



Sub-Contractor **Standard Operating Procedures**

Article # 1 WORKMANSHIP, LABOR & RULES OF CONDUCT

- A. The contractor shall provide all services in accordance with the highest industry standards and act in the best interest of the Albany Capital Center (Center), ASM as the organization with whom the Center has contracted with to provide management of the Center and the Albany Convention Center Authority (ACCA), a New York State Authority.
- B. The contractor shall provide, at its own expense, qualified or licensed labor in the applicable trades for the performance of the work. All employees shall be uniformly dressed and are to be clean and neat in appearance. All employees must display identification prominently visible while on Center premises. All employees performing work shall be qualified and properly trained in the handling and use of all equipment used in and/or around the Center. ASM has the right of approval of any and all employees used in connection with the performance of the work.
- C. All loading and unloading of vehicles is the exclusive right of the Albany Capital Center staff. All rigging and use of aerial lifts, forklifts and other mechanical equipment is to be performed exclusively by a union designee. The contractor shall be responsible for requesting appropriate labor in advance of the event.
- D. All services provided shall be performed in a professional, timely and cost-effective manner. ASM is relying on the high level of expertise and experience which the contractor has in regard to the work. The contractor shall have total responsibility for the appropriate staffing, on-site and off-site equipment, reporting, coordination and attendance at meetings to accomplish the purposes of the contract and perform the work.
- E. Employees of the contractor must check-in and exit the Center at the designated security door only. The contractor shall take all precautions necessary and shall be solely responsible for the safe performance of the work, safety and adequacy of the methods and means it employs in performing the work. The contractor, while on the Center's grounds, must also observe any safety requirements that may be imposed by ASM. The contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties.
- F. The contractor shall be afforded access to the Center at all reasonable times for the administration of the terms of the contract. The contractor shall be required to provide and maintain any permits and licenses required by law at its own expense. Proof of insurance and a signed agreement must be on file with the Albany Capital Center before work may be performed in the building.
- G. Disorderly behavior, possession or consumption of alcoholic beverages or illegal drugs on the premises is strictly prohibited and violators will be promptly discharged from the site.
- H. No contractor employee shall possess or use weapons of any kind (including firearms and knives) on the Center property at any time, unless specifically authorized by ASM.

- I. No contractor employee shall gamble, including engaging in bookmaking or card playing; on Center property at any time.
- J. **PARKING:** Temporary parking on ACC loading dock is allowed only for off-loading and loading contractor company vehicles. Contractors must check-in and out with Security Command Center personnel. Contractors are not allowed to park on Center sidewalks, curbs or any other unauthorized area. Absolutely no loading through the front doors of the ACC located on Eagle Street.
- K. The Albany Capital Center is a state facility, therefore smoking of any kind is prohibited throughout the Center at any time.
- L. At no time can any food or beverage be brought into the Center.
- M. Permits and Fees are the responsibilities of the contractor.
- N. All work must comply with all applicable codes.

Article # 2 **SAFETY**

- A. The contractor is responsible for providing all personal protective equipment and requiring their use for controlling hazards to their employees while on the job-site; to include but not limited to the following suitable safety protection as per current OSHA construction/safety standards:
 - 1. Hearing Protection
 - 2. Eye Protection
 - 3. Respiratory Protection
 - 4. Fall Protection as required with the threshold height of six (6) feet for providing consistent protection.
 - 5. Hard Hat Protection
- B. Eye protection must be worn by anyone exposed to any possible eye hazards.
- C. All tools, ladders, scaffolding, lifts, cords, ropes and any other equipment required in the performance of the work contracted, shall be provided by the contractor and delivered to the Center in good condition and comply with all OSHA regulations. All forklifts and aerial lifts must be properly maintained and meet ANSI/SIA A92.3-1900 standards. Forklifts and aerial lifts may only be operated by Albany Capital Center staff or a union designee.
- D. It shall be the responsibility of each contractor to ensure at all times the protection of all attendees and ACC property. The proper supply and installation of guards, barriers, caution tape and any other protection needed to ensure safe access shall be the sole responsibility of the contractor, and shall be in place before any work is performed.
- E. The contractor shall furnish the Albany Capital Center with “Material Safety Data Sheets” of all incoming hazardous materials, paints, solvents, cleaners or other such chemicals he/she will be using on the premises.
- F. All areas of work that are used for storage must be neat and kept safe from hazards throughout the project.
- G. The contractor must ensure that all work being done in “confined spaces” be executed in accordance with OSHA standards and the Albany Capital Center Confined Space Policy. Entry into a “confined space” will be allowed only by written permit.

- H. It shall be the responsibility of the contractor to ensure that all employees have been trained in a fall protection program. Potential fall hazards must be properly identified and all OSHA regulations must be maintained at all times.
- I. Contractors must use the Albany Capital Center “Lockout/Tagout” program to prevent injury and/or equipment damage from accidental machine, equipment, electrical circuit, or stored energy start-up.
- J. Contractor’s on-site supervisory representative shall be charged with making frequent safety inspections. Violations shall be addressed and corrected immediately before work resumes or work shall be stopped by Center management until safe conditions are satisfied.

K. POWER OPERATED HAND TOOLS:

- 1. Electrical power operated tools shall be of the approved double insulated type or grounded by use of a three (3) wire plug.
- 2. Pneumatic power tools shall be secured to the hose by a positive means to prevent the tools from becoming accidentally disconnected. Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachment from being accidentally expelled.
- 3. Safety glasses shall be used at all times no matter what job is being done during chipping and grinding operations and when using compressed air.
- 4. All fifteen (15) and twenty (20) ampere receptacles or outlets used for single phase circuits throughout the jobsite will be protected by approved Ground Fault Circuit Interrupters (GFC) operating ground fault current of not more than 20 milliamperes. The device will be tested daily and results recorded daily. Operational problems will be reported to the Albany Capital Center’s Electrical Foreman immediately and the device taken out of service.

M. SAFE CLEARANCE PROCEDURES:

- 1. Before repairing, connecting or adjusting any mechanical, electrical, alarm, pressure, hydraulic, or stored energy systems, inadvertent operation will be prevented by the use of the center’s “Lockout/Tagout” program to lock off switches, controls, valves, moving parts or stored energy. Authorization for interruption of systems must be obtained from the Director of Operations or the Maintenance Manager by advanced preparation of approved schedule of work, identification of responsible supervisor of the work, and submission of safe operating procedures. Authorization for safe clearance will be obtained in advance and no system will be interrupted without following an approved “Safe Clearance Procedure.”

Article # 3 PROTECTION OF PROPERTY

- A. It is the sole responsibility of the Contractor to ensure that all walls, ceilings, floors, fixtures, furniture and all other property belonging to the Albany Capital Center be properly protected at all times from elements of construction.
- B. An ABC rated fire extinguisher(s) will be available at the work area whenever any welding, metal cutting, soldering, or other similar work is being performed. Objects to be welded, cut or heated shall be moved to safe locations or, if the objects to be welded, cut or heated cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place, or otherwise protected by fire blankets/flameproof screens.

- C. No volatile liquid, fuel or any type of combustible material may be placed inside the Center at any time, except with the express written approval of the Director of Operations or the Security Manager.
- D. All surfaces must be adequately protected from fuel, lubricant, coolant or hydraulic leakage from vehicles, forklifts, man lifts, tools and equipment used by the contractor.

Article # 4 HOUSEKEEPING / SANITATION

- A. The contractor shall at all times maintain a clean and safe work environment in and around his/her area of work.
- B. The contractor must insure that all debris (filings, dust, material and tools) be picked up by the end of each work day.
- C. The contractor is responsible for all waste removal. At no time shall any waste generated from construction be placed in any Albany Capital Center’s waste receptacle or dumpster.
- D. The contractor must always maintain suitable, safe ventilation.

Article # 5 MISCELLANEOUS

- A. Contractors on-site supervisor shall notify the Event Manager and Security Command Center personnel daily before the start of work, informing them of the location where they will be working. Notification will be also be given to the above mentioned personnel prior to leaving the premises at the end of the workday.
- B. It is the sole responsibility of the contractor to provide all tools, equipment, lifts, materials, etc., needed to perform his/her work. At no time will any property of the Albany Capital Center be borrowed by any contractor, without the express written approval of the Albany Capital Center’s Director of Operations or Operations Coordinator.
- C. Absolutely no material, tools or equipment of the contractor can be stored on-site without the consent of the Operations Coordinator, or Maintenance Manager.
- D. The Albany Capital Center is not responsible for anything stored or left behind on or off the premises.
- E. The Albany Capital Center is not responsible for receiving deliveries for the contractor.

Article # 6 DEFINITIONS, INSURANCE & INDEMNIFICATION

A. Definitions

- Center: Means the Albany Capital Center located in Albany, NY
- ASM: The organization with whom the Albany Convention Center Authority has contracted with to provide management of the Center.
- ACCA: Means the Albany Convention Center Authority, a public corporation.
- Term: Means the term of the contract in which work will be installed.

- B. The contractor shall provide proof of coverage in the amounts of One Million Dollars (1,000,000) of Combined Single Coverage to include: Comprehensive Form, Premises/Operations, Contractual, Broad Form Property Damage and Products Completed Operations. The term of such coverage shall coincide with the term. Such insurance shall specifically include ASM, The Center and The Albany Convention Center Authority (ACCA/ “Authority”), the State of New York, their respective directors,

officers and employees, as additional insured. Such insurance shall cover any damage or injury to any and all persons or property connected with the Contractor when such persons or property are located at the center. If the contractor has not provided ASM with such insurance certificate at least thirty (30) days prior to commencement of the Term, ASM in ASM's sole discretion may obtain such insurance at the Contractors expense without prior notification to the Contractors. All policies must state that the policy may not be cancelled or reduced by the insurance carrier without giving twenty (20) days prior notice in writing to ASM and the contractor. The Contractor agrees to provide Worker's Compensation Coverage for Contractors Employees to comply with the laws of the State of New York.

C. Indemnification

The contractor shall indemnify, hold harmless and defend ASM and the Authority, their respective directors, officers, agents and employees, from and against any and all losses, claims, liability, damage, action, or expense (including, without limitations, costs and attorney's fees) arising out of or relating to (i) the contractors use of the Center, (ii) the conduct of Contractor business or from any activity, work or thing which may be permitted or suffered by Contractors in or about the Center, (iii) any breach or default in the performance of any obligation of the Contractor under this agreement, (iv) any negligence of the Contractor or any of its agents, employees, sub-contractors, invitees, attendees, patrons and guests, (v) failure by the Contractor, its agents, employees, suppliers or sub-contractors to observe and comply with all applicable federal, state and local laws, (vi) the theft or misappropriation of any Contractors property or property of others brought into the Center. The contractor hereby assumes all risk damage to its property placed at the Center or injury to its officers, directors, employees, agents, sub-contractors, invitees, attendees, patrons, guests or any attendees at or in the Center for any cause, and hereby waives all claims in respect thereof against ASM and the Authority/ACCA.

Article # 7

GOVERNING LAW

This agreement has been entered into in the State of New York and shall be governed by and construed in accordance with the laws of the State without regard to its conflicts of law provisions. The contractor consents to the jurisdiction of the courts of the State of New York and in any action or proceeding arising out of or relating to the contract, waives personal service of any summons complaint or other process and agrees that service may be made by certified mail to the address set forth herein.

ALBANY CAPITAL CENTER

*Sub-Contractor
Standard Operating Procedures
Acknowledge Sheet*

I acknowledge that I have read the foregoing Standard Operating Procedures for contractors and sub-contractors, I understand the procedures set forth and agree to comply at all times.

Company (Please Print): _____

Contractor's Supervisor Printed Name: _____

Contractor's Supervisor Signature: _____

ACC Management representative
Printed Name & Title: _____

ACC Representative Signature: _____

Date: _____