurance must state that coverage will not be altered, canceled or allowed to expire without thirty (30) days prior written notice, by mail, to the Owner and Architect, except that the period of prior written notice shall be reduced from thirty (30) days to ten (10) days for any cancellation due to non-payment of premium. Whenever a policy of insurance names or is required to name the Owner and/or Architect as additional insureds, the certificate of insurance that the Contractor must provide for each such policy shall also include a copy of the required endorsement granting additional insured status.
- g) The Contractor agrees to indemnify the Owner and Architect for all deductibles or self-insured retentions applicable to any insurance policy required herein to name them as additional insured.
- h) The Contractor agrees that before it utilizes a Subcontractor to perform any part of the work or services required under this Agreement, Contractor will require each such Subcontractor to procure equivalent insurance coverages and limits for the protection of the Subcontractor, Owner and Architect, including but not limited to the additional insured coverage for Owner and Architect, described more fully above. Subcontractor and Contractor will both be equally responsible for providing the required evidence of insurance coverage to the Architect.
- i) The Contractor acknowledges that failure to secure the above-specified insurance constitutes a material breach of this Agreement and subjects Contractor to liability for damages and all other legal remedies available to the Owner and/or Architect. Contractor further acknowledges that procurement of the insurance coverage and limits required herein shall not limit the extent of the Contractor's other responsibilities and liabilities specified within this Agreement or by law. Contractor authorizes Owner and/or Architect to withhold payments without interest, late fee or any other penalty accruing, until the latter has received current and acceptable certificates of insurance and endorsements evidencing insurance as required herein.
- j) Contractor shall fully cooperate at all times with any effort by Owner or Architect to audit compliance with these insurance requirements, including but not limited to the Contractor authorizing Owner and/or Architect, in writing to obtain certified copies of the insurance policies procured or maintained by the Contractor in relation to this Agreement. Failure of the Contractor to provide any such required authorization within seven (7) business days of receiving a written request for same from the Owner, the Owner's Town Attorney, or the Architect, shall subject the Contractor to liquidated damages, payable solely to the Owner, in the amount of \$1,000 per each calendar day thereafter that Contractor fails to comply with any such request.
- k) **Owner's Protective Liability Insurance (OCP):** The Owner will require the Contractor to procure and maintain at Contractor's own expense until final completion of the work covered by the Contract, and any extensions thereof, Owner's and Contractor's Protective Liability Coverage

issued to and naming the Owner, Architect, and Construction Manager and covering the liability for damages imposed by law upon the Owner, Architect, and Construction Manager with respect to all operations under the agreement by the Contractors or its Subcontractors, including omissions and supervisory acts of the Owner, Architect, and Construction Manager. Such policy shall be delivered to the Owner, Architect, and Construction Manager no later than fifteen (15) days of awarding of the Contract.

- I) **Asbestos/Lead Abatement Insurance:** If the Contractor's work on this project involves handling or disturbance of asbestos or other hazardous materials, the Contractor shall provide bodily injury and property damage liability insurance applicable to this hazard at limits of not less than the following:

If covered by this contractor's umbrella/excess policy:

General Aggregate	\$1,000,000.00
Each Occurrence or Incident	\$1,000,000.00

If NOT covered by this contractor's umbrella/excess policy:

General Aggregate	\$6,000,000.00
Each Occurrence or Incident	\$6,000,000.00

If written on a "Claims-Made" basis, and a retroactive date is used, the retroactive date must pre-date the execution of the contract.

If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of MCS 90.

Workers' Compensation Requirements Under WCL §57:

To comply with coverage provisions of the Workers' Compensation Law, businesses must:

- A) be legally exempt from obtaining workers' compensation insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be self-insured or participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing Section 57 of the Workers' Compensation Law, businesses requesting permits or seeking to enter into contracts **MUST provide One** of the following forms to the government entity issuing the permit or entering into a contract:

- A) WC/DB-100, Affidavit for New York Entities and any out of state entities with no employees, that New York State Workers' Compensation and/or disability benefits insurance coverage is not required; OR

WC/DB-101, Affidavit that an Out-of-State or foreign employer working in New York State does not require specific New York State Workers' Compensation and/or disability benefits insurance coverages; OR

(Affidavits must be stamped as received by the NYS Workers Compensation Board)

Forms WC/DB-100 and WC/DB-101 are available on the Board's website, www.wcb.state.ny.us, under the heading "Common Forms online." They may also be obtained by writing or visiting any District Office of the Workers' Compensation Board.

- B) C-105.2 — Certificate of Workers' Compensation Insurance (the business' insurance carrier will send this form to the government entity upon request) **Please Note:** The State Insurance fund provides its own version of this form, the U-26.3; OR
- C) SI-12 — Certificate of Workers' Compensation Self Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), or GSI-105.2 — Certificate of Participation in Workers' Compensation Group Self Insurance (the business' Group Self Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under WCL §220 SUBD 8:

To comply with coverage provisions of the Disability Benefits Law, businesses may:

- A) be legally exempt from obtaining disability benefits insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be self-insured.

Accordingly, to assist State and municipal entities in enforcing Section 220 Subd. 8 of the Disability Benefits Law, **businesses** requesting permits or seeking to enter into contracts **MUST provide One** of the following forms to the entity issuing the permit or entering into a contract:

- A) WC/DB-100, Affidavit for New York Entities and any out of State entities with no employees, that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is not required; OR WC/DB-101, Affidavit that an Out-Of-State or Foreign Employer working in New York State does not require specific New York Workers' Compensation and/or Disability Benefits Insurance coverage; OR (Affidavits must be stamped as received by the NYS Workers' Compensation Board)
Forms WC/DB-100 and WC/DB-101 are available on the Board's website, www.wcb.state.ny.us, under the heading "Common Forms Online". They may also be obtained by writing or visiting any District Office of the Workers' Compensation Board.
- B) Either the DB-120.1 — Certificate of Disability Benefits Insurance OR the DB-820/829 Certificate/Cancellation of Insurance (the business' insurance carrier will send one of these forms to the government entity upon request); OR
- C) DB-155 — Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self Insurance Office at 518-402-0247).

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with

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the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance

§ 11.3.1 The Owner has an existing Property Insurance policy, with a company lawfully authorized to do business in the jurisdiction in which the Project is located. Such property insurance will continue to be maintained throughout the course of construction. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance is on a Special Form (ISO #CP 1030) or equivalent plus Ordinance or Law (ISO #CP 0405 & CP0010) policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.3 The Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of Work in transit

§ 11.3.1.4 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.1.5 Insurance required by paragraph 11.3 is not intended to cover machinery, tools, or equipment owned or rented by the Contractor which are utilized in the performance of the work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools, or equipment.

§ 11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 **Waivers of Subrogation.** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor shall furnish, in duplicate, bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a surety company satisfactory to the Owner, licensed to do business in the State of New York (where the project is located), listed in the latest issue of the U.S. Treasury Circular 570, and on the New York State Insurance Department's website listing insurers.

Init.

COMPANY INFO AND QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, the questions may be answered on separate attached sheets. The bidder may submit any additional information (he/she) desires.

COMPANY NAME: _____

DATE OF INCORPORATION: _____ WHERE INCORPORATED: _____

COMPANY HEAD/TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

CONTACT FOR THE APPLIED BID: _____

CONTACT PHONE OR EXTENSION: _____ CONTACT EMAIL: _____

FEDERAL EMPLOYER ID #: _____ DUNN & BRADSTREET (DUNS) NUMBER: _____

(NOTE: If you do not have a DUNS number, you will need to apply for a number and provide it to the Town before the first payment can be processed.)

Would you like to be contacted for future bids? ☐ Yes ☐ No

Please list the types of projects your company would be interested in bidding on:

Years in Construction (under current name): _____

COMPANY INFO AND QUALIFICATIONS (cont.)

CONTRACTS ON HAND:	GROSS AMOUNT:	ESTIMATED COMPLETION DATE:

UNCOMPLETED WORK (IF ANY):	WHERE?	WHY?

DEFAULTED CONTRACTS (IF ANY):	WHERE?	WHY?

RECENT IMPORTANT CONTRACTS COMPLETED:	GROSS AMOUNT:	COMPLETION DATE:

MAJOR EQUIPMENT AVAILABLE FOR CONTRACT:

--

MOST RECENT EXPERIENCE SIMILAR TO THIS BID:

--

PRINCIPALS AND OFFICERS OF THE COMPANY:

NAME:	BACKGROUND/EXPERIENCE:	TITLE:

BANK REFERENCE: _____

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town of Union or the Village in verification of the recitals comprising this Statement of Bidder's Qualifications. The undersigned will also, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Town of Union.

Signature of Bidder: _____ Date: _____

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Executive Order 11246 (30 C.F.12319) as amended by Executive Order 11275, and the implementing rules and regulations thereof, and orders of the Secretary of Labor, Certificate regarding Equal Employment Opportunity is required of the contractor or prospective contractor and their proposed subcontractors prior to the award of contractor or subcontracts.

CERTIFICATION OF CONTRACTOR

Contractor's Name: _____

1. Participation in previous contract or subcontract:

a. Contractor has participated in previous contract or subcontract subject to the Equal Opportunity Clause. ☐ Yes ☐ No

b. Compliance reports were required to be filed in connection with such contract or subcontract. ☐ Yes ☐ No

2. Dollar Amount of Bid: _____ 3. Anticipated Performance Period (in days) _____

4. Expected total number of employees who will perform the proposed work: _____

5. In the event of the Bidder's non-compliance with non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the BIDDERS MAY be declared ineligible for further Government contracts in accordance with procedures, authorized in Executive Order 11246 of September 24, 1965, or by BIDDER rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

6. The BIDDER shall include the provisions of this paragraph entitled "EQUAL EMPLOYMENT OPPORTUNITY" unless exempted by rules, regulations or orders from the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the property owner may direct as a means of enforcing such provisions including sanctions for non-compliance, provided however, that in the event the BIDDER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the property owner, the BIDDER may request the United States to enter into such litigation to protect the interests of the United States.

Remarks:

Certification - The information is true and complete to the best of my knowledge and belief:

Name and Title of Signer: _____

Signature

Date

**THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY
RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, U.S.C. 10.**

CERTIFICATION OF LOBBYING

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an officer or an employee of Congress, or employees of a Member of Congress, in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid the person for influencing or attempting to influence on officer or employee of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer: _____

Signature

Date

**TOWN OF UNION DEPARTMENT OF PLANNING
CERTIFICATION OF NON-DEBARMENT**

COMPANY NAME:	
PRINCIPAL(S) NAME(S):	
COMPANY ADDRESS:	

I hereby certify by signature below that neither myself, nor any other company principals, are debarred, suspended, voluntarily excluded, or otherwise ineligible from participation in Federally Funded projects.

Name: _____ Title: _____

Signature

Date

**THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT
CERTIFICATION MAY RENDER THE MAKER SUBJECT TO
PROSECUTION UNDER TITLE 18, U.S.C. 10.**

FAIR TRADE CERTIFICATION

I, _____ being a principal of _____

herein after known as the "Offeror" certify by signature below that:

- 1.) The Offeror has read and understands the Notice to Bidders entitled "Fair Trade Practice."
- 2.) The Offeror is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S. Trade Representative (USTR);
- 3.) The Offeror has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list;
- 4.) The Offeror will not provide any product of a country included on the USTR list;
- 5.) An Offeror unable to certify in accordance with paragraphs 1, 2, 3, and 4 above shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification; and
- 6.) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time before the contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Name: _____ Title: _____

Signature

Date

**THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY
RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, U.S.C. 10.**

PREVAILING WAGE CERTIFICATION

PRINCIPAL NAME:

PRINCIPAL TITLE:

COMPANY NAME:

I hereby certify by signature that I understand and will comply with the Federal Labor Standard Provisions and agree to pay the current Federal and State prevailing wage rates and agree to follow all appropriate labor regulations for work to be performed.

I also agree to submit Certified Payroll to the Town of Union in a timely manner as determined by the New York State Department of Labor.

For any questions regarding specific labor practices, please contact the Bureau of Public Works at:

State Office Bldg
44 Hawley St - Rm. 908
Binghamton, NY 13901
Tel. (607) 721-8005 / Fax (607) 721-8004

This project is funded in whole or in part with Federal Community Development Block Grant Funds.

Signature

Date

**THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY
RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, U.S.C. 10.**

CONTRACTING OPPORTUNITIES FOR MINORITY AND WOMEN OWNED BUSINESSES

COMPANY NAME:	
---------------	--

PERIOD OF CONSTRUCTION: FROM: _____ MONTH/YEAR
TO: _____ MONTH/YEAR

IS YOUR COMPANY FEMALE OWNED? ☐ YES ☐ NO

RACE DESIGNATION OF BIDDER. PLEASE CHECK ALL APPROPRIATE BOXES:

- ☐ AMERICAN INDIAN/ALASKA NATIVE
- ☐ ASIAN
- ☐ BLACK/AFRICAN AMERICAN
- ☐ HAWAIIAN/PACIFIC ISLANDER
- ☐ WHITE

ETHNICITY OF BIDDER. PLEASE CHECK THE APPROPRIATE BOX:

- ☐ HISPANIC OR LATINO
- ☐ NOT HISPANIC OR LATINO

PRINCIPAL NAME, TITLE: _____ DATE: _____

SIGNATURE: _____
PRINCIPAL NAME, TITLE

AFFIRMATIVE ACTION PLAN

The objective of the Affirmative Action Plan of the above designated contractor to provide maximum job opportunities for minority residents in the Town of Union area and other areas in which the company is engaged in substantial work activity. The company will estimate the total number of minority and /or low-income persons it plans to employ in each job category and will develop and maintain a labor force by job categories, which reflects the minority and/or low-income residential labor force characteristic of the Town of Union, Broome County, New York. Furthermore, it is proposed that the company formulate a proportioned percentage of apprentices and/or trainees employed on each project. These objectives shall remain uniform throughout the year. It is further agreed that these objectives will not be met by transfers within the company for such transfers would violate the intent of the program.

To assist in implementation of this plan, the above organization has designated that:

_____ act as the company's Equal Employment Officer.

All managerial personnel of the above-designated contractor are aware of its Equal Opportunity Policy and its objectives. In addition, all employees in the organization have been given a verbal explanation of the policy. Special meetings for discussion of problems relative to the Affirmative Action procedures and its implementation are initiated as needed.

An estimate of peak manpower needs for the submitted project is as follows:

Equipment Operators	_____
Truck Drivers	_____
Laborers	_____
Other	_____

The above mentioned labor force will be drawn from employees currently working for the above designated contractor and no new hiring is anticipated for the above project.

At this time, the above-designated contractor does not have a minority deficiency, nor does it plan on hiring additional workers in the immediate future. However, should a deficiency develop or should there be a labor shortage, the following steps will be taken to insure Equal Employment Opportunity hiring.

- (1) All job openings will be listed with the New York State Employment Service for inclusion in the job bank.
- (2) All jobs will be listed in the local press, indicating all relevant details associated with the job.
- (3) Notification will be sent to all local agencies concerned with Equal Employment Opportunity.

In the Implementation of the three items above, it will be made clear that _____
is an Equal Opportunity Employer.

Executive Officer Signature

TOWN OF UNION DEPARTMENT OF PLANNING OSHA REQUIREMENTS FOR CAPITAL PROJECTS

_____, agrees to adhere to the guidelines of the Occupational Safety and Health Act, in particular Part 1926 of the Safety and Health Regulations, for construction of this project.

Date: _____ Name: _____

Title: _____

Signature

IMPORTANT PLEASE READ
PURPOSE OF THE SECTION 3 PLAN

This plan exists in order to ensure that, to the greatest extent feasible, a good faith effort will be made to:

- 1.) Provide an opportunity for training and employment to low-moderate income residents of the project area.
- 2.) Provide businesses located in the project area with the opportunity to become sub-contractors and/or vendors.

In order to accomplish the above, all potential contractors must sign the Contractor's Compliance Form contained in this section. In addition, all potential contractors must complete the Contractor's Section 3 Plan. This plan indicates what actions, if any, are proposed for hiring project area residents and for sub-contracting with project area businesses. A list of organizations concerned with the employment of project area residents is included in this Section in order to assist you when filling out the Contractor's Section 3 Plan.

Also included in this Section is a Trainee Utilization Plan and a Skilled Employee Utilization Plan. The successful bidder must complete these two forms.

PLEASE NOTE: The Successful bidder is the one with the lowest responsible bid. Each bidder, however, must sign the Contractor's Compliance Form and complete the Contractor's Section 3 Plan.

STATEMENT OF COMPLIANCE

TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS

A.) The project assisted under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

B.) Notwithstanding any other provision of this agreement, the Company shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (Published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this contract. The requirements of said regulations include, but are not limited to, development and implementation of an affirmative action plan for utilizing business concerns located within, or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by Section 3; and incorporation of the "Section 3 clause" specified by Section 135.20(b) of the regulations in all contracts for work in connection with the project. The Company certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements.

C.) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the Company and assigns. Failure to fulfill these requirements shall subject the Company, its contractors and sub-contractors, its successors, and assigns to the sanctions specified by this agreement, and to such sanctions as are specified by 24 CFR 135.135.

CONTRACTOR'S INFORMATION

FIRM NAME:	
ADDRESS:	
TELEPHONE NUMBER:	

(NYAO-EO:GEM/rcs 6-14-74)

CONTRACTOR'S SECTION 3 PLAN

FIRM NAME:

ADDRESS:

TELEPHONE NUMBER:

EMPLOYMENT

A. DO YOU EXPECT TO HIRE ANY PROJECT AREA RESIDENTS? ☐ YES ☐ NO

B. IF YES, HOW MANY? TRAINEEES: _____ SKILLED
EMPLOYEES: _____ TOTAL: _____

C. WHAT ORGANIZATION(S), IF ANY
FROM THE ATTACHED LIST DO YOU
INTEND TO NOTIFY? _____

D. WHAT PUBLICATION(S) WILL YOU
USE FOR EMPLOYMENT NOTICES? _____

SUB-CONTRACTORS

A. DO YOU EXPECT TO USE PROJECT AREA BUSINESSES AS SUB-
CONTRACTORS OR VENDORS? ☐ YES ☐ NO

B. IF YES, HOW MANY? _____

C. WHAT BUSINESSES, IF ANY,
FROM THE PROJECT AREA WILL
YOU REQUEST BIDS FROM? _____

PLAN PREPARED BY: _____ DATE: _____

SIGNATURE OF PREPARER

TRAINEE EMPLOYEE UTILIZATION PLAN	
FIRM NAME:	
ADDRESS:	
TELEPHONE NUMBER:	

TOTAL NUMBER OF TRAINEES TO BE UTILIZED ON THIS PROJECT	
<u>WORK CATEGORY</u>	<u>NUMBER OF TRAINEES</u>

TOTAL NUMBER OF TRAINEES CURRENTLY ON COMPANY'S PERMANENT WORK FORCE	
<u>WORK CATEGORY</u>	<u>NUMBER OF TRAINEES</u>

TOTAL NUMBER OF TRAINEES TO BE RECRUITED AND HIRED FROM THE PROJECT AREA	
<u>WORK CATEGORY</u>	<u>NUMBER OF TRAINEES</u>

PLAN PREPARED BY: _____ DATE: _____

SIGNATURE OF PREPARER

SKILLED EMPLOYEE UTILIZATION PLAN

FIRM NAME:

ADDRESS:

TELEPHONE
NUMBER:

TOTAL NUMBER OF SKILLED EMPLOYEES TO BE UTILIZED ON THIS PROJECT

WORK CATEGORY

NUMBER OF SKILLED EMPLOYEES

TOTAL NUMBER OF SKILLED EMPLOYEES CURRENTLY ON COMPANY'S PERMANENT WORK FORCE

WORK CATEGORY

NUMBER OF SKILLED EMPLOYEES

TOTAL NUMBER OF SKILLED EMPLOYEES TO BE RECRUITED AND HIRED FROM THE PROJECT AREA

WORK CATEGORY

NUMBER OF SKILLED EMPLOYEES

PLAN PREPARED BY: _____ DATE: _____

SIGNATURE OF PREPARER

ORGANIZATIONS CONCERNED WITH THE EMPLOYMENT OF PROJECT AREA LOW INCOME RESIDENTS

OPPORTUNITIES FOR BROOME
5 W. STATE STREET
BINGHAMTON, NEW YORK 13901
(607) 723-6493

NEW YORK STATE DEPARTMENT OF LABOR
BROOME-TIOGA WORKFORCE DEVELOPMENT BOARD
171 FRONT STREET
BINGHAMTON, NEW YORK 13905
(607) 778-6499

BROOME COUNTY URBAN LEAGUE
43-45 CARROLL STREET
BINGHAMTON, NEW YORK 13901
(607) 723-7303

NAACP BROOME-TIOGA BRANCH
P.O. BOX 741
BINGHAMTON, NY 13902
(607) 231-6488 OR (607) 777-2123

NEW YORK STATE DIVISION OF MINORITY
AND WOMEN'S BUSINESS DEVELOPMENT
(855) 373-4692
MWBEBUSINESSDEV@ESD.NY.GOV

SUBCONTRACTOR REQUIREMENTS

Any contractor awarded a Community Development project shall submit the names of subcontractors for Town approval at the time of the bid award or Preconstruction Conference.

No subcontractor can begin work on a Community Development project until the following requirements are met:

1. Attend a Preconstruction Conference with the Town of Union Planning Department representative to review the following:

- a. OSHA Regulations
- b. Prevailing Federal and State Wage Rates Requirements
- c. Certificate of Lobbying
- d. Equal Employment Opportunity
- e. Affirmative Action Plan
- f. Weekly Payroll Sheets
- g. Section 3 Compliance
- h. Contractor's Eligibility

A subcontractor cannot work on any Community Development project without written permission from the Town of Union Planning Department to the contractor.

Any subcontractor found working at a job site without meeting the above requirements shall be requested to leave the work site.

Name: _____ Title: _____

Signature

Date

TIME OF THE ESSENCE CLAUSE

Bidders submitting proposals for this work hereby acknowledge the following:

Completion of all work on this project with the time specified is essential to the operations of the Town of Union and the Engineer. Therefore, work must be completed within the time specified. The circumstances where the contractor may have other work to be completed will not be considered as justification for not completing the project within the time specified, nor will it be justification for granting an extension to the time of completion or for waiving liquidated damages.

BIDDERS ARE REQUIRED TO ACKNOWLEDGE THIS SPECIAL NOTICE BY INCLUDING A SIGNED COPY WITHIN THEIR BID PROPOSAL.

Name: _____ Title: _____

Signature

Date: _____

M/WBE UTILIZATION PLAN

INSTRUCTIONS: All bidders submitting responses to this procurement must complete this M/WBE Utilization Plan and submit it as part of their proposal. The plan must contain detailed description of the services to be provided by each Minority and/or Woman Owned Business Enterprise (M/WBE) identified by the bidder.

Bidder's Name	<input type="text"/>	Telephone/Email:	<input type="text"/>	<input type="text"/>
Address	<input type="text"/>	Federal ID No.:	<input type="text"/>	
City, State, Zip	<input type="text"/>	DUNS No.:	<input type="text"/>	

Certified M/WBE	Classification (check all applicable)	Description of Work (Subcontracts/Supplies/Services)	Dollar Value of Subcontracts/Supplies/Services
NAME <input type="text"/>	NYS ESD Certified	<input type="text"/>	<input type="text"/>
ADDRESS <input type="text"/>	MBE <input type="checkbox"/>		
CITY, ST, ZIP <input type="text"/>	WBE <input type="checkbox"/>		
PHONE/E-MAIL <input type="text"/> / <input type="text"/>			
FEDERAL ID No. <input type="text"/>			

NAME <input type="text"/>	NYS ESD Certified	<input type="text"/>	<input type="text"/>
ADDRESS <input type="text"/>	MBE <input type="checkbox"/>		
CITY, ST, ZIP <input type="text"/>	WBE <input type="checkbox"/>		
PHONE/E-MAIL <input type="text"/> / <input type="text"/>			
FEDERAL ID No. <input type="text"/>			

PREPARED BY (Signature) _____ DATE

NAME AND TITLE OF PREPARER:

TELEPHONE/E-MAIL

DATE