

City of Oneida  
Department of Public Works

109 N. Main Street Oneida NY. 13421



*CONTRACT DOCUMENTS*  
Pole Barn Concrete Floor Slab

*HELEN B. ACKER, MAYOR*

*COMMON COUNCIL*

*MICHELLE KINVILLE*

*RICK ROSSI*

*STEVE LAURETI*

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*CITY ATTORNEY*

*NADINE C. BELL*

*CITY COMPTROLLER*

*LEE ANN WELLS*

*CITY ENGINEER*

*JEFFREY ROWE, PE*

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

Pursuant to a resolution dated **June 6, 2023**, the Common Council of the City of Oneida requests sealed bids for the Pole Barn Concrete Floor Slab.

Bids will be received on **July 11, 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 "Pole Barn Concrete Floor Slab", for the construction of a 6" inch concrete floor slab within a 50' foot by 80' foot building, located at 387 Harden St. The bid documents may be found at the City of Oneida website: [www.oneidacityny.gov](http://www.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: [mreese@oneidacity.com](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 in the form and subject to the conditions provided in information and completed Statement of Surety's Intent and Non-Collusive Bidding Certification forms.

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.

Prospective bidders are advised that 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.

**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 owners 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 or 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 Sales tax Exemption**

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

### **00011.04 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**

### **00011.05 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.

### **00011.06 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.

### **00011.07 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.

### **00011.10 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.

### **00011.11 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.

### **00011.12 Cautions to Bidders**

Bidders shall coordinate with and accommodate WWTP construction, DPW, and Water department operations in order to prevent unnecessary delays.

### **00011.13 Response Form**

Receipt Confirmation Form:

Complete the following form and return by e-mail to [mreese@oneidacityny.gov](mailto:mreese@oneidacityny.gov) 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 GUARANTEES  
AND BOND**

## **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 owner 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 owner 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 owner certificates of insurance and endorsements (and other evidence of insurance requested by owner, 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 owner, 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 owner 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 Owner.**

**Note: The Owner 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>
<b><u>General Liability Insurance, Comprehensive, Occurrence Based, including:</u></b>	
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.

<b><u>Umbrella/Excess Liability</u></b> (limits over primary coverage)	\$1,000,000
<b><u>Aggregate</u></b>	\$1,000,000

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 owner may require, upon request of the owner, 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 owner, 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 owner.

## **AUTOMOBILE INSURANCE:**

Automobile Liability Policy, providing coverage for all claims, Bodily Injury and Property Damage, against the CONTRACTOR, each sub-contractor, and the owner, 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:**

Owner 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 Owner 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 Owner'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 owner. 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 owner 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 owner 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 owner 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 owner. 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 owner.

## **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 CITY 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 CITY 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. ESTIMATED QUANTITIES*

By submitting this bid, bidders agree that he or she is satisfied with and will at no time dispute the estimated quantities stated in the bid as a proper means of comparing the bids.

### *00013.03 METHOD OF AWARD*

This bid is comprised of a base contract. The CITY 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**

## **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

## **SECTION 00014 NYS BIDDING PROVISIONS**

penalty of perjury showing the hours and days worked by each workman, laborer, or 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**

### *00014.06 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.

### *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 insure during the life of said contract, such employees in compliance with the provisions of the NYS Workmen's Compensation Law.

## **SECTION 00014 NYS BIDDING PROVISIONS**

### 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 owner;
- (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.

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.

## **SECTION 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	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING Tax			OTHER	
			S										\$0.00						\$0.00
			O										\$0.00						\$0.00
			S										\$0.00						\$0.00
			O										\$0.00						\$0.00
			S										\$0.00						\$0.00
			O										\$0.00						\$0.00
			S										\$0.00						\$0.00
			O										\$0.00						\$0.00
			S										\$0.00						\$0.00
			O										\$0.00						\$0.00
			S										\$0.00						\$0.00
			O										\$0.00						\$0.00

**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

<b>FOR OFFICIAL USE ONLY</b>
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 # \_\_\_\_\_ COUNTY: \_\_\_\_\_  
 (found on wage schedule)

**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.

JOB CLASSIFICATION (occupations)	Number to be Employed

When this application is complete, have an officer of the department of jurisdiction complete the certification section and return it to this office. No worker, laborer, or mechanic may be employed in excess of 8 hours in any one day nor 5 days in any one calendar week until you receive a notice of determination.

**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#) 2023006750.

**SECTIONS 00020 - 00024**

**BIDDING**

**FORMS**

## 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



**SECTION 00020  
BID SHEET**

**POLE BARN CONCRETE FLOOR SLAB**

TO THE CITY OF ONEIDA, NEW YORK (CITY)

For: POLE BARN CONCRETE FLOOR SLAB

Pursuant to and in compliance with the Owner's advertisement for bids dated June 6, 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 POLE BARN CONCRETE FLOOR SLAB 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 CITY 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 BID**

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

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

**Pole Barn Concrete Floor Slab**

**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 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: \_\_\_\_\_  
(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").

WITNESSETH:

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 pole barn concrete slab construction 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 B. 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 \_\_\_\_\_, 2023 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 \_\_\_\_\_, 2023 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 \_\_\_\_\_, 2023 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 \_\_\_\_\_, 2023 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 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 its own expense, all necessary permits from the County, State, City, or other public authorities; shall pay all fees and charges incidental to the due and lawful execution of the work done under this contract.

CONTRACTOR shall keep itself 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 City Engineer.

CONTRACTOR shall at all times observe and comply with and shall cause all its 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 its operations to such portions of the property of the CITY, 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 its 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 City, 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 CITY 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 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**

The contractor shall commence the work within thirty (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**

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

Not later than three days before the pre-construction meeting, the CONTRACTOR shall 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 weekly basis. Where there is more than one contract on the project, the general contractor shall, within ten (10) days following the execution of its contract with the CITY, submit three (3) copies of its 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 its schedule.

## **Conditions of the Contract**

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

### **00200.05.03 Extension of Time**

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 City or Engineer doing work or furnishing material, the CONTRACTOR shall have no claim for damages against the CITY or Engineer for any such cause or delay, but they 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 CITY 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 CITY 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 its 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**

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 a penalty, but representative of the reasonable damages sustained by the CITY, and as part of the consideration of the contract. Such agreed upon



## **Conditions of the Contract**

damages may be deducted by the CITY 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, CITY, or any of its employees, nor any order of the CITY, 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 CITY, nor any extension of time, nor any possession taken by the CITY 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 construed as cumulative; that is, in addition to each and every other remedy, wherein provided, and the CITY shall have any and all equitable and legal remedies which it 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. The CONTRACTOR 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). The CONTRACTOR 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 they 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 its 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 people are employed on the work.

The CONTRACTOR shall be solely responsible for the safety, efficiency and adequacy of its plant, equipment, and methods.

## **Conditions of the Contract**

### **00200.09 Changes**

#### **00200.09.01 CITY's Changes In The Work**

- (a) The CITY 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 CITY 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.
- (c) 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 CITY 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 CITY and the CONTRACTOR; such unit prices or lump sum being arrived at by estimates prepared as outlined in [c] below:

## Conditions of the Contract

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

## **Conditions of the Contract**

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 CITY 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 the CONTRACTOR further agrees that it is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids aforesaid; that it will make no claim of any nature against the CITY 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.

## **Conditions of the Contract**

### **00200.11 Prices**

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, 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 and Sub grade 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 CITY 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:  
**ONEIDA RECREATION CENTER  
 GYM FLOOR REPLACEMENT**

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.

- |   |  |    |  |
|---|--|----|--|
| <b>1. ORIGINAL CONTRACT SUM</b>   |  | \$ |  |
| <b>0. Net Change By Change Orders .....</b>   |  | \$ |  |
| <b>3. CONTRACT SUM TO DATE</b> (Line 1 +2).....                                     |  | \$ |  |
| <b>4. TOTAL COMPLETED &amp; STORED TO DATE .....</b><br>(Column G on G703)          |  | \$ |  |
| <b>5. RETAINAGE:</b>  |  |    |  |
| a. % of Completed Work<br>(Column D & E on G703)                                    |  | \$ |  |
| b. % of Stored Material<br>(Column F on G703)                                       |  | \$ |  |
| Total Retainage<br>(Line 5a + 5b or Total in Column 1 of G703)                      |  | \$ |  |
| <b>6. TOTAL EARNED LESS RETAINAGE.....</b><br>(Line 4 less Line 5 Total)            |  | \$ |  |
| <b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b><br>(Line 6 from prior Certificate) |  | \$ |  |
| <b>8. CURRENT PAYMENT DUE</b>   |  | \$ |  |
| <b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b><br>(Line 3 less Line 6)            |  | \$ |  |

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.

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

**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 I 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 E WORK COMPLETED		F MATERIALS PRESENTL Y STORED (NOT IN	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE  -5%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1		\$	\$	\$	\$	\$		\$	\$
2		\$	\$	\$	\$	\$		\$	\$
3		\$	\$	\$	\$	\$		\$	\$
4		\$	\$	\$	\$	\$		\$	\$
5		\$	\$	\$	\$	\$		\$	\$
6		\$	\$	\$	\$	\$		\$	\$
7		\$	\$	\$	\$	\$		\$	\$
8		\$	\$	\$	\$	\$		\$	\$
9		\$	\$	\$	\$	\$		\$	\$
10		\$	\$	\$	\$	\$		\$	\$
11		\$	\$	\$	\$	\$		\$	\$
12		\$	\$	\$	\$	\$		\$	\$
13		\$	\$	\$	\$	\$		\$	\$
14		\$	\$	\$	\$	\$		\$	\$
15		\$	\$	\$	\$	\$		\$	\$
17		\$	\$	\$	\$	\$		\$	\$
18		\$	\$	\$	\$	\$		\$	\$
20		\$	\$	\$	\$	\$		\$	\$
<b>SUB TOTALS:</b>		\$	\$	\$	\$	\$		\$	\$
<b>Change Orders</b>									
1		\$	\$	\$	\$	\$		\$	\$
2		\$	\$	\$	\$	\$		\$	\$
3		\$	\$	\$	\$	\$		\$	\$
<b>CHANGE ORDER TOTALS:</b>		\$	\$	\$	\$	\$		\$	\$
<b>GRAND TOTALS</b>		\$	\$	\$	\$	\$		\$	\$

## **Conditions of the Contract**

### **00200.13 CITY's Right to Withhold Payments**

The CITY may withhold from the CONTRACTOR so much of any approved payments due as may in the judgment of the CITY 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 CITY from loss due to defective work not remedied, or;
- (c) To protect the CITY 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 its subcontractors.

The CITY shall have the right as agent for the CONTRACTOR to apply any such amounts so withheld in such manner as the CITY 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**

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 CITY 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".

### **00200.16 Guarantee**

All work performed under the contract shall be guaranteed for one year. The guarantee period shall start from the date of final approval.

Upon completion of the one year guarantee period, the CONTRACTOR at its own expense shall furnish such labor and material as the Engineer may require to facilitate the one year inspection.



## 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 CITY 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 CITY 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 its sureties from any obligation under the contract or the performance bond.

### **00200.18 Breakdown of Lump Sum Items**

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 CITY's Right to Accept Portions of Work**

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

### **00200.20 Disposal of Excavated Material**

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 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.

### **01000.02 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.

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**

### **01000.03 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.

It 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 CITY 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,

## **01000 - General Specifications**

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

### **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 CITY, 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 cost of extra work.

Rejected work or material shall be removed from the site.

## **01000 - General Specifications**

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.

### **01000.13 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 03 20 00  
CONCRETE REINFORCING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Reinforcing steel for cast-in-place concrete.
- B. Supports and accessories for steel reinforcement.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete.

1.03 REFERENCE STANDARDS

- A. ACI 301 - Specifications for Structural Concrete; 2020.
- B. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2019 Errata, September 2022).
- C. ACI SP-66 – ACI Detailing Manual
- D. ACI 315R - Guide to Presenting Reinforcing Steel Design Details
- E. ACI 350 - Code Requirements for Environmental Engineering Concrete Structures
- F. TMS 402/602 - Building Code Requirements and Specifications for Masonry Structures
- G. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.
- H. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2022.
- I. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
- J. CRSI PRB - Concrete Reinforcing Steel Institute - Placing Reinforcing Bars
- K. AWS - American Welding Society - AWS D1.4/D1.4M - Structural Welding Code - Steel Reinforcing Bars
- L. CRSI (DA4) - Manual of Standard Practice; 2018.

1.04 SUBMITTALS.

- A. Reinforcement Shop Drawing - Submit shop drawings in accordance with ACI301, ACI SP-66, ACI 315R, and as modified below.
  - 1. Shop drawings shall be clear enough so that every reinforcing bar in the structure can be located and shall be complete with all dimensions of the structure without the need to refer to the Contract Drawings.
  - 2. A reinforcing bar layout plan shall be provided for each slab or walkway level, and an elevation view reinforcing bar layout shall be provided for each wall.
  - 3. Shop drawings shall clearly indicate all construction joints, expansion joints, and control joints. The CONTRACTOR shall coordinate with the reinforcement detailer so



that all reinforcement interruptions and/or all splices can be shown and accounted for in the detailing.

4. Reinforcement shall be shown as bent where needed to clear waterstops and/or maintain uniform cover. Bars with bends shall be indicated schematically on the plan and elevation views.
  5. Coordinate all openings and pipe penetrations in walls and slabs and indicate these on the reinforcement shop drawings. Formed openings larger than 8 inches in any direction shall be detailed with additional reinforcement around the opening.
  6. Photocopies of Contract Drawings, in whole or in part, will not be acceptable.
  7. Re-submittals of shop drawings shall have all revisions and/or corrections clearly highlighted to the Engineer (e.g. labeled, clouded, etc.)
  8. Final corrected copies of shop drawings (for file and to be used in the field) shall be submitted a minimum of 14 days prior to start of installation.
  9. No fabrication of reinforcement shall commence until shop drawings are approved.
  10. All reinforcement shall be shop fabricated. No reinforcement shall be field bent.
- B. Submit catalog cuts, clearly marked to indicate reinforcement supports and bolsters to be used for walls and slabs.
- C. Submit catalog cut for threaded rebar splicing system.
- D. Reports: Submit certified copies of mill test report of reinforcement materials analysis.

#### 1.05 COORDINATION

- A. Coordinate all construction joints, expansion joints, and control joints so that all reinforcement interruptions and/or splices can be shown.
- B. Locate all wall/slab openings and pipe penetrations on the shop drawings prior to submitting for approval.
- C. Coordinate the supply of all reinforcement supports and bolsters.

#### 1.06 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301 and ACI SP-66, and CRSI referenced publications.
- B. All reinforcement shall have the manufacturer's mill mark rolled into the bar which shall indicate the producer, size, type, and grade.
- C. All reinforcement shall be neatly bundled and tagged for placement when delivered to the job site. Bundles shall be properly identified for coordination with mill test reports.

#### 1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement and accessory material to the site in an undamaged condition.
- B. Reinforcement shall not be stored in direct contact with earth and shall be kept free of mud.
- C. Bundles of bars may be loaded in or on structures, providing the Contractor avoids premature loading or overloading of the structure. Surface protection from rust stains, etc., shall be provided.

## PART 2 PRODUCTS

### 2.01 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi).
- B. Welded Wire Reinforcement (WWR) - ASTM A1064/A1064M for plain wire and deformed wire, supplied in flat sheets only.

### 2.02 RE-BAR SPLICING:

- A. Threaded Rebar Splicing Systems: Mechanical devices for splicing reinforcing bars; capable of developing full steel reinforcing design strength in tension and compression.

### 2.03 FABRICATION

- A. Fabricate concrete reinforcing in accordance with CRSI - Manual of Standard Practice.

## PART 3 EXECUTION

### 3.01 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position.
- B. Accommodate placement of formed openings.
- C. Maintain concrete cover around reinforcing as follows:
  - 1. Clear concrete cover shall conform to ACI 318 and ACI 350 unless noted otherwise.
  - 2. The clear cover shall be 2 inches for severe exposure to earth, water, or weather, and for structures such as wet wells, channels, tanks, and foundation walls.
  - 3. The reinforcement of footings, base slabs, and other members in which concrete is deposited against the ground shall have 3 inches of concrete cover between it and the ground contact surface.
  - 4. Ends of reinforcing bars shall extend to within 2 inches of the outside face of the members into which they frame or terminate.
- D. Comply with applicable code for concrete cover over reinforcement.

### 3.02 WELDED WIRE REINFORCEMENT

- A. Welded wire reinforcement shall be securely supported, anchored, and tied integrally with the framework system to assure its final location in the slab; lap the ends of each mat in accordance with CRSI procedures.

### 3.03 DEVELOPMENT AND SPLICE LENGTHS

- A. All splices of reinforcement shall be lap-spliced with bars placed in contact with each other and wired securely.
- B. Splices shall not be placed at points of maximum stress. However, in instances where they are unavoidable, the splice location in every second parallel bar shall be offset by alternating at least one and a half times the splice length.
- C. Base mat bottom bar splices shall not coincide with wall dowel locations. Offset adjacent bottom bar splices.
- D. Welding of reinforcing bars shall not be allowed unless specifically approved by the Engineer.
- E. Splices of ring bars for circular structures shall be lapped and splices shall be alternately staggered in every third ring by a distance of two times the splice length (reference Standard Detail on Contract Drawings).

### 3.04 FIELD QUALITY CONTROL

- A. Advise the Engineer of intentions to place concrete at least 48 hours prior to concrete placement to allow for observation of installed reinforcement and embedded accessories, including waterstops, keyways, and other items.
- B. Any repairs, corrections, cleaning, removal of debris, etc., shall be accomplished prior to start of concrete being placed.
- C. Cavities of wall forms and any deep formwork shall be checked by Engineer before closing the form, as well as immediately prior to placing concrete.
- D. Prior to concrete deposition, reinforcement shall be free from mortar, mud, loose mill and rust scale, grease, oil or any other coatings, including ice, which would reduce bond with the concrete..
- E. Where there is a delay in depositing concrete, reinforcement shall be rechecked and cleaned when necessary. Cleaning shall be done by whatever mechanical means is necessary to return it to an acceptable condition.

END OF SECTION

## SECTION 03 30 00

### CAST-IN-PLACE CONCRETE

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION:

1.1.2 Under this Section, the Contractor shall furnish all labor, materials and equipment for plain and reinforced Cast-In-Place Concrete work including accessory items of work herein described, as specified, and/or directed.

##### 1.2 REFERENCES

1.2.1 Reference to standard specifications for the following organizations is intended to specify minimum standards for quality of materials and performance of workmanship, and for standard test methods.

1.2.1.1 American Society for Testing and Materials (ASTM) Publications, Latest Edition.

1.2.1.2 American Concrete Institute (ACI) Standards, Latest Edition.

1.2.1.3 Standard Specifications - Construction and Materials, New York State Department of Transportation (NYSDOT), Latest Edition, including Addenda thereto.

##### 1.3 QUALITY ASSURANCE:

1.3.1 Perform work in accordance with ACI 301 and ACI 302.1R.

1.3.2 Acquire cement and aggregate from same source for all work.

1.3.3 Conform to ACI 305R when concreting during hot weather, except as herein modified.

1.3.4 Conform to ACI 306R when concreting during cold weather, except as herein modified.

##### 1.4 SUBMITTALS, SAMPLES AND TESTS:

1.4.1 Product Data: Provide data on joint devices, attachment accessories and admixtures.

1.4.2 Concrete:

1.4.2.1 Samples and tests of all materials to be incorporated in the concrete shall be submitted in ample time for testing before delivery. All materials are subject to inspection and testing by a commercial testing laboratory approved by the Engineer at the Owner's expense. All materials are subject to approval by the Engineer prior to their delivery to the site.

1.4.2.2 The Contractor shall obtain from the manufacturer, prior to the actual delivery of the concrete, a statement giving the sources, specific gravities, and sieve analyses of the aggregates and the dry weights of cement and saturated-surface-dry weights of fine and coarse aggregate and quantities, type and name of admixture (if any) and of water per cubic yard of concrete that will be used in the manufacture of each class of concrete to be provided. This data shall be sent to the Engineer for review and approval.

- a Aggregates shall be tested for gradation, purity and accelerated soundness. Tests shall comply with ASTM C33/C33M, ASTM C136/C136M, ASTM C40/C40M, and ASTM C88/C88M. The source of the material shall not be changed without retesting.
- b Cement shall have representative mill test reports on physical and chemical requirements. All cement stored at job site or at concrete supplier's place for over 60 days shall be tested for compliance with ASTM C150/C150M.

1.4.2.3 Contractor shall submit concrete mix design to be reviewed by the Engineer.

1.4.2.4 Tests of other materials may be required by the Engineer.

## PART 2 - PRODUCTS

### 2.1 MATERIALS:

2.1.1 All materials shown, specified or required to be incorporated in cast-in-place concrete shall be of finest quality, and shall be delivered, stored and handled so as to prevent damage. Damaged or inferior materials will be rejected. Approved brands or sources must be used, without change for the entire project. All materials shall be proportioned to produce a well graded mixture of high density and maximum workability.

2.1.2 Portland Cement shall be a standard brand in compliance with ASTM C150/C150M Type I. Only one brand shall be used for exposed work. Generally, Type I cement shall be used; however, Types II or III may be employed with the approval of the Engineer or if shown, or specified.

2.1.3 Fine Aggregates shall be clean, sharp, natural sand, free from loam, clay, organic impurities or frozen materials and shall conform to ASTM C33/C33M in all respects. Sand shall be tested for impurities in accordance with ASTM C40/C40M.

2.1.4 Coarse Aggregates shall consist of strong, clean, crushed limestone or crushed gravel, free from harmful material and meeting all of the requirements of ASTM C33/C33M. Coarse aggregate shall also comply with New York State Department of Transportation Material Designation 703-02. Crushed limestone and crushed gravel shall meet the Physical Requirements (Testing) Designation 703-0201 and 703-0202, respectively.

- 2.1.5 Water used in mixing concrete shall be clean and free from all acid, alkali or organic matter and shall be obtained from a public water supply unless specifically permitted otherwise by the Engineer.
- 2.1.6 Ready Mix Concrete shall comply with ASTM Specification C94/C94M, this Specification, and used subject to the Engineer's approval.
- 2.1.7 Admixtures, where shown or specified, shall be as follows:
- 2.1.7.1 Air entraining agent shall be "Daravair" or "Darex AEA" as manufactured by W.R. Grace Co., or Master Builder's "MBVR", or equal meeting the requirements of ASTM C260/C260M.
- 2.1.7.2 Water reducing agent shall be Sika "Plastiment", Master Builder's "Pozzolith", W.R. Grace's "WRDA", or equal meeting the requirements of ASTM C494/C494M.
- 2.1.7.3 High range water reducers or superplasticizers shall be Sika "Sikament-FF", W.R. Grace's "Daracem-100" or "WRDA-19", or equal meeting the requirements of ASTM C494/C494M.
- 2.1.8 Bonding Agent, where shown or specified, shall be "Dural 104" bonding compound manufactured by Dural International Corporation, "Sikadur 32 Hi Mod" by Sika Corporation, or equal.
- 2.1.9 Waterstops, where shown or specified, shall be minimum 3/8-inch thick across their entire section, heavy duty, serrated type manufactured from virgin polyvinyl chloride compound, "Model RB6-38H" as manufactured by Vinylex Corporation, or equal. They shall have a tensile strength of minimum 1800 psi and an elongation of minimum 200% .
- 2.1.9.1 Waterstops shall be open bulb type, 6-inch wide unless otherwise shown or directed by the Engineer. The waterstops shall be supported during concrete placement to prevent dislodgement and to insure that the ends remain at right angles to the joint. Field joints shall be butt welded with an electric iron in accordance with the manufacturer's instructions.
- 2.1.9.2 Sample of the waterstops to be used shall be submitted to the Engineer for approval.
- 2.1.10 Premolded Joint Filler, where shown or specified, shall be premolded, resilient, non- extruding type, 1/2-inch thick unless shown otherwise, full depth of concrete section as manufactured by Celotex Corporation, "Fibre Expansion Joint Filler" by W.R. Meadows, or equal.
- 2.1.13.1 Sample of the premolded filler proposed to be used shall be submitted to the Engineer for approval.

- 2.1.14 Joint Sealant, where shown or specified, shall be elastomeric polyurethane sealant material, black in unexposed locations, and grey in exposed locations, and have balanced properties of elongation recovery and tensile strength, and shall be Sonneborn "Sonolastic NP1", Sika "Sikaflex 1A", or equal.
- 2.1.15 Protective Covering for concrete finish slabs, where shown or specified, shall be "Orange Label Sisalkraft", Polyethylene Film as manufactured by Fortifiber Corp., or equal.
- 2.1.16 Non-Shrink Grout, where shown or specified, shall be premixed compound consisting of non-metallic aggregate, natural aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days; such as "Masterflow" as manufactured by Master Builders, "SikaGrout 212" as manufactured by Sika, or approved equal.
- 2.1.16.1 Non-Shrink grout shall be used under structural steel column baseplates and all equipment baseplates. All work shall be done in strict accordance with the manufacturer's recommendations. At the request of the Engineer, the manufacturer's representative shall be called to the job site for consultation regarding detailed use of the grout.
- 2.1.17 Grout for fillets, channels, or other non-structural applications shall consist of one (1) part cement (Portland Cement Type 2) and three (3) parts fine aggregate (sand) with sufficient mixing water for the intended application.
- 2.1.18 Cementitious Coating Materials, where shown or specified, shall be "ThoroSeal" with "Acryle 60" bonding agent, as manufactured by Thoro System Products, "Anchor Masonry Surfacers" as manufactured by Anti Hydro Waterproofing Company, or equal.
- 2.1.19 Curing Compound shall be acrylic based "Kure-N-Seal" as manufactured by Sonneborn, acrylic based "CS-309", or water based "VOCOMP-20" as manufactured by W.R. Meadows, or equal.
- 2.1.20 Vapor Retarder, where shown or specified, shall be "Moistop" as manufactured by Fortifiber Corp. Vapor Barrier shall be "Premoulded Membrane VaporSeal" as manufactured by W.R. Meadows, or equal.
- 2.1.21 Penetrating sealer shall be "Spec-Seal" as manufactured by Conspec, Inc., or equal.
- 2.1.22 Vapor Barrier: 6 mil (0.5 mm) thick clear polyethylene film type recommended for below grade application.

## 2.2 CONCRETE MIX DESIGN:

- 2.2.1 The Contractor shall submit concrete mix designs to be reviewed by the Engineer. The mix designs shall be confirmed by making and testing trial mixes for each class

of concrete to be incorporated in the work. All testing shall be made by an approved testing laboratory at the expense of the Contractor. Mix designs shall conform to the ACI 301.

- 2.2.2 No job concrete shall be poured until the mix design for that concrete has been approved by the Engineer. Once the mix has been approved, it shall not be changed, except when requested by the Engineer, or if requested by the Contractor and approved by the Engineer.
- 2.2.3 Ready-mixed concrete from an established company will be approved, if conforming to ASTM C94/C94M, and to this specification. All concrete shall be batched, mixed, delivered to the site, and shall conform to these requirements and be controlled in a manner to assure uniform concrete for the quality specified.
- 2.2.4 Water/cement ratios of all mixes shall be determined from w/c curve plotted from tests of the cement and aggregates used on the job. If necessary to increase the water content of the mix due to field conditions, sufficient cement must be added to maintain the design water/cement ratio. Accelerating or retarding admixtures may be permitted by the Engineer if requested by the Contractor to compensate for adverse weather conditions.



2.2.4.1 The various classes of concrete shall be designated as follows:

<b>MAXIMUM PERMISSIBLE WATER-CEMENT RATIOS FOR CONCRETE (WHEN STRENGTH DATA FROM TRIAL BATCHES OR FIELD EXPERIENCE ARE NOT AVAILABLE)</b>					
<b>Maximum permissible water-cement ratio</b>					
<b>CLASS</b>	<b>MIN. 28-DAY COMPRESSIVE STRENGTH  IN PSI*</b>	<b>NON-AIR-ENTRAINED CONCRETE</b>		<b>AIR-ENTRAINED CONCRETE</b>	
		<b>ABSOLUTE RATIO BY WEIGHT</b>	<b>US GAL. PER 94-LB. BAG OF CEMENT</b>	<b>ABSOLUTE RATIO BY WEIGHT</b>	<b>US GAL. PER 94-LB. BAG OF CEMENT</b>
A	5,000	* *	* *	* *	* *
B	4,000	0.44	5.0	0.35	4.0
C	3,000	0.58	6.6	0.46	5.2
D	2,500	0.67	7.6	0.54	6.1
E	2,000	0.71	8.0	-	-
<p>* 28-day strength. With most materials, water/cement ratios shown will provide average strengths greater than indicated in Section 5.4 of ACI 318R as being required.</p> <p>* * For strength above 4,500 psi (non-air-entrained concrete) and 4,000 psi (air-entrained concrete) proportions shall be established by methods of Section 5.3 of ACI 318R.</p>					

Unless otherwise specified, all concrete shall be Class "B", non-air-entrained except exposed concrete which shall be air-entrained. When foundation walls or grade beams are exposed to weather above grade, the entire wall shall be considered exposed concrete.

2.2.4.2 Maximum size aggregates shall be used as follows unless otherwise designated by the Engineer.

- 1-1/2"      general work
- 3/4"        thin sections; heavy reinforcing
- 3/4"        columns, beams and slabs
- Over 1-1/2" massive structures, with approval
- 3/8"        floor toppings

2.2.4.3 Slump - Maximum:

Reinforced concrete - general	4"
Heavy mass concrete	3"

2.2.4.4 Air Content: Use an approved air entraining admixture. The entrained content shall be controlled between 4% - 6%.

2.2.4.4.1 For mixes containing coarse aggregate with a top size of 3/4" or smaller and for exposed concrete subject to frost and salt action, air contents shall be increased to the range of 5% - 7%.

2.2.4.5 Should the Contractor feel it advantageous to employ concrete additives to improve workmanship or facilitate his work, he shall obtain the approval of the Engineer prior to his use of additives.

2.2.4.6 Use of accelerating admixtures in cold weather will not relax cold weather placement requirements.

2.3 STORAGE OF MATERIALS:

2.3.1 Portland Cement shall be stored in a weather-tight structure. No cement that has taken a warehouse set shall be used and any stored over sixty (60) days shall be rejected unless tested for soundness and setting time under ASTM C150/C150M. Such tests shall be at the Contractor's expense.

2.3.2 Fine and coarse aggregates shall be kept separated and free from deleterious substances. All topsoil shall be removed from the storage area. Materials shall be stockpiled in layers to prevent segregation; however, re-mixing may be required if gradation is not maintained. Care shall be taken not to inter-mix materials in the area with the aggregates.

2.3.3 Any materials that have deteriorated or become contaminated will be rejected for use in the concrete and must be promptly disposed of by the Contractor.

PART 3 - EXECUTION

3.1 FIELD QUALITY CONTROL:

3.1.1 Before each pour, forms and reinforcing shall be inspected and approved by the Engineer. The Contractor shall give at least 24 hours notice before such an inspection is required. No pour shall be started until the Engineer has given approval. No concreting may be done in the absence of the Engineer without written permission of the Engineer.

### 3.1.2 Concrete Batch Ticket:

3.1.2.1 The Contractor shall require the manufacturer of the concrete to furnish to the Engineer with each batch of concrete before unloading at the site, a delivery ticket on which is printed, stamped, or written, information concerning said concrete as follows:

- Name of ready-mix batch plant
- Serial number of ticket
- Date
- Truck number
- Name of purchaser
- Specific designation of job (name and location)
- Designation of the concrete by compressive strength
- Amount of concrete in cubic yards
- Time loaded or of first mixing of cement and aggregates
- Reading of revolution counter at the first addition of water
- Type and brand, and amount of cement
- Type and brand, and amount of admixtures
- Total water added by producer (and W/C ratio)
- Water added at job site (upon approval of the Engineer)
- Maximum size of aggregate
- Weights of fine and coarse aggregate
- Ingredients certified as being previously approved
- Signature or initials of ready-mix representative

### 3.1.3 Concrete Testing:

#### 3.1.3.1 Tests:

- a Concrete shall be tested by an approved testing laboratory as follows:
  - Standard 6" x 12" compression cylinders shall be in compliance with ASTM C39/C39M in sets of four and shall be moist cured. Break 2 at 7 days, and 2 at 28 days. One set shall be made for approval of each mix design, one set for first pour of 50 cubic yards or less, and one set for each additional pour of 50 cubic yards. If less than 50 cubic yards are placed in one day, one set shall be made for each day' s pour.
  - All test cylinders shall be cast, moist cured and broken under laboratory conditions in accordance with the ASTM C31/C31M and ASTM C39/C39M. All four cylinders of a test shall be taken from the middle third of a single load. Each cylindershall be properly labeled with an identifying mark, the mix proportions, air content, amount of water, slump, and the location in the structure where the concrete was placed. Test reports shall include all this information. Distribute copies of reports as requested by the Engineer. Should any results be questionable, the Engineer shall be notified immediately so that corrective measures can be taken. Any test cylinder which has broken and fails to meet requirements shall be preserved for inspection by the Engineer.

### 3.1.4 Records:

- 3.1.4.1 Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.

## 3.2 BATCHING AND MIXING:

- 3.2.1 All Batching and Mixing shall conform to the following and the ACI 304R, "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete".
- 3.2.2 Aggregates and bulk cement shall be measured to within 1% by weight. Cement in standard sacks need not be weighed. Water shall be measured by volume or by weight to within 1/2%. Aggregate weights shall be corrected for moisture content. Admixtures shall be added through appropriate dispensing equipment to an accuracy of 3%.
- 3.2.3 The complete plant assembly shall be approved by the Engineer and shall conform to the following requirements:
  - Provide ready adjustment of aggregate weights for varying moisture contents.

- Provide means of accurately controlling and easily checking water-cement ratio.
- Provide accurate control of all materials with positive shut-off.
- Facilities shall be provided for prompt removal of excess materials in hoppers.
- Each specified size of aggregate shall be measured separately with a separate beam scale.
- Bulk cement shall be dropped through canvas drop chutes or telescopic flexible hose tremie.

3.2.4 Concrete mixers or mixer trucks shall not be loaded to more than the rated capacity of the truck.

3.2.5 All concrete shall be mixed not less than 60 revolutions in the drum of a modern power mixer, at the rated speed of rotation. Mix not less than an additional 30 revolutions after the addition of any further water to the mix.

3.2.6 Do not add raw materials to the drum until all of the preceding batch has been discharged. For transit mixers, the wash water shall be discharged and not used as part of the mix water for the next batch.

3.2.7 Transit-mixed concrete shall be transported to the job site unmixed and only after arrival at the job site shall mixing begin. All concrete shall be unloaded from the mixer within 45 minutes after completion of mixing. All concrete still remaining in the truck shall be rejected.

3.2.8 The total time interval from the time the cement makes contact with the aggregate to the complete unloading from the mixer shall not exceed 90 minutes, unless such time is extended by the Engineer. The time may be reduced in hot weather or under unusual conditions, if unsatisfactory results are obtained.

### 3.3 FORMWORK:

3.3.1 The Contractor shall design and construct suitable and adequate formwork in conformance with ACI 347R. All shoring shall be properly braced to safely withstand all vertical, moving and lateral forces during the construction period. Responsibility for adequacy and safety rests with the Contractor. Materials shall be as stated in Paragraph 2.1.

3.3.2 General requirements for all forms shall be as follows:

- Forms shall be constructed of wood, plywood, or steel.

- All forms shall be set true to line, plumb, and properly braced so as to maintain the desired position and shape during and after pouring concrete. Forms shall be sufficiently tight to prevent leakage.
- All joints between sheets shall be backed up to assure that both sheets are in the same plane. Edges of abutting sheets shall be straight and true and shall be forced tightly together to minimize fins. Quality of form contact surfaces shall be subject to Engineer' s approval.
- Form ties shall be designed for the specific wall thickness required, and after removal of the external portion, no metal shall remain closer than one inch (1") from the surface. Ties to be left in place shall be equipped with washers or other approved devices to prevent seepage of moisture along the tie. The removable portion shall be oil or grease coated.
- Immediately following the removal of forms, the projecting ties shall be removed and all holes filled with grout flush with the wall. Care shall be taken to use the same brand of cement and same mix proportions used in the wall to prevent color differences.
- Forms for walls and columns shall be provided with removable cleanout panels, to allow removal of chips and debris. All plywood forms must be new when first used on this job, but may be reused if kept in good condition. All forms shall be swept or flushed clean of shavings, debris, and other loose material. Loose earth and rock shall be scraped from footing trenches before pouring concrete.
- All forms and shores for floor and roof slabs and beams shall be "crowned" or "cambered" 1/4" for each 12 feet of span to eliminate dead load deflection. All forms shall be oiled with a non-staining mineral form oil before placing reinforcing.
- Build into forms all hangers, anchors, bolts, inserts, sleeves, etc., required to be set as part of this work, place and secure in exact position.

### 3.3.3 Form removal shall be as follows:

3.3.3.1 It shall be the Contractor' s responsibility to determine the time at which forms may be removed without endangering the structure, subject to the following limitations, unless documentation is provided to modify these requirements:

Footing forms - 24 hours minimum; continue curing as specified.

Wall forms - 2 days minimum for ten (10) feet high. Add one (1) day for each additional five (5) feet of height; continue curing as specified.

Superstructure slabs, beams and columns shall not be stripped until the concrete attains at least 75% of its design strength as proven by test cylinders, and until a minimum of 14 days has elapsed.

Reshoring - immediately after stripping, fully reshore all slabs which are to be used to support shores for upper slabs. All forms for upper floor pours must be supported by shoring to at least two levels of full strength concrete.

### 3.4 JOINTS FOR CONCRETE:

3.4.1 Joints for concrete shall include all expansion joints, construction joints and contraction joints.

3.4.2 All joints shall be constructed at locations shown on the drawings, or as directed by the Engineer. Additional joints may be constructed by the Contractor subject to the approval of the Engineer.

3.4.3 Expansion Joints:

3.4.3.1 Expansion joints shall be constructed where shown and as directed. Reinforcement, corner protection angles or other fixed items embedded or bonded into concrete shall not be run continuously through expansion joints. Reinforcement shall be discontinued 2 inches from the joint face. A slightly rounded edging shall be provided to finish neatly all edges around expansion joints.

3.4.3.2 Preformed expansion joint filler material, sealant and waterstops, shall be as specified in Paragraph 2.1.

3.4.4 Contraction (Control) Joints:

3.4.4.1 Contraction joints shall be cut true to line and located every 10 feet unless directed otherwise. Contraction joints shall cut perpendicular to the structure's walls and intersecting joints. Reinforcement through the joint shall be continuous as directed by the Engineer.

3.4.4.2 Sawcut contraction joints (Type "A") shall be made by cutting the concrete surface and filling with the sealant material as specified under paragraph 2.1. Cutting shall be done after the surface is firm enough not to be damaged by the cutting blade. Time of cutting shall be approved by the Engineer.

3.4.4.3 Formed contraction joints (Type "B") shall be made by tooling with a 1/4-inch radius edging tool and filled with the sealant material as specified under paragraph 2.1.

3.4.4.4 Premolded Contraction Joints (Type "C") shall be "Kold-Seal Zipper Strip" by Vinylex or "Zip Cap Control Joint" by Greenstreak Products, or equal.

### 3.5 CONVEYING AND PLACING CONCRETE:

3.5.1 The placing or depositing of all concrete shall be done in accordance with ACI 304R, and as modified herein.

#### 3.5.2 Preparation Prior to Placing Concrete:

- a. Prepare previously placed concrete surfaces by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
- b. In locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.
- c. Before placing concrete, all debris, water, snow and ice shall be removed from places to be occupied by concrete. Wood forms shall be wetted except in freezing weather or oiled, and the reinforcement cleaned of ice or other coatings.

3.5.3 Conveying, transporting, and placing shall be done as rapidly as practicable and without segregation, loss of ingredients, and without unnecessary rehandling. The tempering of concrete will not be permitted.

3.5.4 Concrete shall be deposited as nearly as practical to its final position to avoid segregation due to rehandling or flowing. The concreting shall be carried on at such a rate that the concrete is at all times plastic and workable and flows readily into the spaces between the reinforcing bars. No concrete that has partially hardened or been contaminated by foreign material shall be deposited on the work, nor shall retempered concrete be used. Once the concreting is started, it shall be carried on as a continuous operation until the placing of the panel or section is completed. All concrete shall be compacted by suitable means during the placing operation, and thoroughly worked around reinforcement and embedded fixtures and into corners of the forms. Tremies shall be used for deep forms, and concrete shall not be dropped more than 6'-0".

#### 3.5.5 Vibrating:

3.5.5.1 During and immediately after depositing, all concrete shall be thoroughly compacted by vibrating the concrete internally with mechanical vibrating equipment. Care must be taken not to over-vibrate the concrete. Maintain spare vibrator(s) at the site for use in the event of breakdowns.

3.5.5.2 Spade and work the coarse aggregate away from forms, and work concrete around reinforcement to avoid air pockets, voids, and honeycombed sections. Hand spading slabs will be required in addition to mechanical vibration.



- 3.5.6 During concreting, check shoring frequently with level. Strengthen or adjust shoring as required. Ensure reinforcement, inserts, embedded parts and formed joints are not disturbed during concrete placement.
- 3.5.7 Placing of concrete in supported elements shall not be started until the concrete previously placed in columns and walls is no longer plastic and has been in place at least two hours.
- 3.5.8 Screed all work to level surfaces at the proper elevations. Rake surfaces to provide bond for floor finishes where specified.
- 3.5.9 No concrete shall be deposited under water without written permission of the Engineer and then only in accordance with his directions. Proper tremie equipment and techniques must be used, should the need arise.
- 3.5.10 The Contractor shall have available at all times sufficient approved materials such that, when started, concrete shall be continuous operation until placement of panel or section is complete. Should placing of concrete be suspended or unavoidably interrupted once a pour has been started, provide bulkheads and keyways at formed surface at which to stop pour.
- 3.5.11 All laitance shall be removed from previous pours before additional concrete is placed.
- 3.5.12 Place concrete continuously between predetermined expansion, control and construction joints.

### 3.6 PROTECTION AND CURING:

- 3.6.1 All concrete shall be protected against injury by sun, rain, freezing, mechanical damage, or premature drying. All concrete shall be maintained above 50°F in a moist or wet condition for at least the first 7 days after placement.
- 3.6.2 On vertical surfaces keep forms on, or cover with burlap blankets, kept wet. When forms are exposed to the sun, minimize moisture loss by keeping the forms wet until they can be removed safely.
- 3.6.2.1 For the preservation of moisture, apply one of the following procedures to concrete not in contact with forms, immediately after completion of placement and finishing:
- a. continuous sprinkling
  - b. application of absorptive mats or fabric kept continuously wet
  - c. application of waterproof sheet materials as specified in Part 2, herein

d. application of the curing agent specified in Part 2, herein

3.6.3 On horizontal surfaces and floors to receive later finishes, cover with wet burlap, wet sand, or curing paper and keep saturated. Cement finish floors shall be covered with protective covering material with lapped and sealed edges after the concrete has set sufficiently to carry worker's weight. Covering shall remain in place until floor is cleaned. Weight covering with planks as required to hold it in place.

3.6.4 Cold weather protection shall conform to ACI 306R, except as modified herein.

3.6.4.1 Prior to pouring, it shall be the Contractor's responsibility to keep the forms free from snow, ice, mud or debris at all times, by means of covers, enclosures, live steam or heating below the forms, as necessary. Use of torches, open flames, salts, straw, hay or chemical is prohibited.

3.6.4.2 When air temperature is 40°F, or less, use only heated concrete, delivered to the forms at temperatures between 65°F and 85°F. All portions of freshly poured concrete shall be continually maintained at a temperature of not less than 50°F for seven days. Specified temperature shall be maintained by heated enclosures, insulating blankets, insulated forms, or whatever approved methods are required to attain the specified result.

3.6.4.3 Concrete shall not be poured on frozen soil. After pouring, protect against freezing and heaving of subgrade. Any frozen concrete will be rejected and removed at the Contractor's expense. Accelerating admixtures shall not be accepted in lieu of winter protection.

3.6.5 Hot weather protection shall conform to ACI 305R, except as modified herein.

3.6.5.1 During warm dry weather special care and precautions should be taken to prevent premature setting which may cause shrinkage and surface checking. No concrete shall be placed at temperatures above 90°F without approval of the Engineer.

3.6.6 No water (except curing spray) shall be allowed to come in contact with the concrete or masonry surface for a minimum of 24 hours. Should the rising water place a stress on the concrete, proper bracing shall be provided. Loading shall not occur without prior approval by the Engineer, and proper safety precautions shall be the responsibility of the Contractor.

3.6.7 Curing compound may be used as specified in Paragraph 2.1 provided discoloration does not occur and application is in accordance with manufacturer's direction and is compatible with concrete finish.

### 3.7 FOOTINGS AND MATS:

3.7.1 Hand trim excavation to required levels.

3.7.2 Support reinforcing on bricks or precast blocks, or where mud mat is used, on chairs or bolsters, 3" clear of soil.

### 3.8 SUPPORTED SLABS ON FORMS:

3.8.1 Forms shall be built to required dimensions and camber as specified above. Reinforcing shall be located as shown on approved placing plans. Support bars at specified heights with bolsters, chairs, etc., so that reinforcing will not be moved from the specified position during placing of concrete.

### 3.9 SLABS ON GROUND:

3.9.1 Subgrade and base to be prepared as specified in Contract Documents.

3.9.2 Form depressed ribs under partitions as required by sloping gravel, or provide permanent side forms to retain gravel.

3.9.3 Place slabs of thickness shown on Plans, vibrate, screed, float level, and finish as specified below.

### 3.10 CONCRETE FINISHES - FORMED SURFACES:

3.10.1 After the forms are removed, all concrete surfaces shall be inspected, and any poor joints, voids, stone pockets or other defective areas noted by the Engineer shall be repaired immediately at the Contractor's expense by cutting away the unsound area to a minimum depth of 1 inch, and refilling with mortar mixed using the same brand of cement as the original pour. Edges of the patch shall be square with the face, with feather-edging prohibited. Obtain approval of corrective action prior to repair.

3.10.2 Care shall be taken to saturate the patched area and holes shall be filled in 1/2-inch layers with a delay for an initial set to take place before the succeeding layer is applied. If, in the opinion of the Engineer, improper consolidation is too extensive, or if the structure appears weakened by the voids, complete removal of the concrete in question may be required. Patches shall be kept moist for a minimum of three days.

3.10.3 Rubbed finishes shall be as follows:

- a. Type A: Surfaces shall be rubbed until all marks are obliterated and a uniformly smooth finish is obtained.
- b. Type B: Surfaces shall be rubbed until they are uniformly smooth, but the complete obliteration of all marks is not required.

- c. Type C: All fins, burrs and projections shall be removed, any honey-comb or tie-holes shall be filled and patched.
- 3.10.4 The type of finish to be used shall be as scheduled or as noted on the Plans. Where the type of finish is not shown or scheduled, exposed faces shall be given a Type B finish and unexposed faces shall be given Type C finish.
- 3.10.5 Rubbing shall begin as soon as practicable after removal of forms and shall be expedited to completion as rapidly as practicable.
- 3.10.6 Surfaces shall be rubbed with carborundum and water until all fins, bubbles, hollows and other defects are removed. Grout or mortar shall not be used in the rubbing process, and plastering of surfaces will not be permitted. Power tools shall be used for rubbing with hand work limited to inaccessible corners or very small areas.

### 3.11 FLOOR AND SLAB FINISHING:

- 3.11.1 Finished floors and slabs shall be level to within 1/8" of finish floor elevation in ten feet. If this variation occurs, it must not be abrupt, but must taper so that the 1/8" variation takes place in not under 4 feet. Areas with drains shall have the surfaces sloped uniformly and true to the effect that no surface ponding occurs. If required by the Engineer, replace, grind or furnish underlayment to correct the variation, at the Contractor's expense. All floors and slabs shall be cured and protected as specified.
- 3.11.1.1 Finished floors and slabs shall be sloped to direct drainage away from walls and towards the overhead doors and man doors shown in the plans.
- 3.11.2 Trowelled Finish: Provide a floated finish, followed by a power troweling and then a hand troweling thoroughly consolidating the surface. Provide a finished surface essentially free from trowel marks and uniform in texture and appearance.
- 3.11.2.1 Exposed concrete floors and slabs shall have a steel trowelled finish unless otherwise specified.
- 3.11.3 Float Finish: A float finish shall be applied to all exterior concrete and those areas not intended for occupancy, such as culvert inverts, bottoms of manholes and catch basins, pads, etc.
- 3.11.4 Broom Finish: Provide a floated finish. While the surface is still plastic, provide a textured finish by drawing a fiber bustle broom uniformly over the surface in one direction only. Provide "medium" texturing unless noted otherwise on the Contract Drawings. Sidewalks, walkways, or exterior ramps shall be given a broom finish, perpendicular to traffic, sufficient to leave marks without appreciable disturbance of the surface.

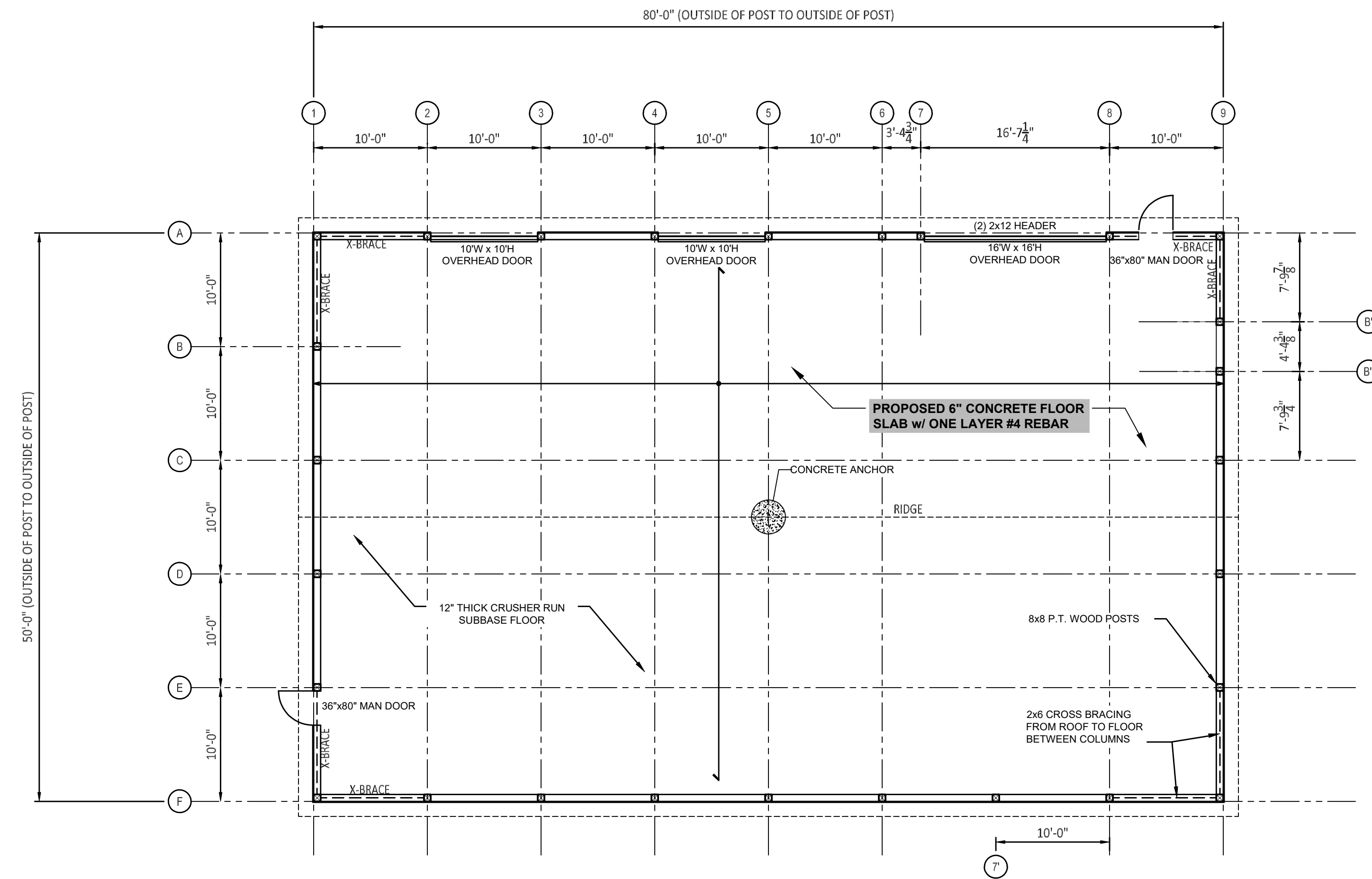
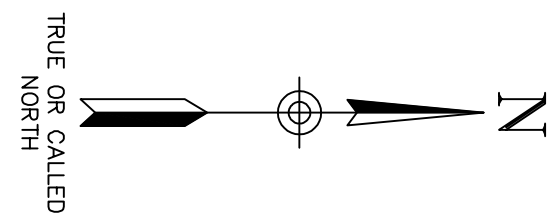
3.11.5 Dusting with dry cement or cement sand mixtures, to hasten drying, is prohibited. Dry time shall be controlled by controlling the water content and slump of the concrete when placed.

### 3.12 BONDING:

3.12.1 For the bonding of new and old concrete, such provisions shall be made by means of steps, dovetails, bonding agents as specified in Paragraph 2.1, or other devices as shown, or directed.

3.12.2 When placing of concrete is suspended or unavoidably interrupted, all necessary grooves for bonding future work shall be made before the concrete has attained its initial set. When the work is resumed, concrete previously placed shall be roughened, cleaned of all foreign material and laitance by means of sandblasting with steam and sharp sand or other approved methods, until coarse aggregate is exposed, and thoroughly wetted and slushed with mortar containing the same proportion of cement and fine aggregate as used in the concrete to be placed. Follow manufacturer's preparation recommendations when using a bonding agent.

END OF SECTION



**WATER DEPARTMENT  
POLE BARN - PLAN**

SCALE: 1/8" = 1'-0"



CITY OF ONEIDA  
DEPT. OF HIGHWAYS AND PUBLIC WORKS

TITLE:

POLE BARN FLOOR PLAN

DATE:  
6/19/2023

SCALE:  
1/8" : 1'-0"

DWG NO:  
Sheet 1



