

City of Oneida  
Water Department

109 N. Main Street Oneida NY. 13421



*CONTRACT DOCUMENTS*  
**WATER TREATMENT  
PLANT BOILER  
REPLACEMENT**

Latest Revision: May 13, 2026

*RICK ROSSI, MAYOR*  
*KYLE LOVELL, CITY MANAGER*

*COMMON COUNCIL*

*LYNNE MCHUGH*

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*CITY ENGINEER*

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*WATER SUPINTENDENT*

*DREW CAMPANY*

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

Pursuant to a resolution dated **March 3, 2026**, the Common Council of the City of Oneida requests sealed bids for the **Water Treatment Plant Boiler Replacement**.

The initial bid opening was held on May 13<sup>th</sup> and has been extended. Bids will now be received on **June 17<sup>th</sup>, 2026**, at the office of the purchasing agent, City of Oneida, 109 North Main Street, Oneida, New York, 13421, until **10:00 AM** local time, and there at said time publicly opened and read aloud. The bids shall be submitted in an envelope marked "**Water Treatment Plant Boiler Replacement**", for the replacement of the current Water Treatment Plant H.B. Smith Series 18 cast iron boiler. **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, Water Superintendent, 109 North Main Street, Oneida, New York, 13421.

Questions concerning these contract documents shall be directed via email to Drew Company, Water Superintendent: [acampany@oneidacityny.gov](mailto:acampany@oneidacityny.gov) .

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 owner 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 owner 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.**

Jessica Kaiser  
Purchasing Agent

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**SECTION 00011**

**INSTRUCTIONS**

**TO BIDDER**

## **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. Bids submitted on altered, incomplete, or substituted forms may be deemed informal and subject to rejection.

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

Each bid for each contract must be accompanied by cash, bid bond, or 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. Bid bonds shall be issued by a surety authorized to do business in the State of New York. 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 Owner's attorney of the executed contract, or if no contract has been 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 the bidder 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 Location and Description of Work**

This project is for the replacement of the boiler at the City of Oneida's Water Treatment Plant, located at 10176 Glenmore Road, Taberg, NY. The Work shall include all labor, materials, equipment, controls integration, startup, and appurtenances necessary to provide a complete and fully operational boiler system. Contractor shall coordinate all work to maintain continuous heat to the facility unless otherwise approved in writing by the CITY.

### **00011.04 Discrepancies in Bid Amount**

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

### **00011.05 Sales tax Exemption**

The CITY is not subject to tax. The Contractor shall exclude all applicable sales and compensating use taxes from the bid price. The CITY will provide a tax exemption certificate upon request.

### **00011.06 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 as may be requested, including, but not limited to, the name, address, and telephone number of previous clients. Bidders shall demonstrate experience with commercial or municipal boiler installations of similar size

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

and complexity. The CITY reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder does not establish the bidder's qualifications to carry out the obligations of the contract.

### **00011.07 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.

### **00011.08 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.

### **00011.09 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. Bidders shall comply with Section 103-d of the General Municipal Law regarding non-collusive bidding certification.

### **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. The CITY may also consider the bidder's record of performance on prior municipal or public works projects.

### **00011.12 Addenda and Interpretation**

No interpretation of the meaning of the plans, specifications or other portion of the contract documents will be made orally. Every request for such interpretation must be emailed to the Water Superintendent Drew Campany via [acampany@oneidacityny.gov](mailto:acampany@oneidacityny.gov), and to be given consideration must be received at the above address at least six (6) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, which, if issued, will be sent by certified mail, with return receipt requests, to all holders of contract documents at the respective addresses furnished for such purposes not later than four (4) days prior to the date fixed for the opening of bids. Failure of any bidder to acknowledge receipt of issued addenda shall not relieve the bidder from compliance with the requirements of the addenda. No oral interpretations shall be relied upon. All addenda so issued shall become part of the contract documents.

## Section 00011 - Instructions to Bidders

### 00011.13 Cautions to Bidders

Bidders are strongly encouraged to visit the site and familiarize themselves with existing conditions, access limitations, utility connections, venting configurations, and operational constraints. Failure to examine the site shall not relieve the Contractor of responsibility for providing a complete and operational system. The Water Treatment Plant is an active municipal facility. Work shall be coordinated to avoid disruption to plant operations by contacting the City of Oneida Water Department at (315) 363-1490.

### 00011.14 Response Form

Receipt Confirmation Form:

Complete the following form and return by e-mail to [acampany@oneidacityny.gov](mailto:acampany@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. Only firms that return the Receipt Confirmation Form will be guaranteed receipt of addenda.

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

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

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

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

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

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

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

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

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

**SECTION 00012**

**INSURANCES GUARANTEES  
AND BONDS**

## Section 00012 – Insurances, Guarantee & Bonds

### 00012.01 Insurance Provisions

The CONTRACTOR and each sub-contractor, at its own expense, shall procure and maintain until final acceptance by the 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.**

## Section 00012 – Insurances, Guarantee & Bonds

### 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:

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

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

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

## Section 00012 – Insurances, Guarantee & Bonds

### 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

## Section 00012 – Insurances, Guarantee & Bonds

### 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.

## **Section 00012 – Insurances, Guarantee & Bonds**

### **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.

**SECTION 00013**

**AWARD OF CONTRACT**

## **Section 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 Reward**

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**

**PROVISION**

## Section 00014 – NYS Bidding Provisions

### **00014.01 Hours, Wages, & Supplements**

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

No laborer, workman or mechanic in the employ of the contractor, subcontractor, or other person doing or contracting to do the whole or part of the work contemplated by this contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in the cases of extraordinary emergency, including fire, flood or danger to life or property.

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

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

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

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

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

## Section 00014 – NYS Bidding Provisions

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)

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)

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)

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

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

## Section 00014 – NYS Bidding Provisions

### **00014.05 Dust Hazards**

(From NYS Labor Law, Article 8, Section 222)

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

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

### **00014.06 Refusal to Testify or to Sign Waiver of Immunity or to Answer Relevant Questions**

(From NYS General Municipal Law, Article 5-A, Section 103-A & NYS Finance Law, Article 9, Section 139-A)

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

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services for a period of five (5) years after such refusal and;

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, or with any fire district or any agency or official thereof on or after the first day of September, 1960, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

## **Section 00014 – NYS Bidding Provisions**

### **00014.07 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 Workman'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.

### **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.

## **Section 00014 – NYS Bidding Provisions**

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

**SECTION 00015**

**AFFIRMATIVE ACTION**

## **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.: ( _____ )



**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



STATE OF NEW YORK  
DEPARTMENT OF LABOR  
BUREAU OF PUBLIC WORK

CASE ID #  
\_\_\_\_\_  
PRC #  
\_\_\_\_\_  
OFFICIAL USE ONLY

**CERTIFICATION OF OFFICER OF CONTRACTOR OR SUBCONTRACTOR**

I, \_\_\_\_\_, am an officer with the title  
NAME OF OFFICER  
of \_\_\_\_\_ in the firm of \_\_\_\_\_  
and am authorized by that firm to sign and swear to the validity and accuracy of the statements below:

(1) I pay or supervise the payment of laborers, workers and mechanics employed by  
\_\_\_\_\_ on the \_\_\_\_\_  
project. During the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and  
ending the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, all laborers, workers and mechanics employed on said  
project were paid the wages and supplements recorded as earned on the attached payroll records. No  
deductions have been made either directly or indirectly from the wages and supplements other than  
deductions shown on the payroll records.

(2) The payroll records submitted for the above period and attached hereto are correct and  
complete. The number of hours shown for each employee reflects the actual hours worked by that  
employee. The classification shown for each employee is accurate and conforms with the work he or  
she performed.

Signed \_\_\_\_\_  
Title of Officer \_\_\_\_\_  
Name of Firm \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

NOTARY PUBLIC OR OFFICIAL AUTHORIZED TO ADMINISTER OATHS

**THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE SIGNATORY OF  
THIS CERTIFICATION AND CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.**

## 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://apps.labor.ny.gov/wpp/publicViewPWChanges.do?method=showIt>. 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 following link, <https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt>, navigating to the prevailing wage section, and entering the Prevailing Rate Case No. (PRC#) **(INSERT NUMBER HERE)**.

**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**

**[CITY OF ONEIDA WATER TREATMENT PLANT BOILER REPLACEMENT]**

TO THE CITY OF ONEIDA, NEW YORK (CITY)

For: [CITY OF ONEIDA WATER TREATMENT PLANT BOILER REPLACEMENT]

Pursuant to and in compliance with the Owner's advertisement for bids 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 [CITY OF ONEIDA WATER TREATMENT PLANT BOILER REPLACEMENT] work as required by, and in strict accordance with the applicable provisions of all Contract Documents, 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 ]*

**[City Of Oneida Water Treatment Plant Boiler Replacement]**

**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 90 days**  
(CONTRACTOR)  
after signing the contract, and will progress therewith to its **completion within 120 calendar days**,  
in accordance with the terms of the contract.

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

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

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

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

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

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

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

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

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

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

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

00022 - NON-COLLUSIVE BIDDING CERTIFICATION

(See General Municipal Law Section 103-d)

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

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

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

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

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

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

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

Signature

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

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

**00023 - BID SECURITY**

**(5% of BID Amount)**

**(Attach Here)**

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

To: City of Oneida Common Council

\_\_\_\_\_  
(CITY)

We have reviewed the Proposal of: \_\_\_\_\_

(CONTRACTOR)

\_\_\_\_\_  
(Address)

For: \_\_\_\_\_

(Project)

Proposal for which will be received on: \_\_\_\_\_

(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 \_\_\_\_\_, 202\_\_ by and between THE CITY OF ONEIDA, 109 North Main Street, Oneida, New York 13421 (hereinafter the "CITY"), and  
( \_\_\_\_\_ ) (hereinafter the "CONTRACTOR").

W I T N E S S E T H :

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

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

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

**Article 1.**

Under this Agreement, CONTRACTOR shall perform the **replacement of the boiler and associated appurtenances at the City of Oneida Water Treatment Plant** 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 90 days** after being notified to proceed by the City Engineer, and will progress therewith to its **completion within 120 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 Manager  
                                      109 North Main Street  
                                      Oneida, New York 13421

With copy to:               Oneida City Clerk & Water Superintendent  
                                      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: Kyle Lovell, CITY MANAGER  
CITY OF ONEIDA, NEW YORK

SEAL

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

**00111 - NOTARY**

**(Acknowledgment of Officer or Owner)**

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

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

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

=====

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

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

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

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

**00111 - NOTARY**

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 202 \_\_ before me personally came and appeared \_\_\_\_\_,

to me known and known to me to be one of the members of the firm of \_\_\_\_\_  
described in and who executed the foregoing instrument, and he acknowledges to me that he executed  
the same as and for the act and deed of said firm.

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

=====

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 202 \_\_ before me personally came and appeared \_\_\_\_\_,

Owner of \_\_\_\_\_, to me known and known to me to be the person  
described in and who executed the foregoing instrument and acknowledged that he executed the  
same.

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

**00120**

**CERTIFICATE**

**OF**

**LIABILITY**

**INSURANCE**

**(ATTACH HERE)**

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

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

**SECTION 00122**

**CERTIFICATE**

**OF**

**NEW YORK STATE**

**DISABILITY BENEFITS**

**INSURANCE**

**(ATTACH HERE)**

**SECTION 00125**  
**ASBESTOS HANDLING LICENSES**

**(ATTACH HERE)**

**SECTION 00130**  
**PERFORMANCE BOND**

**(ATTACH HERE)**

**SECTION 00131**

**LABOR & MATERIAL BOND**

**(ATTACH HERE)**

**SECTION 00140**

**CONTRACT**

**CLOSE-OUT FORMS**

**00140.01**

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

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

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

In making application for final payment \_\_\_\_\_  
(Prime Contractor)  
certifies that the subject contract is free of any liens and that no right to any claim exists by any subcontractor or supplier of materials incorporated into the works.

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

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

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

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

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

00140.02

**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  
\_\_\_\_\_ certifies that it has received every verified  
(Prime Contractor)  
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 00170**

**MEASUREMENT**

**FOR**

**PAYMENT**

## **00170 - MEASUREMENT FOR PAYMENT**

### **Work Included:**

All freight, mobilization, equipment, material, and labor for:

- a. The removal, replacement, and installation of the boiler following all specifications as stated in Section 02000 of the contract documents.

### **Measurement for Payment:**

- Lump Sum (LS)

as dictated in Bid Form

**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 ninety (90) 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.

#### **00200.05.03 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

## **Conditions of the Contract**

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 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 constructed 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.

## **Conditions of the Contract**

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.

### **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

## Conditions of the Contract

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:
- [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

## **Conditions of the Contract**

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.

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

## **Conditions of the Contract**

estimated quantities prove grossly different from the actual, and that the Engineer may without alteration or modification of the contract increase, or omit the amount of any class or portion of the work as may be deemed necessary.

### **00200.11 Prices**

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.

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:  
CITY OF ONEIDA WATER TREATMENT PLANT BOILER REPLACEMENT

CONTRACT FOR:

VIA WATER SUPERINTENDENT: DREW CAMPANY

## 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   |  | \$ |  |
| (Columns D & E on G703)  |  |    |  |
| b. % of Stored Material  |  | \$ |  |
| (Column F on G703)   |  |    |  |
| Total Retainage  |  | \$ |  |
| (Line 5a + 5b or Total in Column 1 of G703)                                |  |    |  |
| <b>6. TOTAL EARNED LESS RETAINAGE.....</b>                                 |  | \$ |  |
| (Line 4 less Line 5 Total)   |  |    |  |
| <b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>                           |  | \$ |  |
| (Line 6 from prior Certificate)  |  |    |  |
| <b>8. CURRENT PAYMENT DUE</b>  |  | \$ |  |
| <b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b>                           |  |    |  |
| (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 PRESENTLY 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 Old Materials**

All materials removed from old construction and all materials or articles of value found in the excavation or on the site of the work shall be brought to the attention of the CITY or CITY's agent, and if he shall so order, shall be property of the CITY, and shall be carefully preserved for future use. If not claimed by the CITY, such material or articles shall be removed and disposed of by the CONTRACTOR at his own expense.

### **00200.20 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.

### **00200.22 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

### **01000.02 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.

All major equipment, including the boiler and associated controls, shall be factory tested where applicable and provided with manufacturer certification prior to shipment.

## 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 agrees to furnish all labor, materials, equipment, tools, and incidentals necessary to provide a complete and operational system, notwithstanding any minor omission in the drawings or specifications.

The Work shall include removal of the existing boiler, furnishing and installation of the new boiler system, connection to existing piping, venting, gas service, electrical power, and controls as required for a complete and functional installation.

The CONTRACTOR shall provide all temporary protection, safety measures, and coordination necessary to perform the Work within an active water treatment facility. Work shall be sequenced to maintain facility heat and prevent freezing conditions unless otherwise approved in writing by the CITY.

The CONTRACTOR shall be responsible for protecting existing building components, piping, equipment, utilities, and structures from damage during construction and shall repair or replace any damage caused by the Work at no additional cost to the CITY.

Only such demolition, cutting, patching, and restoration as required for the boiler replacement shall be performed.

The mention of any specific duty or liability of the CONTRACTOR in any part of the specifications shall not be construed as a limitation upon any general duty or responsibility imposed by the Contract Documents.

The CONTRACTOR shall perform and complete the Work in a manner consistent with safety of life and property and in strict accordance with the Contract Documents.

All materials and workmanship shall be in accordance with accepted industry standards and best modern practice. Where the Contract Documents are silent or ambiguous, the interpretation requiring the higher quality of material or workmanship shall govern.

Upon completion, the CONTRACTOR shall provide startup services, operational testing, and instruction to CITY personnel to ensure proper operation of the installed system.

## **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 all applicable federal, state, and local laws, building codes, and construction codes shall be observed.

Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with applicable safety standards. The CONTRACTOR shall comply with all applicable OSHA requirements and any site-specific safety requirements of the CITY.

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 personnel are employed on the Work.

The Work will occur within an active water treatment facility. The CONTRACTOR shall coordinate with CITY personnel and implement appropriate safety measures to protect plant staff and maintain safe access to operational areas.

The CONTRACTOR shall be solely responsible for job site safety, including the safety of its employees, subcontractors, and visitors.

### **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 Work area maintained in a neat and orderly condition. Work areas shall be kept free of debris that may interfere with plant operations. If the removal of rubbish or correction of unsafe conditions is neglected, the Engineer will give notice to that effect to the CONTRACTOR. If such conditions are not corrected within five (5) days thereafter, or if the CONTRACTOR does not immediately take necessary precautions to ensure safety, the CITY may perform such work and deduct the cost from monies due or to become due to the CONTRACTOR. Upon completion of the Contract, all affected areas of the building shall be left clean and free from debris and obstructions. All rubbish, refuse, unused materials, and CONTRACTOR equipment and tools shall be removed from the premises. All equipment installed under this Contract shall be cleaned and left in a condition suitable for immediate operation.

## 01000 - General Specifications

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

Inspection services performed by the Engineer pursuant to this Contract, whether of materials or Work and whether performed prior to, during, or after completion of construction, are for the purpose of determining general conformity of the Work with the Contract Documents.

Nothing contained herein shall create, or be deemed to create:

1. Any duty upon the Engineer to supervise construction means, methods, techniques, sequences, procedures, or safety precautions of the CONTRACTOR or subcontractors;  
or
2. Any liability whatsoever by the Engineer to the CONTRACTOR, subcontractors, their employees, or any other person.

The CONTRACTOR remains solely responsible for compliance with the Contract Documents and for the quality and safety of the Work

### **01000.12 Quality:**

All equipment and materials furnished under the Contract shall be manufactured by reputable firms regularly engaged in the production of such equipment. Major equipment shall be supported by a manufacturer with an established service presence within North America.

All items of equipment and materials of like type furnished under this Contract shall be the product of one manufacturer, unless otherwise specified or approved by the Engineer. All materials furnished or incorporated in the Work shall be new, unused, and of good quality, suitable for the service required. Whenever the characteristics of any material are not specifically stated, materials shall be of the quality customarily used in first-class commercial or municipal installations of similar type.

All materials and workmanship, unless otherwise designated, shall be subject to inspection, examination, and testing by the Engineer or authorized representatives of the CITY at reasonable times. If at any time before final acceptance the Engineer determines that examination of completed Work is necessary, the CONTRACTOR shall furnish necessary labor and materials to expose such Work.

If such Work is found to be defective due to fault of the CONTRACTOR or any subcontractor, or if Work has been covered without required approval, the CONTRACTOR shall bear the cost of examination and reconstruction.

## **01000 - General Specifications**

If such Work is found to comply with the Contract Documents and was properly authorized prior to covering, the CONTRACTOR shall be compensated for reasonable costs of examination and restoration as provided for extra work. Rejected work or materials shall be promptly removed from the site. Satisfactory documentary evidence of required inspections and factory testing shall be furnished to the Engineer prior to incorporation of materials into the Work. The boiler and associated controls shall be provided with manufacturer warranty documentation and startup certification.

### **01000.13 Equivalent Products:**

Whenever reference is made in these specifications or on the plans to a particular brand name or manufacturer, it is intended to establish a standard of quality, performance, and features. Equivalent products may be submitted for approval, provided they meet or exceed the specified requirements.

Requests for approval of equivalent products shall be submitted in writing prior to bid or in accordance with the Instructions to Bidders. Approval of an equivalent product shall be at the sole discretion of the Engineer.

### **01000.14 Experience Clause:**

All major equipment shall be furnished by manufacturers having at least five (5) years of experience in the design, production, and service of equipment of similar type, size, and capacity.

The installing contractor shall demonstrate experience with commercial or municipal boiler installations of comparable size and complexity.

It is the intent of these specifications to procure reliable equipment and competent installation services suitable for the intended duty.

**SECTION 235223**

**TECHNICAL  
SPECIFICATIONS –  
CAST-IRON BOILERS**

PART 1 -

SECTION 235223 - CAST-IRON BOILERS

PART 2 - GENERAL

2.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

2.2 SUMMARY

- A. Section includes cast-iron boilers, trim, and accessories for generating [**steam**].
- B. Some sections of this specification are based primarily on existing boiler data and conditions. While the Contractor shall strive to meet the specifications as presented, the Owner and Engineer acknowledge that certain information may be incomplete, outdated, or not applicable. The Contractor shall verify field conditions and report any discrepancies or conflicts prior to proceeding. Improvements or modifications may be proposed where feasible, provided they are compatible with the existing system and receive the Owner's written approval. Input and output ratings are based on available historical boiler data and are provided for reference. Contractor shall verify burner firing rate and input requirements with the boiler and burner manufacturer.

2.3 SUBMITTALS

- A. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.
- B. Manufacturer's installation instructions shall be provided along with product data.
- C. Submittals shall be provided in the order in which they are specified and tabbed (for combined submittals).
- D. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for boilers.
  - 2. Include rated capacities, operating characteristics, and furnished specialties and accessories.
- E. Shop Drawings: For boilers, boiler trim, and accessories.
  - 1. Include plans, elevations, sections, and [**mounting**] [**attachment**] details.
  - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

3. Include diagrams for power, signal, and control wiring.
- F. Seismic Qualification Data: Certificates, for boiler, accessories, and components, from manufacturer.
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- G. Source quality-control reports.
- H. Field quality-control reports.
- I. Sample Warranty: For special warranty.
- J. Product Test Reports:
1. CSA B51 pressure vessel Canadian Registration Number (CRN).
  2. Startup service reports.
  3. Startup service reports.

## 2.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For boilers, components, and accessories to include in emergency, operation, and maintenance manuals.

## 2.5 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace controls and heat exchangers of boilers that fail in materials or workmanship within specified warranty period.
1. Warranty Period for Controls: **[Two] [2]** years from date of Substantial Completion.
  2. Warranty Period for Heat Exchangers: **[ten] [10]** years from date of Substantial Completion.

## PART 3 - PRODUCTS

### 3.1 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ASME Compliance: Fabricate and label boilers to comply with 2010 ASME Boiler and Pressure Vessel Code.

- C. ASHRAE/IES 90.1 Compliance: Boilers shall have minimum efficiency according to "Gas and Oil Fired Boilers - Minimum Efficiency Requirements."
- D. DOE Compliance: Minimum efficiency shall comply with 10 CFR 430, Subpart B, Appendix N.
- E. I=B=R Compliance: Boilers shall be tested and rated according to AHRI's "Rating Procedure for Heating Boilers" and "Testing Standard for Commercial Boilers," with I=B=R emblem on a nameplate affixed to boiler.
- F. UL Compliance: Test boilers for compliance with [UL 726 and UL 795]. Boilers shall be listed and labeled by a testing agency acceptable to authorities having jurisdiction.
- G. CSA Compliance: Test boilers for compliance with CSA B51.
- H. Mounting Frame: Steel rails used to mount assembled boiler package on concrete base.
  - 1. Seismic Fabrication Requirements: Fabricate mounting base and attachment to boiler, accessories, and components with reinforcement strong enough to withstand seismic forces defined in NYS OGS Master Specifications (MF24) Section 230548 "Vibration and Seismic Controls for HVAC" when mounting base is anchored to building structure.

### 3.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Smith Cast Iron Boilers
  - 2. Burnham Cast Iron Boilers
  - 3. Well-McLain Cast Iron Boilers
  - 4. Hydrotherm, Inc./Mestek, Inc.
  - 5. Lennox Industries, Inc.; Lennox International.
  - 6. Viessmann Manufacturing Co. (US) Inc.
  - 7. Approved equivalent.

### 3.3 MANUFACTURED UNITS

- A. Description: Factory fabricated and [**field**] assembled.
  - 1. Cast-iron sections shall be sealed pressure tight and held together with tie rods[ **set on an insulated steel base**], including insulated jacket and flue-gas vent connection.
  - 2. Ship cast-iron sections disassembled with all materials and equipment, including seals, tie rods, and insulated jacket and flue-gas vent connection for field assembly.
- B. Cast-Iron Section Design:
  - 1. Configuration: Wet [**base**].
  - 2. Number of Passes: [**Single**] [**Multiple**].

3. Sectional Joints: High-temperature sealant to seal flue-gas passages not in contact with heating medium, [**tapered cast-iron push nipples,**] [**O-ring gaskets,**] [**fiber roping,**] and held together with tie rods.
  4. Drain and blowdown tappings.
  5. Return injection tube to equalize water flow to all sections.
  6. Crown inspection tappings with brass plugs.
  7. Built-in air separator.
- C. Combustion Chamber: Equipped with [**ceramic-fiber target wall**] [**refractory**] [**insulation**] [**and**] flame observation ports, front and back.
- D. Casing:
1. Jacket: [**Galvanized sheet**] [**Sheet**] metal, with snap-in or interlocking closures and [**baked-enamel**] [**powder-coated**] protective finish.
  2. Insulation: Minimum [**1-inch-**] [**2-inch-**] thick, mineral-fiber insulation surrounding the heat exchanger.
  3. Combustion Chamber Access: Refractory lined, hinged, front.
  4. Access: For cleaning between cast-iron sections.
  5. Draft Hood: Flue canopy and [**top**] [**rear**] flue connection shall be constructed of [**aluminized**] [**stainless**] steel containing adjustable outlet damper assembly.
  6. Insulated base constructed of aluminized steel to permit boiler to be installed on combustible floor.
  7. Control Cabinet: Sheet metal casing shall cover all controls, gas train, and burner.
- E. Draft Diverter: [**Steel assembly integral with boiler casing**] [**Separate galvanized-steel assembly**].

### 3.4 ATMOSPHERIC-GAS BURNER

- A. Burner Assembly: Provide an oil-fired burner assembly suitable for **No. 2 fuel oil**, including nozzle, fuel pump, piping, and flame safeguard controls. All components shall be corrosion-resistant and meet applicable UL/FM standards and manufacturer recommendations.
- B. Burner Controls: Control devices shall include automatic ignition, flame safeguard, and low-fire/high-fire operation as required by the boiler manufacturer. Control sequence shall comply with applicable safety codes and manufacturer instructions.
- C. Fuel Delivery: The fuel train shall include a manual shutoff valve, fuel pump, filter, and pressure adjustment as required for safe and proper operation of the burner.
- D. Ignition System: Provide a reliable ignition system as recommended by the burner manufacturer, with full flame supervision and automatic shutoff in case of flame failure.

### 3.5 FORCED-DRAFT BURNER

- A. Burner: Provide a factory-assembled, forced-draft oil burner suitable for firing No. 2 fuel oil. Burner shall be of welded steel construction with flame-retention head and shall be compatible with the specified cast-iron steam boiler.

- B. Blower: Provide integral combustion air blower, directly driven by electric motor. Blower shall include adjustable air damper assembly to permit proper combustion air adjustment and air-fuel ratio tuning.
  - 1. Motors: Motor shall comply with NEMA standards and shall be sized so that driven load does not require operation above a 1.0 service factor.
- C. Fuel Train: Provide oil supply assembly including oil pump, strainer, shutoff valve, oil solenoid valve, and pressure regulating components as required for proper burner operation.
- D. Ignition and Flame Safeguard: Provide electronic ignition transformer and primary safety control with full flame supervision. Burner shall include automatic shutoff upon flame failure and shall require manual reset following safety lockout.
- E. Burner Controls: Burner shall operate on [on-off] or [low-high-low] control sequence as required to match boiler capacity and system load.
- F. Combustion Performance: Burner shall be capable of adjustment to achieve proper draft, smoke number, CO<sub>2</sub>/O<sub>2</sub> levels, and carbon monoxide levels within acceptable combustion limits. Provide combustion test report at startup.

### 3.6 OIL BURNER

- A. Burner: Welded construction with flame-retention head and stainless-steel diffuser designed for firing **No. 2 fuel oil**. Burner shall be factory assembled and compatible with the specified cast-iron steam boiler.
- B. Blower: Forward-curved centrifugal fan integral to burner, directly driven by motor, with adjustable air-damper assembly and locking quadrant to permit proper adjustment of combustion air and air-fuel ratio
  - 1. Motors: Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in NYS OGS Master Specifications (MF24) Section 230513 "Common Motor Requirements for HVAC Equipment."
    - a. Motor Sizes: Minimum size as indicated; if not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0..
- C. Oil Supply: Control devices and burner operating sequence shall comply with requirements of ASME CSD-1 and UL listed burner safety controls
  - 1. Burner Control Sequence: [low-high-low] or [on-off] operation compatible with boiler controls and system load requirements.
  - 2. Oil Pump: Two-stage, gear-type oil pump integral to and directly driven by the burner motor, capable of producing approximately 300-psig discharge pressure and 15-inch Hg vacuum, or as required by burner manufacturer.

3. Oil Piping Specialties:

- a. Suction-line manual shutoff valve.
  - b. Removable-mesh oil strainer.
  - c. Vacuum gauge for monitoring suction line conditions.
  - d. Oil-nozzle pressure gauge.
  - e. Nozzle-line, solenoid-safety-shutoff oil valve.
- D. Ignition and Flame Safeguard: Provide electronic ignition transformer and primary safety control with flame supervision using cadmium sulfide flame sensor or approved equivalent. Burner shall automatically shut down upon flame failure and require manual reset following safety lockout.
- E. Combustion Performance: Burner shall be capable of proper adjustment to achieve acceptable combustion efficiency and smoke levels. Contractor shall perform combustion testing at startup and adjust burner for proper operation in accordance with manufacturer recommendations.

3.7 TRIM FOR STEAM BOILERS

- A. Include devices sized to comply with ASME Boiler and Pressure Vessel Code and ASME B31.9.
- B. Pressure Controllers: Provide operating pressure control and high-limit pressure control suitable for steam boiler service
- C. Safety Relief Valve:
1. Size and Capacity: As required for equipment according to ASME Boiler and Pressure Vessel Code
  2. Description: Fully enclosed steel spring with adjustable pressure range and positive shutoff; factory set and sealed.
    - a. Drip-Pan Elbow: Cast iron and having threaded inlet and outlet with threads complying with ASME B1.20.1.
- D. Pressure Gage: Minimum 3-1/2-inch diameter steam pressure gauge. Gauge shall have operating range such that normal operating pressure is approximately 50 percent of full-scale range.
- E. Water Column: Minimum 12-inch gauge glass assembly with shutoff cocks.
- F. Low Water Cut-off: Provide automatic low-water cutoff control(s) in accordance with ASME CSD-1 requirements. Low-water cutoff shall automatically shut down burner operation upon detection of low water level and shall include provisions for routine blowdown testing
- G. Drain Valves: Minimum NPS 3/4 or nozzle size with hose-end connection.
- H. Blowdown Valves: Factory-installed bottom blowdown valve same size as boiler nozzle
- I. Stop Valves: Boiler inlets and outlets, except safety relief valves or preheater inlet and outlet, shall be equipped with stop valve in an accessible location as near as practical to boiler nozzle and same size as or larger than nozzle. Valves larger than NPS 2 shall have rising stem.

- J. Stop-Check Valves: Factory-installed, stop-check valve and stop valve at boiler outlet with free-blow drain valve factory installed between the two valves and visible when operating stop-check valve.
- K. Tankless Heater: Not required unless specifically indicated. If not required for domestic water service, this component shall be omitted.

### 3.8 CONTROLS

- A. Refer to NYS OGS Master Specifications (MF24) Section 230923 "Direct Digital Control (DDC) System for HVAC" and Section 230993.11 "Sequence of Operations for HVAC DDC."
- B. Boiler operating controls shall include the following devices and features (where deemed applicable based on recommendations and owner approval):
  - 1. Control transformer.
  - 2. Set-Point Adjust: Set points shall be adjustable.
  - 3. Operating Pressure Control: Factory wired and mounted to cycle burner.
  - 4. Low-Water Cutoff and Pump Control: Cycle feedwater pump(s) for makeup water control.
  - 5. Sequence of Operation: Electric, factory-fabricated and field-installed panel to control burner firing rate to maintain space temperature in response to thermostat with heat anticipator located in heated space.
    - a. Include automatic, alternating-firing sequence for multiple boilers to provide equal runtime for boilers.
  - 6. Sequence of Operation: Electric, factory-fabricated and field-installed panel to control burner firing rate to reset supply-water temperature inversely with outside-air temperature. At [**0 deg F**] <Insert temperature> outside-air temperature, set supply-water temperature at [**200 deg F**] <Insert temperature>; at [**60 deg F**] <Insert temperature> outside-air temperature, set supply-water temperature at [**140 deg F**] <Insert temperature>.
    - a. Include automatic, alternating-firing sequence for multiple boilers to provide equal runtime for boilers.
  - 7. Sequence of Operation: Electric, factory-fabricated and field-installed panel to control burner firing rate to maintain a constant steam pressure. Maintain pressure set point plus or minus 10 percent.
    - a. Include automatic, alternating-firing sequence for multiple boilers to provide equal runtime for boilers.
- C. Safety Controls: To maintain safe operating conditions, burner safety controls limit burner operation.
  - 1. High Cutoff: [**Manual**] [**Automatic**] reset stops burner if operating conditions rise above maximum boiler design [**temperature**] [**pressure**].
  - 2. Low-Water Cutoff Switch: [**Electronic**] [**Float and electronic**] probe shall prevent burner operation on low water. Cutoff switch shall be [**manual**] [**automatic**]-reset type.
  - 3. Blocked Vent Safety Switch: Manual-reset switch factory mounted on draft diverter.

4. Rollout Safety Switch: Factory mounted on boiler combustion chamber.
  5. Audible Alarm: Factory mounted on control panel with silence switch; shall sound alarm for above conditions.
- D. Building Management System Interface: Factory install hardware and software to enable building management system to monitor, control, and display boiler status and alarms.
1. Hardwired Points:
    - a. Monitoring: On/off status, [**common trouble alarm**] [**low-water-level alarm**] **<Insert monitoring>**.
    - b. Control: On/off operation, [**hot-water-supply temperature set-point adjustment**] [**steam pressure adjustment**] **<Insert control>**.
  2. A communication interface with building management system shall enable building management system operator to remotely control and monitor the boiler from an operator workstation. Control features available and monitoring points displayed, locally at boiler control panel shall be available through building management system.

### 3.9 ELECTRICAL POWER

- A. Controllers, Electrical Devices, and Wiring: Electrical devices and connections are specified in electrical Sections.
- B. Single-Point Field Power Connection: Factory-installed and -wired switches, motor controllers, transformers, and other electrical devices necessary shall provide a single-point field power connection to boiler.
1. House in NEMA 250, Type [**1**] **<Insert type>** enclosure.
  2. Wiring shall be numbered and color coded to match wiring diagram.
  3. Install factory wiring outside of an enclosure in a [**metal**] raceway.
  4. Field power interface shall be to [**wire lugs**] [**fused disconnect switch**] [**nonfused disconnect switch**] [**circuit breaker**].
  5. Provide branch power circuit to each motor and to controls[ **with disconnect switch or circuit breaker**].
  6. Provide each motor with overcurrent protection.

### 3.10 CAPACITIES AND CHARACTERISTICS

- A. Steam Heating:
1. Design Steam-Pressure Rating: [**Steam, 15 psig**]
  2. Safety Relief Valve Setting: **<15 psig>**.
  3. Steam Operating Pressure: **<2 to 10 psig>**.
  4. Steam Flow Rate: **<minimum 1000 lb/h>**.
- B. Minimum Thermal Efficiency: **<82>** percent.
- C. Number of Passes: [**Two**]

- D. Input Rating Method:
  - 1. I=B=R Input: <1200 MBh>.
  - 2. Oil Input: <8.6 (estimated) gph>.
- E. Output Capacity
  - 1. Net I=B=R Output Capacity: as rated by manufacturer.
  - 2. Gross I=B=R Output Capacity: <minimum 980 MBh>.
- F. Electrical Characteristics:
  - 1. Volts: <120> V.
  - 2. Phase: [Single]
  - 3. Hertz: [60] Hz.

### 3.11 SOURCE QUALITY CONTROL

- A. Test and inspect factory-assembled boilers, before shipping, according to [ASME Boiler and Pressure Vessel Code] [CSA B51].
- B. Factory Testing:
  - 1. Burner shall be factory adjusted to minimize excess oxygen, carbon dioxide imbalance, oxides of nitrogen (NOx), and carbon monoxide in flue gas while achieving optimum combustion efficiency.
  - 2. Boiler sections and pressure vessel shall be subjected to a hydrostatic pressure test in accordance with applicable code requirements.
- C. Inspection Access: The Owner's Representative shall be permitted access to observe source quality-control testing of boilers when such testing is performed. Contractor shall provide a minimum of 14 days advance notice prior to scheduled testing.
- D. Documentation: Manufacturer shall provide certified factory test reports and boiler data sheets prior to shipment

## PART 4 - EXECUTION

### 4.1 EXAMINATION

- A. Examine roughing-in for concrete equipment bases, anchor-bolt sizes and locations, and piping and electrical connections to verify actual locations, sizes, and other conditions affecting performance of the Work.
  - 1. Final boiler locations indicated on Drawings are approximate. Determine exact locations before roughing-in for piping and electrical connections.
  - 2. Contractor shall field verify all existing piping, venting, fuel supply, electrical service, and structural conditions prior to installation of new equipment.

- B. Examine mechanical spaces for suitable conditions where boilers will be installed.
  - 1. Verify that adequate service clearances, combustion air, and access for maintenance are available in accordance with manufacturer recommendations and applicable codes.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.
- D. Notify Owner's Representative of any conditions that differ materially from those indicated in the Contract Documents prior to proceeding with installation

#### 4.2 BOILER INSTALLATION

- A. Equipment Mounting:
  - 1. Install boilers on cast-in-place concrete equipment base(s). Comply with requirements for equipment bases and foundations specified in NYS OGS Master Specifications (MF24) Section 033000 "Cast-in-Place Concrete."
  - 2. Where existing concrete housekeeping pads are present and suitable, contractor may reuse the existing base pending verification of structural adequacy and Owner approval.
  - 3. Comply with requirements for vibration isolation devices specified in NYS OGS Master Specifications (MF24) Section 230548.13 "Vibration Controls for HVAC."
  - 4. Install boiler in accordance with manufacturer's written instructions and applicable code requirements.
- B. Install oil-fired boilers in accordance with NFPA 31
- C. Boiler shall be installed and assembled in accordance with manufacturer recommendations and the ASME Boiler and Pressure Vessel Code for low-pressure steam boilers
- D. Assemble boiler sections in sequence and seal between each section.
- E. Assemble and install boiler trim.
- F. Install electrical devices furnished with boiler but not specified to be factory mounted.
- G. Install control wiring to field-mounted electrical devices.

#### 4.3 CONNECTIONS

- A. Piping installation requirements are specified in NYS OGS Master Specifications (MF24) Section 232213 "Steam and Condensate Heating Piping". Drawings indicate general arrangement of piping, fittings, and specialties
- B. Contractor shall field verify existing steam supply, condensate return, blowdown piping, and fuel oil piping prior to final connection of new boiler equipment.
- C. Install piping adjacent to boiler to allow service and maintenance.
- D. Connect oil piping full size to burner inlet with shutoff valve and union.

- E. Connect steam supply piping to boiler outlet tapping with shutoff valve and union or flange connection.
- F. Connect steam and condensate piping to supply-, return-, and blowdown-boiler tappings with shutoff valve and union or flange at each connection.
- G. Install piping from safety relief valves to nearest floor drain.
- H. Install piping from safety valves to drip-pan elbow and to nearest floor drain.
- I. Install piping from equipment drain connection to nearest floor drain. Piping shall be at least full size of connection. Provide an isolation valve if required.
- J. Connect breeching full size to boiler outlet. Comply with requirements in NYS OGS Master Specifications (MF24) Section 235116 "Fabricated Breechings and Accessories" for venting materials.
- K. Flue venting system shall be compatible with oil-fired combustion products and installed in accordance with manufacturer recommendations and applicable codes.

#### 4.4 FIELD QUALITY CONTROL

- A. Department of Labor Inspection: Arrange with NYS Department of Labor for Inspection of Boiler upon completion of installation.
  - 1. Do not operate boilers until NYS Department of Labor inspection is made and a Certificate of Inspection is received.
  - 2. Pay application and inspection fees required by NYS Department of Labor.
  - 3. Preparation of boiler for inspection: Prepare boiler for internal inspection or hydrostatic pressure test on the date specified by the Department of Labor inspector.
    - a. Remove manhole and handhole plates, and washout plugs in the water column connection.
    - b. Remove grates of internally fire boilers.
    - c. Remove as directed by the NYS Department of Labor inspector, brick work and insulation.
    - d. Remove steam gage for testing if required by NYS Department of labor inspector.
    - e. Stop leaks of steam of hot water into the boiler being inspected from the other components.
    - f. Provide to the NYS Department of Labor inspector a competent person to be placed under the inspector's supervision to disassemble, reassemble, test adjust, operate or forcible handling any part of the boiler.
- B. Provide framed glass holder for NYS Department of Labor Certificate of Inspection, and post near the boiler prior to operation of the boiler.
- C. Fasten two inch high metal identification numbers corresponding to number assigned by NYS Department of Labor Commissioner to a metal mounting plate and securely attach to the front of the boiler or front of boiler settings.

- D. Manufacturer's Field Service: Engage a Company Service Advisor to test and inspect components, assemblies, and equipment installations, including connections.
- E. Perform the following tests and inspections[ **with the assistance of a Company Field Advisor per OGS Spec Section 014216**]:
1. Perform installation and startup checks according to manufacturer's written instructions.
  2. Leak Test: Hydrostatic test. Repair leaks and retest until no leaks exist.
  3. Operational Test: Start units to confirm proper motor rotation and unit operation. Adjust air-fuel ratio and combustion.
  4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
    - a. Burner Test: Adjust burner to eliminate excess oxygen, carbon dioxide, oxides of nitrogen emissions, and carbon monoxide in flue gas and to achieve combustion efficiency.
    - b. Check and adjust initial operating set points and high- and low-limit safety set points of fuel supply, water level, and [**water temperature**] [**steam pressure**].
    - c. Set field-adjustable switches and circuit-breaker trip ranges as indicated.
- F. Remove and replace malfunctioning units and retest as specified above.
- G. Performance Tests:
1. Engage a Company Service Advisor to inspect component assemblies and equipment installations, including connections, and to conduct performance testing.
  2. Boilers shall comply with performance requirements indicated, as determined by field performance tests. Adjust, modify, or replace equipment to comply.
  3. Perform field performance tests to determine capacity and efficiency of boilers.
    - a. For dual-fuel boilers, perform tests for each fuel.
    - b. Test for full capacity.
    - c. Test for boiler efficiency at [**low fire 20, 40, 60, 80, 100, 80, 60, 40, and 20**] <Insert **range**> percent of full capacity. Determine efficiency at each test point.
  4. Repeat tests until results comply with requirements indicated.
  5. Provide analysis equipment required to determine performance.
  6. Provide temporary equipment and system modifications necessary to dissipate the heat produced during tests if building systems are inadequate.
  7. Notify Director's Representative in advance of test dates.
  8. Document test results in a report and submit to Architect.
- H. Boiler will be considered defective if it does not pass tests and inspections.
- I. Prepare and submit final test and inspection reports to Architect and Owner, including DOL inspection certificate, test data, and performance analysis

#### 4.5 ADJUSTING

- A. Occupancy Adjustments: When requested within [**12 months**] of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to [**two**] visits to Project during other-than-normal occupancy hours for this purpose.

#### 4.6 DEMONSTRATION

- A. Training:
  - 1. Engage a Company Field Advisor per OGS Spec Section 014216 to train Director's Representative's maintenance personnel in the proper adjustment, operation, and maintenance of boilers
  - 2. Provide hands-on demonstration covering:
    - a. Normal start-up and shutdown procedures.
    - b. Burner adjustments and fuel settings.
    - c. Safety controls and alarm functions.
    - d. Routine maintenance tasks, inspection points, and cleaning procedures.

END OF SECTION 235223

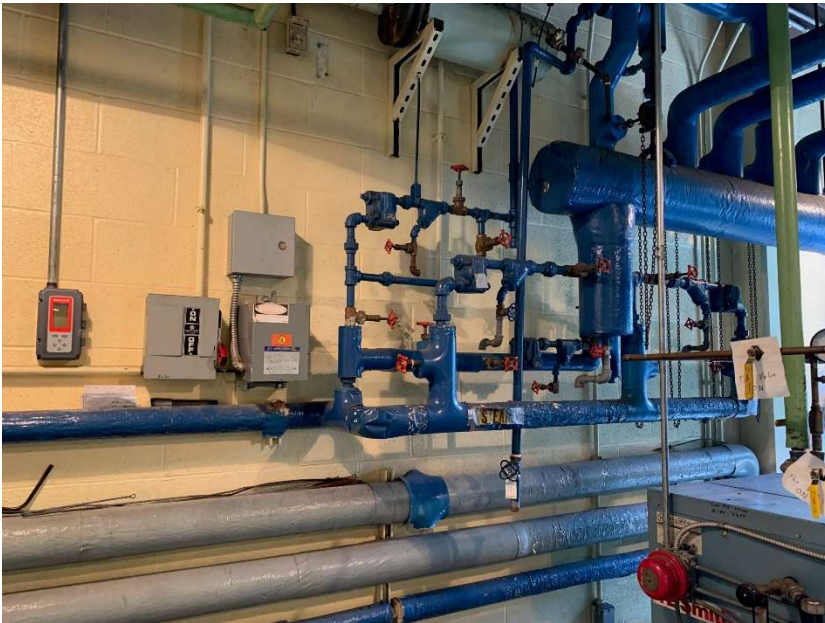
**EXISTING**

**PHOTOGRAPHS -**

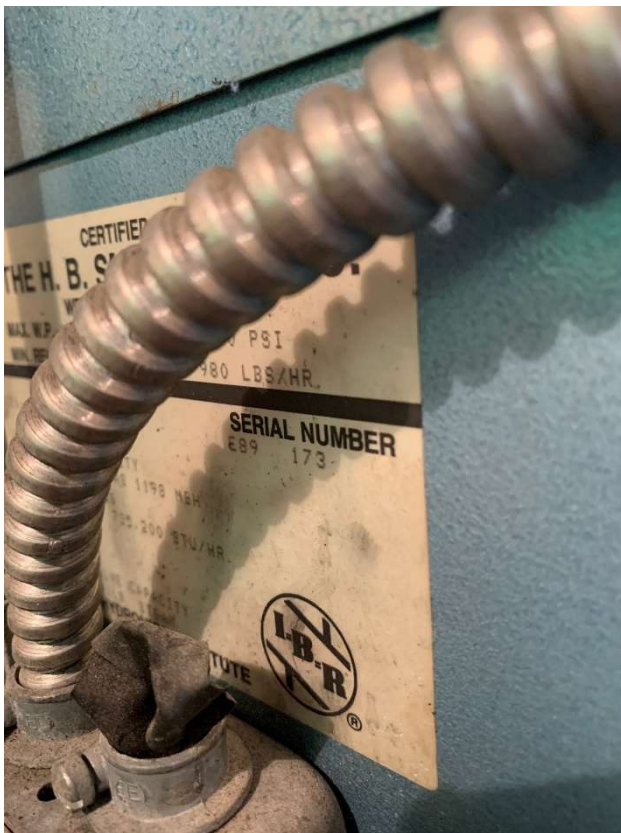
**WATER TREATMENT PLANT**

**CAST IRON BOILER**

## Existing Photographs – Water Treatment Plant Cast Iron Boiler



## Existing Photographs – Water Treatment Plant Cast Iron Boiler



## Existing Photographs – Water Treatment Plant Cast Iron Boiler

