

City of Oneida  
Department of Public Works

109 N. Main Street Oneida NY. 13421



*CONTRACT DOCUMENTS*  
140 Madison St Demolition  
Debris Removal

*HELEN B. ACKER, MAYOR*

*COMMON COUNCIL*

*MICHELLE KINVILLE*

*RICK ROSSI*

*STEVE LAURETI*

*THOMAS SIMCHIK*

*BILL PAGANO*

*JIM SZCZERBA*

*CITY ATTORNEY*

*CITY COMPTROLLER*

*NADINE C. BELL*

*LEE ANN WELLS*

*CITY ENGINEER*

*JEFFREY ROWE, PE*

**CITY OF ONEIDA**  
**00001 INVITATION TO BID**

Pursuant to a resolution dated **March 21, 2023**, the Common Council of the City of Oneida requests sealed bids for the 140 Madison Street Demolition Debris Removal Project.

Bids will be received on **April 25, 2023**, at the office of the purchasing agent, City of Oneida, 109 North Main Street, Oneida, New York, 13421, until 11:00 AM local time, and there at said time publicly opened and read aloud. The bids shall be submitted in an envelope marked "140 Madison Street Demolition Debris Removal". The bid documents may be found at the City of Oneida website: <http://oneidacityny.gov>. Copies of the bid documents may also be examined at no cost at the City of Oneida, City Engineer, 109 North Main Street, Oneida, New York, 13421

Questions concerning these contract documents shall be directed via email to Maxwell K. Reese, Civil Engineering Technician: <mailto:mreese@oneidacity.com>. Questions via phone will not be accepted, nor responded to.

The City is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all material, equipment and supplies sold to the City pursuant to this contract. Also exempt from such taxes are purchases by the contractor and his subcontractors of (A) Materials, equipment and supplies for use in erecting and improving any real property included in the project, provided that such materials, equipment and supplies are to become an integral component part of such structures, buildings or real property and (B) material, equipment and supplies other than those described in (A) above, to be sold to the City pursuant to this contract. These taxes are not to be included in the bid.

Each bid must be accompanied by cash, certified check or bid bond in an amount not less than five percent (5%) of the Base Project Bid Amount, the completed bid forms, completed statement of Surety's Intent, completed Non-Collusive Bidding Certification form, and asbestos handling licenses in accordance with Article 30 or NYS Labor Law and NYCRR ICR-56.

Bidders are advised to submit the attached bid response form before submittal.

The Common Council of the City of Oneida reserves the right to waive any informalities in the bid and to reject any or all bids not in the best interest of the City of Oneida.

**Bidders are advised that this contract requires the contractors to pay wages and supplemental benefits pursuant to the NYS Department of Labor Prevailing Wage Schedule contained in this contract document.** The City of Oneida will strictly enforce those provisions of New York State Labor Law Sections 220 through 223 pertaining, but not limited to: maximum daily\weekly hours constructions workers are permitted to work, payment of prevailing wages, submission of certified payrolls, posting prevailing wage rates at the project site. The successful bidder will be responsible for the acquisition of all submissions pertaining to Labor Law from subcontractors employed in the work.

**Bidders are advised that a Notice of Surety's Intent to provide a Labor and Material Bond must be included with the bid. Further, the successful bidder will be required to provide a Performance Bond acceptable to the City prior to entering into a contract.**

**Each Bidder is cautioned to carefully read and to assess his\her ability, as well as each subcontractor's ability to comply, with all requirements of Section 00012.01, Insurance Provisions prior to submitting a bid.**

Lee Ann Wells  
City Comptroller

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**SECTION 00011**

**INSTRUCTIONS**

**TO BIDDERS**

## **Section 00011 - Instructions to Bidders**

### **00011.01 Specification Books to Remain Intact**

Bidding sheets are to be returned in the specifications book and all bidding must be on the forms furnished.

### **00011.02 Bid Security (Last Revised: March 4, 2008)**

Each bid for each contract must be accompanied by cash, bid bond, or by a certified check of the bidder payable to the City of Oneida, New York, in an amount not less than five percent (5%) of the amount of the bid. Such cash or certified check will be returned to all except the three lowest bidders on each contract within five (5) days after the formal opening of the bids, and the remaining cash or certified checks will be returned to the three lowest bidders within forty-eight (48) hours after approval by the City attorney of the executed contract, and the insurance and security furnished, or if no contract has been so executed, within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of the bid.

In the event that any bidder submits a bid on more than one contract, a separate certified check or bid bond or amount in cash, in the appropriate amount as specified above, shall be submitted as security with each bid. The submission of only one certified check in an amount sufficient to act as security on two or more bids may render informal any one, or all bids from the bidder.

Where alternate items are included in the bid, the amount of the bid security shall be not less than five percent (5%) of that alternate, or combination alternates that result in the highest bid.

A successful bidder upon his failure or refusal to execute a contract, within fifteen calendar days after he has been notified of the acceptance of his bid, shall forfeit to the City as liquidated damages for such failure or refusal the security deposited with his bid.

### **00011.03 Discrepancies in Bid Amount**

Should any discrepancies be found in the contract bid, the bid amount stated in words shall supersede the numerical amount.

### **00011.04 Sales tax Exemption**

The City is not subject to tax. City will sign exemption certificate when required.

### **00011.05 Bidders Qualifications**

The City reserves the right to make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City such information and data for this purpose as may be requested, including, but not limited to, the name, address and telephone number of previous clients. The City reserves the right to reject any bid if the evidence submitted by/or the investigation of such bidder is not properly qualified to carry out the obligations of the contract.

## **Section 00011 - Instructions to Bidders**

### **00011.06 Owners Right to Waiver Bid Informalities\Reject Bids**

The City reserves the right to consider informal a bid not prepared and submitted in accordance with the provisions of these specifications, or to waive informalities in any bid received. The City also reserves the right to reject any and all bids as not being in the best interest of the City.

### **00011.07 Bid Withdrawal**

No bidder may withdraw his bid until after forty-five days after the bids are opened, but may withdraw it at any time prior to the scheduled closing time for the reception of bids.

### **00011.08 Non-Collusion**

In submitting this bid, the bidder must declare that he or she is, or they are, the only entity interested in said bid, that it is made without any connection with any person or persons making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the City or any person in the employ of the City is directly or indirectly interested in said bid or in any portion of the profits thereof.

### **00011.09 Contract May Not be Assigned, Conveyed, Transferred or Sublet**

The bidder to whom a contract shall be let, granted or awarded is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, except as provided in section 109, General Municipal Law.

### **00011.10 Bidder Disqualification**

No bid for materials, supplies, equipment or services may be accepted from or a contract awarded to any person who has defaulted as surety or otherwise upon a contract or obligation to the City, or who may be otherwise disqualified under any act of the legislature not inconsistent with the Charter or Code.

### **00011.11 Cautions to Bidders**

Bidders are cautioned that debris from 140 Madison Street likely contains Asbestos Containing Materials (ACM), and must be handled and disposed of in accordance to NYSDOL Industrial Code Rule 56-11.5.

### **00011.12 Response Form**

Receipt Confirmation Form:

Complete the following form and return by e-mail to [mreese@oneidacity.com](mailto:mreese@oneidacity.com) upon receipt of Contract Documents. Submission of this form will ensure that any and all addenda regarding this request will be sent to you.



**Section 00011 - Instructions to Bidders**

Contact Person: \_\_\_\_\_

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**SECTION 00012**

**INSURANCES GUARENTEES  
AND BONDS**

## **SECTION 00012 INSURANCES, GUARANTEE & BONDS**

### **00012.01 INSURANCE PROVISIONS:**

The contractor and each sub-contractor, at its own expense, shall procure and maintain until final acceptance by the City of the work covered by the contract, occurrence-based insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, for claims which may arise out of or result from the contractor's or sub-contractor's performance of the work, operations and any other obligations under the contract documents. Such policies of insurance shall be issued by a company or companies rated A- or better by A.M. Best Company, one to which the City has no reasonable objection, and licensed to do business in the State of New York, and shall cover all operations under the contract whether performed by the contractor or by sub-contractor.

Before commencing the work, the contractor and each sub-contractor shall deliver to the City certificates of insurance and endorsements (and other evidence of insurance requested by City, for example, policies of insurance and all related endorsements) for each of the kinds of insurance required and endorsements described herein, satisfactory in form to the City, showing that the contractor and each sub-contractor has complied with this section. **All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with these Insurance Provisions will contain a provision or endorsement, and all of the contractor's and subcontractors' certificates of insurance shall be delivered with attached endorsements and provisions, that:**

- ▶ **name the City as an Additional Insured on a primary and non-contributing basis on all of the policies of insurance itemized below;**
- ▶ **the General Liability Aggregate applies to this project and to this project only, and to each location of this project;**
- ▶ **the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to City.**

**Note: The City will accept an original letter from Contractor's and Subcontractor's Insurance Agency on said Agency's letterhead and executed by an officer thereof, containing the assurances set forth in the sample letter that follows Section 00012.**

## **LIABILITY AND PROPERTY DAMAGE INSURANCE**

Unless otherwise specifically required, each Contractor and subcontractor shall provide the following insurance coverages with limits of not less than the Minimum Limits noted below, or as otherwise required by law, whichever shall be greater:

<b><u>Type of Policy</u></b>	<b><u>Minimum Limits</u></b>
<u>General Liability Insurance, Comprehensive, Occurrence Based, including:</u>	
Commercial General Liability	\$1,000,000
Bodily Injury and Property Damage Liability	\$1,000,000
General Aggregate	\$2,000,000
Premises Operations, including explosion, collapse, and underground operations (X, C and U coverages)	\$1,000,000
Products-Completed Operations (Aggregate)	\$2,000,000
Personal and Advertising Injury (Employment Exclusion deleted)	\$1,000,000
Fire Damage Legal Liability (Each Occurrence)	\$1,000,000
Medical Expense (Any One Person)	\$ 10,000
Property Damage, Broad Form including Completed Operations Contractual, including indemnification provisions for Contractor's obligations.	\$1,000,000

The Contractor shall provide insurance coverage for portions of the work product stored off the site, in transit, and stored on the site but not incorporated into the site as full replacement cost basis without voluntary deductible.

<u>Umbrella/Excess Liability</u> (limits over primary coverage)	\$1,000,000
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<u>Aggregate</u>	\$1,000,000
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The Umbrella Form excess liability insurance limit shall be \$1 million (limit over primary coverage) for each occurrence and \$1 million aggregate (limit over primary coverage) for all Contracts.

In addition to, and any other proof of insurance that the City may require, upon request of the City, contractor and subcontractor(s) shall submit true copies of all specified policies, with all endorsements and exclusions thereto. Certificates of Insurance, endorsements and/or policies which are found to be incomplete or not according to form shall be returned as unsatisfactory and proper documents shall then be provided or the contractor shall be deemed to be in default. Contractor shall furnish to the City, immediately, copies of any endorsements that are subsequently issued amending coverage or limits. All copies of certificates and correspondence relating thereto shall be directed to the City.

## **AUTOMOBILE INSURANCE:**

Automobile Liability Policy, providing coverage for all claims, Bodily Injury and Property Damage, against the contractor, each sub-contractor, and the City, as a result of work under the contract covering any vehicle, owned and non-owned with limits of not less than \$1,000,000 Each Accident.

## **WORKERS' COMPENSATION INSURANCE:**

Insurance certificate for statutory amounts as prescribed by New York State Workers' Compensation Law §57 which reflects the City of Oneida as the certificate holder shall be provided by contractor and each sub-contractor.

*Note - ACORD forms are NOT acceptable proof of New York State worker's compensation or disability benefits insurance coverage. The only acceptable forms are:*

<u>Form #</u>	<u>Form Title</u>	<u>Issuing Agency</u>
C-105.2 (9-07)	Certificate of NYS Workers Compensation Insurance Coverage	State of New York Workers' Compensation Board
U-26.3	Certificate of Workers' Compensation Insurance	New York State Insurance Fund <a href="http://www.nysif.com">"www.nysif.com"</a>
SI-12 (10-03)	Certificate of Workers' Compensation Self - Insurance	State of New York Workers' Compensation Board
GSI-105.2 (2-02)	Certificate of Participation in Workers' Compensation Group Self - Insurance	State of New York Workers' Compensation Board

## **NEW YORK STATE DISABILITY BENEFITS INSURANCE:**

Insurance certificate for statutory amounts as prescribed by New York State Workers' Compensation Law §220 (8) which reflects the City of Oneida as the certificate holder shall be provided by contractor and each sub-contractor.

*Note - ACORD forms are NOT acceptable proof of New York State worker's compensation or disability benefits insurance coverage. The only acceptable forms are:*

<u>Form #</u>	<u>Form Title</u>	<u>Issuing Agency</u>
DB-120.1 (5/06)	Certificate of Disability Benefits Insurance	State of New York Workers' Compensation Board
DB-155 (1/98)	Certificate of Disability Benefits Self-Insurance	State of New York Workers' Compensation Board

## **DEDUCTIBLES:**

City shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, Subcontractors, or others in the work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amount, each may purchase and maintain it at the purchaser's own expense.

The City as fiduciary shall have the 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 City's exercise of this power.

#### 00012.02 GUARANTEE

The contractor guarantees all the work and equipment furnished under the contract against any defects in workmanship or materials for a period of one (1) year following the date of final acceptance of the work by the City. Under this guarantee, the contractor agrees to make good without delay, at his own expense, any failure of any such parts due to faulty materials, construction, or installation, or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall make good any damage.

The contractor also agrees that the contractor's bond provided for in the following paragraph shall fully cover all guarantees contained in this section. Items replaced or rebuilt shall carry a one (1) year guarantee from the date of acceptance of the replacement or repairs.

00012.03      PAYMENT & PERFORMANCE BONDS:

The contractor shall within ten (10) days after the receipt of the **"NOTICE OF AWARD"** furnish the City with a performance bond and a payment bond in penal sums equal to the amount of the contract price, as security for the faithful performance by the contractor of all the undertakings, covenants, terms, conditions, agreements, and obligations under the contract documents, and upon the prompt payment by the contractor to all subcontractors, persons or entities supplying labor and materials in the prosecution of the work provided by the contract documents. Contractor shall furnish such other Bonds as are specifically required by the contract documents, if any.

Such bonds shall be in the form prescribed by the contract documents, except as provided otherwise by applicable law or regulation, and shall be executed by the contractor and such sureties as are licensed to transact such business in the state of New York and named on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular Number 570 (amended) by the Financial Management Service, Surety Bonds Branch, U.S. Department of Treasury ("Surety Companies Accepted on Federal Bonds"). All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. All Bonds shall remain in effect for at least until one year following the later of final acceptance of the work by the City or the date when final payment becomes due, except as provided otherwise by law or regulation. The expense of these bonds shall be borne by the contractor.

If at any time a surety of any bond is declared bankrupt, becomes insolvent, or loses its right to do business in the State of New York or is removed from the list of Surety Companies Accepted on Federal Bonds, the contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond (or bonds), in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.



## **00013 - AWARD OF CONTRACT**

### ***00013.01. AWARD OF CONTRACT***

The award of the Contract will be made to the most responsive, responsible Bidder, who, in the opinion of the City, is qualified to perform the Work required and is responsible and reliable.

The award shall be made by the person or body authorized by law to make such awards. Formation of legally binding obligations between the City and Bidder (Award) shall occur upon the mailing of written notice of the Award to the successful Bidder.

It is the intention of the City that the Work will be awarded within 45 calendar days after the opening of Bids to the lowest responsible Bidder or combination of lowest responsible Bidders whose Bids conform to the requirements of the Bidding Contract Documents. Bids may not be withdrawn, altered or revoked during this 45-day period. Even after the expiration of such 45-day period, the Owner may accept a Bid and Award the Work to any Bidder whose Bid has not been unequivocally withdrawn or revoked prior to the mailing of written notice of the Award to the successful Bidder. For purposes of the preceding sentence, withdrawal or revocation of a Bid shall not occur until the Owner receives an unequivocal statement to that effect.

The right is reserved to reject any Bid or all Bids and to waive any informality in any Bid received.

### ***00013.02 METHOD OF AWARD***

This bid is comprised of a base contract. The owner intends to award the contract based on the base bid.

The bidder must submit a bid for the base contract.

## **SECTION 00014 NYS BIDDING PROVISIONS**

### *00014.01 HOURS, WAGES & SUPPLEMENTS*

*(From NYS Labor Law, Article 8, Section 220)*

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 this contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in the cases of extraordinary emergency, including fire, flood or danger to life or property.

Each laborer, workman or mechanic employed by the contractor, subcontractor, or other person about or upon the work under this contract shall be paid no less than the prevailing rate of wages and shall be provided the supplements not less than the prevailing supplements as determined by the fiscal officer pursuant to Article 8 of the Labor Law. The prevailing rate schedule as determined by the fiscal officer follows this section and is a part of this contract. Any person employed at the site of the work in an occupation not listed in the following prevailing rate schedule shall be paid not less than the minimum rate per hour and shall be provided not less than the supplements designated by the fiscal officer.

Article 8, Section 220 of the Labor Law as amended provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public works projects including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; pension or retirement benefits; vacation benefits. When the amount of supplements provided by the employer is less than the total amount of supplements shown on the wage schedule, the difference shall be paid in cash to employees. NYS Labor Law, Article 8, Section 220 of the Labor Law also provides that the supplements to be provided to laborers, workmen and mechanics upon public work "shall be in accordance with the prevailing practices in the locality...." The amount for supplement listed on the prevailing rate schedule does not necessarily include all types of prevailing supplements in the locality and a future determination of the fiscal officer may require the contractor to provide additional supplements.

The contractor shall provide statutory benefits for disability pensions, workmen's compensation, unemployment insurance and social security.

The contractor and every subcontractor shall post in a prominent and accessible place on the site of the project, a legible statement of all wage rates and supplements as specified in this contract to be paid or provided as the case may be for the various classes of mechanics, workmen, or laborers employed on the work.

If this contract is in excess of Twenty-Five Thousand Dollars (\$25,000), the contractor and every subcontractor who maintains no regular place of business in New York State shall keep on the site of the work original payrolls or transcripts thereof subscribed and affirmed by him as true under the penalty of perjury showing the hours and days worked by each workman, laborer, or

## **SECTION 00014 NYS BIDDING PROVISIONS**

mechanic, the occupation at which he worked, the hourly wage rate paid and the supplements paid or provided, on the site of the project.

All other contractors or subcontractors shall produce within five days on the site of the work and upon formal order of the fiscal officer or designated representative such original payrolls or transcripts thereof subscribed and affirmed by him as true under the penalty of perjury, as may be deemed necessary to adequately enforce the provisions of Article 8.

All contractors and subcontractors shall be required to keep the following records on the site of the work:

- (a) Record of hours worked by each workman, laborer, and mechanic on each day.
- (b) Records of days worked by each workman, laborer and mechanic.
- (c) Schedule of occupation or occupations at which each workman, laborer, and mechanic on the project is employed during each work day and week.
- (d) Schedule of hourly wage rates paid to each workman, laborer, and mechanic for each occupation.

The contractor shall post at conspicuous points on the site of the project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

### *00014.02 WORKER PREVAILING WAGE NOTIFICATION REQUIREMENTS*

*(From NYS Labor Law, Article 8, Section 220, Subdivision 3-a) (Effective February 24, 2008)*

Prevailing wage rate law, Labor Law '220, paragraph a of subdivision 3-a. requires:

- (a) Contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the prevailing wage rate for their particular job classification on each pay stub. In the event that the required information will not be on the pay stub, an accompanying sheet or attachment must be used.
- (b) Contractors and subcontractors to post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and address for the NYS Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. NYSDOL contact information follows:

## **SECTION 00014 NYS BIDDING PROVISIONS**

NYS Department of Labor  
207 Genesee Street - Room 603B  
Utica, NY 13501  
315-793-2314

OR

NYS Department of Labor  
333 E. Washington Street – Room 419  
Syracuse, NY 13202  
315-428-4056

### *00014.03 CERTIFIED PAYROLLS REQUIRED BEFORE PAYMENT*

*(From NYS Labor Law, Article 8, Section 220, Subdivision 3(d)(iv).)*

Certified payrolls shall be provided to the owner by the contractor and all subcontractors that cover the period for which an application for payment is made, before the owner shall make a payment to the contractor for work performed on the contract.

### *00014.04 DISCRIMINATION PROHIBITED*

*(From NYS Labor Law, Article 8, Section 220-E)*

The contractor agrees, in accordance with the applicable provisions of the Labor Law, of the State of New York:

- (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates;
- (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin;
- (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

## **SECTION 00014 NYS BIDDING PROVISIONS**

### *00014.05 DUST HAZARDS (From NYS LABOR LAW, Article 8, Section 222-A)*

(a) If, in the construction of the work covered by the contract, a harmful dust hazard is created for which appliances or methods for the elimination of dust have been approved by, the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the contractor at his expense.

(b) The contract shall be void and of no effect unless the contractor complies with the provisions of this subdivision of the Contract and NYS Labor Law, Article 8, Section 222-A.

### *00014.06 REFUSAL TO TESTIFY OR TO SIGN WAIVER OF IMMUNITY OR TO ANSWER RELEVANT QUESTIONS (From NYS General Municipal Law, Article 5-A, Section 103-A & NYS Finance Law, Article 9, Section 139-A)*

Upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of a witness and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services for a period of five (5) years after such refusal and;
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, or with any fire district or any agency or official thereof on or after the first day of September, 1960, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

**SECTION 00014 NYS BIDDING PROVISIONS**  
**00014 NEW YORK STATE BIDDING PROVISIONS**

00014.07      *NON-COLLUSION CERTIFICATION (From General Municipal Law, Article 5-A, Section 103-D)*

Each bidder shall complete the Non-Collusive Bidding Certification attached to the Bid Form.

00014.08      *WORKMEN'S COMPENSATION (From General Municipal Law, Section 108)*

It is stipulated that the contractor and his subcontractors shall at all times during the life of this contract provide adequate Workmen's Compensation at their own cost and expense for their employees engaged in the work. This contract shall be void and of no effect unless the said contractor and his subcontractors shall secure compensation for the benefit of, and keep insured during the life of said contract, such employees in compliance with the provisions of the NYS Workmen's Compensation Law.

00014.09      *LIEN LAW*

The attention of the contractor is specifically called to the provisions of the NYS Lien Law of the State of New York, wherein funds received by a contractor for a public improvement are declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims.

00014.10      *SALES AND USE TAX EXEMPTIONS*

The owner is an exempt organization described in subdivision (a) of Section 1116 of the Tax Law of the State of New York. Accordingly, the following transactions, if occurring under this contract, are exempt from the sales and compensating use taxes of the State of New York and of cities and counties thereof, and no sales and compensating use taxes relative to these exempt transactions shall be included in bids:

- (a) The sale of materials, equipment and supplies to the City;
- (b) The sale to the contractor or his subcontractors of materials, equipment, and supplies for use in erecting any structure or building included in the project or in adding to, altering or improving any real property included in the project, provided that such materials, equipment & supplies are to become an integral component part of such structure, building or real property (i.e. incorporated in the project).
- (c) The sale to the contractor or his subcontracts of materials equipment and supplies to be re-sold to the owner other than those described in (b) above.

This project is to be bid, the contract drawn and payments made in such manner that the owner shall have the full advantage of all available exemptions from sales and compensating use taxes.

**SECTION 00014 NYS BIDDING PROVISIONS**  
**00014 NEW YORK STATE BIDDING PROVISIONS**

The contractor, his subcontractors and his material men shall complete New York Sales Tax Form ST120.1 (Contractor Exempt Purchase Certificate) and shall furnish such certificate to all persons, firms or corporations from whom they purchase materials, equipment and supplies which may be tax exempt as provided above. The Contractor and his subcontractors shall maintain and keep for a period of six (6) years after the date of final payment for the sale, or, if a claim for sales or compensating use tax is pending or threatened at the end of such six year period, until such claim is finally determined and settled, records which in the judgment of the New York State Department of Taxation and Finance adequately show all such tax exempt materials, equipment and supplies purchased by each.

**00015      AFFIRMATIVE ACTION**

**00015.01 - City of Oneida Affirmative Action Policy**

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, political affiliation, physical handicap, or national origin, and that the contractor will comply with all provisions of Executive Order 11246.



**SECTION 00016**

**CERTIFIED PAYROLL FORMS**

**DISPENSATION FOR HOURS**

**SUB-CONTRACTOR'S AFFIDAVIT**

**PREVAILING WAGE & SUPPLEMENTS**

## WEEKLY PAYROLL

**For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.**

NAME OF CONTRACTOR <input type="checkbox"/>		SUBCONTRACTOR <input type="checkbox"/>		ADDRESS																	
FEIN		FOR WEEK ENDING		PROJECT AND LOCATION										PROJECT OR CONTRACTOR NO.							
(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	ST or OT	4) DAY AND DATE								(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(2) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY											FICA	WITH- HOLDING Tax			OTHER	TOTAL DEDUCTIONS	
			S											\$0.00							\$0.00
			O																		
			S											\$0.00							\$0.00
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			S											\$0.00							\$0.00
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			O																		

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date \_\_\_\_\_

I \_\_\_\_\_  
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_

\_\_\_\_\_  
(Contractor or Subcontractor)

\_\_\_\_\_, that during the payroll period commencing on the \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
all persons employed on said project have been paid the full weekly wages earned, that no  
rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or  
indirectly from the full wages earned by any person, other than permissible deductions as  
defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the  
wage rates for laborers, workers, or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that  
the classifications set forth therein for each laborer, worker or mechanic conform with the work  
he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide  
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau  
of Apprenticeship and Training, United States Department of Labor, or if no such recognized  
agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United  
States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed  
in the above referenced payroll, payments of fringe benefits as listed in the  
contract have been or will be made to appropriate programs for the  
benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer, worker, or mechanic listed in the above-referenced payroll has been  
paid, as indicated on the payroll, an amount not less than the sum of the  
applicable basic hourly wage rate plus the amount of the required fringe benefits  
as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
SIGNATURE	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.	



STATE OF NEW YORK  
DEPARTMENT OF LABOR  
BUREAU OF PUBLIC WORK  
THE GOV. W. AVERELL HARRIMAN  
STATE OFFICE BUILDING CAMPUS  
ALBANY, N.Y. 12240

FOR OFFICIAL USE ONLY

Control No: \_\_\_\_\_

**APPLICATION FOR DISPENSATION FOR HOURS**

Applicant must **COMPLETE BOTH PAGES.** **Phone: (518) 457-5589** **Fax: (518) 485-1870**  
A representative of the Department of Jurisdiction (contracting agency) must **COMPLETE CERTIFICATION AT BOTTOM.**

<b>APPLICANT:</b> NAME AND ADDRESS	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	TELEPHONE NO:

**Prevailing Rate Case / PRC #**  
(found on wage schedule)

**COUNTY:**

**Project Description:**

DESCRIPTION OF LOCATION: (City, town, intersection, street or route, etc.)

**NATURE OF PROJECT: (Check one)**

- ☐ 1. NEW BUILDING    ☐ 2. ADDITION TO EXISTING STRUCTURE    ☐ 4. NEW SEWER OR WATERLINE    ☐ 6. OTHER RECONSTRUCTION, MAINTENANCE REPAIR OR ALTERATION  
☐ 3. HEAVY AND HIGHWAY CONSTRUCTION (NEW AND REPAIR)    ☐ 5. OTHER NEW CONSTRUCTION    ☐ 7. DEMOLITION

**REASON FOR REQUESTING DISPENSATION:**

**DISPENSATION REQUIRED: (Complete statement below)**

**THIS MUST BE SIGNED**

Application is made for a period beginning \_\_\_\_\_ and ending \_\_\_\_\_ to permit  
(DATE) (DATE)  
operations \_\_\_\_\_ hours per day, \_\_\_\_\_ days per week.

(Date)

(Signature of Contractor or Authorized Representative)

(PRINT NAME AND TITLE)

**This Section to be Certified by an Officer of the Department of Jurisdiction**

**THIS MUST BE SIGNED**

IT IS HEREBY CERTIFIED THAT THE ABOVE DESCRIBED PUBLIC WORK PROJECT IS OF AN IMPORTANT NATURE AND THAT A DELAY IN CARRYING IT TO COMPLETION WOULD RESULT IN SERIOUS DISADVANTAGE TO THE PUBLIC.

(DEPARTMENT OF JURISDICTION)

(AUTHORIZED SIGNATURE)

(STREET ADDRESS)

(PRINT NAME AND TITLE)

DATE

(TOWN, CITY, STATE)

(ZIP CODE)

TELEPHONE NO.: ( )

## COMPLETE AND RETURN

**LIST THE JOB CLASSIFICATIONS FOR WHICH THIS DISPENSATION IS REQUESTED AND THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION.**

[illegible]

**Subcontractor's Certification of Receiving Schedule(s) of Wages and supplements  
in Compliance with the New York State Labor Law, Section 220-a.**

I, \_\_\_\_\_, as \_\_\_\_\_ of  
(Title or Position)  
\_\_\_\_\_  
(Company Name) (Subcontractor), a subcontractor of \_\_\_\_\_

(Prime) on PRC No. \_\_\_\_\_, am duly authorized to make this affidavit on behalf of this subcontractor, and being duly sworn, depose and say that:

In compliance with the provisions of Section 220-a of the Labor Law, do hereby state verify receipt from Prime of the original schedule(s) of wages and supplements for this project applicable for the period from July 1, 20\_\_\_\_ through June 30, 20\_\_\_\_ for the county(ies) of \_\_\_\_\_

Furthermore, by these present, I do hereby verify that I have reviewed said schedule(s), and agree for and on behalf of Subcontractor to pay the applicable prevailing wage and to pay or provide the supplements specified therein.

VERIFICATION:

\_\_\_\_\_  
Signature

**STATE OF NEW YORK    )**  
**COUNTY OF                )   SS.:**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_,

to me known and who, being by me duly sworn, did depose and say that he/she is authorized to execute the foregoing instrument on behalf of the Prime, has read the foregoing, knows the contents thereof, knows same is true, and he/she has signed his/her name hereto.

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

## **Prevailing Wage and Supplements**

The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall be responsible for obtaining and paying workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at <https://dol.ny.gov/public-work-and-prevailing-wage>. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The NYSDOL prevailing wage rate schedule for this contract has been determined and is available online. The prevailing wage rate schedule may be accessed by visiting the NYSDOL website using the link above, navigating to the prevailing wage section, and entering the Prevailing Rate Case No. (PRC#) 2023003337.

## **BIDDER' S CHECK LIST**

<input type="checkbox"/>	Section 00020, Bid Sheet - Completed
<input type="checkbox"/>	Section 00021, Bid Form - Completed
<input type="checkbox"/>	Section 00022, Non-Collusive Bidding Certification - Completed
<input type="checkbox"/>	Section 00023, Bid Security 5% [cash, certified check, bid bond] - Attached
<input type="checkbox"/>	Section 00024, Statement of Surety's Intent - Completed
<input type="checkbox"/>	Section 00125, Asbestos Handling Licenses in accordance with Article 30 of NYS Labor Law and NYCRR ICR-56.



**SECTION 00020**  
**BID SHEET**  
**FORMER MADISON HOUSE SITE**  
**140 MADISON STREET ONEIDA, NEW YORK**  
**DEMOLITION DEBRIS REMOVAL PROJECT.**

TO THE CITY OF ONEIDA, NEW YORK (CITY)

For: DEMOLITION DEBRIS REMOVAL AT FORMER MADISON HOUSE SITE  
140 MADISON STREET, ONEIDA, NEW YORK

Pursuant to and in compliance with the Owner's advertisement for bids dated March 21, 2023 and the Contract Documents relating hereto, the undersigned hereby offers to Provide all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to, the DEMOLITION DEBRIS REMOVAL Work as required by, and in strict accordance with, the applicable provisions of the Contract Documents, as defined in the Technical Specification, including changes thereto, and all of the addenda issued by the Owner and sent to the undersigned by certified or registered mail or by facsimile transmission or delivered to the bidder prior to the date of opening of bids, whether received by the undersigned or not, for the total sum of:

**TOTAL BASE BID**

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
[ Price in Words ]

( \$ \_\_\_\_\_ . \_\_\_\_\_ )  
[ Price in figures ]

# 140 Madison Demolition Debris Removal

## CITY OF ONEIDA, NEW YORK 00021 - BID FORM

TO THE COMMON COUNCIL:

The undersigned declares that \_\_\_\_\_ is/are the only person(s) interested in this bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair, and without collusion or fraud; and that no member of the Common Council or other officer of the City of Oneida or any person in the employ of said City is directly or indirectly interested in this bid, or in the supplies or works to which it relates or in any portion of the profits thereof.

The undersigned also declares that \_\_\_\_\_ has/have carefully examined the specifications therein referred to, which are on file in the office of the City Engineer and will provide all necessary machinery, tools, apparatus, and other means for construction and also do all the work and furnish all the materials called for by the City Engineer for the sums stated on the bid form(s) at Section 00020.

And \_\_\_\_\_ shall commence work within 14 days  
(Contractor)  
after signing the contract, and will progress therewith to its completion within 30 calendar days, in accordance with the terms of the contract.

Accompanying this bid is cash, a certified check or bid bond for: \$ \_\_\_\_\_ five percent (5%) of the bid price for the Base Project which shall become the property of the City of Oneida, if in case this proposal shall be accepted by said City through its Common Council, the undersigned shall fail to execute a contract with a performance bond to said City according to the requirements of the Information for Bidders; otherwise the said check is to be returned to the undersigned as stated in the Information for Bidders.

\_\_\_\_\_  
[Name of Individual, Partnership, Company, Corporation]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[Title]

P.O. Address: \_\_\_\_\_

Telephone # \_\_\_\_\_

FAX # \_\_\_\_\_

E-mail \_\_\_\_\_

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

Federal Tax ID # \_\_\_\_\_

00022 - NON-COLLUSIVE BIDDING CERTIFICATION

(See General Municipal Law Section 103-d)

By submission of this bid, the Bidder and each person signing on behalf of the Bidder, certify under penalty of perjury that to the best of knowledge and belief:

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

The foregoing statement is affirmed as true under penalty of perjury.

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

TITLE: \_\_\_\_\_

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

FOR THE BIDDER: \_\_\_\_\_

Signature

(Corporate Seal, if any)

If no seal write-

"No Seal" across this  
place and sign)

(This Form Must Be Completed Prior To The Submission Of The Bid)

**00023 - BID SECURITY**

**(5% of BID Amount)**

**(Attach Here)**

**00024 - STATEMENT OF SURETY'S INTENT**

To: City of Oneida Common Council

(City)

We have reviewed the Proposal of: (Contractor)

(Address)

For: (Project)

Proposal for which will be received on: April 25, 2023  
(Date)

and wish to advise that should this proposal of the contractor be accepted and the contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the contractor.

Any arrangement for the bonds required by the contract is a matter between the contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

Attest:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate Seal if any. If  
no seal, write, "No Seal"  
across this place & sign).

**(This completed form must accompany the submission of the bid\proposal)**

**SECTIONS 00110 - 00131**

**CONTRACT**

**FORMS**

**CITY OF ONEIDA, NEW YORK**  
**00110-AGREEMENT**

This AGREEMENT, made and entered into this day of \_\_\_\_\_, 2023 by and between THE CITY OF ONEIDA, 109 North Main Street, Oneida, New York 13421 (hereinafter the "CITY"), and

\_\_\_\_\_ (hereinafter the "CONTRACTOR").

W I T N E S S E T H :

WHEREAS, CITY wishes to have certain work performed in and for CITY; and

WHEREAS, CONTRACTOR wishes to perform such work in return for the compensation noted herein.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**Article 1.**

Under this Agreement, CONTRACTOR shall perform the demolition debris removal as described in the contract documents attached and incorporated hereof. In exchange for CONTRACTOR'S performance, CITY shall pay CONTRACTOR in accordance with the unit prices in the Bid Form.

**Article 2.**

In consideration of the payments to be made as hereinafter provided, and of the performance by the CITY of all of the matters and things to be performed by the CITY and herein provided; the CONTRACTOR agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good substantial workmanlike and approved manner, the work described under Article I hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Agreement and with the instructions, orders and directions of the City Engineer made in accordance with this Agreement. CONTRACTOR shall commence work within 14 days after being notified to proceed by the City Engineer, and will progress therewith to its completion within 30 calendar days, in accordance with the terms of the Agreement.

**Article 3.**

CONTRACTOR shall direct and supervise the day-to-day activities of its employees. It is agreed that CONTRACTOR shall report to the City Engineer and the City Engineer shall be responsible for inspecting and approving the work performed. Because this Agreement is being entered into between CONTRACTOR and a municipality, the Agreement is subject to the New York State Prevailing Wage Law. CONTRACTOR agrees to comply with such requirements in all respects.

#### **Article 4.**

- [a] CONTRACTOR shall obtain, and maintain throughout the term of this Agreement, the insurance and bonds as set forth in the Contract Documents, naming CITY as an additional insured thereunder by endorsement on an unrestricted primary and non-contributory basis on all lines of liability coverage and shall provide proof of such coverage to CITY before commencing work. Such insurance coverage shall indemnify and save harmless the CITY from all suits, claims or demands on account of the injuries or damages to person or property arising out of the performance of the work called for in this contract. Failure to maintain insurance coverage as listed herein shall be a material breach of this Agreement and shall subject CONTRACTOR to liability for damages, indemnification, and all other legal remedies available to CITY. The failure of CITY to object to the content of any Endorsement or Certificate or the absence of same shall not be deemed a waiver of any or all rights held by CITY.
- [b] CONTRACTOR and his subcontractors shall maintain Worker's Compensation and Employers Liability insurance as required by the State of New York. CONTRACTOR shall pay any and all applicable premiums and deductibles.
- [c] Endorsements, certificates of insurance or copies policies and all required bonds shall be approved as to form and sufficiency by the City Attorney prior to work being commenced.

#### **Article 5.**

CONTRACTOR hereby agrees to accept full responsibility for conclusions it has rendered relative to the nature and probable difficulties of the work, due to underground composition or other factor by which actual conditions are not readily visible or ascertainable; CONTRACTOR represents it is not relying upon any representations, if any, of CITY, its agents, and employees, whatsoever in this regard. CONTRACTOR further acknowledges that it has conducted an adequate and careful inspection of the work site.

#### **Article 6.**

The following documents shall constitute integral parts of the Agreement: Advertisement; Information for Bidders; Conditions of the Contract; Award of Contract; New York State Bidding Provisions; Affirmative Action; New York State Department of Labor Requirements; Bid; Agreement; Measurement for Payment and all interpretations of or addenda to the Contract Documents issued by the CITY or the City Engineer with the approval of the CITY (collectively known and referred to as the "Contract Documents").

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

#### **Article 7.**

If CONTRACTOR shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Agreement, according to the true intent and meaning thereof, then CITY may make use of any of all remedies provided in the Contract Documents and shall have the right and power to proceed in accordance with the provisions thereof.



## **Article 8.**

The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

NONE

---

## **Article 9.**

CONTRACTOR agrees:

- [a] He hereby voluntarily and irrevocable submits himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.
- [b] This Agreement shall be construed and enforced in accordance with the laws of the State of New York, and any litigation brought by CONTRACTOR based on or arising out of this Agreement shall be brought only in the Supreme Court of Madison County, in the State of New York.
- [c] Any legal process or notice connected with any litigation may be served on the CONTRACTOR by United States registered mail, postage prepaid, addressed to CONTRACTOR at the address stated in this Agreement or at the address stated in this Agreement for the furnishing of notices to the CONTRACTOR, and that service in such manner shall constitute good and valid service of process upon CONTRACTOR.
- [d] The CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph [a] immediately above, invalid service of process, and that CONTRACTOR will duly enter its appearance in any such action.
- [e] To the maximum extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless CITY, its officers, employees, consultants, contractors and agents from and against any and all losses, damages, costs and expenses including attorneys' fees, liabilities, fines and penalties resulting from and all claims, proceedings or actions of whatsoever kind or nature whether or not finally adjudicated including any settlement thereof, arising out of or in connection with or on account of any performance of this Agreement and this liability shall survive the termination or expiration of the Agreement.

**Article 10.**

All notices, objections and other communications hereunder shall be delivered in writing and shall be deemed to have been duly given if delivered or mailed by certified mail, return receipt requested, postage prepaid, as follows:

If to CITY:               Oneida City Mayor  
                                  109 North Main Street  
                                  Oneida, New York 13421

With copy to:           Oneida City Clerk  
                                  109 North Main Street  
                                  Oneida, New York 13421

If to CONTRACTOR:

With copy to:

(Representative of Contractor)

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

SEAL

\_\_\_\_\_  
BY:   Helen Acker, MAYOR  
      CITY OF ONEIDA, NEW YORK

SEAL

\_\_\_\_\_  
BY:   (Representative of Contractor)

**00111 - NOTARY**

**(Acknowledgment of Officer or Owner)**

STATE OF NEW YORK :  
COUNTY OF MADISON : ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ before me personally came \_\_\_\_\_, Mayor of the City of Oneida, to me personally known and known to me to be the same person who executed the foregoing Contract as such official, and that said he duly acknowledged to me that he executed the same pursuant to the power and authority vested in him by THE CITY OF ONEIDA COMMON COUNCIL and that said signature is so affixed pursuant to authority vested in him.

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

=====

**(Acknowledgment of Contractor, if a Corporation)**

STATE OF NEW YORK :  
COUNTY OF MADISON : ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ before me personally came and appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation, that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

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

**00111 - NOTARY**

**(Acknowledgment of Contractor, If a Partnership)**

STATE OF NEW YORK :  
COUNTY OF MADISON : ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 202 \_\_ before me personally came and appeared \_\_\_\_\_,  
to me known and known to me to be one of the members of the firm of \_\_\_\_\_  
described in and who executed the foregoing instrument, and he acknowledges to me that he executed  
the same as and for the act and deed of said firm.

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

=====

**(Acknowledgment of Contractor, If an Individual)**

STATE OF NEW YORK :  
COUNTY OF MADISON : ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 202 \_\_ before me personally came and appeared \_\_\_\_\_,  
Owner of \_\_\_\_\_, to me known and known to me to be the person  
described in and who executed the foregoing instrument and acknowledged that he executed the  
same.

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

**00120**

**CERTIFICATE**

**OF**

**LIABILITY**

**INSURANCE**

**(ATTACH HERE)**

**SECTION 00121**  
**CERTIFICATE**  
**OF**  
**WORKERS' COMPENSATION**  
**INSURANCE**  
**(ATTACH HERE)**

**(Note ACORD Form no longer is acceptable proof of insurance)**

**SECTION 00122**

**CERTIFICATE**

**OF**

**NEW YORK STATE**

**DISABILITY BENEFITS**

**INSURANCE**

**(ATTACH HERE)**

**SECTION 00125**

**ASBESTOS HANDLING LICENSES**

**(ATTACH HERE)**



**SECTION 00130**

**PERFORMANCE BOND**

**(ATTACH HERE)**

**SECTION 00131**  
**LABOR & MATERIAL BOND**  
**(ATTACH HERE)**

## **SECTION 00140**

**CONTRACT**

**CLOSE-OUT**

**FORMS**

**00140.01**

**FINAL PAYMENT AFFIDAVIT  
THAT PROJECT IS FREE FROM LIENS & CLAIMS<sup>1</sup>**

To: Comptroller  
City of Oneida  
109 N. Main Street  
Oneida, New York 13421

Re: \_\_\_\_\_  
(Project Title\Contract)

In making application for final payment \_\_\_\_\_  
(Prime Contractor)

certifies that the subject contract is free of any liens and that no right to any claim exists by any subcontractor or supplier of materials incorporated into the works.

\_\_\_\_\_ further certified that the premiums shall  
(Prime Contractor)  
be paid in order to keep the labor and material bond in force for a period of one year after date of final acceptance by the City of Oneida IAW Contract provision 00012.03, Contract Security.

\_\_\_\_\_  
(Signature of Owner of Officer)

\_\_\_\_\_  
(Typed Name of Owner of Officer)

\_\_\_\_\_  
(Name of contractor)

\_\_\_\_\_  
<sup>1</sup> This form shall be completed and shall accompany the request for final payment.

**FINAL PAYMENT AFFIDAVIT  
PREVAILING WAGE RATES  
(Section 220a, NYS Labor Law)**

To: Comptroller  
City of Oneida  
109 N. Main Street  
Oneida, New York 13421

Re: \_\_\_\_\_  
(Project Title\Contract)

In making application for final payment for the subject contract\project  
\_\_\_\_\_  
(Prime Contractor) certifies that it has received every verified  
statement required to be obtained from its subcontractors pertaining to the subject contract\project  
and that a copy of same has been filed with the City of Oneida.

**SECTION II**

In making application for final payment \_\_\_\_\_ further  
(Prime Contractor)

certifies that all wages have been paid and that all hourly supplements have been paid or provided to  
its workers...

**SECTION III  
MARK THE APPROPRIATE CERTIFICATION BELOW**

\_\_\_\_\_ In making application for final payment \_\_\_\_\_  
(Prime Contractor)

certifies that for each subcontractor whose employees have not been finally paid, a listing has been  
attached to this affidavit which shows the name of each such subcontractor and that the names of that  
subcontractors' employee(s) and the amounts of wages and\or supplement which remain unpaid.

OR

\_\_\_\_\_ In making application for final payment \_\_\_\_\_  
(Prime Contractor)

certifies that it has no knowledge of amounts owing to any worker by any its subcontractors.

**SECTION IV**

In the event that it is determined by the NYS Commissioner of Labor that any worker of any  
subcontractor employed on the subject contract has been paid or provided pursuant to the scheduled  
of prevailing wage and\or supplements, \_\_\_\_\_

(Prime Contractor)

shall be responsible for payment of such wages and supplements pursuant to Section 223 of the  
Labor Law.

\_\_\_\_\_  
(Signature of Owner of Officer)

\_\_\_\_\_  
(Typed Name of Owner of Officer)

\_\_\_\_\_  
(Name of contractor)

**SECTION 00200**

**CONDITIONS**

**OF THE**

**CONTRACT**

## **Conditions of the Contract**

### **00200.01 Permits, Laws and Regulations**

The contractor shall acquire, at his own expense, all necessary permits from the County, State, Town, Municipal or other public authorities; shall pay all fees and charges incidental to the due and lawful execution of the work done under this contract.

He shall keep himself fully informed of all laws, ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders decrees and instructions of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in the contract documents in relation to any such law, ordinance regulations, order, decree, or instruction, he shall forthwith report the same in writing to the Engineer.

He shall at all times himself observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, decrees, and instructions.

### **00200.02 Definitions**

Engineer: Shall mean the City Engineer or his representative acting for the Engineer within the scope of the particular duties assigned to them.

### **00200.03 Ground Available to Contractor**

The contractor shall confine his operations to such portions of the property of the owner, and to the rights of way or easements acquired for the work as shown. Private property adjacent to the work shall not be entered upon or used by the contractor for any purpose whatsoever without the written consent of the owner thereof.

All work in connection with the contract within or bordering on private or public property shall be conducted in such manner as will cause the minimum inconvenience and disturbance to it. No excavated materials or supplies of any kind shall be stored on private or public premises without the owner's consent, and all walks and driveways shall be kept open to uninterrupted passage.

The contractor shall at his own cost and expense whenever so required, erect and maintain fences along the roadways, and around the grounds occupied by him, and of such character as will be sufficient for the protection of the adjoining property and all persons lawfully using the same.

## **Conditions of the Contract**

### **00200.04 Access to Work**

The owner, his engineer, inspectors, agents, other employees and representatives of state and federal regulating agencies, shall for any purpose, and any other parties who may enter into contracts with the owner for doing work within the territory covered by this contract shall, for all purposes which may be required by their contracts, have access to the work and the premises used by the contractor, and the contractor shall provide safe and proper facilities therefore. The contractor shall, whenever so requested, give the engineer access to the proper invoices, bill of lading, etc., and shall provide scales and assistance for weighing or other assistance for measuring and testing any of the materials.

The contractor shall also provide access to the owners of undeveloped lots and their contractors and sub-contractors for the purpose of constructing dwellings within the boundaries of this project.

### **00200.05 Time Provisions**

#### **00200.05.01 Commencement and Completion of Work (Revised: April 2, 2001)**

The contractor shall commence the work within fourteen (14) days following the date specified in the Notice to Proceed and fully complete the work within the time specified in the bid. The contractor shall notify the engineer in writing, of his intention to enter upon the site of the work at least five (5) days in advance of such entrance.

#### **00200.05.02 Rate of Progress (Revised: March 19, 1996)**

The rate of progress shall be as nearly uniform as practicable and shall be such that all work under the contract will be completed within the time specified, or before such later date to which the time of completion may have been extended by the owner.

Not later than three days before the pre-construction meeting, the contractor submit to the engineer for approval, two (2) copies of a practical and feasible work schedule showing the order and date on which the several salient features (including equipment) will be started and completed.

The work schedule may be in the form of a critical path or bar graph as determined by the engineer. All schedules shall be updated by the contractor on a monthly basis.



## **Conditions of the Contract**

Where there is more than one contract on the project, the general contractor shall, within ten (10) days following the execution of his contract with the owner, submit three (3) copies of his own proposed work schedule to the engineer for approval. After approval, sufficient additional copies of the approved schedule shall be submitted to the engineer for transmittal of two (2) copies to each of the other contractors, who shall then prepare and submit their own work schedules for approval. The general contractor shall then incorporate these schedules into his schedule.

The contractor on each contract shall adhere to the approved work schedule for his contract. In the event a contractor does not adhere to his work schedule and causes other contractors to be damaged, the contractor causing the delay shall save the owner and engineer harmless from all actions and charges of the other contractors against the owner or engineer caused by said delay.

### **00200.05.03 Extension of Time (Revised: April, 1993)**

If the contractor is obstructed or delayed in the prosecution or completion of the work by the neglect, delay or default of any other contractors for adjoining or contiguous work, or by any damage that may happen thereto, by the unusual action of the elements, or by the abandonment of the work by the employees in a general strike, or by any delay on the part of the owner or engineer doing work or furnishing material, the contractor shall have no claim for damages against the owner or engineer for any such cause or delay, but he may in such case be entitled to an extension of time specified herein for the completion of the work, provided, however, that claim for such extension of time is made by the contractor in writing within ten (10) calendar days from the time when such alleged cause for delay shall occur.

An application for an extension of time must set forth in detail the source and the nature of each alleged cause of delay in the completion of the work, the date upon which each such cause of delay began and ended and delay attributable to each of such causes. The contractor shall, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the owner may determine to be solely to such causes, and then only if the contractor shall have strictly complied with all of the requirements of this section.

The contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the owner irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault, or omission of the contractor or of his subcontractor or material men, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault, or omission.

### **00200.06 Agreed Upon Damages (Revised: April 1, 2009)**

If the work required by this contract is not completed within the time specified because of fault by the contractor, the contractor shall be liable for agreed upon damages of two hundred fifty dollars (\$250.00) per day for each calendar day beyond the required completion date, such sum being not in the nature of

## **Conditions of the Contract**

a penalty, but representative of the reasonable damages sustained by the owner, and as part of the consideration of the contract. Such agreed upon damages may be deducted by the owner from the amount due the contractor before the balance is payable to the contractor.

### **00200.07 No Waiver of Rights**

Neither the inspection by the engineer, owner, or any of its employees, nor any order of the owner, for payment of money, nor any order, measurement or certificate by the engineer, nor payment for, nor acceptance of the whole or any part by the engineer or owner, nor any extension of time, nor any possession taken by the owner or employees shall operate as a waiver of any provision of this contract, or of any power herein reserved, nor shall any waiver of any breach of this contract be held to be a waiver of any other subsequent breach. All remedies in this contract shall be taken and constructed as cumulative; that is, in addition to each and every other remedy, wherein provided, and the owner shall have any and all equitable and legal remedies which he would in any case have.

### **00200.08 Safety and Protection**

The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work and any other persons who may be affected thereby.

The contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of public bodies having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, including without limitation, the Department of Labor, Safety & Health regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under section 107 of the contract work hours and Safety Standards Act (PL 91-54). He shall erect and maintain as required by the conditions and the progress of the work, all necessary safeguards for safety and protection, and in addition he shall comply with all applicable recommendations of the Manual of Accident Prevention in Construction of the Associated General Contractor of America, Inc.

The contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the contractors superintendent unless otherwise designated.

The contractor shall keep upon the site, at each location where work is in progress, a completely equipped first-aid kit and shall provide ready access thereto at all times when men are employed on the work.

The contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods.

**Conditions of the Contract**  
**00200.09 Changes**

**00200.09.01 Owner's Changes In The Work**

- (a) The owner at any time without notice to any surety may make changes in the work of the contractor by making alterations therein, by making additions thereto, or by omitting work therefrom, and no such action shall invalidate the contract, relieve or release the contractor from any guarantee under the contract affect the terms or validity of any bond, relieve or release any surety, or constitute grounds for any claim by the contractor for damages or loss of anticipated profits. All work required by such alterations, additions, or omissions shall be executed under the terms of the contract.
- (b) Other than in an emergency endangering life or property or pursuant to a field order, the contractor shall not make any change in the work nor furnish any labor, equipment, materials, supplies or other services in connection with any change except pursuant to and after receipt of a written authorization from the owner in the form of a change order, modification, or proceed order. The contractor shall not be entitled to any increase in the contract price or extension of the contract time, and no claim therefor shall be valid unless such written authorization has been so issued to the contractor.
- © The engineer may authorize minor changes in the work which do not alter the character, quantity or cost of the work as a whole. These changes may be accompanied by a field order. The contractor shall carry out such field orders promptly and without any adjustment of the contract price or contract time.

**00200.09.02 Changes in Price Resulting From Changes in the Work**

Any adjustment in the contract price resulting from changes in the work ordered by the owner as in this section provided shall be determined as follows:

- [a] By such applicable unit prices, if any, as are set forth in the contract; or;
- [b] If no such unit prices are so set forth, then by unit or by a lump sum mutually agreed upon by the owner and the contractor; such unit prices or lump sum being

## **Conditions of the Contract**

arrived at by estimates prepared as outlined in [c] below:

- [c] If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then determination shall be made as the sum of the following:
- Actual net cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary,
  - Cost of materials delivered to the job site for incorporation into the contract work,
  - Wages paid to workmen and foremen and wage supplements,
  - Premiums or taxes paid by the contractor for workmen's compensations insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates,
  - Sales and use taxes paid as required by law,
  - Allowances for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the engineer.

Rental rates approved for payment shall be in accordance with those published in that issue of the Associated Equipment Distributors (AED) Rental Guide, current at the time the work is done. In the event that rental rates for equipment used in the performance of extra work are not listed in the AED Rental Guide, rental rates will be approved for payment which are consistent with those prevailing in the construction industry in the area of the work. Monthly, weekly, or daily rates shall apply, pro-rated, to the actual time the equipment is in use; the classification of monthly, weekly or daily rate to be used shall be determined by the length of time the piece of equipment under consideration was in use on the total project under contract plus the time used in the performance of the extra work plus additional subsequent time used on the total project under contract. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the contractor, and as approved by the engineer suitable equipment is not available on the site, the moving of said equipment will be paid for at actual cost.

The contractor will be required to submit evidence satisfactory to the engineer to substantiate each and every item included above.

The amounts allowed for overhead and profit shall not exceed the applicable percentages established as follows:

If the work is done directly by the contractor, overhead in an amount of ten percent (10%) may

## **Conditions of the Contract**

be added to all costs above and to this amount there may be added ten percent (10%) for profit.

If the work is done by a subcontractor, subcontractor's overhead in the amount of five percent (5%) may be added to all costs above and to the cost of labor and materials plus overhead there may be added ten percent (10%) for the subcontractor's profit. To this amount there may be added ten percent (10%) for the contractor's combined overhead and profit.

The percentages for overhead and profit may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the percentages set forth above. No percentages for overhead and profit will be allowed on the premium portion of overtime pay or payroll taxes.

Overhead is defined as all costs or expense not included above including administration superintendents, insurance not outlined above, material used in temporary structures, additional premiums placed upon the labor and performance bonds of the contractor and small hand tools.

### **00200.09.03 Proceed Order**

If the owner and the contractor cannot agree upon an equitable adjustment of the contract price prior to performance of the change in the work, a proceed order shall be issued authorizing the change, and the contractor shall proceed with the work thereof by the most economical methods. Upon completion of the change in the work and a determination of the adjustment in the contract price, a change order shall be issued.

### **00200.10 Estimated Quantities**

The contractor agrees that the estimated quantities stated in the bid are only for the purpose of comparing on a uniform basis, the bids offered for the work under the contract, and he further agrees that he is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids aforesaid; that he will make no claim of any nature against the owner or engineer because of a difference between quantities of the various classes of work actually furnished and the said estimated quantities, even though the estimated quantities prove grossly different from the actual, and that the engineer may without alteration or modification of the contract increase, or omit the amount of any class or portion of the work as may be deemed necessary.

### **00200.11 Prices (Revised: March 19, 1996)**

The prices herein agreed to for the performance of the work shown and as specified, shall be inclusive, that is, the said price shall include not only the doing of the work but also the furnishing of all labor tools, and materials whether the same are required directly or indirectly,

## **Conditions of the Contract**

unless otherwise specified.

Where work is to be measured for payment by units of length, area, volume or weight as stated in the bid, only the net amount of work actually performed, as it shall appear in the finished work and as measured only inside of the payment lines described in the contract drawings, or as ordered, shall be paid for, local customs to the contrary notwithstanding. For estimating quantities of Earthwork (pay item # 153) and Sub grade (pay item # 154) the end area method shall be used between the curblines, except at intersections where the surface area times irregular shaped sections times a depth of 12 inches shall be used to determine the volume. Where the computation of other areas by geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.

Where a lump sum price is bid for an item in the bid, the lump sum price shall be for the work complete as described in the pay item and shall include the cost of all equipment, materials, and labor, specified or implied, incidental to work complete and ready for service and in accordance with the contract documents.

## **00200.12 Schedule of Values**

Three (3) copies of the Application and Certificate for Payment shall be submitted to the City Engineer for his approval. Subcontractors shall submit invoices in three (3) copies describing the material furnished and/or work performed to the Contractor for approval.

The owner will make payments based on these estimates, retaining five (5) percent. Any payment made for materials and equipment delivered will not relieve the contractor of any responsibility for furnishing all the necessary equipment and materials as needed for prosecution of the work in the same manner as if such payment had not been made.

Application for Payment shall be on AIA Document G702, Application and Certificate for Payment which requires notarization.

The schedule of values shall be on AIA Document G703, Continuation Sheet.

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

CONTRACTOR:

PROJECT:  
SIDEWALK REPLACEMENT  
PROGRAM

CONTRACT FOR:

VIA CITY ENGINEER:

JEFFERY A. ROWE

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1.	<b>ORIGINAL CONTRACT SUM</b>	\$
2.	<b>Net Change By Change Orders.....</b>	\$
3.	<b>CONTRACT SUM TO DATE</b> (Line 1 +2).....	\$
4.	<b>TOTAL COMPLETED &amp; STORED TO DATE.....</b> (Column G on G703)	\$
5.	<b>RETAINAGE:</b>	
a.	_____ % of Completed Work (Columns D & E on G703)	\$
b.	_____ % of Stored Material (Column F on G703)	\$
	Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$
6.	<b>TOTAL EARNED LESS RETAINAGE.....</b> (Line 4 less Line 5 Total)	\$
7.	<b>LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)	\$
8.	<b>CURRENT PAYMENT DUE</b>	\$
9.	<b>BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 less Line 6)	\$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total Approved this Month	\$	\$
TOTALS	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.  
CONTRACTOR:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed it and not the truthfulness, accuracy, or validity of that document.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn before me on this \_\_\_\_\_ by: \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary: \_\_\_\_\_ My Commissioning Expires: \_\_\_\_\_

## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the

**AMOUNT CERTIFIED.....** \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

## CITY ENGINEER:

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

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET - Schedule of Values

AIA DOCUMENT G703

PAGE - 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION DATE:

PERIOD TO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE  -5%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1		\$	\$	\$	\$	\$		\$	\$
2		\$	\$	\$	\$	\$		\$	\$
3		\$	\$	\$	\$	\$		\$	\$
4		\$	\$	\$	\$	\$		\$	\$
5		\$	\$	\$	\$	\$		\$	\$
6		\$	\$	\$	\$	\$		\$	\$
7		\$	\$	\$	\$	\$		\$	\$
8		\$	\$	\$	\$	\$		\$	\$
9		\$	\$	\$	\$	\$		\$	\$
10		\$	\$	\$	\$	\$		\$	\$
11		\$	\$	\$	\$	\$		\$	\$
12		\$	\$	\$	\$	\$		\$	\$
13		\$	\$	\$	\$	\$		\$	\$
14		\$	\$	\$	\$	\$		\$	\$
15		\$	\$	\$	\$	\$		\$	\$
17		\$	\$	\$	\$	\$		\$	\$
18		\$	\$	\$	\$	\$		\$	\$
20		\$	\$	\$	\$	\$		\$	\$
SUB TOTALS:		\$	\$	\$	\$	\$		\$	\$
Change Orders									
1		\$	\$	\$	\$	\$		\$	\$
2		\$	\$	\$	\$	\$		\$	\$
3		\$	\$	\$	\$	\$		\$	\$
CHANGE ORDER TOTALS:		\$	\$	\$	\$	\$		\$	\$
GRAND TOTALS		\$	\$	\$	\$	\$		\$	\$



## **Conditions of the Contract**

### **00200.13 Owners Right to Withhold Payments**

The owner may withhold from the contractor so much of any approved payments due him as may in the judgment of the owner be necessary:

- (a) To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work.
- (b) To protect the owner from loss due to defective work not remedied, or;
- (c) To protect the owner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors, or others caused by the act of negligence of contractor, or any of his subcontractors.

The owner shall have the right as agent for the contractor to apply any such amounts so withheld in such manner as the owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the contractor.

### **00200.14 Final Inspection**

The engineer shall make a final inspection of all work included in the contract as soon as possible after notification by the contractor that the work is completed and ready for inspection. The engineer will advise the contractor, in writing, as to the particular items to be corrected before the work can be given final approval.

### **00200.15 Final Payment (Revised April 5, 1999)**

Upon completion of the final inspection and the correction of any work required for final approval of the work; and the submission by the contractor of acceptable affidavits, certificates of waivers (see affidavit forms provided following Conditions of the Contract) showing that no right to lien exists in connection with the work; and submission of acceptable evidence by the contractor as to the satisfaction of all claims, the owner shall pay to the contractor the balance of the contract price of the work as indicated by the final estimate prepared by the engineer, including the retained percentage. All prior estimates and payments including those relating to extra work, shall be subject to correction by this estimate and payment, which throughout this contract is called "final payment".

## **Conditions of the Contract**

### **00200.17 Acceptance of Final Payment Constitutes Released**

The acceptance by the contractor of the final payment shall be and shall operate as a release to the owner of all claims and of all liability to the contractor for all things done or furnished in connection with this work, and for every act and neglect of the owner and others relating to or arising out of this work, excepting the contractor's claim for interest upon the final payment if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the contractor or his sureties from any obligation under the contract or the performance bond.

### **00200.18 Breakdown of Lump Sum Items (Revised: April, 1993)**

The contractor shall within three (3) weeks after award of the contract prepare and submit to the engineer for approval, a breakdown of all lump sum bid prices contained in his contract, with the total prices apportioned into component parts of the various types and categories of material and labor involved in each lump sum item. The approved breakdown will be used in the preparation of the current estimate as well as to determine any adjustment in the bid lump sum due to a required increase of work for that lump sum item.

### **00200.19 Old Materials**

All materials removed from old construction and all materials or articles of value found in the excavation or on the site of the work shall be brought to the attention of the owner or owner's agent, and if he shall so order, shall be property of the owner, and shall be carefully preserved for future use. If not claimed by the owner, such material or articles shall be removed and disposed of by the contractor at his own expense. The owner will take possession of any asphalt concrete millings and will furnish vehicles to haul said material.

### **00200.20 Owners Right to Accept Portions of Work**

The owner reserves the right to accept for service any portion of the work at any time during the contract period without prejudice to the owner in enforcing any provisions of the contract.

### **00200.22 Disposal of Excavated Material (Revised: April, 1993)**

The contractor will be required to dispose of all excavated material including but not limited to pavement, dirt, bricks, concrete, pipe, ties, rails, etc. Disposal shall be in accordance with the local laws, ordinances or rules of the governmental body having jurisdiction of the area where disposal is made.

**SECTION 01000**

**GENERAL**

**SPECIFICATIONS**

## **01000 - General Specifications**

### **01000.01 General Project Scope:**

The Contractor will furnish all labor and equipment necessary to remove asbestos containing debris in accordance with 12 NYCRR Part 56 (Code Rule 56) OSHA 29 CFR 1926.58 and USEPA 40 CFR Part 61, Subpart M (NESHAPS). The Contractor will furnish all labor and equipment necessary to demolish, remove demolition debris and perform site restoration.

Disposal of asbestos waste must be in accordance with 6 NYCRR part 360 regulations at a landfill or other disposal facility permitted to take asbestos waste.

Foundation of structures to be demolished shall be removed 2 feet below grade and basements will be backfilled using clean fill from an existing off-site material borrow source. Slabs, walkways, driveways, concrete stair footings and similar appurtenances will be removed. Ground disturbances will be limited to the immediate area of the demolished structure. Construction equipment will be operated within the existing driveways and the perimeters of structures to limit ground disturbance.

The site fill will be obtained from a permitted commercial supplier. For non-commercial backfill material, sieve analysis and material description must be submitted to the City for approval.

### **01000.02 Pre-Construction Meeting:**

Prior to the start of construction by the successful bidder, a general information meeting shall be held with the City and the Contractor. The meeting shall cover the general features of the project and any special requirements.

### **01000.03 Samples, Tests and Cited Specifications:**

All materials and products proposed to be used in construction shall be inspected, sampled and tested as required by the specifications.

The selection of bureaus, laboratories and agencies for the inspection and tests of supplies, materials and equipment shall be subject to the approval of the engineer. Satisfactory documentary inspection and tests shall be furnished to the engineer by the contractor prior to the incorporation of the material in the work.

## **01000 - General Specifications**

Unless otherwise directed, no materials shall be used until accepted by the City Engineer, and such material shall be used only so long as the quality remains equal to that of the accepted sample. This initial acceptance of a material shall in no way preclude further examination and testing of a material at any time the engineer suspects that the material is no longer properly represented by the accepted sample. The acceptance at any time of any materials shall not bar its further rejection if it is subsequently found to be defective in quality or uniformity.

Unless otherwise designated, when a reference is made in these specifications to a specification or test designation either to the ASTM, Federal specifications, or any other recognized non-proprietary national organization, it shall mean the specification or test method which is current on the date of advertisement for bids.

Any material which is rejected because of failure to meet the required tests or that has been damaged so as to cause rejection, shall be immediately removed from the site of the work.

Materials shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials, even though accepted before storage shall be inspected prior to their use in the work and shall meet the requirements of the contract at the time of their use.

The expense of all required inspection, sampling, testing and qualification of plants and manufacturers or fabricators, shall be borne by the contractor and shall be included in the unit price or lump sum price for that item.

## **01000 - General Specifications**

### **01000.04 Intent of Specifications:**

The intent of the specifications is to provide for the work herein outlined to be complete in every detail for the purpose designated and the contractor hereby agrees to furnish everything necessary for such construction, notwithstanding any omission in the drawings or specifications.

The contractor shall make requisite excavations or embankments; do all clearing, ditching, diking, pumping, bailing, and draining, lay all underdrains; place all sheeting, shoring, bracing, and supporting; to do all fencing, lighting, watching; make all provisions necessary to maintain and protect buildings, water pipes, gas pipes, sewers, drains, conduits, culverts, fences, walls, poles, trees, earth banks and slopes, sidewalks, railways and other structures, except as hereinafter provided; repair all damage done to such structures, banks or slopes, provide all bridges, fences, or other means for maintaining travel on intercepted streets and on streets in which the work is carried on; construct all foundations, all concrete, brick, stone and timber work; set in place all iron and steel work and reinforcements; drive all piles; lay all pipe sewers and drains; make all connections with or between, and alterations of existing sewers and structures; refill all trenches and excavations and resurface and repave all streets; construct all buildings and structures; furnish and install all equipment; clean away all rubbish and surplus materials; and to furnish all materials (except those herein specially mentioned as furnished by the owner), tools, implements, and labor required to build and put in complete working order the work contemplated in this contract.

The mention of any specific duty or liability of the contractor in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the contractor by the specifications, said reference to any specific duty or liability being merely for purposes of explanation.

He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and in strict accordance with contract documents.

All materials and workmanship shall be in every respect in accordance with the best modern practice. Whenever the contract drawings, specifications, or directions of the engineer admit of a reasonable doubt about what is permissible, and when they fail to state the quality of any work, the interpretation which required the best quality of work is to be followed.

## **01000 - General Specifications**

### **01000.07 - Accident Prevention:**

Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with safety provisions of the manual of accident prevention in construction, published by Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

The contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when men are employed on the work.

### **01000.08 Cleaning Structures and Site:**

As the work progresses, all rubbish, refuse, unused materials and tools shall be removed from the site, and the site left in a neat and orderly condition. Whenever the clearing of rubbish from, or the repairing of streets, roadways, passageways or areas, or the repairing of fences or damages is neglected, the engineer will give notice to that effect to the contractor, and if such rubbish is not removed or if said repairing is not done within five days thereafter, or if the contractor does not at once take the necessary precaution to insure the safety of travel, the owner may employ other parties to do such work and the expense thereby incurred shall be deducted from any moneys due or that may become due to the Contractor.

On completion of the contract, all pipe lines, buildings and other structures shall be left clean and free from obstructions. All rubbish, refuse, unused materials, and contractor's equipment and tools shall be removed and the site shall be left in a neat and orderly condition for use. All equipment shall be cleaned and left in a bright clean and polished and new appearing condition.

### **01000.09 Inspections of Work:**

Inspection services, performed by the engineer pursuant to this contract whether of material or work, and whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of the work with the contract plans and specifications.

Nothing contained herein shall create, or be deemed to create: (1) Any duty upon the engineer to supervise the construction procedures and safety procedures followed by any contractor or subcontractor or their respective employees or by any other persons at the job site,

or: (2) Any liability whatsoever by the engineer to any employees or any contractor or subcontractor or to any other person.

## **01000 - General Specifications**

### **01000.10 Noise Control:**

All construction equipment presenting a potential noise nuisance shall be provided with noise muffling devices. In addition, work shall be restricted to normal working hours: (7 am-8 pm).

### **01000.12 Quality:**

All equipment and materials furnished under the contract shall be manufactured within North America. All items of equipment and materials of like type, furnished under one contract shall be the product of one manufacturer, unless otherwise specified.

All materials furnished or incorporated in the work shall be new, unused, of the best quality, especially adapted for the service required and whenever the characteristics of any material are not particularly specified, such material shall be used as is customary in first class work of a nature for which the material is employed.

All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and tests by the engineer and other representatives of the owner, at any and all places where such manufacture or construction are carried on.

If at any time before final acceptance of the entire work, the engineer considers necessary or advisable an examination of any portion of the work already completed by removing or tearing out the same, the contractor shall, upon requires, furnish promptly all necessary facilities, labor, and materials.

If such work is found to be defective in any material respect, due to fault of the contractor or any subcontractor, or of any of his subcontractors, or if any work shall be covered over without the approval or consent of the engineer (whether or not defective), the contractor shall be liable for the expenses of such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given and such work is found to meet the requirements of the contract, the contractor shall be recompensed for the expenses of such examination and reconstruction in the manner herein provided for the payment of costs of extra work.

Rejected work or material shall be removed from the site.

The selection of bureaus, laboratories, and agencies for the inspection and tests of supplies, materials, or equipment shall be subject to the approval of the engineer. Satisfactory documentary evidence that the material has passed the required inspection and tests, must be furnished to the engineer by the contractor prior to the incorporation of the material in the work.



## **01000 - General Specifications**

### **01000.13 Equivalent Products:**

Whenever definite reference is made in these specifications, or on the plans, to any particular brand name for an item of equipment or material, it is to be understood that any equivalent product complying with the requirements of the plans and specifications, as determined by the engineer, will be acceptable.

### **01000.14 Experience Clause:**

All equipment shall be furnished by manufacturers who shall have at least ten (10) years experience in the design, production, assembly, and field service of the equipment of like type, size, and capacity.

It is the intent of these specifications to procure the best equipment and services which are available for the intended duty.

## **SECTION - 31 00 00**

### **DEBRIS REMOVAL AND DISPOSAL**

#### **PART 1 - GENERAL**

##### **1.1 GENERAL REQUIREMENTS**

- A. General: Perform building demolition debris disposal in accordance with the Contract Documents, New York State Building Code, NYSDOL ICR-56-11.5 and City ordinance.

##### **1.2 WORK INCLUDED**

- A. The work covered by these specifications shall consist of furnishing labor, materials, tools, machines, equipment, testing, and notifications and associated fees necessary for the removal of the asbestos containing materials specified herein. Additionally, work required by these specifications includes transportation off-site of the removed ACM to an approved disposal facility.
- B. Work of this Section includes all labor, materials, equipment, and services necessary to remove and dispose debris from the site.
  - 2. Legal disposing off the site, of demolished materials
  - 3. Protection of utilities, pavements, and adjacent existing foundations
  - 4. Other labor and materials as may be reasonably inferred to be required to make the work under this Section complete.
  - 5. All submittals and/or variances must be prepared, submitted, and approved prior to commencement of work.

##### **1.3 REFERENCES**

All work and materials under this section shall conform to the latest revision of the following standard specifications;

- A. Latest version of the Occupational Safety and Health Administration (OSHA) Regulations:
  - 2. Title 29, Code of Federal Regulations, Part 1910 – Occupational Health And Safety Standards
  - 3. Title 29, Code of Federal Regulations, Part 1926 – Safety and Health Regulations for Construction.
  - 4. Title 29, Code of Federal Regulations (CFR), Subpart P, “Excavations”
  - 5. NYS Code Rule 56
  - 6. City of Oneida – Local ordinance
- B. Latest version of the American Society for Testing and Materials (ASTM) Standards:
  - 2) ASTM D 422 Standard Test Method for Particle Size Analysis of Soils (sieve only).
  - 3) ASTM D 1557 Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.

- 4) ASTM D 2216 Test Method for Laboratory Determination of Water (Moisture) Content of Rock and Soil.
  - 5) ASTM D 2487 Test Method for Classification of Soils for Engineering Purposes.
  - 6) ASTM D 4318 Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- C. All work shall comply with the requirements of the New York State Building Code, and the requirements and regulations of any other Federal, State, or Local ordinances having jurisdiction.

#### 1.4 DEFINITIONS

- A. Wherever the word "excavating", "excavate", "excavation", "carried down", "remove", etc., are used, they shall be taken to include the removal of all existing work, including brick work, rubble work, former foundation remnants rubbish, earth, as well as rock, boulders, steel grillages and concrete and all other materials and obstructions encountered; Excavation is considered unclassified.

#### 1.5 REQUIREMENTS

- A. Contractors must be licensed as required by the New York State Department of Labor (NYSDOL) for the purpose of repairs, removal, encapsulation, enclosure, demolition, and maintenance of structures or components covered by or composed of asbestos containing materials (ACM) in accordance with the provisions of Article 30 of the Labor Law of New York State and in accordance with NYCRR ICR-56 and any approved NYSDOL Site Specific Variance. The Contractor's abatement workers must be trained in accordance with Article 30 of the Labor Law of New York State, NYCRR ICR-56, 40 CFR Part 763, 29 CFR Part 1926.1101 and 29 CFR Part 1910.1200.
- B. The Contractor, by careful examination, shall inform himself as to the nature and location of the work; the conformation of the ground, the nature of the subsurface conditions; the character, quality and quantity of the materials to be encountered; the character of the equipment and facilities needed preliminary to and during the execution of the work; the conditions of adjacent structures and utilities and all other matters which can in any way effect the work.
- C. The Contractor shall be held to have visited the site and to have familiarized himself with the existing conditions of adjoining utilities and structures.
- D. The Contractor shall make his own deductions of the subsurface conditions which may affect the methods or cost of construction of the work hereunder, and he agrees that he will make no claims for damages or compensations, except as are provided under the agreement, should he find conditions during the progress of the work different from those as calculated and/or anticipated by him. Exploratory operations may be performed by Contractor, at the Contractor's option and following the City's approval. No change in the Contract Sum will be authorized for such additional exploration undertaken by the Contractor.
- E. The Contractor shall investigate the conditions of public thoroughfares and roads as to availability, clearances, loads, limits, restrictions, and other limitations affecting transportation to, ingress and egress of the site of the work. The Contractor shall conform to all local, New York State, and Federal regulations concerning the transportation of materials to and from and at the job site and shall secure in advance such permits as may be required.

#### 1.6 SUBMITTALS

A. INFORMATIONAL SUBMITTALS

2. Submit satisfactory proof to the City Engineer that the Contractor is in accordance to the requirements specified in section 31 00 00, item 1.5 A.

B. SUBMISSIONS PRIOR TO THE COMMENCEMENT OF WORK

1. Submit proof satisfactory to the City Engineer that required permits, site location and arrangements for transport and disposal of asbestos containing waste materials have been made. Submit name of the disposal facility where asbestos is to be disposed of along with copy of the facility's operating permit indicating they are permitted to accept asbestos waste.
2. Submit documentation satisfactory to the City Engineer that the Contractor's employees, including foreman, supervisors and any other company personnel or agents who may be exposed to airborne asbestos fibers or who may be responsible for any aspects of abatement activities, have received adequate training, in accordance with 29 CFR Part 1926.1101 and 12NYCRR Part 56. Example information includes:
  - a) Submit the name, address and telephone number of the company or person that conducted the training.
  - b) Submit a copy of a valid contractor's training certificates and asbestos handling license pursuant to Subpart 56, Part 56, 12 NYCRR.
  - c) Submit a copy of each employee's training certificates and asbestos handling certificate, pursuant to Subpart 56, Part 56, 12NYCRR.
  - d) Submit a copy of the supervisor's appropriate training certificates and asbestos handling certificate pursuant to Subpart 56, Part 56, 12 NYCRR.
  - e) Submit certificates signed by each employee that the employee has received training in the proper handling of materials that contain asbestos; understands the health implications and risks involved, including the illness possible from exposure to airborne asbestos fibers; understands the use and limits of the respiratory equipment to be used; and understands the results of monitoring of airborne quantities of asbestos as related to health and respiratory equipment.
3. Submit a copy of required Asbestos Project Notification notices to the City Engineer prior to submission to agencies and final copy submitted to agencies.
4. Submit the name of the transporter that will be transporting the asbestos containing wastes and submit a copy of 6 NYCRR Part 364 transporter permit.

1.7 NOTICES AND PERMITS

- A. The Contractor shall provide notification of intent to work on ACM and distribute it as indicated below.
1. At least 10 days prior to beginning work on the asbestos containing materials, send written notification to the Environmental Protection Agency, National Emissions Standards for Hazardous Air Pollutants (NESHAPS) Coordinator, Air Facilities Branch, 26 Federal Plaza, New York, NY 10007, in accordance with 40 CFR 61.22 (d)(2).
  2. At least 10 days prior to beginning work on the asbestos containing materials, send written notification to the New York State Department of Labor, Division of Safety and Health, Asbestos Control Program, State Office Building Campus, Albany, NY 12240.

3. Prior to beginning work on the ACM, conduct notifications required by 12 NYCRR Part 56.
  4. Submit copies of notices to the City Engineer.
- B. The notifications shall include the following information at a minimum:
1. Name and address of property owner.
  2. Name and address of removal contractor.
  3. Address and description of the building, including its size and age, amount in cubic feet of friable asbestos material to be removed, and the nature of contract work.
  4. Scheduled starting and completion dates for removal.
  5. Procedures that will be employed to comply with EPA regulations.
  6. The name and address of the waste disposal site where asbestos wastes will be deposited.
- C. Contractor shall possess or obtain an annual "industrial waste hauler permit" specifically for asbestos-containing materials, pursuant to 6 NYCRR 364 for transporting of waste asbestos-containing materials to a disposal site or hire a transporter who has the required permits. Asbestos-containing waste materials to be transported shall be packaged in accordance with Environmental Protection Agency and NYS and US Department of Transportation requirements and as specified herein
- D. Consult with the local fire/rescue department in the preparation of the Emergency Procedures Plan for fire and medical emergencies. Notify the local fire/rescue department seven (7) days prior to the start of asbestos removal work. Notification shall also be made when the asbestos removal work is complete. Submit copies of notices to the City Engineer.
- E. The contractor must display a valid NYS asbestos handling license pursuant to 12 NYCRR Part 56.
- F. 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 the required certificates pursuant to 12 NYCRR Part 56.

## 1.8 MEDICAL REQUIREMENTS

- A. Before exposure to airborne asbestos fibers, provide workers with a comprehensive medical examination as required by 29CPR 1910.100I, and 29 CFR 1926.110I. This examination is not required if adequate records show the employee has been examined as required by 29 CFR 1926.1101 within the past year. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos fibers and within 30 calendar days before or after the termination of employment in such occupations. Specifically identify x-ray films of asbestos workers to the consulting radiologist and mark medical record jackets with the word "ASBESTOS."
- B. As required by 29 CFR 1926.1101 maintain complete and accurate records of employees' medical examinations for a period of 30 years after termination of employment and make records of the required medical examinations available for inspection and copying to: The Assistant Secretary of Labor for Occupational Safety and Health, the Director of the National Institute for Occupational Safety and Health (NIOSH), authorized representatives of either of them and an employees' physician upon the request of the employee or former employee .

- C. Removal Contractor shall furnish the Owner evidence of his firm's medical surveillance program required under 29 CFR 1926.1101.

#### 1.9 TRAINING

- A. Within three months prior to assignment to asbestos work, instruct each employee, under the direction of an Industrial Hygienist (IH) with regard to the hazards of asbestos, safety and health precautions and the use and requirements of protective clothing and equipment. Fully cover engineering and other hazard control techniques and procedures.
- B. Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134, and 29 CFR 1926.1101.
- C. Provide respirator training and fit-testing under IH direction. Removal Contractor shall submit to the Owner proof of respirator-training and fit-testing and a description of his firm's respiratory program required under 29 CFR 1926.1101.

#### 1.10 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. Store materials subject to deterioration or damage away from wet or damp surfaces and under cover. Protect materials from unintended contamination.
- C. Remove damaged or deteriorated materials from the job site. Materials contaminated with asbestos shall be disposed of as asbestos debris as herein specified.

#### 1.11 TEMPORARY UTILITIES

- A. Provide temporary electric service With Ground fault Circuit Interrupters (GFCI) for all electric requirements within the asbestos work area. Provide temporary wiring and "weatherproof" receptacles in sufficient quantity and location to serve all, HEPA vacuum equipment, negative air pressure equipment, tools and air monitoring equipment. The temporary power installation shall conform with the National Electrical Code and all local and state requirements.
- B. Provide temporary lighting with "weatherproof" fixtures for all work areas including decontamination chambers.
- C. All temporary devices and wiring used in the work area shall be capable of decontamination procedures including HEPA vacuuming and wet wiping.
- D. The Contractor will be responsible for providing his own source of temporary valved hot and cold water.

#### 1.12 PROTECTION

- A. Protection of Adjacent Buildings, Utilities and Pavements
  - 1. Prior to commencement of any work, consult the records for existing utilities, and note all conditions and limitations, which might affect the work required under this section.

2. The Contractor shall become acquainted with the existence and location of all surface and subsurface structures and utilities within the project area. Contractor shall not damage any of those that are to remain and shall leave them accessible.
3. The work shall be executed so that no damage or injury will occur to existing public and adjoining or adjacent structures, streets, paving, sewers, gas, water, electric or any other pipes. Should any damage or injury caused by the contractor, or anyone in Contractor's employ, or by the work under this Contract occur, the Contractor shall, at his own expense, make good such damage and assume all responsibility for such injury.
4. Provide barricades and warning lights, barriers, etc, to prevent accidents, to avoid all necessary hazards and protect the public, the work, and property at all times, including Saturdays, Sundays, and holidays in accordance ICR-56-11.5.
5. The above shall also include the protection of all existing utilities (including sewers, stare lines, electrical lines and telecommunication lines) to remain in use within and adjacent to the area affected by the work of this project.
6. Monuments, bench marks and other reference features on streets bounding this project, shall be protected. Should these be disturbed in any manner, the Contractor shall have them replaced at own expense.
7. Excavation work shall be restricted to hours indicated in the Contract Documents.
8. The contractor shall replace or restore all pavement, sidewalk, curb, driveway, shrubs, lawns, fences, and any other property either public or private which is damaged as a result of the work of this contract. All such replacement must be made to the satisfaction of the City Engineer and no extra payment shall be made for such work.

#### 1.13 DESIGN OF TEMPORARY WORK (IF REQUIRED)

- A. Temporary work shall be designed by the Contractor's Professional Engineer registered in the state of New York and installed so that the permanent work can be conveniently erected.
- B. Temporary work shall be maintained and kept in good condition.
- C. Temporary work shall be changed, shifted, rebuilt, etc., as needed to suit the conditions of the permanent work.
- D. Temporary work includes sheeting and shoring for excavation.

## PART 2 PRODUCTS

### 2.1 RESPIRATORS

- 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 fit-tested to personnel by an Industrial Hygienist. Fit-tested respirators shall be permanently marked to identify the individual fitted, and use shall be limited to that individual.
- C. The Contractor shall supply appropriate respirator protection as specified in Table 1 of Paragraph (h)(2)(iii) of 29 CFR Part 1926.1101; and shall ensure that the employees use the respirator needed.
- D. No respirators shall be issued to personnel without such personnel participating in a respirator training program.
- E. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.110 1.
- F. Storage area for respirators shall be provided by the contractor on the clean room side of any established decontamination chamber 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 shall be changed at a minimum of once per day, or as necessary.
- I. Respirator filters shall be stored at the project site in the change room of each work area and must be protected from asbestos exposure prior to use.
- J. The Contractor shall provide a full-face supplied air respirator operated in the pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus for all employees within the regulated area where Class 1 work defined in 29 CFR Part 1926.1101 is being performed for which a negative exposure assessment has not been produced. Class 1 work is activities involving the removal of thermal system insulation and surfacing asbestos containing material.

### 2.2 PROTECTIVE CLOTHING

- A. Provide personnel exposed to airborne concentrations of asbestos fibers with fire retarding disposable protective whole body clothing, head coverings, gloves and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber for comfort, but shall not be used alone. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape, or provide disposable coverings with elastic wrists or tops.
  - 1. Provide sufficient quantities of protective clothing to each individual performing abatement work.



B. AUTHORIZED VISITORS

1. The Owner, any representative of the Owner, any party contracting for services on an asbestos project, insurance appraisers or inspectors, utility company representatives, or any regulatory or other agency having jurisdiction over the project shall be considered an authorized visitor.
2. Authorized visitors shall be required to wear suitable protective clothing, headgear, eye protection and footwear whenever they are required to enter the work area.

2.3 SIGNS AND LABELS

- A. Provide danger signs and barrier tapes at all approaches to asbestos control work areas. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area. Provide asbestos danger labels affixed to all asbestos materials, scrap, waste, debris and other products contaminated with asbestos.

1. Provide danger signs in vertical format conforming to 29 CFR 1926.1101 (k)(l), minimum 20 inches x 14 inches displaying the following legend in the lower panel:

"DANGER – ASBESTOS

CANCER AND LUNG DISEASE HAZARD.  
AUTHORIZED PERSONNEL ONLY.  
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA"

2. Provide pressure-sensitive 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"

3. Provide the following pressure-sensitive 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:

For white asbestos (Chrysotile, Actinolite, Anthophyllite, Tremolite):

"RQ HAZARDOUS SUBSTANCE  
WHITE ASBESTOS  
CLASS 9 UN2590"

For blue asbestos (Crocidolite) or brown asbestos (Amosite):

"RQ HAZARDOUS SUBSTANCE"  
BLUE ASBESTOS OR BROWN ASBESTOS  
CLASS 9 UN2212

Provide a pressure-sensitive label, of sufficient size to be clearly legible, stating the name of the waste generator and the location at which the waste was generated, for display on all waste containers to be transported off-site, pursuant to 40 CFR Part 61.1.50.

4. Provide 3-inch wide yellow barrier tape printed with black lettered "DANGER ASBESTOS REMOVAL." Locate barrier tape across all corridors, entrances and access routes to asbestos work area. Install tape 3 to 4 feet above finished floor.

5. Provide log-in sign at entrance to clean room. ALL PERSONS ENTERING WORK AREAS ARE REQUIRED TO SIGN IN.

#### 2.4 LOG BOOK AND PROJECT RECORDKEEPING

- A. Provide a permanently bound log book. Log book shall contain on title page the project name, name, address and phone number of Owner; name, address and phone number of Engineer; name, address and phone number of Abatement Removal Contractor; name, address and phone number of Contractor's Industrial Hygienist; emergency numbers including, but not limited to local Fire/Rescue department. Log book shall contain a list of personnel approved by the Industrial Hygienist for entry into the Work area and shall contain copies of all MSDS sheets.
- B. All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted.
- C. Project recordkeeping will comply, at a minimum, with the requirements of 12NYCRR ICR-56.

#### 2.5 CHEMICAL PENETRANT (AMENDED WATER)

- A. Wet all asbestos-containing materials prior to removal with chemical penetrant mixed and applied in accordance with manufacturer's printed instructions.
- B. Approved Manufacturer
  1. Arpin Products Co., Inc.
  2. Aquatrols Corp., Aqua-Gro Asbestos Wet
  3. Aramsco Co.
  4. Or an approved equal.

#### 2.6 DISPOSAL BAGS, DRUMS, AND STORAGE BAGS

- A. Provide clear or yellow 6 mil linear polyethylene disposal bags printed with asbestos caution labels. Bags shall be sized to fit within sealable drums for transport to an approved disposal site.

#### 2.7 HEPA VACUUM EQUIPMENT

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

#### 2.8 2.9 POWER TOOLS

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

## 2.9 STRUCTURAL FILL

- A. Structural Fill: Well-graded sand and gravel, free of deleterious materials, organic material, cinders, frozen material, trash, masonry or rubble and free of stones having a dimension greater than 4 inches. Of the material less than  $\frac{3}{4}$  inch diameter, percent by dry weight passing the No. 100 sieve shall be 40% or less and the percent by dry weight passing the No. 200 sieve shall be 12 % or less.
- B. Crushed Stone: Crushed Stone shall consist of AASHTO No. 57 or approved equal, processed sand and gravel free of debris, clay lumps, organic, or other deleterious material. Recycled Concrete Aggregate (RCA) shall not be permitted. Material shall comply with the following gradation requirements:

<u>Size</u>	<u>Percent Passing</u>
1 $\frac{1}{2}$ -inch	100
1-inch	95-100
$\frac{1}{2}$ -inch	25-60
No. 4	0-10
No. 8	0-5

## PART 3 EXECUTION

### 3.1 GENERAL REQUIREMENTS

- A. Perform asbestos related work in accordance with 12 NYCRR Part 56(amended January, 2006), CFR 61, 29 CFR Part 1910.1001, 29 CFR 1926, the procedures and conditions of the NYSDOL Site-Specific Variances (Appendix A), and as specified herein. Where more stringent requirements are specified, the Contractor will adhere to the more stringent requirements.
- B. Should the area beyond the asbestos work area(s) become contaminated with asbestos containing dust or debris as a consequence of the work, immediately institute emergency procedures. Contaminated non-work areas shall be isolated and decontaminated in accordance with procedures established for asbestos removal. All costs incurred in decontaminating such non-work areas and the contents thereof shall be borne by the Contractor, at no additional cost to the Owner.
- C. Medical approval and certificates of training shall be on file prior to admittance of any individual to the asbestos control work area. Individuals approved for entry into the work area shall be listed in the log book and sign in prior to entry.
- D. Prior to start of asbestos abatement work, shut down and lock out the electrical service to the work area. Provide temporary electric as specified herein.
- E. Perform all asbestos removal work using wet removal procedures. Mix and apply chemical penetrant in accordance with manufacturer's written instructions. Dry removal procedures are not permitted. Mix surfactant amended water in accordance with manufacturer's instructions for all water used in wet-wiping clean-up operations.
- F. Work procedures pertaining to work area entrance and exit procedures, personal decontamination enclosure systems, work area preparation, negative air pressure systems, handling and removal procedures, waste decontamination enclosure systems, equipment and waste container decontamination, removal procedures and post abatement clean-up procedures delineated in Section 3.4 to 3.11 may be superseded by work procedures required by NYSDOL Applicable Variances.

### 3.2 CODES, PERMITS AND REGULATIONS

- A. Comply with all applicable laws, rules, ordinances and regulations of the Federal Government, New York State, and local jurisdictions.
- B. Obtain and pay for all permits and licenses required to execute and complete the work.
- C. In case of conflict between regulations and specifications, the Contractor shall comply with the most stringent applicable codes, regulations or specifications.
- D. Contractor shall comply with all applicable state and local regulations for legal disposal of contaminated soils encountered during excavation.

### 3.3 WORK AREA ENTRANCE AND EXIT PROCEDURES

- A. The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air monitoring results have been achieved as determined by City's representative:
  - 1. All persons shall enter and exit the work area through the personal decontamination enclosure system. All persons who enter the work area or an enclosure shall sign the entry/exit log, located in the clean room, upon every entry and exit.
  - 2. All persons, before entering the work area, or an enclosure shall read and be familiar with all posted regulations, personal protection requirements including work area entry and exit procedures, and emergency procedures. The entry/exit log headings shall indicate, and the signatures shall be used to acknowledge that these have been reviewed and understood by all persons prior to entry.

### 3.4 PERSONAL DECONTAMINATION ENCLOSURE SYSTEM

- A. Enclosure - Personal decontamination enclosure systems shall be provided outside and attached to all locations where persons will enter or exit the work area (except where remote Personal decontamination enclosure systems are allowed). Such systems may consist of existing rooms outside of the work area, if the layout is appropriate, that can be enclosed in plastic sheeting and are accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood or plastic support. When this area is located outside the structure, and exposed to the weather, the enclosure shall be constructed in accordance with this section and made weather tight.

### 3.5 WORK AREA PREPARATION

- A. The work area shall be vacated by the occupants prior to work area preparation and until satisfactory clearance air monitoring results have been achieved. Personal protection shall be worn and proper decontamination procedures shall be followed during the work area preparation.
- B. Caution signs shall be posted at all locations and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted that permit a person to read the sign and take the necessary protective measures to avoid exposure. Caution signs shall include the following information: "DANGER, ASBESTOS, CANCER AND LUNG DISEASE HAZARD, AUTHORIZED PERSONNEL ONLY, RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA".
- C. Electric Power - Shutdown and lockout electric power to all work areas. The Contractor shall provide temporary power and lighting and ensure safe installation of temporary power sources and equipment used where high humidity and/or water shall be sprayed in accordance with all applicable codes. All power to work areas shall be brought in from outside the area through a ground-fault circuit interrupter at the source.
- D. The personal decontamination enclosure system shall be installed or constructed prior to preparatory work in the work area and in particular before the disturbance of asbestos material. The waste decontamination enclosure system shall be installed or constructed prior to commencement of abatement activities.
- E. Movable objects within the work area shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning, removed prior to asbestos abatement or covered with two layers of at least 6 mil fire retardant polyethylene sheeting and sealed with tape. Fixed objects within the work area shall be covered with two layers of at least 6 mil fire retardant polyethylene sheeting and sealed with tape.
- F. Isolation Barriers - General: Isolation barriers shall be constructed that seal off all openings including but not limited to windows, corridors, doorways, skylights, ducts, grills, diffusers, and other penetrations of the work area during removal of asbestos materials, unless specified otherwise. The isolation barriers shall be constructed using two layers of at least six mil fire retardant plastic sheeting sealed with tape. Also, all seams in system components that pass through the work area shall be sealed. Doorways and corridors which shall not be used for passage during work shall also be sealed. Isolation barriers shall remain in place until acceptable clearance air monitoring results have been obtained as reviewed and approved by the City's representative.
  - 1. Isolation Barriers - Specific: Separation of the work area from the remainder of the work site by construction of isolation barriers shall be performed unless specified otherwise.
  - 2. Wall Construction: Walls shall be constructed of wood or metal framing to support barriers in all openings larger than 32 square feet, except where any one dimension is 1 foot or less.

3. Sheathing Thickness - A sheathing material of at least 3/8-inch thickness shall be applied to the work side of the barrier.
  4. Sealing of Partitions - Edges of the partition shall be caulked at the floor, ceiling, walls, and fixtures to form an airtight seal, where applicable.
  5. Plastic Sheeting - The work area side of the partition shall be covered with a double layer of at least 6 mil (opaque) fire retardant plastic sheeting with staggered joints and sealed.
  6. Plasticizing/Sealing - All floor, wall and ceiling surfaces shall be covered with a minimum of two layers of at least 6 mil fire retardant plastic sheeting. The floor shall be plasticized first and its plastic sheeting shall extend up the walls a distance of at least 12 inches on all sides. The walls shall be plasticized by applying plastic sheeting from ceiling to floor, thus overlapping the floor sheeting by at least 12 inches. This process shall be repeated for the second layer of plastic sheeting for the floor and walls. All seams within a layer shall be separated by a distance of at least 6 feet and sealed airtight. All seams between layers shall be staggered.
- G. After isolation barriers are in place, objects such as light fixtures, electrical track, alarm systems, ventilation equipment and other items not previously sealed, shall be removed and HEPA vacuumed. Localized HEPA filtered vacuum equipment shall be used during fixture removal to reduce asbestos dispersal.
- H. Isolation barriers shall remain in place until acceptable clearance air monitoring results have been obtained as reviewed and approved by the Engineer/Architect.
- I. Exits - Emergency and fire exits from the work area shall be maintained or alternate exits shall be established according to all applicable codes. Emergency procedures shall have priority. Emergency exits shall be clearly marked inside the containment and shall remain unlocked during working activities.

### 3.6 NEGATIVE AIR PRESSURE SYSTEM

- A. Negative air pressure equipment shall be utilized within all the work areas as required by the referenced regulations and NYSDOL Variances.
- B. The negative air pressure equipment shall operate continuously, 24 hours per day, from the start of the abatement work through the cleanup operations and clearance air monitoring.
- C. A negative air pressure, relative to areas outside of the enclosure, shall be maintained at all times in the work area during the asbestos abatement work to ensure that contaminated air in the work area does not escape into an uncontaminated area.
- D. If more than one primary ventilation unit is installed, the units shall be turned on one at a time and the integrity of wall barriers, for secure attachment or the need for additional reinforcement, shall be checked. Units connected in series shall be considered a single unit for this test. A minimum of one additional unit, having a capacity at least equal to that of the primary unit, shall be installed as a backup to be used during primary unit filter changing and upon primary unit failure.
- E. On electric power failure, abatement shall stop immediately and shall not resume until power is restored and exhaust units are operating fully. On extended power failure, longer than one hour, the decontamination facilities, after the evacuation of all persons from the work area, shall be sealed airtight, until notified by the Owner's Representative and/or the Department of Labor, OSHA, or EPA. The Contractor shall be responsible for providing emergency power in the event of a power failure in areas of work where the public may be exposed.

- F. Negative pressure ventilation equipment shall be installed and operated to provide at least four air changes in the work area every hour during removal and cleaning and two air changes every hour during clearance testing.
- G. Openings made in the enclosure system to accommodate these units shall be made airtight with tape and/or caulking. Where possible, only the intake and the filter access panel shall remain within the work area to permit filter changing, while minimizing equipment contamination and the likelihood of contamination of non-work areas.
- H. Negative pressure ventilation units shall be exhausted to the outside of the building or structure and away from occupied area. Proper installation, air monitoring and daily inspections shall be conducted to ensure that the ducts do not release asbestos into uncontaminated area. Fans, ducts, and joints shall comply with the following:
  - 1. Ducts - Ducts, of at least equivalent shape and dimension as that of the negative pressure ventilation exhaust, shall be used to exhaust to the outside of the building or structure.
  - 2. Airtight System - All fans, ducts and joints shall be sealed, braced and supported to maintain an airtight system.
  - 3. Exhaust Location - At no time shall the negative pressure ventilation unit exhaust within 50 feet of a receptor or adversely affect the air intake of the building/structure or other buildings/structures.
- I. A manometer shall be utilized during the abatement of any OSHA Class I Materials (TSI and Surfacing Materials). A minimum of -0.02 column inches of water pressure differential. Relative to outside the work area, shall be maintained within the work area. Once installed and operational, (upon establishment of negative pressure) the Contractor shall document the manometer readings daily, twice per shift, and enter these readings into the Project Record.

### 3.7 HANDLING AND REMOVAL PROCEDURES

- A. Removal of asbestos containing materials in the building shall be performed in accordance with all applicable federal, state and local regulatory requirements, the proposed procedures and conditions of any NYSDOL Applicable Variances.
- B. A waste decontamination enclosure system meeting the requirements of 12 NYCRR ICR 56 shall be utilized. Upon completion of removal and cleaning, all surfaces shall be encapsulated.
- C. All work area preparation procedures including pre-cleaning shall be performed for all asbestos abatement work.
- D. The asbestos-containing material shall be wetted frequently with amended water. Sufficient time shall be allowed for penetration to occur prior to abatement activities. All friable material shall be saturated prior to removal activities.
- E. Asbestos material on detachment from the substrate shall be directly bagged into at least 6 mil plastic bags that are labeled as follows: "DANGER CONTAINS ASBESTOS FIBERS AVOID CREATING DUST CANCER AND LUNG DISEASE HAZARD"
- F. After completion of all stripping work, surfaces from which asbestos material has been removed shall be HEPA vacuumed and/or wet cleaned. Clean up shall proceed as described in Paragraph 3.09 of this section.
- G. All plastic sheeting, tape, cleaning material, clothing, and all other disposable material or items used in the work area shall be packed into sealable plastic bags (6 mil minimum) with danger labels.

### 3.8 WASTE DECONTAMINATION ENCLOSURE SYSTEM

- A. A waste decontamination enclosure system shall be utilized that consists of a washroom/clean room and a holding area. The washroom/cleanup room shall be constructed with an airlock doorway to the work area and another airlock doorway to the holding area. The holding area shall be constructed with an airlock doorway to the washroom/cleanup room and another lockable door to the outside.
- B. Where there is only one egress from the work area, the holding area of the waste decontamination enclosure system may branch off from the equipment decontamination room, which doubles as a waste washroom, of the personal decontamination enclosure.
- C. The washroom shall be equipped with a drain installed to collect water and deliver it to the shower drain where it shall be filtered in accordance with paragraph 3.5.D of this section. Waste shall be transferred only during times when showers are not in use.

### 3.9 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION AND REMOVAL PROCEDURES

- A. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning (with a damp cloth) and/or HEPA vacuuming in work area before moving such items into the waste decontamination enclosure system airlock by persons assigned to this duty. These work area persons shall not enter the airlock.
- B. Once in the waste decontamination enclosure system, external surfaces of contaminated containers and equipment shall be cleaned a second time by wet cleaning with a damp cloth.
- C. The cleaned containers of asbestos material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated 6 mil (minimum) plastic bags or sheeting as the item's physical characteristics demand, and sealed airtight.
- D. The clean recontainerized items shall be moved into the airlock that leads to the holding area. The washroom persons shall not enter this airlock or this work area until waste removal is finished for that period.
- E. Containers and equipment shall be moved from the airlock and into the holding area by person dressed in clean personal protective equipment, who have entered from uncontaminated areas.
- F. The cleaned containers shall be held in the holding area pending removal. The containers shall be wet cleaned and/or HEPA vacuumed at least once each day. Danger labels with the following information shall be placed on the containers: "DANGER, CONTAINS ASBESTOS FIBERS, AVOID CREATING DUST, CANCER AND LUNG DISEASE HAZARD, BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM".
- G. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
- H. Where the waste removal enclosure is part of the personal decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short-circuiting and cycling of air outward through the shower and clean room.
- I. Materials used to wipe down and clean the containers shall be handled as asbestos waste.

### 3.10 POST-ABATEMENT CLEAN-UP PROCEDURES

- A. All accumulations of asbestos waste material shall be containerized utilizing HEPA vacuums or rubber or plastic dust pans, squeegees or shovels. Metal shovels shall not be used to pick up or move waste. HEPA vacuums shall be used to clean up surfaces after gross clean up.



- B. All surfaces in the work area shall be first wet cleaned using rags, mops and sponges (i.e. first cleaning). To pick up excess liquid and wet debris (where applicable) a wet-purpose shop vacuum may be used and shall be decontaminated prior to removal from the work area.
- C. Cleanings, and asbestos settling times shall be performed in accordance with NYSDOL site specific and/or applicable variances. Windows, doors, HVAC system vents, and all other openings shall remain sealed until satisfactory clearance results are achieved. Decontamination enclosure systems shall remain in place and be utilized.
- D. All containerized waste shall be removed from the work area and the holding area. All tools and equipment shall be removed from the work area and decontaminated.
- E. Clearance air monitoring, as per Paragraph 3.10 of this section for air sampling and analysis, shall be conducted.
- F. After satisfactory clearance air monitoring results have been achieved, a thin coat of encapsulating agent shall be applied to all surfaces where the asbestos material was removed.
- G. The isolation barriers shall be removed only after satisfactory clearance air monitoring results have been achieved and encapsulation has been completed.

### 3.11 AIR MONITORING AND TESTING

- A. Air monitoring will be performed by the Owner or its representative in accordance with 12 NYCRR Part 56-4 and any other provision of 12 NYCRR ICR-55. Air sampling shall be conducted by a Project Monitor or an Air Sampling Technician who possesses an Asbestos Project Air Sampling Technician Certificate issued by the New York State Department of Labor. The Contractor is expected to fully cooperate with the testing firm.

### 3.12 PERSONAL AIR MONITORING

- A. The Contractor shall be responsible for conducting personal air monitoring sampling in accordance with applicable rules and regulations.
- B. In addition to the requirements of OSHA 1926.1101, the Contractor shall be required to perform personal air monitoring during every work shift in each work area during which abatement activities occur in order to verify that appropriate respirator protection is being utilized.
- C. Results of the monitoring shall be returned to the site, at least verbally, and posted no later than 24 hours following the time the sample was collected. Written results shall be returned to the site and posted no more than 5 days after the monitoring was performed.
- D. Personal air samples shall be analyzed by an independent laboratory which holds certification by the New York State Department of Health's Environmental Laboratory Approval Program (ELAP). The Architect/Engineer must approve the laboratory the Contractor intends to use.

### 3.13 POLLUTION CONTROLS

#### 1. DUST

- a) Continually use water sprinkling and other suitable methods during debris removal operations to minimize the amount of dust and dirt, rinsing and scattering in the air to the lowest practical level possible. Promptly implement requests made by the local authority having jurisdiction or the City regarding pollution controls. Do not use water when dangerous flooding or icing may occur.

## 2. CLEANING

- a) Maintain the cleanliness of access drives, streets, and properties of dirt, dust and debris produced by debris removal operations at all times on a daily basis. Implement an aggressive program of washing down and cleaning the site and properties from dust fall out on a weekly basis to the satisfaction of the local agencies and the City. After demolition and debris removal is complete, return adjoining access drives, streets, etc. to the conditions existing prior to the start of work. Implement power washing or other means deemed necessary by the City to achieve this objective.
- b) Provide enough refuse containers for collection of construction/demolition debris throughout the duration of all work.

## 3. NOISE

- a) Make all attempts necessary to reduce noise emissions from the site during demolition operations. Maintain noise levels at or below the City Standards and/or as required herein. Install mufflers or noise reducing devices on all machinery and equipment.

# PART 4 – ASBESTOS MATERIAL AND WASTE REMOVAL

## 4.1 DEBRIS REMOVAL AND EXCAVATION

### A. General

- 1. Excavation shall be unclassified and include removal of the existing foundation walls to two feet below existing adjacent grade.
- 2. Excavation shall extend to the existing basement slab elevation. The basement slab will be broken to allow drainage.
- 3. Existing utility services shall be protected from damage during excavation and backfilling, and if damaged, shall be repaired by the Contractor, at own expense.
- 4. Existing adjacent building foundations shall be protected and not undermined during debris removal work. Contractor to review and repair if applicable existing foundation drains.

## 4.2 APPLICABLE REGULATIONS

- A. All asbestos waste shall be stored, transported and disposed of per, but not limited to, the following regulations:

NYSDEC 6 NYCRR Part 360 and 364  
USEPA NESHAPS 40 CFR 61.152 and 156  
USEPA Asbestos Waste Management GUIDANCE EPA/530 SW-85-007

## 4.3 TRANSPORTER AND DISPOSAL SITE

- A. The Contractor shall have the transporter give the date and time of arrival at the disposal site.
- B. Upon arrival at the removal site, the transporter must possess and present to the Owner's Representative a valid NYSDEC 6 NYCRR Part 364 asbestos hauler's permit. The Owner's Representative may verify the authenticity of the hauler's permit with the proper authority.

- C. The transporter, with the Contractor and the Owner's Representative, shall inspect all material in the transport container prior to taking possession and signing the Asbestos Waste Disposal Document.

#### 4.4 WASTE STORAGE CONTAINER

- A. All waste storage containers shall be fully enclosed and lockable (i.e., enclosed dumpster, 40-foot trailer, etc.).
- B. NO OPEN CONTAINERS WILL BE ALLOWED (i.e., open dumpster with canvas cover, etc.).
- C. The container shall be plasticized and sealed with a minimum of one layer of 6 mil. Polyethylene on the sides and two layers of 6 mil. polyethylene on the floor.
- D. The container shall be labeled with EPA Danger signage: DANGER CONTAINS ASBESTOS FIBERS AVOID CREATING DUST CANCER AND LUNG DISEASE HAZARD
- E. The NYSDEC hauler's permit number shall be on both sides and back of the container.
- F. The container will not be permitted to leave the site without the proper signage.

#### 4.5 WASTE DISPOSAL DOCUMENT

- A. An Asbestos Waste Disposal Document shall be provided by the Contractor.
- B. The document shall be completed by the Contractor and verified by the Engineer/ Architect that all the information and amounts are accurate and the proper signatures are in place.
- C. The document shall have the signatures of the transporter and the Owner prior to any waste being removed from the site. A copy of the completed Disposal Document shall be retained by the Owner/Engineer and remain on site for inspection.
- D. Upon arrival at the disposal facility, the Disposal Document shall be signed by the Disposal Facility Owner or operator to certify receipt of asbestos-containing materials covered by the Disposal Document.
- E. Copies of the completed Disposal Document are to be sent by the Disposal Facility Owner or operator to the Owner, the City Engineer and the Contractor.

#### 4.6 DISPOSAL OF EXCAVATED MATERIALS

- A. Legally dispose of any foundation debris, piping, tanks, etc in accordance with state and local regulations.

#### 4.7 CLEAN-UP

- A. All lumber, forms and metal work shall be removed, immediately after completion of local areas. The Contractor shall be responsible for removal of all his debris from the site.
- B. Sidewalk and streets adjoining the property shall be broom cleaned and free of debris, rubbish, trash and obstructions of any kind caused by the work of this Section.

END OF SECTION 31 00 00

## **SECTION - 31 22 19**

### **SITE BACKFILL AND RESTORATION**

#### **PART 1 - GENERAL**

##### **1.1 GENERAL REQUIREMENTS**

1. General: Provide backfill and site restoration in accordance with the requirements of the Contract Documents.

##### **1.2 WORK INCLUDED**

- A. Work of this Section includes all labor, materials, equipment, and services necessary to, backfill and restore the site.

1. Backfill the excavated basement with controlled fill.

##### **1.2 REFERENCES**

All work and materials under this section shall conform to the latest revision of the following standard specifications;

1. Latest version of the Occupational Safety and Health Administration (OSHA) Regulations:
2. Title 29, Code of Federal Regulations, Part 1910 – Occupational Health And Safety Standards
3. Title 29, Code of Federal Regulations, Part 1926 – Safety and Health Regulations for Construction.
4. Title 29, Code of Federal Regulations (CFR), Subpart P, “Excavations”
5. NYSDOL ICR-56-11.5
6. City of Oneida – Local ordinance
7. NYSDEC Standards and Specifications for Erosion and Sediment Control, Latest Revision
8. United States Environmental Protection Agency (EPA), 832-R-92-005, “Storm Water Management for Construction Activities”, latest revision.
9. All work shall comply with the requirements of the New York State Building Code, and the requirements and regulations of any other Federal, State, or Local ordinances having jurisdiction.

### 1.3 PROTECTION

1. Protect adjacent properties and water resources from erosion and sediment damage throughout construction in accordance with NYSDEC requirements.
2. The work shall be executed so that no damage or injury will occur to existing public and adjoining or adjacent structures, streets, paving, sewers, gas, water, electric or any other pipes. Should any damage or injury caused by the contractor, or anyone in Contractor's employ, or by the work under this Contract occur, the Contractor shall, at his own expense, make good such damage and assume all responsibility for such injury.
3. Provide barricades and warning lights, barriers, etc, to prevent accidents, to avoid all necessary hazards and protect the public, the work, and property at all times, including Saturdays, Sundays, and holidays in accordance ICR-56-11.5.
4. The above shall also include the protection of all existing utilities (including sewers, stare lines, electrical lines and telecommunication lines) to remain in use within and adjacent to the area affected by the work of this project.
5. Monuments, bench marks and other reference features on streets bounding this project, shall be protected. Should these be disturbed in any manner, the Contractor shall have them replaced at own expense.

### 1.4 DESIGN OF TEMPORARY WORK (IF REQUIRED)

6. Temporary work shall be designed by the Contractor's Professional Engineer registered in the state of New York and installed so that the permanent work can be conveniently erected.
7. Temporary work shall be maintained and kept in good condition.
8. Temporary work shall be changed, shifted, rebuilt, etc., as needed to suit the conditions of the permanent work.
9. Temporary work includes sheeting and shoring for excavation.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

1. Structural Fill: Well-graded sand and gravel, free of deleterious materials, organic material, cinders, frozen material, trash, masonry or rubble and free of stones having a dimension greater than 4 inches. Of the material less than  $\frac{3}{4}$  inch diameter, percent by dry weight passing the No. 100 sieve shall be 40% or less and the percent by dry weight passing the No. 200 sieve shall be 12 % or less.
2. Crushed Stone: Crushed Stone shall consist of AASHTO No. 57 or approved equal, processed sand and gravel free of debris, clay lumps, organic, or other deleterious

material. Recycled Concrete Aggregate (RCA) shall not be permitted. Material shall comply with the following gradation requirements:

<u>Size</u>	<u>Percent Passing</u>
1 ½ -inch	100
1-inch	95-100
½-inch	25-60
No. 4	0-10
No. 8	0-5

### PART 3 - EXECUTION

#### 3.1 GENERAL

1. Implement dust control measures during construction. Minimize dust clouds by watering down construction area or other NYSDEC / NYS DOL approved methods as required.
2. All construction vehicles hauling materials either into or out of the construction area shall have a secured tarp over materials to prevent sediment pollution of public roadways in accordance with, NYSDOL ICR-56-11.5.

#### 3.2 FILLING AND COMPACTING

##### 1. General

- a. No fill material shall be placed on areas where free water is standing.
- b. If applicable, fill voids caused by the removal of below grade improvements.

##### 2. Placement and Compaction of Controlled Fill and Backfill

###### a. Placement

- 1a. General: Begin fill and backfilling in the lowest section of the area. Spread material evenly by mechanical equipment or by manual means above the basement level in lifts not exceeding 12 inches for material compacted by heavy machinery and 4 inches for material compacted by hand tamping.

Build layers as horizontally as practical to prevent thickness of lift from exceeding that specified but provide with sufficient longitudinal and transverse slope to provide for runoff of surface water from every point.

- 1b. If, in the opinion of the City Engineer, fill material becomes too wet for the required compaction, the fill shall be dried by a method approved by the City Engineer prior to commencing or continuing compaction operations. Likewise, if, in the opinion of the City Engineer, the fill material becomes too dry for the required compaction, the

fill shall be moistened by a method approved by the City Engineer prior to commencing or continuing compaction operations.

- 1c. Compaction: Compact each lift to 95% of the maximum dry laboratory density by ASTM D1557. Compact the fill and backfill to accommodate a minimum four inch layer of topsoil to match existing adjacent grades.
- 1d. Drainage During Fill Operation: At all times, maintain and operate proper and adequate surface and subsurface drainage to the satisfaction of the City Engineer in order to keep the construction site dry and in such condition that placement and compaction of fill may proceed unhindered by saturation of the area.

### 3.3 MAINTENANCE

1. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
2. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
3. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
4. Settling: Where settling is measurable or observable at excavated areas, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

END OF SECTION





CITY OF ONEIDA  
ENGINEERING | PUBLIC WORKS

PROJECT: 140 MADISON STREET DEMOLITION DEBRIS REMOVAL		
DRAWING TITLE: 140 MADISON STREET PROJECT LOCATION		
DATE: 4/3/2023	SCALE: NTS	DRAWING #: