

ALBANY PORT DISTRICT COMMISSION



Construction Contract Service Standards And Project General Conditions

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I. Qualifications and Responsibilities of Contractor

1. The APDC seeks to hire a qualified professional company that is able to provide the best quality service and/or products, in the most cost-efficient manner.
2. The contracting company shall be qualified and experienced in the work described in this RFP and in accordance with any manufacturer's installation requirements, and in accordance with accepted engineering and construction practices.
3. The contractor, after being awarded contract shall prepare and submit for the APDC an estimated progress schedule for the work. The progress schedule shall be related to the entire project and provide for expeditious and practicable execution of the work. Progress meetings with the APDC may be requested.
4. The contractor, after being awarded contract shall prepare and submit for the APDC a project site safety plan. The contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall designate a responsible member of the organization at the site whose duty shall be the prevention of accidents.
5. All contractors are required to comply with all applicable provisions of all Federal, State, and Local laws in particular but not limited to NYS Labor Law, Workman's Compensation Law, Unemployment Insurance Law, and Environmental Law, and all State and local health laws, rules and regulations.
6. The contractor shall adhere to local building codes and regulations including OSHA standards and all other federal, state, and local codes and regulations, including all utility company requirements.
7. The provisions of Section 220 of NYS Labor Law are deemed a part of every proposal with the same force and effect as if set forth at length. Pursuant to Article 8 of the New York State Labor Law, no laborer, workman, or mechanic in the employ of the contractor, subcontractor, or other person doing or contracting to do the whole or part of the work contemplated by the contractor shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any week, except on cases of extraordinary emergency including fire, flood, or danger to life or property. The wages to be paid for a legal day's work to laborers, workman or mechanic employed by the contractor, subcontractor, or other person performing the contract shall be provided the supplements required by that Article.
8. **EMPLOYEE VERIFICATION REQUIREMENTS:** All contractors providing services and/or products to the APDC under any contract resulting from an award of the attached bid are required to comply with all State, Federal, and local laws, rules and regulations as they pertain to the verification of the ability of each employee to legally work in this state and country. This includes all employees, subcontractors and their employees engaged in work covered by said contract. All contractors shall, upon request, supply the APDC with certified copies of Federal form I-9 for all employees, subcontractors, and their employees. These forms should be on file at the contractor's home office and are available online at <http://usics.gov/files/form/i-9.pdf>. By submitting a bid for consideration by the APDC the contractors acknowledge that they have complied with and will continue to comply with all regulations and statutes concerning the verification of the employee status.
9. The Contractor shall not reassign any award made as the result of this RFP without the prior written consent from APDC.

10. The contractor shall be responsible for all labor, material, tools, supervision, and transportation to complete the scope of the work related to this project.
11. During performance and up to final acceptance of work the contractor shall be under obligation to protect finished and unfinished work against any damage, loss or injury.
12. The contractor shall protect all private properties. Trees, brush ,shrubs, sod., etc. on private property damaged by the contractor shall be repaired or replaced by the contractor at no cost to the owner.
13. The Contractor shall be responsible for the erection and maintenance of all barricades, lights, and signs necessary for public safety and convenience in accordance with all applicable requirements. Adequate protection shall be provided around all openings wherever required to safeguard the work for the public. In general, all hazards within the limits of the work or on detour around the work must be marked with well-painted, well-maintained barricades, reflectors, electrical lights, flashers, and warning and directional signs in sufficient quantity and size adequate to protect life and property. These safeguards shall be moved, changed, increased, or removed as required during the progress of the work to meet changing conditions.
14. The contractor shall be responsible for securing, at their own expense, all licenses and permits required for this project including, but not limited to utility connections, buildings, and site construction, prior to commencement of work.
15. The Contractor shall comply with all clauses in Appendix A Standard Clauses for NYS Contracts

I. Methods, Procedures, and Materials

1. Any materials recommended within this RFP are provided as a minimum standard recommendation. However, the items proposed should be of equal value and provide material specifications that are durable and appropriate for this application.
2. The contractor shall provide all labor, machinery, powered equipment, materials, tools, scaffolds, fencing, equipment, cranes, lifts, generators, and miscellaneous tools/equipment/machinery to complete the scope of work.
3. Contractor Methods, Procedures, Equipment: Where methods or procedures are specified, they shall constitute minimum measures and shall in no way relieve the contractor of sole responsibility for the means, methods, techniques, sequences, or safety measures in connection with the work. Contractor's service persons shall have tools and equipment common to the trade that may be necessary to perform required work. The Port will not pay for rental or replacement of any of the common tools and consumables associated with the type of work outlined in this contract. The contractor shall protect all existing and new equipment from damage from soot, scale, residue and other construction debris. The contractor shall clean, repair, and/or replace any damage at no additional cost to the APDC, that results from the contractor's non-compliance with this item.
4. Deliveries shall be made on regular business days and scheduled with Operation and Facilities Director John Kosa between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the contractor and APDC.

5. The contractor may deliver and/or stockpile directly on site, however, it shall be the sole responsibility of the contractor to take care of and protect their materials and supplies. The APDC will not be responsible for any damage or theft of any materials or supplies.
6. It is the contractor's responsibility during the course of the work to bring to the attention of APDC any defective materials discovered that were not previously identified.
7. Any deviations from the Technical Specifications, Contract, Drawings and/or General Conditions will not be permitted unless prior approval by APDC has been given.
8. References in the specifications to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the contractor in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work offered are of equal quality to that specified and equally acceptable to the APDC for its purposes. Exceptions must be clearly stated. The APDC will determine equal products or services.
9. The contractor shall guarantee that the material/equipment offered is standard new equipment, latest model of regular stock product and in current production and includes all parts regularly used with this type of equipment also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Contractor shall provide any manufacturer warranties to the APDC.
10. The Contractor warrants that all work will be performed in a good and workmanlike manner, in compliance with industry standards, applicable codes, and this contract's specifications. This warranty on work is valid for a period of one (1) year. During this time period the contractor shall repair any imperfections that may arise and maintain in a manner satisfactory to the APDC.

II. Inspection and Stop Work

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

- a. Rejected Work and materials shall be promptly taken down and removed from the Site, which must at all times be kept in a reasonably clean and neat condition.
- b. Nothing herein shall be interpreted to mean that the inspection authority provided to the APDC creates any obligation or duty on the APDC to protect the safety of Contractor's or Subcontractors Employees or to protect the safety, integrity or condition of any property, as said obligations and duties rest solely with the Contractor or Subcontractor.

III. Payment and Contract Management

1. A performance bond will be required at the time of contract execution and shall be for the full amount of the project.

2. An itemized application for payment shall be submitted for approval by the APDC no more than monthly.
3. Copies of certified payrolls from all contractors and subcontractors, as well as, NYS MWBE/SDVOB monthly payment reports must be attached and submitted with all payment applications. No payment will be made for any pay application without these items attached.
4. The APDC has a 30-day pay policy. No more than one pay submittal will be processed within a 30-day period.
5. The contractor will be required to submit to the APDC copies of all insurance certificates.
6. It is the intent that this be a completed project as far as the contract documents set forth. It is not the intent that different phases of work on this project be delegated to various trades and subcontractors by the contract documents. Contractors must make their own contracts with various subcontractors, setting forth the work these subcontractors will be held responsible for. The contractor alone will be held responsible to APDC for the completion of this project.
7. 10% Retainage will be applied. Final release of payment is subject to completion of punch list items and submission of close out documents.
8. The APDC is exempt from Federal and State sales taxes. Such taxes shall not be included within the bid prices or within invoices.

IV. Change Orders

1. Any modification to the scope of work, project schedule, or contract price after execution of this Agreement shall be documented in a written Change Order. Each Change Order must:
 - i. Describe the Change – Clearly outline the revised work, materials, or services.
 - ii. Adjust Contract Price and/or Time – Specify any increase or decrease in the contract sum and any extension or reduction of the completion date.
 - iii. Authorization – Be signed and dated by the Owner (or Owner's Representative) and the Contractor before the change work begins.
2. Effect on Agreement – Upon execution, the Change Order shall become part of this Agreement and subject to all its terms and conditions.
3. No verbal instructions, field directives, or informal communications shall be deemed to modify the contract unless confirmed in a signed Change Order.
4. Unless otherwise specified in this RFP, the combined overhead and profit percentage shall not exceed 15% of the total direct costs. The proposer must provide a detailed breakdown of direct costs, overhead, and profit in the Cost Proposal Form.
5. The APDC reserves the right to negotiate overhead and profit percentages during contract award to ensure reasonableness and compliance with applicable NYS procurement guidelines.

V. Termination Clause

1. The APDC reserves the right to terminate any contract or any portion thereof and use an alternate or secondary source, should the awarded contractor become unable to perform.
2. The APDC may terminate the contract with cause upon notification in writing.
3. The APDC may further terminate the contract without cause on thirty (30) days' notice in writing.
4. The APDC may, by written notice, terminate the contract after determining that for reasons beyond either APDC or Contractor control, it is not feasible to proceed with or complete the work originally contracted for, and that termination would therefore be in the public interest.

VI. Environmental Sustainability/Green Marine

1. The Port of Albany strives to conduct all activities in a sustainable manner defined as environmentally responsible, community driven, and economically beneficial. Acting for the environment is not only important for the Hudson River watershed and neighboring communities, but for sustaining the Port's operations in the long run. In 2016, the Port of Albany joined the Green Marine Program, a voluntary environmental certification. As a landowner, we must lead by example and thus we encourage all contractors to utilize the best environmental practices, materials, and products.
2. For Construction Projects all environmental impact mitigation methods and procedures should be addressed and included in plan for submittal at pre-construction meeting. Attention should be given to excessive noise, dust, and traffic, as well as environmentally sustainable materials and products.
3. For all commodities the use of green products is strongly encouraged.

VII. Indemnification/ Insurance Requirements

1. The Contractor shall defend, indemnify, and save harmless the APDC, its officers, directors, members, employees and agents, from and against all claims, suits, damages, liabilities, losses, expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.
2. The Contractor hereby agrees that they will obtain and present proof of Workers' Compensation Insurance for all employees on site prior to the commencement of work (e.g., independent (employee) contractors are not acceptable). This contract shall be void and of no effect unless the Contractor secures and delivers a certification of insurance dated within ten (10) days of the date of the signing of the contract, and Contractor shall maintain such insurance policies as will protect themselves, their subcontractors and, unless specified otherwise, the APDC (the owner), including their agents, servants and employees, from any and all claims for Bodily Injuries, Death or Property Damage which may

arise from operations under this contract whether such operations be by himself/herself or by any subcontractor or anyone employed by him/her directly or indirectly, or any other party who may be injured, claim injuries or die. All policies shall name the Albany Port District Commission as an additional insured on a primary and non-contributory basis. The policies below are required to be maintained for the life of the contract. The contractor will maintain Worker's Compensation during the life of any contract entered as a result of this bid, for the benefit of the contractor's employees.

The following insurance policies are required:

1. Workers' Compensation Insurance with statutory limits and employers' liability coverage.
2. Commercial general liability (CGL) insurance including comprehensive form, premises- operations and broad form contractual with minimum limits of Two Million Dollars (\$2,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

Albany Port District Commission shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 38 (04/13) or an equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor/Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

3. Automobile liability insurance for owned, hired, and non-owned vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.
4. Umbrella or Excess liability insurance with a limit of Five Million Dollars (\$5,000,000) per occurrence and a general aggregate of Five Million Dollars (\$5,000,000).

Umbrella coverage must include as insureds all entities that are additional insureds on the CGL. Umbrella coverage for such additional insureds shall apply before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverage maintained by the Subcontractor.

5. Disability Benefits- New York State Statutory Requirements.

The Albany Port District Commission shall be listed as an additional insured on a primary and noncontributing basis on all policies.

All insurance certificates shall be submitted prior to commencement of work