



Project Manual

Former Beech-Nut Plant Demolition 102 Church Street Canajoharie, New York 13317

Bid Set – September 16, 2022

Prepared for:



Montgomery County
20 Park Street
Fonda, New York 12068
and
Village of Canajoharie

Prepared by:



LiRo Engineers, Inc.
690 Delaware Avenue
Buffalo, New York 14209

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FORMER BEECH-NUT PLANT DEMOLITION
MONTGOMERY COUNTY
CANAJOHARIE, NEW YORK

16 September 2022

NOTICE TO BIDDERS

NOTICE TO BIDDERS
Montgomery County
Former Beech-Nut Plant Demolition

Bids: Sealed bids will be received and publicly read aloud at the Office of Montgomery County, 20 Park Street, Fonda, New York 12068 on Friday, October 14, 2022, at 11:00 a.m. Each bid must be identified, on the outside of the envelope, with the name and address of the bidder and designated as bid for the project titled above.

Pre-Bid Viewing: A pre-bid meeting will not be held. The buildings will be accessible for viewing on September 29th and 30th, 2022 from 8:00 am until 3:00 pm each day. Bidders planning to attend the viewing are required to notify Jason Colvin by email at Colvinj@LiRo.com to schedule and confirm site access. Site access is not guaranteed without the perspective bidder making prior notification. Prospective prime bidders are requested to attend. Attendance is not mandatory but strongly recommended. Access the Beech-Nut Plant at the entrance off Church Street near the intersection with Incinerator Road. All representatives are required to arrive on-site with a face mask, hard hat, safety glasses, construction boots, and an operating flashlight. Safety equipment is required to be utilized during the walkthrough by all bidders. Safety equipment will not be provided by the Owner. All representatives shall complete a release and waiver of liability in order to access the site.

Form of Bid: Bids must be submitted upon the Bid Form provided herein. Addendum pages, if issued, shall be stapled to the Bid Form and submitted as required attached to the original Bid Form.

Contracts: The project may be constructed using multiple contract formats. The following contract will be bid at this time, and the Owner may be bidding other prime contracts at other times:

Former Beech-Nut Plant Demolition

Project Description: The major work under this contract shall consist of the demolition of the Western Plant buildings and structures as indicated in the contract drawing and specifications or as directed by Montgomery County. The four buildings on the Eastern portion of the site are to remain and are not part of this contract. The abatement scope of this contract includes primarily exterior asbestos containing materials. This contract does include limited interior abatement of asbestos/hazardous materials that were not removed under the previous project. All asbestos containing materials, hazardous and specialty regulated materials for removal and disposal will be included in this scope of work unless a specific item is otherwise identified for disposal/recycling elsewhere in the specifications. In general, demolition shall include removal and off-site disposal of all structural elements, wall sections, ramps, fixtures, furnishings, roofs, piping, lighting, mechanical systems, electrical systems, drainage systems, stairwells, elevators, escalators, building content, debris, appurtenances and other features. Clean structural concrete and brick will be permitted to be crushed on-site and used as backfill in on-site basements. The Contractor is responsible for the legal disposal of all material removed from the site. The use of explosives and implosion are strictly prohibited.

The contract plans and specifications identifies the various buildings requiring demolition as follows:

- 22 buildings (3, 4, 5, 6, 7, 8, 15, 16, 17, 19, 20, 21, 22, 23, 25, 35, 36, 37, 47, 60, 65, 66) including the canopy structure over the northern and southern loading docks.

The above outlined scope is detailed on the general site plan figure G-001. The buildings shall be demolished to the first floor slab on grade level or the basement slab level where basements are present. Hard materials (concrete, and brick) generated during demolition activities shall be crushed onsite and used as backfill for site basements and voids.

The scope of work shall include the following key work items:

- Termination of utilities
- Asbestos/hazardous materials abatement
- Removal of all exterior stucco coated façade materials and the off-site disposal of these wastes
- Demolition of building structures
- Fracturing of all basement slabs on-site crushing of clean hard materials
- Backfilling of basements and voids with crushed hard materials
- Import of clean stone backfill as required to bring basements and void areas to grade
- Disposal of all non-recyclable materials and wastes at a NYDEC permitted landfill
- Disposal of excess concrete and hard materials at an approved facility
- Final grading of backfilled areas
- Installation of security fencing
- Sealing all building openings of adjoining buildings if not awarded for demolition

Definitions: The Owner shall be defined as Montgomery County, 20 Park Street, Fonda, NY 12068. The Construction Manager shall be defined as LiRo Engineers, Inc., 690 Delaware Avenue, Buffalo, NY 14209. The design consultant is LiRo Engineers, Inc., 690 Delaware Avenue, Buffalo, NY 14209.

Opening of Bids: At the date and time noted for receipt of proposals, the proposals will be publicly opened and read aloud. Only those bids in the hands of Montgomery County, available to be read at the time and date designated above will be considered.

Bid Guarantee: Each bid shall be accompanied by an acceptable form of bid guarantee in an amount equal to ten percent (10%) of the amount of the base bid payable to Montgomery County as a guarantee that if the bid is accepted, the bidder will execute the Contract within ten (10) days after the notice to proceed. Failure to submit a bid bond or certified check with bid will result in automatic disqualification of bid. Failure to submit a bid on the proposal form(s) furnished herein will result in automatic disqualification of bid.

Owner's Rights: Montgomery County reserves the right to waive any informalities in, or reject any or all bids, or to make any contract which it deems to be in the best interest of Montgomery County or the project sponsors.

Bid Withdrawal: No bidder may withdraw his bid within ninety (90) days after actual opening thereof.

Project Duration: Contract duration will be 280 calendar days from Notice of Award. The bidder shall undertake project efforts and required correspondence in earnest and with diligence to meet the schedule and maintain progress despite adverse seasonal weather conditions.

Contract Documents: Contract Documents may be viewed and ordered through the Avalon Plan Room after September 20, 2022 at: www.avalonbuff-planroom.com in the "Public Jobs" section. If internet access is not available or if there are questions on ordering from the site, please contact Avalon Document Services at (716) 995-7777.

A digital download of the Project Documents is available with a non-refundable payment of \$45.00, payable to Avalon Document Services. Cash payments will not be accepted. Bidders acknowledge that they are responsible for review of all components of the Contract Documents, including all specification sections and drawings, regardless of how many drawings they print and in which format/size they are printed. Full-size drawings are on 24-inch by 36-inch paper.

Printed copies of the Contract Documents will not be available. Bidders wishing to obtain printed copies of the Contract Documents shall arrange at their own cost any required reproduction of the electronic documents.

Only official Planholders are eligible to bid on the Project. Subcontractors, suppliers, equipment vendors, etc. will also be required to submit the non-refundable payment in order to receive the Project Manual and Contract Documents.

Prevailing Wages: Prevailing wage provisions will apply.

Equal Employment Opportunity Requirements: By submission of a bid in response to this solicitation, the respondent agrees with all terms and conditions of the Contract for participation by Minority and Women-owned Business Enterprises. The respondent will be required to submit a Minority and Woman-owned Business Enterprise and Equal Opportunity Policy Statement, OCSD-1, to the County with its bid.

Total MWBE Goals (30%): The Bidder agrees, in addition to any other nondiscrimination provision of the Contract, and at no additional cost to Montgomery County, to fully comply and cooperate with the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State Certified minority and women-owned business enterprises (“MWBEs”).

Failure to comply with all of the requirements may result in a finding of non-responsiveness, a finding of non-responsibility and/or a breach of Contract, withholding of funds, liquidated damages and/or enforcement proceedings as allowed by the Contract and applicable law.

Other:

All contractors or subcontractors must have apprenticeship agreements appropriate for the type and scope of work to be performed which have been registered with and approved by the New York State Commissioner of Labor.

Request for additional information pertaining to the bid must be submitted in writing and provided to the Owner no later than **5:00 p.m.** on Wednesday, October 5, 2022. Requests received thereafter will not be addressed. Any questions or comments regarding this solicitation may be directed to Jaclyn Hernigle via email at jhernigle@co.montgomery.ny.us and contact with any other person at Montgomery County regarding this solicitation is prohibited by law.

Contractor is responsible to ascertain, obtain and pay all costs for any licensing and permits needed to perform the work.

All respondents to this procurement will be required to comply with Montgomery County form of agreement and insurance requirements.

For the purpose of compliance with State Finance Law Sections 139-j, contact with Jaclyn Hernigle of Montgomery County, is considered permissible. Contact information is provided above.

This is not a complete presentation of the provisions of the Procurement Requirements. A copy of State Finance Law Sections 139-j and 139-k can be found at: <http://esd.ny.gov/CorporateInformation/RFPs.html> (under “ESD Policy Regarding Permissible Contacts under SFL 139”). All potential Respondents are solely responsible for full compliance with the Procurement Requirements. Both the prime consultant and the sub-consultants complete the forms required above.

Respondents will be required to comply with State Tax Law Section 5-a and State Finance Law Section 139j-k. Montgomery County’s policy regarding Permissible Contacts State Finance Law under Sections 139j and 139k will also apply. Respondents must complete and submit Offerer Disclosure of Prior Non-Responsibility and the Offerer’s Affirmation of Understanding and Agreement to the State Finance Law. Copies of that policy and the forms are available at <http://www.esd.ny.gov/CorporateInformation/RFPs.html> by going to the link on that page “vendors download required forms here”.

Montgomery County reserves the right to:

1. Amend, modify or withdraw this solicitation;
2. Revise any requirement of this solicitation;
3. Require supplemental statements or information from any responsible party;
4. Accept or reject any or all responses hereto;
5. Extend the deadline for submission of responses hereto;
6. Negotiate or hold discussions with any firm and to correct deficient responses which do not conform to the instructions contained herein;
7. Cancel, or reissue in whole or in part, this solicitation, if Montgomery County determines in its sole discretion that it is its best interest to do so; and
8. Extend the term of any agreement on terms consistent with this procurement.

Other requirements applicable to the contract(s) are described in detail in the bid documents.

FORMER BEECH-NUT PLANT DEMOLITION
MONTGOMERY COUNTY
CANAJOHARIE, NEW YORK

16 September 2022

BID FORM

BID FORM

Bidder: _____

Bid to: Montgomery County
 20 Park Street
 Fonda, NY 12068

Bid for: **Former Beech-Nut Plant Demolition**

Bid From: Name: _____
 Address: _____

 Phone Number: _____
 FAX Number: _____

Proposal:

We have examined and fully understand the requirements and intent of the Bidding and Contract Documents and all subsequent addenda as listed below, and propose to provide all materials, and all plant, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the Work, to complete all Work in strict accord with the contract documents and as assigned in the Special Conditions listed below:

Base Bid: (includes all buildings)

22 buildings (3, 4, 5, 6, 7, 8, 15, 16, 17, 19, 20, 21, 22, 23, 25, 35, 36, 37, 47, 60, 65, 66) including the removal of all ancillary structures unless otherwise noted

Lump Sum Base Bid in words: _____

Base Bid (demolition of structures as indicated in the bid documents)		
Item No.	The following key work item apply	Lump Sum \$
1	General Conditions	
2	Utility terminations and site preparations activities	
3	Removal of remaining universal or hazardous materials prior to demolition.	
4	Abatement of any remaining asbestos containing materials from building interiors as noted on the contract drawings.	
5	Abatement of all exterior asbestos containing materials as noted on the contract drawings.	

BID FORM

Bidder: _____

6	Removal of all stucco and exterior façade materials. All stucco and façade materials shall be disposed of in a NYSDEC licensed landfill.	
7	Demolition of all buildings and structures as defined on the contract drawings.	
8	General Site Removal.	
9	Perform on-site crushing of concrete and clean hard materials.	
10	Removal of slabs over basements to prepare for backfilling, fracture basement slabs.	
11	Backfill all basement areas and voids with crushed concrete as noted on the contract drawings. Provide clean stone backfill as required to bring basements to the first floor slab elevation.	
12	Provide all security fencing as shown on the contract drawings and provide final site restoration	
	Base Bid Total	

Basis For Selection: Montgomery County, at a minimum will award the base bid for this contract. Any single – or combination of – add alternates(s) may be awarded at the county’s discretion based on the available funding vs the value of the bids. The basis for selection will be the bid that affords the County the availability to complete the maximum amount of building removal work within the framework of the project properties and available funding. The County reserves the right to reject any or all responses.

BID FORM

Bidder: _____

ASBESTOS CONTAINING MATERIALS UNIT COST EVALUATION

Abatement of ACM in the quantities listed in the Contract Documents shall be included in the lump sum bid price. In the event abatement of additional asbestos containing material (ACM) is added to the Project Scope (see Specification Section 02 82 00) or the scope of asbestos abatement is reduced, Montgomery County intends to negotiate the value of the work. Additional ACM shall be those additional materials requiring abatement as requested by Montgomery County or those material quantities for materials that were manufactured to contain ACM which exceed 10% of the quantities listed in the Contract Documents. Abatement of all materials not contaminated by ACM during manufacture that has been subsequently contaminated by ACM and cannot be practically decontaminated, including but not limited to fiberglass insulation and other porous building materials and debris, shall be included in the lump sum bid price. For evaluation and negotiation purposes, the Bidder shall submit unit pricing for various ACM which may be encountered. The unit pricing may also be used to establish the value of work scope items removed from the Contract. The Contractor shall complete the unit cost bid sheet provided below. The quoted costs shall assume that quantities will be consistent with a New York State Department of Labor (NYSDOL) defined "Large Asbestos Project" (160 square feet or more/ 260 linear feet or more) and be inclusive of all equipment, material and labor necessary to perform the additional project required work. Montgomery County may consider the unit pricing provided by the Contractor for ACM abatement in the overall bid evaluation.

<u>Item</u>	<u>Unit Cost - Within Existing Containmentment</u>	<u>Unit Cost - No Existing Containmentment</u>
Pipe insulation and mud fittings	\$ /LF	\$ /LF
Duct/tank insulation	\$ /SF	\$ /SF
Single layer of VAT/linoleum and mastic	\$ /SF	\$ /SF
Multiple layers of VAT/linoleum and mastic	\$ /SF	\$ /SF
Windows with ACM caulk and/or glaze	\$ /Each	\$ /Each
Doors with ACM paint/coating	\$ /Each	\$ /Each
Drywall and joint compound	\$ /SF	\$ /SF
Wall/ceiling plaster	\$ /SF	\$ /SF
Cove base and mastic	\$ /LF	\$ /LF
Transite wall/siding panels	\$ /SF	\$ /SF
Transite Electrical Panels and Switches	\$ /SF	\$ /SF
Corrugated siding panels (galbestos) – ACM only	\$ /SF	\$ /SF
Corrugated siding panels (galbestos) – ACM and PCB Bulk Product	\$ /SF	\$ /SF
Fire door	\$ /Each	\$ /Each
Exterior Friable Wall Coating	\$ /SF	\$ /SF

BID FORM

Bidder: _____

Exterior Non-Friable weatherproofing	\$ /SF	\$ /SF
Sealants/coatings/paint applied to steel	\$ /SF	\$ /SF
Wall/ceiling insulation – multi layer	\$ /SF	\$ /SF
Flange Gaskets/Packings	\$ /SF	\$ /SF
Transite roof/ceiling panels	\$ /SF	\$ /SF
Sealants, membranes, caulk, flashing, coatings, vapor barriers to coping/capstones	\$ /SF	\$ /SF
Asphalt roofing cement, tar, hot-mop, pitch	\$ /SF	\$ /SF
Roofing vapor barrier	\$ /SF	\$ /SF
Roof flashing felt, tar and caulks/sealants	\$ /SF	\$ /SF
Built-up Roofing System	\$ /SF	\$ /SF
Asphalt roofing felt/shingles – multi layer	\$ /SF	\$ /SF

Addenda Received:

Addendum Number

Date

Attachments:

We have enclosed with this proposal, the following attachments, fully executed:

1. Contractor Qualification Statement
2. Non-Collusive Bidding Certificate
3. Certified Corporate Resolution
4. Affirmative Action Agreement
5. Debarment Certificate B
6. Certification Regarding Lobbying
7. Substitution Sheet

We have used no substitutions except as listed in the Substitution Sheet.

BID FORM

Bidder: _____

Signature:

Corporate Seal

Firm: _____

By: _____

(Signature)

Title: _____

Date: _____

ATTACHMENT #1: CONTRACTOR QUALIFICATIONS STATEMENT

Instructions: Please include all requested information. For a Bid to be declared responsive, the contractor must complete all sections of the Contractor Qualifications Statement; all sections of this Contractor Qualifications Statement are mandatory. The content of the Contractor Qualifications Statement submittal shall follow the order presented below and shall include identical headings and questions as presented below. The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made. All responses, except signatures, must be typed.

Note the term “you” or “your” and “your firm” indicates the Individual, Corporation, Partnership, Joint Venture (JV) or other entity responding herein.

SECTION 1: GENERAL RESPONDENT INFORMATION

Name of Contractor: _____

Address of Principal Office: _____

Is the responding firm an Individual, Corporation, Partnership, Joint Venture (JV), or Other? If “Other”, please specify. _____

Contact Information Principal/Owner:

Name: _____

Address: _____

Telephone (1): _____

Telephone (2): _____

BID FORM

Bidder: _____

Email: _____

Contact Information for Project Manager/Superintendent who will be directly managing the project:

Name: _____

Address: _____

Telephone (1): _____

Telephone (2): _____

Email: _____

Contact Information for individual responsible for preparation of the Bid:

Name: _____

Address: _____

Telephone (1): _____

Telephone (2): _____

Email: _____

BID FORM

Bidder: _____

SECTION 2: EXPERIENCE AND BACKGROUND OF THE ORGANIZATION

If your organization is a partnership, list names and addresses of partners; if a Corporation, list names of officers, directors, and State or Province of Incorporation.

How many years has your organization been in business as a Contractor under your present business name?

Do you presently have any outstanding subcontractor/supplier liens filed against you? Yes / No

If yes, explain:

Is your organization signatory to a collective bargaining agreement? Yes / No

Maximum Bonding Capacity:

Name and Address of Surety:

How many years has your organization had in construction work similar to the work specified as a:

General Contractor?

Subcontractor?

BID FORM

Bidder: _____

List several projects your organization has completed during the last three (3) years that are similar to the specified work. **Project experience should relate to accelerated work schedules, completion of projects under critical deadlines and projects where site work was performed in adverse winter weather conditions. The work listed shall have been completed under the supervision of the individuals included in Section 1 of this questionnaire** (Individuals directly responsible for work under this project). Add additional sheets if necessary

Client _____

Principal Contact _____ Telephone _____

Location of Work _____

Your Organization's Role in this Work _____

Type of Project and Brief Description _____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed \$ _____

Client _____

Principal Contact _____ Telephone _____

Location of Work _____

Your Organization's Role in this Work _____

Type of Project and Brief Description _____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed \$ _____

Client _____

Principal Contact _____ Telephone _____

Location of Work _____

Your Organization's Role in this Work _____

Type of Project and Brief Description _____

BID FORM

Bidder: _____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed \$ _____

Client _____

Principal Contact _____ Telephone _____

Location of Work _____

Your Organization's Role in this Work _____

Type of Project and Brief Description _____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed \$ _____

Client _____

Principal Contact _____ Telephone _____

Location of Work _____

Your Organization's Role in this Work _____

Type of Project and Brief Description _____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed \$ _____

Will your organization complete at least 50% of the work with in-house staff and/or labor forces?

Yes / No

Do you intend to use sub-contractors for any portions of the work?

Yes / No

If so, which portions?

BID FORM

Bidder: _____

Have you ever failed to complete any work awarded to you?

Yes / No

Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract?

Yes / No

If so, state name of individual, other organization, and reason:

Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name?

Yes / No

If so, state name of individual, name of Owner, and reason:

For what corporation or individuals have you performed work? Cite reference.

For what cities have you performed work? Cite reference.

For what States or Provinces have you performed work? Cite reference.

For what State Bureaus or Departments have you performed work? Cite reference.

Have you ever performed any work for the U.S. Government?

Yes / No

Have you ever performed any work for the Canadian Government?

Yes / No

If so, when and to whom do you refer?

BID FORM

Bidder: _____

How would you classify your record on Affirmative Action, including Minority Subcontracting, Minority Hiring, and Minority Training?

Provide a listing of projects (with references) where Affirmative Action requirements were specified.

In what other lines of business do you have a financial interest?

SECTION 3: SAFETY RECORD OF THE ORGANIZATION

Has your organization been cited for any safety violations within the last 5 years? Yes / No

If yes, list the year, citing agency, and brief description of each violation:

BID FORM

Bidder: _____

SECTION 4: CONTRACTOR'S BUSINESS REFERENCES

Provide a list of references: Give only engineers, other contractors, architects, or owners, including public agencies for whom you have done work. Provide references to where mandatory minority participation was included.

Individual or Agency _____

Address _____

_____ Telephone _____

Type of Program _____

Individual or Agency _____

Address _____

_____ Telephone _____

Type of Program _____

Individual or Agency _____

Address _____

_____ Telephone _____

Type of Program _____

Individual or Agency _____

Address _____

_____ Telephone _____

Type of Program _____

BID FORM

Bidder: _____

Individual or Agency _____

Address _____

_____ Telephone _____

Type of Program _____

Individual or Agency _____

Address _____

_____ Telephone _____

Type of Program _____

Individual or Agency _____

Address _____

_____ Telephone _____

Type of Program _____

Individual or Agency _____

Address _____

_____ Telephone _____

Type of Program _____

BID FORM

Bidder: _____

SECTION 5: CONTRACTOR'S FINANCIAL REFERENCES

Reference is hereby made to the following bank or banks as to the financial responsibility of the Contractor.

Name of Bank _____

Address _____

City and State _____ Telephone _____

Officer familiar with Contractor's account _____

Name of Bank _____

Address _____

City and State _____ Telephone _____

Officer familiar with Contractor's account _____

Name of Bank _____

Address _____

City and State _____ Telephone _____

Officer familiar with Contractor's account _____

Name of Bank _____

Address _____

City and State _____ Telephone _____

Officer familiar with Contractor's account _____

Name of Bank _____

Address _____

City and State _____ Telephone _____

Officer familiar with Contractor's account _____

BID FORM

Bidder: _____

SECTION 6: ACKNOWLEDGEMENT

By signing this application, it is understood that the above listed individuals will be assigned to the project should we be the successful bidder. In the event a change in the employment status of the listed individuals occurs between the date of this Application and the date of the Contract Award, we acknowledge the Authority retains the full right of personnel approval.

Dated at _____ this _____ day of _____ 2018

Name of Organization _____

By _____

Printed name of the person signing _____

STATE OF _____ }

} ss:

COUNTY OF _____ }

_____ being duly sworn deposes and says that s/he is

Print Name of Person Signing

_____ of _____
Title Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn before me this _____ day of _____, 2018.

Notary Public

My commission expires: _____

BID FORM

Bidder: _____

Attachment # 2

Non-Collusive Bidding Certification:

No bid will be accepted that does not have this form completely executed.

1. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - (a) 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 any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this 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 competitor; and
 - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
 - (d) If the bidder is a corporation, this certificate is and shall be deemed to have been authorized by the board of directors of the bidder, and such authorization is and shall be deemed to include the signing and submission of the bid and the inclusion therein of this certificate of non-collusion as the act and deed of the corporation.
 - (e) The attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certification by the signature of this bid or proposal on behalf of the corporate bidder.
2. Pursuant to 103-d, General Municipal Law, a bid shall not be considered for award nor shall any award be made where the above Non-Collusive Certificate, Paragraphs 1, (a), (b), and (c) have not been complied with, unless explained, justified, and legally excused in accordance with said law.

(Individual)

(Corporation)

Dated

(Signature of Officer)

This Non-Collusive Bidding Certificate must be submitted with the bid.

BID FORM

Bidder: _____

Attachment # 3

Certified Corporate Resolution:

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

(PROJECT NAME)

and to include in such bid the Non-Collusion Bidding Certification required by section one hundred three-d (103-d) of the General Municipal Law as to the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution and adopted by

_____ at a meeting of its board of directors held on

the _____ day of _____, 200_____.

(Secretary)

This Certified Corporate Resolution must be submitted with the bid.

BID FORM

Bidder: _____

Attachment # 4

Affirmative Action Agreement:

Firm Name: _____

Business Address: _____

Telephone No. _____

Non-discrimination Clauses:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
2. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (7) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnishes such a statement, the Contractor shall promptly notify the State Commission of Human Rights of such failure or refusal.
3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (1) and (2) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
4. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin.
5. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and

BID FORM

Bidder: _____

the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

6. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the state, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked dependently of or in addition to sanctions and remedies otherwise provided by law.
7. The Contractor will include the provisions of clauses (1) through (6) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

Signature (Authorized): _____

Title: _____

BID FORM

Bidder: _____

Attachment # 5

Debarment Certificate B:

THIS FORM MUST BE COMPLETED BY ALL BIDDERS WHOSE TOTAL BID PRICE EXCEEDS \$100,000 AND BY ALL SUBCONTRACTORS AT ANY TIER OF BIDDERS WHOSE SUBCONTRACTED WORK WILL EXCEED \$100,000.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant

BID FORM

Bidder: _____

in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Title: _____

BID FORM

Bidder: _____

Attachment #6

CERTIFICATION REGARDING LOBBYING

THIS CERTIFICATE MUST BE COMPLETED IF THE AMOUNT OF THIS AGREEMENT EXCEEDS \$100,000.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal grant funding the work to be performed pursuant to this Agreement, the undersigned shall complete and submit Standard Form --- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR _____

Dated: _____

Title: _____

BID FORM

Bidder: _____

Attachment #7

THE FOLLOWING MATERIALS, PRODUCTS OR EQUIPMENT ARE PROPOSED AS SUBSTITUTIONS FOR SPECIFIED ITEMS INDICATED. REQUIRED BACKUP DATA WILL BE SUBMITTED WITHIN 3 WORKING DAYS OF RECEIPT OF REQUEST FOR SAME. WE AGREE TO ABIDE BY THE ARCHITECT'S DECISION AS TO ACCEPTABILITY OF THE PROPOSED SUBSTITUTIONS.

1. Specification Section No.: _____
 Section Article or Paragraph No.: _____
 Specified Item: _____
 Proposed Substitution: _____
2. Specification Section No.: _____
 Section Article or Paragraph No.: _____
 Specified Item: _____
 Proposed Substitution: _____
3. Specification Section No.: _____
 Section Article or Paragraph No.: _____
 Specified Item: _____
 Proposed Substitution: _____
4. Specification Section No.: _____
 Section Article or Paragraph No.: _____
 Specified Item: _____
 Proposed Substitution: _____

ADD SHEETS AS NECESSARY

FORMER BEECH-NUT PLANT DEMOLITION
MONTGOMERY COUNTY
CANAJOHARIE, NEW YORK

16 September 2022

OWNER/CONTRACTOR AGREEMENT

CONTRACT

This contract (“Contract”) is between Montgomery County (the “County”) and the Contractor identified below and is dated October __, 2022.

AGENCY: Montgomery County
20 Park St.
Fonda, New York 12068

Contractor: _____

PROJECT ENGINEER: The LiRo Group
690 Delaware Ave.
Buffalo, NY 14209

PROJECT: Former Beech-Nut Plant Demolition 102 Church Street, Canajoharie, New York in accordance with the County’s Requests for Proposals for Former Beech-Nut Plant Demolition dated September 16, 2022 and the Former Beech-Nut Plant Demolition Drawings and Specifications dated September 16, 2022 (the “Bid Documents”).

CONTRACT

ARTICLE 1- WORK TO BE PERFORMED UNDER THIS CONTRACT:

1. Permit Notifications (in conjunction with the Air-Monitoring Consultant);
2. Site Mobilization;
3. Asbestos Abatement and Decontamination;
4. Hazardous and Non-Hazardous Material Removal and Disposal;
5. Dust Control Methods and Procedures;
6. The Work Plan;
7. Termination of Utilities;
8. Health and Safety Plan and SOP pursuant to the specifications set forth in the Requests for Proposals for Community Air Sampling;

9. Demolition of the Western Plant and remaining pursuant to the specifications set forth in the Request for Proposal;
10. On-site crushing of non-contaminated concrete/brick
11. Backfilling of basements, cellars and subsurface tunnels
12. Remove all (Specified) material from the site in accordance with the Bid Documents;
13. Traffic Control and Site Security; and
14. Site Restoration in accordance with the Bid Documents.

All work is to be performed in accordance with the specifications and scope set forth in the Bid Documents, which specifications and scope are incorporated herein and made a binding part of this Contract. Any capitalized terms used herein and not defined shall have the meanings set forth in the Bid Documents. The contract bid documents cover district buildings and site work areas.

ARTICLE 2- CONTRACT PRICE AND PAYMENTS

In full and final satisfaction of all services and expenses required and requested pursuant to this Contract, the County hereby agrees to pay the Contractor an amount equal to _____ (the "Contract Price"). In no event shall the total amount of this Contract exceed the bid amount that was submitted by the Contractor. Contractor takes on the work (the "Work") specified in the Bid Documents, which Work is further described in Article 1 of this Contract, at its own risk under the terms of the bid that was submitted. Contractor will be held responsible for the results of any errors or omissions from the terms of the bid that was submitted to complete the Work and for the cost of rectifying the same. The County retains the right to eliminate any tasks and the associated costs of such tasks at any time during the duration of this Contract.

The Contractor shall submit a written invoice to the County every ten business days. Said invoice shall set forth, in detail; the work completed and for which Contractor is seeking payment. The County shall pay the Contractor the invoice amount, subject to any withholding of payments as set forth in ARTICLES 5 and 14, within thirty (30) days of receipt.

The County shall hold a retainage of five (5%) percent of the total Contract Price. Upon Contractor's certification to the County that the Work required by the Contract and the Bid Documents has been completed in accordance with the Contract and the Bid Documents, the County and the Contractor shall do a walk through to confirm completion, of the Work. If the County is satisfied that the Work is completed, the County shall release the retained amount to the Contractor within five (5) business days of the final walk through.

Prior to the final payment on the Contract, the Contractor and its subcontractors, if any, shall provide a written waiver of liens to the County.

ARTICLE 3- COMMENCEMENT & COMPLETION DATES, ACCEPTANCE AND FINAL PAYMENT

1. When the Work is reported to be ready for final inspection and payment, the Project Engineer shall make such inspection, and when he finds the Work required under the Contract and the Bid Documents to be fully performed and of acceptable quality, the Contractor will promptly prepare a final invoice for payment, and the entire balance due the Contractor, including the retained percentage will be paid the Contractor by the County.

2. Before the final payment is due, the Contractor shall submit evidence satisfactory to the Project Engineer that all payrolls, material bills, and other indebtedness connected with the Work have been paid, except that in case of disputed indebtedness or liens of the Contractor, the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the County guaranteeing payment of all disputed amounts.

3. The acceptance by the Contractor of the final payment of the Contract Price will be and will operate as a release to the County of all claims and of all liability of the County to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the County and others relating to or arising out the Work, except the Contractor's claim for interest upon the final payment, if this payment should be improperly delayed.

After the completion of the work and acceptance of the work as being in full accordance with the Contract, the Montgomery County IDA will pay and the Contractor shall accept in full. Consideration for the performance of the Contractor's obligations hereunder, the Contract Price, as the same may have been increased or decreased by Change Orders. Any such change in the scope of the Work, and any resulting increases in the Contract Price as the result of such change, must effectuated by a written change order (the "Change Order") signed by the Contractor and the County. This provision, however, will not preclude the County from decreasing the scope of work and funds to be paid at anytime or from withholding a stipulated amount from the final payment otherwise due the Contractor in the event that other provisions appearing herein will require and authorize such retention.

ARTICLE 4- LIQUIDATED DAMAGES

1. Liquidated damages for failure to comply with timelines.

Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not substantially complete within the time specified above. They also recognize that delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the work is not complete on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Owner FIFTEEN HUNDRED DOLLARS (\$1,500.00) a day for each day that expires after the date of substantial completion until the Work is substantially complete.

For the reasons set forth above, if after Substantial Completion the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension granted thereof by Owner, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Owner FIFTEEN HUNDRED DOLLARS (\$1,500.00) a day for each day that expires after the time specified for completion and readiness for final payment.

2. Liquidated damages for failure to comply with MWBE requirements.

Additionally, where Owner determines in its sole discretion that Contractor is not in compliance with the requirements of the Agreement, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Agreement, Contractor shall be obligated to pay liquidated damages to Owner. Such liquidated damages shall be calculated as an amount equaling the difference between:

- a. all sums identified for payment to MWBEs had Contractor achieved the contractual MWBE goals; and
- b. all sums actually paid to MWBEs for work performed or materials supplied under the Agreement.

Owner may withhold any liquidated damages for failure to comply with MWBE requirements from any applications for payment submitted by Contractor at Owner's sole discretion. If Owner determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by Owner, Contractor shall pay such liquidated damages to Owner within sixty (60) days after they are assessed.

ARTICLE 5- WITHHOLDING OF PAYMENTS

The County may withhold any payment, which the Project Engineer refuses to recommend, for work certified by Contractor as completed and not actually completed. The County may also withhold payment because of claims having been made against the County or liens filed in connection with the Work. The County may continue to withhold such payment until the claims have been settled and the liens discharged to County's satisfaction.

ARTICLE 6- CONTRACT DOCUMENTS

This Contract and the Bid Documents comprise the entire Contract between the County and Contractor concerning the Work and consist of the following:

1. The Contract;
2. Exhibits to the Contract as follows:
 - a. Exhibit "A", Former Beech-Nut Plant Demolition Bid Documents dated September 16, 2022;

- b. Exhibit "B", Bid Proposal;
- c. Exhibit "C", EPA Administrative order for Removal, Site Evaluation

The Exhibits set forth above are specifically identified and made a part hereof and are incorporated herein by reference within the bid package.

ARTICLE 7- WARRANTY

1. Contractor shall warrant to the County as follows:

- a. The materials, components and equipment provided under the contract by the Contractor and its subcontractors shall be of good quality and shall be new unless otherwise required by the specifications;
- b. That the work of Contractor and its subcontractors will be free from defects except defects which are solely due to the specifications; and
- c. That the Work will conform to the specifications.

ARTICLE 8 - SUBCONTRACTORS

With the written consent of the County, the Contractor may use one or more subcontractors. The Contractor shall not use any subcontractor to which County has objected.

Contractor shall be responsible for the work, acts and omissions of its subcontractors.

ARTICLE 9 - LIABILITY POLICY/BONDS

Prior to the commencement of any of the Work, the Contractor shall provide the County with a copy of its liability insurance policy. If the Contractor fails to submit said policy then the Contractor shall provide a 100% performance bond and a 100% labor/materials payment bond. Both bonds shall be from sureties acceptable to County and, if signed by an agent, shall be accompanied by a certified copy of the agent's authority.

ARTICLE 10- INSURANCE

1. The Contractor shall have in effect, and shall provide certificates of insurance to evidence same, the following insurance policies and coverages:

- a. Workers compensation insurance as required by law and including employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per

occurrence/Two Million Dollars (\$2,000,000) aggregate and disability benefits insurance as may be required by law.

- b. Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, one million dollars (\$1,000,000) each occurrence/two million dollars (\$2,000,000) general aggregate and Five Million Dollars (\$ 5,000,000.0) of Excess insurance.
- c. Vehicle liability including owned, non-owned and hired vehicles and all other vehicles with the following limits of coverage: one million dollars (\$1,000,000) each occurrence and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage liability and \$5,000,000.00 Excess insurance.
- d. All certificates of insurance are to provide that the insurance evidenced by the certificate shall not be cancelled or materially altered except after thirty (30) day's prior written notice.
- e. Montgomery County, the EPA, the Village of Canajoharie and LiRo Engineers, Inc. and the commissioners, officers, agents and employees of each such entity, shall be named as additional insureds on all required insurance policies.
- f. All policies are to be written by insurance companies authorized to do business in the State of New York and which are acceptable to the County.

ARTICLE 11 – COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW

The work performed by the Contractor, and any materials and components provided by Contractor, shall comply with all applicable federal, state, and local laws, codes and regulations.

In the event any specification or other work requirements is deemed by Contractor to be inconsistent with sound design, safety or other practices, Contractor shall in writing promptly notify the Project Engineer.

Contractor shall submit all necessary documentation to the Project Engineer to satisfy the requirement for any required building permit or other permits and approvals and inspections.

ARTICLE 12 – SAFETY AND WORK SITE

The Contractor shall be responsible for providing, maintaining and supervising reasonable safety precautions and programs in connections with the performance of its work. Such precautions and programs shall provide reasonable protection to prevent damage or injury to employees of the Contractor, all subcontractors, employees of other, other persons on or near the project site, the work and materials and equipment to be incorporated into the project and other property at the project site or near the project site.

The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all other physical hazards shall be guarded in accordance with the safety provisions of federal, state or municipal laws or regulations. Upon completion of operations on each workday, the Contractor shall remove all rubbish, debris and other waste from the buildings and grounds of the Site. All premises shall be left in a neat, clean and acceptable condition. No litter, debris or Solid Waste of any kind shall be allowed to accumulate overnight in any portion of the Site. If no electricity is available at the site, the Contractor shall provide all electricity needed for the project. Any temporary electrical and lighting services shall have weatherproof enclosures and shall be ground fault protected. The Contractor shall also provide all temporary water needed for the project, included for any shower decontamination unit, portable toilet facilities, and temporary drinking water.

ARTICLE 13 – INDEMNIFICATION AND LIABILITY

Contractor shall indemnify, hold harmless and defend Montgomery County, the EPA, the Village of Canajoharie and LiRo Engineers, Inc., its agents, officers and employees against all claims, liability, demands, losses arising out of injury to property or persons, including death, any causes of action, damages, lawsuits judgments, and any claim based on any statute, law, ordinance, code, or regulation arising out of, relating to, or sustained in connection with the Contractor's provision of services under this Contract including any liability related to transport and disposal of asbestos materials. This includes any and all attorneys' fees costs and expenses associated with the foregoing. The Contractor agrees to accept exclusive responsibility and liability for complying with all applicable state and federal laws, and all codes, regulations, statutes, and ordinances governing self-employed individuals including, without limitation, obligations regarding payment of quarterly taxes, social security, disability and any other contributions based on the fees paid to the Contractor under this Contract. The Contractor agrees to reimburse, indemnify, defend and hold harmless the County to the extent that the County becomes obligated to pay any of the above taxes, contributions, or payments, or to the extent the County incurs any similar liabilities.

The County shall not be liable to the Contractor for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Contract, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the Contractor has been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, and any and all other torts. If the Contractor is comprised of more than one (1) individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable for Contract obligations.

ARTICLE 14 – THE COUNTY'S RIGHT TO REJECT WORK, STOP WORK OR COMPLETE WORK

If the Project Engineer determines that Contractor is not performing its work in accordance with the Contract requirements, upon the recommendation of the Project Engineer, the County may,

by written order, direct Contractor to stop its work or any portion thereof, and to correct such work. If Contractor refuses or neglects to commence to correct such work within three (3) days of the written notice or within such other time period as the Project Engineer may recommend, the County may correct such work and deduct the cost of correcting such work from amount due to the Contractor, in addition to any other remedies which the County may have.

The County may reject work that does not conform to this Contract or to the specifications.

Article 15- SUSPENSION FOR CONVENIENCE OF THE COUNTY

Without cause, the County may, in writing, direct Contractor to suspend its work for a specified period of time. If the County does so, an adjustment shall be made in the contract price for increases in the costs to Contractor of performing the contract so that the Contractor is reasonably and fairly compensated.

Article 16- TERMINATION

The Contractor may terminate the contract if the work is stopped or Contractor is prevented from performing the contract for a period of thirty (30) days through no act, omission or fault of Contractor or of any of its subcontractors or their officers, agents and employees, provided such stoppage or such prevention is due to any of the following reasons or causes:

- a. Order of a court or other public authority;
- b. Because the Project Engineer has not performed an act or duty he is required to perform;
- c. Because the County has not performed an act or duty it is required to perform;
- d. Because of a substantial breach of this contract by the County.

The County may terminate this Contract for the following reasons or causes:

- a. The Contractor refuses or fails to provide enough skilled workers or materials to perform the work in a timely manner;
- b. The Contractor fails to make any required payment to any of its subcontractors;
- c. The Contractor is performing work in violation of federal, state or local law, code or regulation;
- d. The Contractor is in material breach of provision of the Contract.

Article 17- DISPUTES

In the event of a claim or dispute between the Contractor and the County, the parties shall make reasonable efforts to have such claim or dispute decided by the Project Engineer. In the event the decision of the Project Engineer does not satisfactorily resolve such claim or dispute, the exclusive means of disposing of any dispute arising under this Contract shall be decided in a New York State Court of competent jurisdiction located within Montgomery County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Contractor shall proceed diligently with performing the terms of this Agreement. The Contractor waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

Article 18- **INDEPENDENT Contractor**

The Parties agree that the Contractor is engaged as an independent contractor to the County. Nothing contained in this Contract will be construed to create the relationship of employer and employee, principal and agent, partnership, joint venture, or any other fiduciary relationship. The Contractor is not, shall not, and has no authority to act as an agent or representative of the County and has no authority to bind the County in any manner. The Contractor shall make no claim for, nor shall be entitled to, Workers' Compensation coverage, medical and unemployment benefits, Social Security or retirement membership benefits from the County. The Contractor further agrees that the County shall not be liable for any payroll deductions, including but not limited to, U.S. Social Security taxes, Federal and/or State withholding taxes. The Contractor agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals including obligations such as payment of quarterly taxes, social security, disability and other contributions based on the fees paid to the Contractor under this Contract. The Contractor agrees to indemnify and hold the County harmless to the extent that they become obligated to pay any of the above taxes or incurs any similar liabilities.

Article 19- **NON-DISCRIMINATION:** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, familial status, marital status or domestic violence victim status, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation in terms, conditions or privileges of employment or make any inquiry into prospective employment which expresses, indirectly or directly any limitation specification or discrimination based on the foregoing characteristics.

ARTICLE 20- **MISC. PROVISIONS**

- a. Subsequent to the execution of this Contract and before any work takes place on the project, a pre construction meeting shall take place between the County and the Contractor.

- b. The Contractor shall keep the project site free from scrap and waste materials and trash caused by the Contractor's work and the work of its subcontractors. After the Contractor has completed its work, the Contractor shall remove from the project site all of its waste materials, scraps, trash, equipment, materials and the like.
- c. There shall be a progress meeting once a week between Contractor and County to discuss the status of the Work and any anticipated delays or problems.
- d. Neither party may assign this Contract or any of the rights under it, nor subcontract any work to be performed under it, without the prior written consent of the other party.
- e. A waiver by a party of any breach or provision of this Contract shall not be construed to be a waiver by such party of any other breach or provisions.
- f. The paragraph headings of this Contract are for the convenience of the parties only.
- g. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision.
- h. This Contract contains the entire agreement of the parties and may not be changed orally. All changes must be in writing and signed by the party agreeing to the change.

ARTICLE 18- PROVISIONS REQUIRED BY THE NEW YORK GENERAL MUNICIPAL LAW

WORKER'S COMPENSATION INSURANCE ON PUBLIC WORKS (this clause is required by General Municipal Law Section 108): This Contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, employees for which compensation is required to be secured, in compliance with the provisions of the workers' compensation law.

ASSIGNMENT OF PUBLIC CONTRACTS (this clause is required by General Municipal Law Section 109): contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract, or of his right, title, or interest herein, or his power to execute this contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

ARTICLE 19 - REQUIREMENTS FOR UTILIZATION OF MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

1. Contractor agrees, in addition to any other nondiscrimination provision of the Contract, and at no additional cost to Owner, to fully comply and cooperate with Owner in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State Certified minority and women-owned business enterprises (“MWBEs”). CONSULTANTS’ demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state, or local laws.
2. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility and/or a breach of this Agreement, withholding of funds, liquidated damages as set forth herein, and/or enforcement proceedings as allowed by the Agreement and applicable law.
3. Owner hereby establishes an overall goal of 30% for MWBE participation: 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of MBEs and WBEs). The total contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under this CONTRACT.
4. For purposes of providing meaningful participation by MWBEs on the Agreement and achieving the Agreement Goals established herein, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>
MWBE Regulations are located at 5 NYCRR §§ 140 – 145.
5. In accordance with 5 NYCRR § 142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subconsultants or suppliers in the performance of the CONTRACT and ensure that the MWBEs utilized under the Agreement perform commercially useful functions. Pursuant to 5 NYCRR § 140.1(f), an MWBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, an MWBE must, where applicable and in accordance with any State Agency specifications, also be responsible, with respect to materials and supplies used on the contract, for ordering and negotiating price, determining quality and quantity, and installing. An MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation. Owner will assess whether an MWBE is performing a commercially useful function by considering the following:
 - a. the amount of work subcontracted;
 - b. industry practices;

- c. whether the amount the MWBE is to be paid under the contract is commensurate with the work it is to perform;
 - d. the credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and
 - e. any other relevant factors.
6. Contractor agrees to submit an MWBE Utilization Plan in the New York State Contract System (“NYSCS”) to Owner and will follow such Plan for the performance of MWBEs on the Agreement pursuant to the prescribed MWBE goals set forth above.
 7. Contractor further certifies that the MWBEs included in its Utilization Plan will perform commercially useful functions under the Agreement. Contractor understands that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Contractor further understands and agrees that MWBEs that do not perform commercially useful functions may not be counted as meeting the MWBE goals of this Agreement.
 8. By entering into the Agreement, Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Agreement, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.
 9. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, Owner shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor in default and breach of contract.
 10. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Compliance to Owner during the term of the Agreement for the preceding month’s activity, documenting progress made towards achievement of the Agreement MWBE goals. Owner requires that all Contractors use the NYSCS to report subconsultant and supplier payments made by Contractor to MWBEs performing commercially useful functions under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>.

Dated: _____, 2022

Montgomery County

By: _____
Signature

Dated: _____, 2022

Contractor:

By: _____
Signature

FORMER BEECH-NUT PLANT DEMOLITION
MONTGOMERY COUNTY
CANAJOHARIE, NEW YORK

16 September 2022

**E.S.D. AND OWNER REQUIRED DOCUMENTS
TO BE SUBMITTED WITH BID**

NOTICE TO BIDDERS

Montgomery County and the Village of Canajoharie will finance this project using grant funding provided by the Empire State Development (“ESD”) and ESD’s Non-Discrimination and Contractor and Supplier Diversity policies will apply. All contractors will be required to comply with the provisions of New York State Executive Law, Article 15-A and the rules and regulations set forth in 5 NYCRR §142-144. These policies are intended to promote and encourage participation by certified Minority-and Women-owned Businesses (“MWBE”) in state contracting opportunities.

Contractors must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this project. If this project does not satisfy the MWBE requirements, a waiver request must be submitted along with documentation demonstrating good faith efforts (see included GFE Definition Sheet). All contractors should reference the directory of New York State Certified M/WBEs at the following website:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

CONTRACT GOAL

Montgomery County and the Village of Canajoharie, NYS funded portions of the project only, requires an overall **30%** Minority-and Women-owned Participation Goal by the contractors and subcontractors on this project.

MBE – is defined as any United States business wherein the minority group member(s) or stockholder(s) have at least 51% ownership interest in the business and possess control over management, capital and earnings. A minority classification is characterized as a person of Black, Hispanic, Asian or Pacific Islander, or American Indian or Alaskan Native descent. MBE certification must be with New York State Division of Minority-and Women-owned Business Development.

WBE – is defined as any United States business wherein the women group member(s) or stockholder(s) have at least 51% ownership interest in the business and possess control over management, capital and earnings. WBE certification must be with New York State Division of Minority and Women Owned Business Development.

M/WBE COMPLIANCE DOCUMENTATION

To comply with your contract and the applicable regulations, your company will be required to prepare, maintain and submit the following documentation and forms on a regular and timely basis. All required documentation must be submitted to {insert responsible party}.

Utilization Plan (OCSD-4)

This Plan must be completed to identify the subcontracting opportunities to Minority- and Women-Owned Enterprises. This Plan must be submitted with any bid, proposal, or proposed negotiated contract.

Monthly Workforce Utilization Report (OCSD-3)

The Workforce Utilization Report ("Report") is to be submitted on a monthly basis for construction contracts during the life of the contract to report the actual workforce utilized in the performance of the contract broken down by job title. The prime contractor is responsible for submitting the reports of its subcontractors as well as its own. Reports are to be submitted electronically, using the provided Report worksheet within ten (10) days of the end of each month.

Quarterly MWBE Compliance and Payment Report (OCSD-6)

The Payment Report is completed by the prime contractor on a quarterly basis, identifying payments made to all M/WBE subcontractor(s) and supplier(s)/vendor(s) ONLY. This report must be submitted to {insert name of responsible party} within [five] (5) days of the end of each quarter.

GOOD FAITH CLAUSE

Contractors must document their good faith efforts toward utilizing certified Minority- and Women-Owned Business Enterprises, including but not limited to, those identified within a participation plan. (For guidance on how ESD will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.)

Such documented efforts, shall include, at a minimum:

- (1) Copies of its solicitations of certified minority- and women-owned business enterprises and any responses thereto;
- (2) If responses to the contractor's solicitations were received, but a certified minority- or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;
- (3) Copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
- (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority- and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals.



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, _____ (CONTRACTOR OR GRANT REPRESENTATIVE),

the _____ (GRANTEE/COMPANY NAME)

agree to adopt the following policies with respect to the project being developed or services rendered at
_____.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (c) At the request of the ESD, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) Organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The organization and its sub-vendors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) The organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this contract.

MWBE PARTICIPATION (MWBE)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

- (2) Request a list of State-certified M/WBEs from ESD's Office of Contractor and Supplier Diversity ("OCSD") and solicit bids from the listed vendors directly. OCSD may be reached via email at OCSD@ESD.NY.GOV.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

SDVOB PARTICIPATION (SDVOB)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the SDVOB contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified SDVOBs, including solicitations to contractor associations.
- (2) Request a list of State-certified SDVOBs from ESD's Office of Contractor and Supplier Diversity ("OCSD") and solicit bids from the listed vendors directly. OCSD may be reached via email at OCSD@ESD.NY.GOV.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective SDVOBs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by SDVOBs and encourage the formation of joint venture and other partnerships among SDVOB contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to SDVOBs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting SDVOB contract participation goals.
- (6) Ensure that progress payments to SDVOBs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage SDVOB participation.

Agreed on this _____ day of _____ 20_____.

By: _____
(SIGNATURE)

Print Name: _____

Title:



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Minority & Women-owned Business Enterprise-Equal Employment Opportunity Liaison

_____ (name of designated contractor/grantee liaison) is designated as the Minority and Women-owned Business Enterprise Liaison responsible for administering the Minority and Women-owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

_____ % **TOTAL/OVERALL M/WBE Participation Goal**

EEO Contract Goals

NOT APPLICABLE % Minority Labor Force Participation

NOT APPLICABLE % Female Labor Force Participation

SDVOB Contract Goals

_____ % Service Disabled Veteran Business Participation

(Signature of Contractor's Authorized Representative)

*Name: _____

*Company: _____

*Title: _____

*Phone: _____

*Fax: _____

*Address: _____



OCSD-2

(REQUIRED ONLY OF CONTRACTS VALUED AT \$250,000 OR MORE)

Submit with Bid or Proposal – Instructions on page 2

Contract No.:	Project Location:	Report includes Prime Contractor/Subcontractors: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor Subcontractor Name(s):
Contract Name / Details:		
Company Name: Company Address and Contract Details:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification											
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)	Veteran (M) (F)
Officials/Administrators															
Professionals															
Technicians															
Sales Workers															
Office/Clerical															
Craft Workers															
Laborers															
Service Workers															
Temporary /Apprentices															
Totals															

PREPARED BY (Signature): DATE:	NAME: TITLE: TELEPHONE:	ALTERNATE TEL: EMAIL: OTHER:
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OCSD-2

STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT \$250,000 OR MORE)

General Instructions: All Contractors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (Form OCSD-2) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form for the contractor's and/or Subcontractor's total work force.

Instructions:

1. Enter the Contract or Solicitation number that this report applies to along with the name and address of your company or organization.
2. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Contractor's total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name and contact details of the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION:

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- o **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- o **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- o **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- o **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- o **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES:

- o **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- o **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- o **GENDER** Male or Female

OCSO-3

Reports must be submitted electronically in excel format only to OCSO@ed.ny.gov within ten (10) days following the end of each month or quarter, whichever is applicable. Please contact your ESD representative for a fillable version of this form.

*Please Note: If completing this form for an ESD grant, gross wage data information is not required.

Reporting Entity ☒ Contractor ☐ Subcontractor

FEIN

Contractor Name

Contractor Address

Contract Number

Reporting Period - Select One

☐ January 1 - March 31 ☐ April 1 - June 30

☐ July 1 - September 30 ☐ October 1 - December 31

Reporting Month - Select One

☐ January ☐ February ☐ March

☐ April ☐ May ☐ June

☐ July ☐ August ☐ September

☐ October ☐ November ☐ December

Workforce Identified In Report

☐ All Workforce Utilized in Performance of Contract

☐ Contractor/Subcontractor's Total Workforce

Preparer's Name:

Preparer's Title:

Date:

By checking this box, I certify that I personally completed this document and I adopt the name typed above as my electronic signature under the NY Electronic Signature and Records Act, with the legal force and effect as if I had physically signed the document.

I check this box to request that the material included herein be withheld from disclosure pursuant to Article 6 of the Public Officers Law (Freedom of Information Law)

Occupation Classifications (SOC Major Group)	SOC Job Title	EEO Job Title	SOC Job Code	Number of Employees and Hours Worked by Race/Ethnic Identification During Reporting Period																													
				White						Black/African American						Hispanic/Latino						Asian/Native Hawaiian or Other Pacific Islander						Native American/Alaskan Native					
				Male			Female			Male			Female			Male			Female			Male			Female			Male			Female		
				No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours	Gross Wages*			
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INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE and SDVOB Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) and/or Service Disabled Veteran Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

* indicates mandatory fields

* Contractor Name: _____

Address: _____

* Representative Name: _____

Town, State & Zip: _____

* Phone: _____

* ESD Contract/Project Number: _____

* Fax: _____

RFP/RFQ/Solicitation Number: _____

* Email: _____

* MWBE Goal: MBE _____% + WBE _____% = MWBE GOAL _____%

* Total Dollar Value of Contract/Grant: \$ _____

* SDVOB Goal: _____%

1. * Certified MWBE or SDVOB Firm Name, Contact Person's Name, Address, Phone and Email.	2. * Check All That Apply	3. * Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary, Attach Contract if available)	5. Dollar Value of Contract (if unavailable or yet undetermined, indicate \$1)
A.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			
B.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			



OCSD-4

6. If unable to fully meet the MWBE and/or SDVOB goals set forth in the contract, the Contractor must submit a Waiver Request form, which may be obtained from the Office of Contractor and Supplier Diversity, at OCSD@ESD.NY.GOV.

PREPARED BY (Signature): _____ DATE: _____

Preparer's Name (Print or Type): _____

Preparer's Title: _____

Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE AND SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW ARTICLES 15-A AND 17-B, 5 NYCRR PART 143, 9 NYCRR PART 252, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

The MWBE Certification status of the firms listed on this form **MUST** be verified using the New York State Contract System's Directory of Certified Minority and Women-owned Business Enterprises.

This directory is available at <https://ny.newnycontracts.com>.

The SDVOB Certification status of the firms listed on this form **MUST** be verified using the Directory of New York State Certified Service-Disabled Veteran-Owned Businesses.

This directory is available at <https://online.ogs.ny.gov/SDVOB/search>.

TELEPHONE NO.:

EMAIL ADDRESS:

**** FOR OCSD USE ONLY ****

REVIEWED BY:

DATE:

UTILIZATION PLAN APPROVED?

☐ YES ☐ NO Date:

Contract No.:

Project No. (if applicable):

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

Description of Work:

NOTICE OF DEFICIENCY ISSUED?

☐ YES ☐ NO Date of Issue:

NOTICE OF ACCEPTANCE ISSUED?

☐ YES ☐ NO Date of Issue:



Waiver Applicant

Contractor Name:	Fed ID No.:
Full Address:	Contract / RFP Number:
Project Details (Contract Name, Project Location):	Have you Previously submitted a Waiver Request? (YES/NO)

By submitting this form and the required information, the Contractor certifies that every "Good Faith Effort" has been taken to promote MWBE participation pursuant to the MWBE requirements set forth under the contract. Review 5 NYCRR §142.8, Contractor's Good Faith Efforts, on pages three and four of this form for the precise definition of "Good Faith Effort". Failure to adequately demonstrate Good Faith Efforts will result in a denial of your Waiver Request. It is the Contractor's responsibility to ensure that adequate, clear and complete information is presented to the Office of Contractor and Supplier Diversity (OCSD).

***CURRENT CONTRACT VALUE: \$**

***CURRENT MBE & WBE GOALS:**

MBE: _____% + WBE: _____% = **OVERALL MWBE GOAL: _____%**

INDICATE ONLY THE OVERALL MWBE GOAL IF SPECIFIC MBE AND WBE GOALS WERE NOT ASSIGNED.

***CONTRACTOR IS REQUESTING :**

- ☐ **MBE Waiver** – A waiver of the MBE Goal for this procurement is requested.
CURRENT MBE GOAL: _____%
REQUESTED MBE GOAL: _____%
- ☐ **WBE Waiver** – A waiver of the WBE Goal for this procurement is requested.
CURRENT WBE GOAL: _____%
REQUESTED WBE GOAL: _____%
- ☐ **OVERALL MWBE Waiver** – A waiver of the MWBE Goal for this procurement is requested.
CURRENT OVERALL MWBE GOAL: _____%
REQUESTED MWBE GOAL: _____%

PREPARED BY (Signature): _____ Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT THAT IT HAS MADE GOOD FAITH EFFORTS, PURSUANT TO 5 NYCRR §142.8, TO INCLUDE THE PARTICIPATION OF NEW YORK STATE CERTIFIED MINORITY AND WOMEN OWNED BUSINESSES IN THE ABOVE PROJECT OR CONTRACT. CONTRACTOR HEREBY AGREES TO PROVIDE ANY AND ALL RELEVANT DOCUMENTATION IN SUPPORT OF THE DEMONSTRATION OF ITS GOOD FAITH EFFORTS AND ACKNOWLEDGES THAT IT HAS PROVIDED WITH THIS WAIVER REQUEST ALL AVAILABLE DOCUMENTATION SUPPORTING ITS GOOD FAITH EFFORTS.

***Name and Title of Preparer:**

***Telephone Number:**

***Email:**



	***** FOR M/WBE USE ONLY *****	
	REVIEWED BY:	DATE:
	<div>Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/></div> <div><input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver</div> <div><input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional</div> <div><input type="checkbox"/> Notice of Deficiency Issued _____</div> <div>* <u>Comments:</u></div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div>	

Submit with the bid or proposal or if submitting after award submit to:

**Empire State Development Corporation
Office of Contractor and Supplier Diversity
633 Third Avenue, 33rd Floor
New York, New York 10017**



5 NYCRR §142.8 - Contractor's Good Faith Efforts

- (a) Contractors must document their good faith efforts toward utilizing certified minority- and women-owned business enterprises, including but not limited to, those identified within a utilization plan. Such documented efforts, shall include, at a minimum:
 - (1) Copies of its solicitations of certified minority- and women-owned business enterprises and any responses thereto;
 - (2) If responses to the contractor's solicitations were received, but a certified minority- or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;
 - (3) Copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
 - (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority- and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
 - (5) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority- and women-owned business enterprises.
- (b) In addition to the information provided by the contractor in subdivision (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:
 - (1) where applicable, whether the contractor submitted an amended utilization plan consistent with the subcontract or supplier opportunities in the contract;
 - (2) the number of certified minority- and women-owned business enterprises in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
 - (3) the actions taken by the contractor to contact and assess the ability of certified minority- and women-owned business enterprises located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
 - (4) whether the contractor provided relevant plans, specifications or terms and conditions to certified minority- and women-owned business enterprises sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
 - (5) the terms and conditions of any subcontract or provision of suppliers offered to certified minority- or women-owned business enterprises and a comparison of such terms and conditions with those offered in the ordinary course of the contractor's business and to other subcontractors or suppliers of the contractor;
 - (6) whether the contractor offered to make up any inability to comply with the certified minority- and women-owned business enterprises goals in the subject State contract in other State contracts being performed or awarded to the contractor;



-
- (7) the extent to which contractor's own actions, including but not limited to, any failure by contractor to discharge contractor's duties pursuant to this Part or article 15-A of the Executive Law, contributed to contractor's inability to meet the maximum feasible portion of the contract goals;
 - (8) whether the contractor knowingly utilized one or more certified minority- and/or women-owned business enterprises, in the performance of the subject State contract, that contractor knew or reasonably should have known could not perform a commercially useful function.
 - (9) whether the contractor submitted compliance reports pursuant to section 142.11 of this Part, which identified certified minority- and/or women-owned business enterprises that contractor knew or reasonably should have known did not perform a commercially useful function on a State contract on which goals were assigned pursuant to section 142.2 of this Part. and
 - (10) any other information that is relevant or appropriate to determining whether the contractor has demonstrated a good faith effort.



Empire State
Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCS-6

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

CONTRACTOR/GRANTEE: _____
ADDRESS: _____
TOWN/COUNTY/ZIP: _____
CONTACT PERSON: _____
TELEPHONE: _____
EMAIL: _____

ESD OCS-6 REPRESENTATIVE: _____
CONTRACT/PROJECT NAME: _____
CONTRACT/PROJECT #: _____
PROJECT START DATE: _____
PERCENT COMPLETE: _____
ACTUAL COMPLETION DATE: _____

REPORTING PERIOD: ☐ Monthly for the Month of:

☐ Quarterly (Check Applicable):

☐ Quarter 1 (4/1-6/30) | ☐ Quarter 2 (7/1-9/30) | ☐ Quarter 3 (10/1-12/31) | ☐ Quarter 4 (1/1-3/31)

Attach MWBE and SDVOB executed contracts, final lien waivers and cancelled checks as proof of payment to the identified MWBEs and SDVOBs.

. This report should be completed and signed by an officer of the Reporting Company. Attach additional sheets if necessary.

PRIME CONTRACTOR, if different from above (Name, Address, Contact Person, Title and Phone # with area code)	PRIME CONTRACT AMOUNT	MWBE or SDVOB SUBCONTRACTOR (Name, Address, Contact Person, Title and Phone # with area code)	NYS CERTIFICATION (Check One)	DESCRIPTION OF SERVICES	CONTRACT AMOUNT	PAYMENTS PREVIOUSLY REPORTED	PAYMENTS ON CURRENT REPORT	TOTAL PAYMENTS TO DATE
	\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$	\$	\$	\$
	\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$	\$	\$	\$
	\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$	\$	\$	\$

CERTIFICATION: I, _____ (Print Name), the _____ (Title) of the Reporting Company above, do
certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

SIGNATURE: _____ DATE: _____

Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.



**Empire State
Development**

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-6

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

SUBMIT REPORT TO: Office of Contractor and Supplier Diversity
Empire State Development
633 Third Avenue, 35th Floor
New York, NY 10017

Completed forms may be emailed directly to OCSD at ocsd@esd.ny.gov. All email submissions must include the name and contact information of the individual or firm submitting the information.

QUESTIONS? Please contact the OCSD's Project Managers or email the office at ocsd@esd.ny.gov.

Danah Alexander (212) 803-3244 Danah.Alexander@esd.ny.gov	Geraldine Ford (716) 846-8205 Geraldine.Ford@esd.ny.gov	Denise Ross (212) 803-3226 Denise.Ross@esd.ny.gov	Edwina Telemaque (212) 803-3109 Edwina.Telemaque@esd.ny.gov	Jazmin Thomas (212) 803-3571 Jazmin.Thomas@esd.ny.gov
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REGIONS :

North Country Mohawk Valley Brooklyn, Bronx Queens and Long Island ESD Subsidiaries – AYCDC, HCDC, MSDC	Finger Lakes Western New York ESD Subsidiaries – ECHDC, USA Niagara	Capital District Mid-Hudson Manhattan Staten Island	DED Procurement Contracts Central NY Southern Tier	ESD Procurement Contracts ESD Subsidiaries – CCDC, QWDC
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Attachment

Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at:

http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and

functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions below and including the responses with their bid/proposal:

Are you a bidder/proposer that is a NYS-certified SDVOB? ☐ Yes ☐ No If yes, what is your DSDVBD Control #?

Will NYS-certified SDVOBs be used in the performance of this contract? ☐ Yes ☐ No

If yes, identify the NYS-certified SDVOBs that will be used below (If more than 4 identified, please attach an additional form):

NYS-Certified SDVOB 1:

Name			
<input type="text"/>			
Address			
<input type="text"/>			
Control #	Contract #	Total % Work Performed	\$ Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Nature of Participation			
<input type="text"/>			

NYS-Certified SDVOB 3:

Name			
<input type="text"/>			
Address			
<input type="text"/>			
Control #	Contract #	Total % Work Performed	\$ Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Nature of Participation			
<input type="text"/>			

NYS-Certified SDVOB 2:

Name			
<input type="text"/>			
Address			
<input type="text"/>			
Control #	Contract #	Total % Work Performed	\$ Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Nature of Participation			
<input type="text"/>			

NYS-Certified SDVOB 4:

Name			
<input type="text"/>			
Address			
<input type="text"/>			
Control #	Contract #	Total % Work Performed	\$ Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Nature of Participation			
<input type="text"/>			

Contractor will report on **actual** participation by each SDVOB during the term of the contract to the contracting agency/authority on a quarterly basis according to policies and procedures set by the contracting agency/authority.

NOTE: Information about set asides for SDVOB participation in public procurement can be found at: <http://www.ogs.ny.gov/Core/SDVOBA.asp>, which provides guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name*</u>		<u>EIN</u> (Enter 9 digits, without hyphen)		
		<u>New York State Vendor Identification Number</u>		
		Telephone ext.	Fax	
E-mail		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.	Fax	
Title		Email		
Additional Business Entity Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , <u>Other Identity</u> , or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS		
1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:		
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)	Date of Incorporation	
b) <input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date Organized	
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration	
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established	
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?	
g) <input type="checkbox"/> Other	Date Established	

* All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at <http://www.osc.state.ny.us/vendrep/documents/definitions.pdf>.

Note: THESE TERMS MAY NOT HAVE THEIR ORDINARY, COMMON OR TRADITIONAL MEANINGS. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. BY SUBMITTING THIS QUESTIONNAIRE, THE VENDOR AGREES TO BE BOUND BY THE TERMS AS DEFINED IN THE "NEW YORK STATE VENDOR RESPONSIBILITY DEFINITIONS LIST" as it existed at the time of certification.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

I. BUSINESS CHARACTERISTICS

If Other, explain:

1.1 Was the Business Entity formed in New York State? ☐ Yes ☐ No

If "No" indicate jurisdiction where the Business Entity was formed:

☐ United States State

☐ Other Country

1.2 Is the Business Entity currently registered to do business in New York State? ☐ Yes ☐ No
Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership ☐ Not Required

If "No," explain why the Business Entity is not required to be registered to do business in New York State:

1.3 Is the responding Business Entity a Joint Venture? Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture. ☐ Yes ☐ No

1.4 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain an office in New York State? ☐ Yes ☐ No
(Select "N/A" if Principal Place of Business is in New York State.) ☐ N/A

If "Yes," provide the address and telephone number for one office located in New York State.

1.5 Is the Business Entity a New York State certified Minority-Owned Business Enterprise, or Women-Owned Business Enterprise, or New York State Small Business, or federally certified Disadvantaged Business Enterprise? ☐ Yes ☐ No

If "Yes," check all that apply:

☐ New York State certified Minority-Owned Business Enterprise (MBE)

☐ New York State certified Women-Owned Business Enterprise (WBE)

☐ New York State Small Business

☐ Federally certified Disadvantaged Business Enterprise (DBE)

1.6 Identify each person who is, or has been within the past five (5) years, a Business Entity Official or Principal Owner of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor.

Joint Ventures: Provide information for all firms involved.

(Attach additional pages if necessary.)

Name	Title	Percentage Ownership (Enter 0% if not applicable)	Employment Status with the Firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS

2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity or any of the individuals listed in question 1.6 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? ☐ Yes ☐ No

Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity

Firm/Company Address

Explain relationship with the firm and indicate percent ownership, if applicable (enter N/A, if not applicable):

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this firm? ☐ Yes ☐ No

Individual's Name	Position/Title with Firm/Company

2.1 Does the Business Entity have any construction-related affiliates not identified in the response to 2.0 above? ☐ Yes ☐ No

Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity

Affiliate Address

Explain relationship with the affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate? ☐ Yes ☐ No

Individual's Name	Position/Title with Firm/Company

2.2 Has the Business Entity participated in any construction Joint Ventures within the past three (3) years? ☐ Yes ☐ No
Attach additional pages if necessary.

Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

III. CONTRACT HISTORY

- 3.0 List the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/questionnaire/attachment_a.doc. If less than ten, include most recent subcontracts on projects up to that number.
- 3.1 List all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/questionnaire/attachment_b.doc.

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

- | | |
|--|--|
| 4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.1 Been subject to a denial or revocation of a government prequalification? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.2 Had any bid rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.3 Had a proposed subcontract rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.4 Had a low bid rejected on a <u>government contract</u> for failure to make <u>good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.6 Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

- | | |
|---|--|
| 5.0 Defaulted on or been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the <u>Business Entity</u> to enter into a formal monitoring agreement in connection with any <u>government contract</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.2 Had its surety called upon to complete any contract whether government or private sector? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of: (i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any <u>OSHA</u> citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of: <ul style="list-style-type: none"> • <u>Federal</u>, state or local health laws, rules or regulations; • <u>Federal</u>, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u>, state or local human rights laws; • <u>Federal</u>, state or local security laws? 	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with New York State been subject to:

8.0 A <u>sanction</u> imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 A criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 Misdemeanor or felony charge, indictment or conviction for: (i.) Any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 A <u>debarment</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory</u> performance assessment(s) from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>	
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>	
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> (not including UCC filings) over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? ☐ Yes ☐ No

If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project

b. Aggregate (All Projects)

9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:

1st Year (Indicate year)
Gross Sales

2nd Year (Indicate year)
Gross Sales

3rd Year (Indicate year)
Gross Sales

9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:

(Estimated total value of uncompleted work on outstanding contracts)

1st Year (Indicate year)
Amount

2nd Year (Indicate year)
Amount

3rd Year (Indicate year)
Amount

9.7 Attach Business Entity's annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at http://www.osc.state.ny.us/vendrep/documents/questionnaire/attachment_c.xls.

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☐ No

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.

Indicate the question number(s) and explain the basis for the claim.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20__;

_____ Notary Public

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

Vendor Name and Date: _____

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State ("NYS"), bidders/proposers for this ESD contract for commodities, services or technology are strongly encouraged and expected to consider NYS businesses in the fulfillment of the requirements of the contract. Such partnering may be as sub-contractors, suppliers, protégés or other supporting roles (herein collectively called "Subcontractors").

Bidders/proposers need to be aware that, if selected through this ESD solicitation, they will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive NYS Subcontractors in performing the contract, including without limitation: (i) purchasing commodities; and (ii) utilizing services and technology. Further, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its NYS business partners. NYS businesses will promote the contractor's optimal performance under the contract, thereby benefiting public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore encourages bidders/proposers to provide maximum assistance to NYS businesses in their use of the contract. The potential participation by all kinds of NYS businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of NYS businesses by responding to the questions below (negative responses will not adversely affect contract selection):

(A) Do you anticipate the need for Subcontractors fulfilling the requirements of this ESD contract? Yes ☐ No ☐

(B) Do you anticipate that NYS businesses will be used in the performance of this ESD contract as Subcontractors? Yes ☐ No ☐

NOTE: If the answer to question (B) is Yes, please identify NYS businesses that will be used and attach identifying information such as name, address, contact information, nature of business. Please also be prepared to provide ESD on a regular basis (at least quarterly) with the amounts paid to NY businesses.



ST-220-CA

(6/06)

Contractor name				For covered agency use only Contract number or description
Contractor's principal place of business		City	State	
Contractor's mailing address (if different than above)				Estimated contract value over the full term of contract (but not including renewals)
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number		Covered agency name		\$
Covered agency address				Covered agency telephone number

(title)

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
: _____ SS.:
COUNTY OF _____ }

On the ____ day of _____ in the year 20____, before me personally appeared _____,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_he resides at _____,

Town of _____,

County of _____,

State of _____; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the _____
of _____, the corporation described in said instrument; that, by authority of the Board
of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for
purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on
behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____
of _____, the partnership described in said instrument; that, by the terms of said
partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth
therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said
partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____,
LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument
on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed
the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited
liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?



Internet access: www.nystax.gov
(for information, forms, and publications)



Fax-on-demand forms: 1 800 748-3676



Telephone assistance is available from
8:00 A.M. to 5:00 P.M. (eastern time),
Monday through Friday. 1 800 698-2931

To order forms and publications: 1 800 462-8100

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications
device for the deaf (TDD) callers only): 1 800 634-2110



Persons with disabilities: In compliance with the
Americans with Disabilities Act, we will ensure that our lobbies,
offices, meeting rooms, and other facilities are accessible to
persons with disabilities. If you have questions about special
accommodations for persons with disabilities, please call 1 800 972-1233.

SEXUAL HARASSMENT PREVENTION POLICY AND TRAINING CERTIFICATION

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

Certification

The bidder certifies under the penalty of perjury that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of its employees in compliance with Department of Labor regulations.

Signature (Authorized) _____

Title _____

FORMER BEECH-NUT PLANT DEMOLITION
MONTGOMERY COUNTY
CANAJOHARIE, NEW YORK

16 September 2022

PREVAILING WAGE PROVISIONS
(PRC #2022010031)



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Montgomery County

Jason Colvin, Associate
690 Delaware Ave
Buffalo NY 14209

Schedule Year 2022 through 2023
Date Requested 08/29/2022
PRC# 2022010031

Location Former Beech-Nut Plant
Project ID#
Project Type Abatement and Demolition

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The **"Public Work Project"** notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyman's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, 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 (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Montgomery County

Jason Colvin, Associate
690 Delaware Ave
Buffalo NY 14209

Schedule Year 2022 through 2023
Date Requested 08/29/2022
PRC# 2022010031

Location Former Beech-Nut Plant
Project ID#
Project Type Abatement and Demolition

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires 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 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 job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.



Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
 - First offense: Up to \$2,500 per employee
 - Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
 - First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
 - Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:

<https://dol.ny.gov/public-work-and-prevailing-wage>

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Montgomery County General Construction

Boilermaker

08/01/2022

JOB DESCRIPTION Boilermaker

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

WAGES

Per hour

07/01/2022

01/01/2023

01/01/2024

Additional

Additional

Boilermaker

\$ 39.34

+ \$1.30

+ \$1.30

SUPPLEMENTAL BENEFITS

Per hour

07/01/2022

Journeyman

\$ 25.65

+ 1.24*

* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

Wages per hour

(1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
19.15	19.15	20.08	21.00	21.93	22.87	23.79	24.72
+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*

* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

1-197

Carpenter - Building

08/01/2022

JOB DESCRIPTION Carpenter - Building

DISTRICT 2

ENTIRE COUNTIES

Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour:

07/01/2022

07/01/2023

07/01/2024

07/01/2025

Additional

Additional

Additional

Carpenter

\$ 34.00

\$ 1.25

\$ 1.25

\$ 1.25

Floor Coverer

34.00

1.25

1.25

1.25

Carpet Layer

34.00

1.25

1.25

1.25

Dry-Wall

34.00

1.25

1.25

1.25

Diver-Wet Day

61.25

0.00

0.00

0.00

Diver-Dry Day

35.00

1.25

1.25

1.25

Diver Tender

35.00

1.25

1.25

1.25

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving/dock building work.
- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work

- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 80' no additional fee
 - 81' to 100' additional \$.50 per foot
 - 101' to 150' additional \$0.75 per foot
 - 151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.47

OVERTIME PAY

See (B, E, *E2, Q) on OVERTIME PAGE

* Note - Saturday is also payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

CARPENTER APPRENTICES

Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%

Supplemental Benefits per hour:

\$ 12.31	\$ 12.31	\$ 14.96	\$ 14.96	\$ 14.96
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PILEDRIIVER/DOCK BUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
55%*	60%*	70%*	80%*

*Pile Driver/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.

Supplemental Benefits per hour:

\$ 12.31	\$ 12.31	\$ 14.96	\$ 14.96
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LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

\$ 12.31	\$ 12.31	\$ 14.96	\$ 14.96
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ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- Certified welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-291B-Alb

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour:	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 33.08	\$ 2.25*	\$2.25*

*To be allocated at a later date

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.45

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyman's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

1st term	\$ 16.97
2nd term	17.41
3rd term	19.40
4th term	19.84

2-42AtSS

Carpenter - Heavy&Highway

08/01/2022

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
Carpenter	\$ 37.52	\$ 3.75*	\$ 4.00*
Piledriver	37.52	3.75*	4.00*
Diver-Wet Day	62.52	3.75*	4.00*
Diver-Dry Day	38.52	3.75*	4.00*
Diver-Tender	38.52	3.75*	4.00*

*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51'to 100' additional \$.50 per foot
 - 101'to 150' additional \$.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.80

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled work day before and after the Holiday.

- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES

CAPRENTER APPRENTICES

Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%

Supplemental Benefits per hour:

\$ 18.11	\$ 18.65	\$ 20.73	\$ 21.27	\$ 21.81
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PILEDRIIVER/DOCKBUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	80%	85%

Supplemental Benefits per hour:

\$ 18.11	\$ 18.65	\$ 21.27	\$ 21.81
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NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

2-291HH-Alb

Electrician

08/01/2022

JOB DESCRIPTION Electrician

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Greene: Portion of the County North of a line following the South limits of the City of Catskill in a westerly direction from the Hudson River to State Highway 23A. Then continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County.
Otsego: Only the Towns of Decatur and Worcester

WAGES

Per hour

	07/01/2022	06/01/2023
Electrician	\$ 45.00	\$ 47.12
Audio/Sound	45.00	47.12
Video	45.00	47.12
Tele-Data	45.00	47.12
Solar/ Photovoltaic	45.00	47.12

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

An additional 5% above rate when Journeymen are required to work as Lead(Pb) cable splicers.

An additional 10% above rate when Journeymen Welders are required to have ASME verification.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 29.24 +3% of wage	\$ 29.29 +3% of wage
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OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE

* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

For Projects Bid on or Prior to 05/31/2019

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST A FIVE (5) DAY DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 10%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 15%

For Projects Bid on or After 06/01/2019

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 17.3%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 31.4%

For Projects Bid on or After 09/01/2019

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS OF AT LEAST A FIVE (5) DAY DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 17.3%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 31.4%

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

REGISTERED APPRENTICES

Wages per hour

Terms at the following percentage of Journeyman's wage.

0-6mo	6-12mo	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Supplemental Benefits per hour worked

Apprentices indentured on or before 12/31/2018

0-12 month term \$ 14.66*
2-5th year term 29.24*

Apprentices indentured on or after 01/01/2019

0-12 month term \$ 14.66*
2nd year term 23.52*
3rd year term 24.66*
4th year term 25.81*
5th year term 29.24*

*Plus additional 3% of wage

1-236

Elevator Constructor

08/01/2022

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

WAGES

Per hour

07/01/2022

01/01/2023

Mechanic

\$ 50.78

\$ 53.02

Helper

70% of Mechanic
Wage Rate

70% of Mechanic
Wage Rate

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

***Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

07/01/2022

01/01/2023

Journeyman/Helper

\$ 36.885*

\$ 37.335*

(*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50%	55 %	65 %	70 %	80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyman/Helper

1-35

Glazier

08/01/2022

JOB DESCRIPTION Glazier

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour

	07/01/2022	05/01/2023 Additional	07/01/2023 Additional
Glazier Base Wage	\$ 31.86	+\$1.80	
+ additional \$4.05 per hour for all hours worked, not subject to overtime/premium			
High Work Base Wage*	34.01		+\$1.55
+ additional \$4.05 per hour for all hours worked, not subject to overtime/premium			

(*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
NOTE - In order to use the 4 Day/10 Hour Work schedule, as your normal schedule, you must submit an Employer Registration for Use of 4 Day/10 Hour Work Schedule, form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 21.75
Journeyman High Work	27.65

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

Premium is applied to the respective base wage only.

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT WORK OR SINGLE IRREGULAR SHIFTS STARTING BETWEEN THE HOURS LISTED BELOW:

4:00pm to 6:30am:	ADDITIONAL 12.5% TO APPLICABLE WAGE RATE AND SUPPLEMENTAL BENEFIT
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HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

REGISTERED APPRENTICES

Wages per hour

Apprentice Glazier 1500 hr. terms at the following percentage of Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$3.60 per hour for all hours worked for all terms			

Apprentice Glazier Hi-Work 1500 hr. terms at the following percentage of Journeymans Hi-Work base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$4.05 per hour for all hours worked for all terms			

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 18.08
2nd-4th term	21.75
Apprentice High Work	
1st term	21.28
2nd-4th term	27.65

Insulator - Heat & Frost

08/01/2022

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

Wages per hour	07/01/2022	05/01/2023 Additional	05/01/2024 Additional
Asbestos Worker*	\$ 38.40	+\$2.50	+\$2.00
Insulator*	38.40		
Firestopping Worker*	32.64		

(*)On Mechanical Systems only.

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 24.42

OVERTIME PAY

See (*B1, **Q) on OVERTIME PAGE

*B1=Double time begins after 10 hours on Saturday

**Q=Triple time on Labor Day if worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a holiday falls on Sunday the following Monday shall be observed as the holiday.

REGISTERED APPRENTICES

Wages per hour

one year terms at the following percentage of Journey person's wage.

1st	2nd	3rd	4th
60 %	70 %	80 %	90 %

Supplemental Benefits per hour worked:

Apprentices \$ 24.42

1-40

Ironworker

08/01/2022

JOB DESCRIPTION Ironworker

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worcester.

WAGES

Wages	07/01/2022
Per hour	

Ornamental	\$ 33.50
Reinforcing	33.50
Rodman	33.50
Structural & Precast	33.50
Mover/Rigger	33.50
Fence Erector	33.50
Stone Derrickman	33.50
Sheeter	33.75
Curtain Wall Installer	33.50
Metal Window Installer	33.50

SUPPLEMENTAL BENEFITS

Per hour

JOURNEYPERSON \$ 31.14

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTWORK:

1st Shift	6:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	2:00 PM to 7:00 PM	REGULAR RATE PLUS 10%
3rd Shift	7:00 PM to 12:00 AM	REGULAR RATE PLUS 15%

THE FOLLOWING RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS:

Shift Starting 4:30 PM to 12:00 AM	REGULAR RATE PLUS 10%
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HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

07/01/2022

1st year	\$ 19.50
2nd year	21.50
3rd year	23.50
4th year	25.50

Supplemental Benefits per hour worked

1st year	\$ 11.78
2nd year	23.73
3rd year	25.42
4th year	27.13

1-12

Ironworker

08/01/2022

JOB DESCRIPTION Ironworker

DISTRICT 7

ENTIRE COUNTIES

Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

Chenango: Only the Townships of Columbus, New Berlin, North Norwich, Plymouth, Sherburne and Smyrna.

Fulton: Only the Townships of Caroga, Ephratah, Oppenheim, Stratford.

Hamilton: Only the Townships of Aretta, Indian Lake, Inlet, Lake Pleasant, Long Lake and Morehouse.

Jefferson: Only the Townships of Antwerp, Champion, Philadelphia and Wilna.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Madison, Oneida and Stockbridge.

Montgomery: Only the Townships of Canajoharie, Minden, Palatine and St. Johnsville.

Otsego: Only the Townships of Burlington, Cherry Valley, Decatur, Edmeston, Exeter, Hartwick, Middlefield, New Lisbon, Otsego, Pittsfield, Plainfield, Richfield, Roseboom, Springfield and Westford, and Village of Cooperstown.

WAGES

Per hour: 07/01/2022

Structural/Reinforcing	\$ 31.25
Mach. Mover/Ornamental	31.25
Stone Derrickman	31.25
Chain Link Fence	31.25
Sheeter Ironworker	31.25
Pre-Engineered Building	31.25
Window Erector	31.25
Precast Erector	31.25
Welder	31.25

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 30.50

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

WAGES per hour: 1500 hour terms at the following wage.

1-1500hrs	\$ 19.50
1501-3000hrs	21.50
3001-4500hrs	23.50
4501-6000hrs	25.50

SUPPLEMENTAL BENEFITS per hour:

1-1500hrs	\$ 12.78
1501-3000hrs	20.87
3001-4500hrs	22.02
4501-6000hrs	23.18

7-440

Laborer - Building

08/01/2022

JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES

Schenectady, Schoharie

PARTIAL COUNTIES

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.

WAGES

Per hour

07/01/2022

07/01/2023

Additional

Group #1:

All Classifications
except as noted in
Groups 2 & 3

\$ 34.54

+ \$2.35

Group #2:

Blaster, Drilling equipment
only where a separate air
compressor unit supplies power,
Metal formsetter (sidewalk),
Well pointing & Laser
operator

\$ 35.04

Group #3:

Handling of Asbestos
or Toxic Materials

\$ 35.89

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 23.11

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices	07/01/2022 \$ 23.11
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1-157

Laborer - Building**08/01/2022**

JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

Fulton: Only the Townships of Stratford, Oppenheim, Caroga and Ephratah

Montgomery: Only the Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root

WAGES

GROUP #1: Basic

GROUP #2: Pipe Layer, Mortar Mixer, Walk behind Mortar Buggy and Power Lift

GROUP #3: Wagon Drill(Where separate air compressor unit supplies power.)

GROUP #4: Blaster, Formsetter, Riding Mortar Buggy

GROUP #5: Hazardous Waste Removal

GROUP #6: Asbestos and Lead Removal

WAGES per hour:	07/01/2022	07/01/2023
Building Laborer:		Additional
Group # 1	\$ 27.40	+ \$3.10
Group # 2	27.55	
Group # 3	27.80	
Group # 4	27.90	
Group # 5	28.90	
Group # 6	28.90	

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2022
All groups	\$ 24.69

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

1000 Hour terms at the following percentage of Journeyperson's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices	07/01/2022 \$ 24.69
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1-190z2B

Laborer - Heavy&Highway**08/01/2022**

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Schenectady, Schoharie

PARTIAL COUNTIES

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park

WAGES

GROUP # A:

Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B:

Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers, Tools Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:

Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Paver/Raker and Powderman.

GROUP # D:

Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

GROUP # E:

Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour	07/01/2022	07/01/2023 Additional
Group # A	\$ 36.60	\$ 3.50
Group # B	36.80	
Group # C	37.00	
Group # D	37.20	
Group # E	39.10	

All employees who work a single irregular work day that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$5.00 per hour.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 25.99

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

REGISTERED APPRENTICES

Wages per hour

1000 HOUR TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S BASE WAGE

1ST	2ND	3RD	4TH
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices
07/01/2022
\$ 25.99

1-157h/h

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

Fulton: Only Townships of Stratford, Oppenheim, Caroga and Ephratah

Montgomery: Only Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root.

WAGES

GROUP # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B: Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all SteelMash, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C: Rock or Drilling Machine Operators (only where a separate air compressor unit supplies power), Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D: Blasters, Form Setters (prefab curb radius), Stone or Granite Curb Setters.

GROUP # E: Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

Per hour:	07/01/2022	07/01/2023 Additional
Heavy/Highway Laborer:		
GROUP # A	\$ 35.15	\$ 3.50
GROUP # B	35.35	
GROUP # C	35.55	
GROUP # D	35.75	
GROUP # E	37.65	

All employees who work a single irregular work day that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$5.00 per hour.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the "4 Day/10 Hour Work schedule", as your normal schedule, you must submit an "Employer Registration for Use of 4 Day/10 Hour Work Schedule," form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 27.44

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th
65%	70%	80%	80%

SUPPLEMENTAL BENEFITS per hour worked

Apprentices \$ 27.44

1-190z2H/H

Laborer - Tunnel

08/01/2022

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 1

ENTIRE COUNTIES

Albany, Fulton, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel

Class 2: All laborers/sandhogs working in the shaft or tunnel

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

Class A: Mole nipper, powder handler, changehouse attendant and top laborer, Air spade, jackhammer, pavement breaker, Top bell, Bottom bell, side or roofbelt driller, maintenance men, burners, block layers, rodmen, caulkers, miners helper, trackmen, nippers, derailmen, electrical cablemen, hosemen, groutmen, gravelmen, form workers, movers and shaftmen, conveyor men.

Class B: Powder monkey, Blasters, ironmen and cement worker, miner, welder, heading driller, steel erectors, piledriver, rigger

Per Hour

07/01/2022

*For projects bid on or after May 1, 2019

Class 1	\$ 43.50
Class 2	45.50
Class 4	47.75
Class 5	38.25

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

*For projects bid on or before April 30, 2019

Class A	\$ 40.80
Class B	41.80

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 2.00 an hour.

SUPPLEMENTAL BENEFITS

Per hour

*For projects bid on or after May 1, 2019

Journeyman	\$ 27.50
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*For projects bid on or before April 30, 2019

Journeyman	\$ 26.75
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OVERTIME PAY

See (B, E, Q, V, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

Note: If the holiday falls on a Sunday, it will be celebrated on Monday.

If the holiday falls on a Saturday, it will be celebrated on Friday.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and Location where the work is to be performed.

1-190/157T

Lineman Electrician

08/01/2022

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Welder, Cable Splicer	56.00	57.40	58.90
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Cable Splicer	61.60	63.14	64.79
Certified Welder -			
Pipe Type Cable	58.80	60.27	61.85
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	57.32	58.72	60.22
Cable Splicer	63.05	64.59	66.24
Certified Welder -			
Pipe Type Cable	60.19	61.66	63.23
Digging Mach. Operator	51.59	52.85	54.20
Tractor Trailer Driver	48.72	49.91	51.19
Groundman, Truck Driver	45.86	46.98	48.18
Equipment Mechanic	45.86	46.98	48.18
Flagman	34.39	35.23	36.13

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 58.51	\$ 59.91	\$ 61.41
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Crane, Crawler Backhoe	58.51	59.91	61.41
Cable Splicer	58.51	59.91	61.41
Digging Mach. Operator	52.66	53.92	55.27
Tractor Trailer Driver	49.73	50.92	52.20
Groundman, Truck Driver	46.81	47.93	49.13
Equipment Mechanic	46.81	47.93	49.13
Flagman	35.11	35.95	36.85

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

	07/01/2022	05/01/2023	05/06/2024
	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

Lineman Electrician - Teledata**08/01/2022****JOB DESCRIPTION** Lineman Electrician - Teledata**DISTRICT 6****ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 36.28	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.25	\$ 18.98	\$ 19.74	\$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.14	\$ 5.14	\$ 5.14	\$ 5.14
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting**08/01/2022****JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting**DISTRICT 6****ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
(Ref #14.01.01)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 48.19	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	48.19	49.32	50.54
Certified Welder	50.60	51.79	53.07
Digging Machine	43.37	44.39	45.49
Tractor Trailer Driver	40.96	41.92	42.96
Groundman, Truck Driver	38.55	39.46	40.43
Equipment Mechanic	38.55	39.46	40.43
Flagman	28.91	29.59	30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90	\$ 26.40	\$ 26.90
	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90	\$ 29.40	\$ 30.90
	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2022	05/01/2023	05/06/2024
\$ 25.90	\$ 26.40	\$ 26.90
*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a-LT

Lineman Electrician - Tree Trimmer**08/01/2022**

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2022	01/01/2023
Tree Trimmer	\$ 28.25	\$ 29.80
Equipment Operator	24.98	26.35
Equipment Mechanic	24.98	26.35
Truck Driver	20.80	21.94
Groundman	17.13	18.07
Flag person	13.20*	13.20*

*NOTE: Subject to change due to any minimum wage increases.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	01/01/2023
Journeyman	\$ 10.23	\$ 10.48
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building**08/01/2022**

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour 07/01/2022

Tile/Marble/Terrazzo

Setter	\$ 36.71
Finisher	28.61

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 21.43
Journeyman Finisher	18.52

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

Finisher:	
1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked

07/01/2022

Setter:	
1st term 0-500 hrs	\$ 12.68
2nd term 501-1500 hrs	12.68
3rd term 1501-2500 hrs	17.05
4th term 2501-3500 hrs	17.05
5th term 3501-4500 hrs	19.24
6th term 4501-6000 hrs	21.43

Finisher:	
1st term 0-500 hrs	\$ 11.97
2nd term 501-1500 hrs	11.97
3rd term 1501-2500 hrs	15.24
4th term 2501-3700 hrs	15.24

12-2TS.1

Mason - Building

08/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Lake George, Lake Luzerne, Queensbury, Stony Creek, Thurman & Warrensburg.

WAGES

Per hour 07/01/2022

Bricklayer	\$ 39.54
Cement Mason(Bldg)	39.54
Plasterer/Fireproofing*	39.54
Pointer/Caulker/Cleaner	39.54
Stone Mason	39.54
Acid Brick	40.04

(*)Fireproofing of Structural only.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 22.63

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

750 hour terms at the following percentage of Journey's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

All Terms \$ 22.63

12-2b.1

Mason - Heavy&Highway

08/01/2022

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES

Per hour 07/01/2022

Mason &
Bricklayer \$ 40.76

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 21.48

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0 to 500 Hours	\$ 12.98
All Other	21.48

12-2hh.1

Millwright

08/01/2022

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour: 07/01/2022

Millwright - Power Generation \$ 41.23

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 26.72*

*NOTE: Subject to OT premium

OVERTIME PAY

See (B, E, *E2, Q, V) on OVERTIME PAGE

*NOTE - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyman's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder \$ 1.75

Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.83
Appr. 2nd year	22.26
Appr. 3rd year	23.74
Appr. 4th year	25.24

6-1163Power

Millwright

08/01/2022

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour: 07/01/2022

Building	\$ 35.84
Heavy & Highway	37.84

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 25.41
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OVERTIME PAY

See (B, E, *E2, Q) on OVERTIME PAGE

*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

Wages per hour:

(1)year terms at the following percentage of Journeyman's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:	
1st term	\$ 11.93
2nd term	21.37
3rd term	22.72
4th term	24.06

2-1163.1

Operating Engineer - Building

08/01/2022

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlyies, dragline, boom trucks over 5 tons.

CLASS A:

Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2022
Class # A1	\$ 47.81
Class # A	47.32
Class # B	46.30
Class # C	43.40

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.25 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.25 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2022
Journeyman	\$ 30.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.
Employees who work a designated holiday shall be paid double time plus 8 hours of straight time.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

All terms \$ 25.85

1-158 Alb

Operating Engineer - Heavy&Highway

08/01/2022

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

07/01/2022

Master Mechanic	\$ 51.03
Class A*	49.42
Class B	48.51
Class C	45.94

Additional \$2.50 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.
Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journey person	\$ 30.75
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journey person's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

All Terms	\$ 26.15
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1-158H/H Alb

Operating Engineer - Survey Crew

08/01/2022

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work
Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 28.05
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OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE

*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid:	See (5, 6) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2022

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	22.85 / " 19.45
2001-3000	25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

08/01/2022

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 28.05

OVERTIME PAY

See (B, E, Q, *X) on OVERTIME PAGE

*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2022

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	\$ 22.85 / " 19.45
2001-3000	\$ 25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

08/01/2022

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepsie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifier (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Insertor (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor

Per hour: 07/01/2022

Master Mechanic	\$ 52.60
CLASS A	50.19
CLASS B	48.97
CLASS C	46.18
CLASS D	43.17

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

CRANES:

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 54.19
Crane 2	53.19
Crane 3	52.19

SUPPLEMENTAL BENEFITS

Per hour:	\$ 23.70
	+ 9.35*

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

Painter

08/01/2022

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour

	07/01/2022	05/01/2023 Additional
Painter\Wallcovers	\$ 30.79**	\$ 1.50
Drywall Finishers	30.79**	
Spray Rate	30.79**	
Structural Steel*	31.79**	
Lead Abatement	31.79**	
Lead Abatement on Structural Steel	32.79**	

(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

(**) Plus Additional \$1.00 per hour not subject to Overtime/Premiums

Bridge Painter

See Bridge Painter rates for the following work:

All Bridges and Tanks

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 18.95

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

THE FOLLOWING ADDITIONAL HOURLY RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

2:30 PM to 6:00 AM PLUS \$1.00 TO APPLICABLE RATE*

*Additional \$1.00 is Not Subject to Overtime

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journey person's base wage

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour

All Terms \$ 18.95

1-201-P

Painter - Bridge & Structural Steel

08/01/2022

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2022	10/01/2022
	\$ 53.00	Additional
	+ 9.63*	\$ 3.00

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

\$ 10.90
+ 30.60*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

1st year	\$ 21.20 + 3.86
2nd year	\$ 31.80 + 5.78
3rd year	\$ 42.40 + 7.70
Supplemental Benefits - Per hour:	
1st year	\$.25 + 12.24
2nd year	\$ 10.90 + 18.36
3rd year	\$ 10.90 + 24.48

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping

08/01/2022

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2022
Striping-Machine Operator*	\$ 31.53

Linerman Thermoplastic	38.34
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Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:	
Striping Machine Operator:	\$ 10.03
Linerman Thermoplastic:	10.03

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid:	See (5, 20) on HOLIDAY PAGE
Overtime:	See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

1st Term:	\$ 15.00
2nd Term:	18.92
3rd Term:	25.22

Supplemental Benefits per hour:

1st term:	\$ 9.16
2nd Term:	10.03
3rd Term:	10.03

8-1456-LS

Painter - Metal Polisher

08/01/2022

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2022
Metal Polisher	\$ 37.78
Metal Polisher*	38.80
Metal Polisher**	41.78

*Note: Applies to New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2022
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Journeyworker:	
All classification	\$ 11.24

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

07/01/2022

1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 7.99
2nd year	7.99
3rd year	7.99

8-8A/28A-MP

Plumber

08/01/2022

JOB DESCRIPTION Plumber

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

PARTIAL COUNTIES

Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.

Saratoga: Only the Towns of Charlton, Clifton Park, Galway, Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

WAGES

Per hour:

07/01/2022

05/01/2023

Additional

Plumber:		
Pipefitter, Steamfitter	\$ 48.30	\$ 2.80

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 27.74
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OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a Holiday falls on Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

REGISTERED APPRENTICES

Wages per hour

One year terms at the following percentage of Journeyperson's wage.

1st	2nd	3rd	4th	5th
\$ 22.01	\$ 26.79	\$ 31.57	\$ 36.35	\$ 43.52

Supplemental Benefits per hour:

Apprentices Indentured on or before April 30, 2019

All Terms \$ 27.74

Apprentices Indentured on or after May 1st, 2019

Terms 1-4 22.54

Terms 5 27.74

1-7-SF

Roofer**08/01/2022**

JOB DESCRIPTION Roofer**DISTRICT 1****ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour

07/01/2022

07/01/2023

Additional

Roofer/Waterproofer \$ 33.55

\$ 2.50

Asphalt Cold Process 34.05

Fluid Applied Roof 34.05

Pitch & Asbestos 35.55

Shift Work:

On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid \$4.00 additional per hour

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 22.02

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional \$0.50 must be paid in the wages.

1st Term 58%
1500 hrs.

2nd Term 74%
1 yr. and 1500 hrs. as 1st term.

3rd Term 90%
1 yr. and 1500 hrs. as 2nd term.

3rd Term complete at 1 yr and 1050 hrs. as 3rd term

Supplemental Benefits per hour worked

1st Term \$ 20.44

2nd Term 20.87

3rd Term 21.35

1-241

Sheetmetal Worker**08/01/2022**

JOB DESCRIPTION Sheetmetal Worker**DISTRICT 1****ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour

07/01/2022

06/01/2023

Additional

Sheetmetal Worker

\$ 36.50

\$ 2.45

All work requiring HAZWOPER Training additional \$1.00 per hour

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman

\$ 35.73

OVERTIME PAY

See (B,E,E5,Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

Wages per hour

6 Month Terms at the following rate:

1st term	\$ 20.27
2nd term	21.97
3rd term	22.83
4th term	23.68
5th term	22.40
6th term	23.51
7th term	25.37
8th term	27.22
9th term	29.08
10th term	30.93

Supplemental Benefits per hour

1st term	\$ 22.06
2nd term	22.67
3rd term	22.98
4th term	23.42
5th term	30.01
6th term	30.46
7th term	31.21
8th term	31.97
9th term	32.72
10th term	33.47

1-83

Sprinkler Fitter

08/01/2022

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

WAGES

Per hour

07/01/2022

Sprinkler
Fitter

\$ 38.15

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 27.68

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 18.30	\$ 20.34	\$ 22.12	\$ 24.15	\$ 26.19	\$ 28.22	\$ 30.25	\$ 32.29	\$ 34.32	\$ 36.35

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.37	\$ 8.37	\$ 19.76	\$ 19.76	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01
									1-669

Teamster - Building

08/01/2022

JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Lake George, Lake Luzerne and Queensbury.

WAGES

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers, dump trucks, pick-ups, panel, water trucks, fuel trucks on the site (including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

07/01/2022

Group A \$ 29.02

Group B 29.32

SUPPLEMENTAL BENEFITS

Per hour 07/01/2022

Journeyperson \$ 27.54

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294

Teamster - Heavy&Highway

08/01/2022

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES

GROUP #1:

Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:

Specialized Earth Moving Equipment, Euclid type, or similar off-highway,where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2022	07/01/2023
Group #1	\$ 34.90	\$ 37.59
Group #2	34.96	37.65
Group #3	35.05	37.74
Group #4	35.18	37.87
Group #5	35.34	38.03

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

For work bid on or after April 1, 1995, there shall be a 12 month carryover of the last posted rate in effect at the time of the bid.

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 27.32	\$ 28.13
+\$1.00 per*	+\$1.00 per*
hour worked	hour worked

(*) not applicable to paid holidays

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

1-294h/h

Welder

08/01/2022

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour

07/01/2022

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- | | |
|--------|---|
| (1) | None |
| (2) | Labor Day |
| (3) | Memorial Day and Labor Day |
| (4) | Memorial Day and July 4th |
| (5) | Memorial Day, July 4th, and Labor Day |
| (6) | New Year's, Thanksgiving, and Christmas |
| (7) | Lincoln's Birthday, Washington's Birthday, and Veterans Day |
| (8) | Good Friday |
| (9) | Lincoln's Birthday |
| (10) | Washington's Birthday |
| (11) | Columbus Day |
| (12) | Election Day |
| (13) | Presidential Election Day |
| (14) | 1/2 Day on Presidential Election Day |
| (15) | Veterans Day |
| (16) | Day after Thanksgiving |
| (17) | July 4th |
| (18) | 1/2 Day before Christmas |
| (19) | 1/2 Day before New Years |
| (20) | Thanksgiving |
| (21) | New Year's Day |
| (22) | Christmas |
| (23) | Day before Christmas |
| (24) | Day before New Year's |
| (25) | Presidents' Day |
| (26) | Martin Luther King, Jr. Day |
| (27) | Memorial Day |
| (28) | Easter Sunday |

(29) Juneteenth



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone:()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 08/29/2022

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AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026

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DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6E JACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025

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DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023

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DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022

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DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026

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DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026

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DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026

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DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTI BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

FORMER BEECH-NUT PLANT DEMOLITION
MONTGOMERY COUNTY
CANAJOHARIE, NEW YORK

16 September 2022

COVID-19 SAFETY PROTOCOL

COVID-19 - CONSTRUCTION SITES SAFETY PROTOCOL

All persons who manage, perform, and provide support for construction projects will be required to conduct operations in compliance with the requirements identified in this protocol, Contract Safety Requirements, and all applicable federal, state and city rules and regulations pertaining to construction safety. This protocol is not intended to replace any existing applicable local, state, and federal laws, regulations, and standards and shall be used in addition to contractors/CM/REI COVID-19 project specific safety procedures.

I. GENERAL SAFETY POLICIES AND RULES

A. General Requirements

1. Contractors will be required to develop and implement project specific COVID-19 safety procedures. COVID-19 safety procedures shall comply with all applicable COVID-19 federal, state and local requirements, guidelines and recommendations and shall be periodically reviewed and if necessary revised to ensure feasibility to the jobsite operations and to stay up to date with any changes to COVID-19 federal, state and local requirements, related to construction. Contractor's project specific safety procedures shall be available for review at the jobsite.
2. Contractors will be required to assess the hazards to which workers may be exposed; evaluate the risk of exposure; and select, implement, and ensure workers use controls to prevent exposure. The assessment results shall be captured in the Project Specific Job Hazard Analysis form.
3. All personnel (contractors, subcontractors, project personnel, visitors) shall be trained on applicable Project Specific COVID-19 safety procedures.
4. Implementation of all recommended safety and sanitation requirements regarding the COVID-19 virus at the jobsite will be ensured by designated Contractor and CM/REI project personnel.
5. If a worker tests positive for COVID-19, employer must immediately notify state and local health departments and cooperate with contact tracing efforts, while maintaining confidentiality required by state and federal law and regulations.
6. "COVID-19 Safety Checklist for Active Construction Sites" (Attachment 1) will be completed daily by CM/REI project personnel prior to each shift. A copy of the completed checklist shall be available for review at the jobsite.
7. Daily Safety Job Briefings will be conducted by contractors prior to each shift. In addition to all applicable construction safety requirements, the following topics will be covered:
 - a) COVID-19 recommended practices for construction jobsites, as outlined in this protocol, Safety Advisory "COVID-19 Recommended Practices for Construction Sites" (Attachment 2), and contractor project specific COVID-19 safety procedures.
 - b) Project specific sanitation and hygiene procedures.

- c) Coordination of construction site daily cleaning/sanitation requirements.
- d) COVID-19 Personal Protective Equipment requirements.

Attendance will be collected verbally, and the contractor's designated person will sign-in each attendee. Attendance will not be tracked through passed-around sign-in sheets or mobile devices. Daily jobsite briefings records shall be available for review at the jobsite. During any in-person safety meetings, gathering in groups of more than 10 people shall be avoided and participants must wear appropriate face covering and remain at least six (6) feet apart.

- 8. Weekly or other safety meetings will be conducted by telephone, if possible. If safety meetings are conducted in-person, attendance will be collected verbally, and the contractor's designated person will sign-in each attendee. Attendance will not be tracked through passed-around sign-in sheets or mobile devices. During any in-person safety meetings, gathering in groups of more than 10 people shall be avoided and participants must wear appropriate face covering and remain at least six (6) feet apart.
- 9. The exchange/sharing of paper documents will be limited and the use of electronic communication will be encouraged, whenever possible.

10. References:

- New York State Construction Guidelines for Employers and Employees:
<https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/ConstructionShortGuidelines.pdf>
- OSHA Guidance on Preparing Workplaces for COVID-19
<https://www.osha.gov/Publications/OSHA3990.pdf>
- OSHA COVID-19 – Control and Prevention/Construction Work Guidance
<https://www.osha.gov/SLTC/covid-19/construction.html>

***CM/REI – Construction Management (CM) or Resident Engineer Inspection (REI) firm**

B. Social Distancing

- 1. Require social distancing by maintaining a minimum six-foot distance between workers at all times, except as strictly necessary to carry out a task associated with the project.
- 2. Where work trailers/field offices are used, only necessary employees should enter the trailers/field offices and all employees should maintain social distancing while inside the trailers/field offices.
- 3. Discourage hand-shaking and other contact greetings.
- 4. Prohibit gatherings of any size on the jobsite, except for safety meetings or as strictly necessary to carry out a task associated with the project.
- 5. Tightly confined spaces (e.g. elevators, hoists) should be occupied by only one individual at the time, unless all occupants are wearing face coverings. If occupied by more than one person, keep occupancy under 50% of maximum capacity.

6. Strictly control “choke points” and “high-risk areas” where workers are unable to maintain minimum six-foot social distancing and prohibit or limit use to ensure that minimum six-foot distancing can easily be maintained between workers.
7. Stagger stop- and start-times for shift schedules to reduce the quantity of workers at the jobsite at any one time to the extent feasible. Stagger trade-specific work to minimize the quantity of workers at the jobsite at any one time.
8. Minimize interactions and maintain social distancing with all site visitors, including delivery workers, design professional and other project consultants, government agency representatives.
9. Stagger breaks and lunches, if practicable, in order to reduce the size of any group at any one time to less than ten (10) people. During lunches and breaks employees should continue to adhere to the social distance requirements.
10. Employees will be encouraged to minimize ride-sharing. While in vehicle, employees must ensure adequate ventilation and the use of face coverings.
11. Every effort will be taken to minimize contact between workers and the general public, including securing work area and maintaining a minimum of six feet of social distancing at all times.

C. Work Practices and Hygiene

1. In order to comply with OSHA standard 29 CFR 1926.51 “Sanitation”, the adequate supply of water, number of toilets, and hand soap or similar cleansing agents, such as hand sanitizers, will be ensured by contractors.
2. Workers, project staff, and visitors will be instructed to clean their hands frequently with an alcohol-based hand sanitizer or wash their hands with soap and water for at least 20 seconds. Soap and water should be used preferentially if hands are visibly dirty.
3. In lieu of using a common source of drinking water, such as a cooler, employees should use individual water bottles.
4. The use of co-workers’ tools and equipment shall be minimized. To the extent tools must be shared, alcohol-based wipes or other methods will be used to clean tools before and after use. When cleaning tools and equipment, consult manufacturing recommendations for proper cleaning techniques and restrictions.
5. Additional recommended safety practices:
 - a) Do not touch your face with unwashed hands or with gloves.
 - b) Cover your mouth and nose when coughing or sneezing or cough or sneeze into the crook of your arm at your elbow/sleeve.
 - c) Constantly observe your work distances in relation to other staff.
 - d) Do not share phones or PPE.
 - e) Do not congregate during breaks and lunch-breaks.
 - f) Do not share any multi-user devices and accessories such as iPads, laptops, hand-held radios, computer stations, etc.

II. ACCESS TO CONSTRUCTION SITES

**Do not enter the jobsite if you have a fever, cough, or other COVID-19 symptoms.
If you feel sick, or have been exposed to anyone who is sick, stay at home.**

1. A daily COVID-19 screening assessment (questionnaire, temperature check) in compliance with NYS Construction Guidelines for Employers and Employees will be implemented by contractor/CM/REI to ensure that potentially infected staff do not enter the construction site. The feasibility of monitoring body temperature should be considered for contractors/project staff employees and visitors prior to entry into worksite, and access restricted based on temperature readings.
2. Wash stations or hand sanitizer station will be placed by contractors at jobsite entry and exit points and/or in multiple locations throughout the jobsite.
3. COVID-19 posters/signs will be posted at all entrances to the jobsite and/or in an area visible to workers and visitors.

A. Workers and Project Personnel

1. Individuals SHALL NOT report to work while they are experiencing illness symptoms such as fever, cough, shortness of breath, sore throat, runny/stuffy nose, body aches, chills, or fatigue. Individuals should follow the guidelines of the NYC Department of Health and Mental Hygiene if they show potential symptoms of COVID-19:
<https://www1.nyc.gov/site/doh/covid/covid-19-main.page>
2. All workers and project personnel will be required to follow all jobsite COVID-19 protocols and procedures, including but not limited to general requirements, social distancing, and PPE.

B. Visitors

1. The number of visitors to the jobsite, including the trailer or office, will be limited to only those necessary for the work.
2. All visitors will be screened upon arriving on the jobsite. If the visitor demonstrates any of COVID-19 symptoms (cough, shortness of breath, runny/stuffy nose, or other) the access to the jobsite will be restricted.
3. If temperature check method is included in the jobsite daily screening protocol, access to the jobsite will be restricted based on temperature readings.
4. Site deliveries will be permitted but should be properly coordinated to eliminate or minimize personal contact; ensure social distancing, implement cleaning protocols and COVID-19 PPE. Delivery personnel should remain in their vehicles if possible.
5. All visitors will be required to follow all jobsite COVID-19 protocols and procedures, including but not limited to general requirements, social distancing, and PPE.

III. PERSONAL PROTECTIVE EQUIPMENT (PPE) and COVID-19 PERSONAL PROTECTION

1. Workers shall be required to wear at a minimum the following PPE at all construction sites: hard hat, safety glasses, and safety shoes. Workers engaged in specific construction related tasks shall be required to don the appropriate task specific PPE (fall protection, hearing protection, respiratory, face shield, gloves, safety vest, etc.).
2. The use of task specific PPE (i.e. respirator, specific glove type) shall take precedence over the use of COVID-19 related Personal Protection (face masks/coverings, latex gloves) while task is performed.
3. In addition to regular and task-specific PPE, the following COVID-19 Personal Protection will be provided by employer(s) and will be required at jobsites:
 - a) Gloves - If gloves are typically not required for the task, then any type of glove is acceptable, including latex gloves. Employees should not share gloves and latex gloves should be properly disposed of upon removal.
 - b) Face Masks/Coverings – a face mask or covering (cloth, bandana, or other type of material) that covers a person's nose and mouth and shall be worn while on-site, and:
 - fit snugly but comfortably against the side of the face;
 - be secured with ties or ear loops;
 - include multiple layers of fabric;
 - allow for breathing without restriction.
4. PPE and COVID-19 Personal Protection should **NEVER** be shared.
5. Face coverings must be cleaned or replaced after use or when damaged or soiled, may not be shared, and should be properly stored or discarded.
6. Sanitize reusable PPE and properly dispose of used PPE and COVID-19 Personal Protection.
7. Use of a face mask or covering is not a substitute for other workplace preventative techniques that are outlined in this Protocol.
8. Employers (Contractors/CM/REI) shall ensure sufficient COVID-19 Personal Protection supplies.

NOTE: The CDC is currently not recommending that healthy people wear N95 respirators to prevent the spread of COVID-19. Employees should wear N95 respirators only if required by the work.

IV. JOBSITE CLEANING AND DISINFECTING

1. Frequent cleaning and disinfecting, in accordance with CDC guidelines, of all high-traffic and high-touch areas including, at a minimum: meeting areas, jobsite lunch and break

areas, entrances and exits to the jobsite, jobsite trailers, hand-washing areas, tools, equipment, jobsite restroom areas, stairs, elevators, and lifts, will be conducted.

2. Regular housekeeping practices, which include cleaning and disinfecting frequently used tools and equipment, and other elements of the work environment will be implemented. Employees should regularly do the same in their assigned work areas.
3. Any portable jobsite toilets will be cleaned and disinfected on the inside. Hand sanitizer dispensers are always filled. Frequently touched items (i.e., door pulls and toilet seats) will be disinfected frequently.
4. Vehicles interior and equipment/tools should be cleaned at least once per day and before change in operator or rider.
5. Cleaning and disinfection will be conducted using CDC recommended EPA-registered disinfectant(s), alcohol solution with at least 60% alcohol; or diluted household bleach solutions (these can be used if appropriate for the surface).

Note: Safety Data Sheets of all disinfectants used on site will be kept on site and available for review upon request.

V. OSHA RECORDKEEPING – CONTRACTORS/CM/REI

Under OSHA's recordkeeping requirements, COVID-19 is a recordable illness, and employers are responsible for recording cases of COVID-19, if:

1. The case is a confirmed case of COVID-19, as defined by Centers for Disease Control and Prevention (CDC);
2. The case is work-related as defined by 29 CFR § 1904.5;
3. The case involves one or more of the general recording criteria set forth in 29 CFR § 1904.7. On March 11, the World Health Organization (WHO) declared COVID-19 a global pandemic, and the extent of transmission is a rapidly evolving issue.

[https://www.osha.gov/memos/2020-04-10/enforcement-guidance-recording-cases-coronavirus-disease- 2019-covid-19](https://www.osha.gov/memos/2020-04-10/enforcement-guidance-recording-cases-coronavirus-disease-2019-covid-19)

Appendix 1. COVID-19 Safety Checklist for Active Construction Sites

COVID-19 Safety Checklist for Active Construction Sites

Project ID:		Work Location:	
Date:		Contractor Name:	
Inspector Name:		Signature:	
Contractor Representative Name:			

		Yes	No
1	Are COVID-19 safety precautions and best practices discussed during Daily Safety Job Briefings prior to each shift?		
2	Are COVID-19 Safety Posters and Advisories posted at the field office?		
3	Are COVID-19 Safety Posters and Advisories available at the work site, and posted where feasible?		
4	Have COVID-19 safety procedures been developed and implemented by the contractor in addition to the Site Safety Plan?		
5	Has work area been evaluated and determined to allow the implementation of COVID-19 safety measures?		
6	Are workers complying with recommended social distancing (6-foot) during work, breaks, lunch, entry, exit, etc.?		
7	Are the number of workers limited to minimum required to complete the task?		
8	Are contact surfaces disinfected regular?		
9	Personal Protective Equipment (PPE)		
	9.1 Is PPE being shared?		
	9.2 Are workers wearing gloves?		
	9.3 Are workers wearing eye protection?		
	9.4 Are workers wearing additional PPE (masks, etc.) if social distancing cannot be maintained?		
	9.5 Are PPE supplies sufficient for this week (check boxes below if sufficient)?		
	<input type="checkbox"/> Eye Protection <input type="checkbox"/> Gloves		
	<input type="checkbox"/> Masks <input type="checkbox"/> Other		
	9.6 Are PPE supplies sufficient for one more week (check boxes below if sufficient)?		
	<input type="checkbox"/> Eye Protection <input type="checkbox"/> Gloves		
	<input type="checkbox"/> Masks <input type="checkbox"/> Other		
10	Tools and Equipment		
	10.1 Are tools and equipment being shared?		
	10.2 If yes, are tools and equipment being disinfected between use?		
11	Sanitation and Personal Hygiene		
	11.1 Are appropriate sanitation and personal hygiene facilities and supplies provided (check boxes below if sufficient)?		
	<input type="checkbox"/> Water Supply <input type="checkbox"/> Soap/Sanitizer		
	<input type="checkbox"/> Toilet Facilities <input type="checkbox"/> Disinfecting wipes/spray		
	<input type="checkbox"/> Toilet Paper <input type="checkbox"/> Paper Towels		
	<input type="checkbox"/> Eye Wash <input type="checkbox"/> Other		
	11.2 Are appropriate sanitation and personal hygiene supplies sufficient for one more week (check boxes below if sufficient)?		
	<input type="checkbox"/> Soap/Sanitizer <input type="checkbox"/> Disinfecting wipes/spray		
	<input type="checkbox"/> Toilet Paper <input type="checkbox"/> Paper Towels		

For OSHA standards and directives and other related information that may apply to worker exposure to COVID-19, visit their website:
<https://www.osha.gov/SLTC/covid-19/standards.html>

Safety Advisory

COVID-19 Recommended Practices for Construction Jobsites

Personal Responsibilities

- It is critical that individuals DO NOT report to work while they are experiencing illness symptoms such as fever, cough, shortness of breath, sore throat, runny/stuffy nose, body aches, chills, or fatigue.
- Individuals should follow the guidelines of the NYC Department of Health and Mental Hygiene if they show potential symptoms of COVID-19:
<https://www1.nyc.gov/site/doh/covid/covid-19-main.page>

Social Distancing

- Do not host large group meetings. The Department of Health recommends avoiding gatherings of 10+ people; and keeping a 6-foot distance between people.
- To limit the number of people on a jobsite, non-essential personnel should work from home when possible, implement rotation shifts, etc.
- Discourage hand-shaking and other contact greetings.
- During lunchbreaks, employees should continue to adhere to the social distance requirements.

Personnel Hygiene

- Comply with OSHA standard 29 CFR 1926.51 "Sanitation" by providing an adequate supply of water, number of toilets, and hand soap or similar cleansing agents, such as hand sanitizers.
- Instruct employees to clean their hands often with an alcohol-based hand sanitizer or wash their hands with soap and water for at least 20 seconds. Soap and water should be used preferentially if hands are visibly dirty.
- Provide soap and water and alcohol-based hand rubs in the workplace. Ensure that adequate supplies are maintained. Place hand rubs in multiple locations or in conference rooms to encourage hand hygiene.
- Do not congregate in lunch areas.
- Do not share tools or any multi-user devices and accessories such as iPads, laptops, hand-held radios, computer stations, etc.
- Limit the exchange/sharing of paper documents by encouraging use of electronic communication whenever possible.
- Do not share personal protection equipment (PPE).
- Sanitize reusable PPE and properly dispose of used PPE.
Utilize disposable gloves where appropriate; instruct workers to wash hands after removing gloves.
- Disinfect reusable supplies and equipment.

FORMER BEECH-NUT PLANT DEMOLITION
MONTGOMERY COUNTY
CANAJOHARIE, NEW YORK

16 September 2022

**RELEASE AND WAIVER OF LIABILITY
TO BE SUBMITTED TO FACILITATE PRE-BID VIEWING**

Release and Waiver of Liability
Assumption of Risk and Indemnity Agreement

Recitals:

- A. Montgomery County has issued an advertisement for bids in connection with the Demolition (the “work”) of the former Beech-Nut Plant (the “facility”) located at 102 Church Street, Canajoharie, New York.
- B. The undersigned has obtained copies of the Bidding and Contract Documents for the work and has requested to be provided access to the facility to inspect the same in contemplation of submitting a bid.
- C. The undersigned acknowledges the dangerous nature of the facility, and in consideration of being provided access thereto, the undersigned is agreeable to waiving all liability of Montgomery County, the Village of Canajoharie, LiRo Engineers and certain other parties for any loss, injury or damage that may result from the undersigned’s presence or activities at the facility, and the undersigned acknowledges that it will assume all risk in connection with such activities and will defend and indemnify the aforementioned parties from any losses in connection therewith.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is herby acknowledged, the undersigned hereby agrees as follows:

1. The foregoing recitals are hereby incorporated into this Agreement and made a part hereof.
2. The undersigned hereby releases, waives, discharges and covenants not to sue Montgomery County, the Village of Canajoharie, LiRo Engineers, and their respective affiliates, subsidiaries, members, employees, agents and representatives (collectively, the “Indemnities”) from any and all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claims or demands therefore, on account of injury to person or property or resulting in death of the undersigned, arising out of or related to the undersigned’s presence or activities at the Facility, whether caused by the negligence of any Indemnity, any latent or patent defects in the Facility or otherwise.
3. The undersigned further herby agrees to defend, indemnify and hold harmless each Indemnitee from any and all losses or liability (INCLUDING STRICT LIABILITY AND TORT) and any and all costs and expenses resulting from the presence of the undersigned, or any activities of the undersigned, at the facility, whether caused by the negligence of any Indemnitee or otherwise.
4. The undersigned herby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or relating to the undersigned’s presence or activities at the facility, whether caused by the negligence of any Indemnitee or otherwise.
5. The undersigned herby agrees that this Agreement extends to all acts of negligence by any Indemnitee and is intended to be as broad and inclusive as permitted by the laws of the State of New York and that if any portion hereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect to the greatest extent allowed by law

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL REALEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>
Date	Company Name
	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>
	Signature
	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>
	Name (Print)

FORMER BEECH-NUT PLANT DEMOLITION
MONTGOMERY COUNTY
CANAJOHARIE, NEW YORK

16 September 2022

TECHNICAL SPECIFICATIONS

SECTION 011000 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Access to Project Site.
- 4. Contractors Qualifications
- 5. Owner's occupancy and use requirements
- 6. Work restrictions.
- 7. Specification and drawing conventions.

- B. Related Section:

- 1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Beech-Nut Plant Demolition- Western Plant

- 1. Project Location: 102 Church Street, Canajoharie, New York, 13317

- B. Owner: Montgomery County
20 Park Street
Fonda, New York 12068

Owner's Representative: Meghan Manion, Esq.
Montgomery County
20 Park Street
Fonda, New York 12068

- C. Architect/Engineer: LiRo Engineers, Inc.
690 Delaware Avenue
Buffalo, NY 14209

- D. Construction Manager: LiRo Engineers, Inc.
690 Delaware Avenue
Buffalo, NY 14209

1.4 SITE BACKGROUND

Compromising 26.9 acres and situated in the heart of the Village of Canajoharie, the Beech-Nut Facility (site) has been abandoned and remained vacant for 11 years. The 26.9 acre site includes two main areas (designated as the Eastern and Western Plants) that are separated by the Canajoharie Creek which flows through the property. Over the past several years, deterioration and an overall lack of maintenance have led to a progressive decline in the various structures and the deterioration of building frames and exterior shear walls which are comprised of either Concrete Masonry Unit concrete block or concrete encased steel frames. Structural connections associated with beams, columns, and roof joist girders exhibit significant deterioration and corrosion.

The Beech-Nut factory opened in 1891 as the Imperial Packing Company and produced vacuum-packed ham. Over the decades, the company diversified into other products including peanut butter, chewing gum and baby food. Operations ceased at the site in 2010. Montgomery County has taken title to the property with the interest to remediate and demolish the site buildings to prepare the site for redevelopment.

Several rounds of abatement and demolition work have been completed at the site recently including the following:

- Abatement and demolition of most structures and buildings in the Eastern Plant area
- Interior abatement and hazardous materials removal work on the Western plant buildings to prepare them for demolition.

The current project documents are for the demolition of the plant structures on the western side of the Canajoharie Creek, including the removal of all remaining ACM, hazardous materials and regulated building materials associated with these structures. The remaining eastern plant buildings/structures that were not demolished under the previous work at the site are slated to remain in place.

The buildings are to be demolished to existing concrete foundation slabs. The building foundations, concrete slabs and basement walls are to remain in place. All basements will be backfilled with clean crushed concrete or stone fill. Prior to demolition, the buildings will be abated of remaining asbestos containing materials, and any other environmental hazards (i.e. unused chemicals such as cleaners, greases, oils, chlorofluorocarbons, etc.). Existing utility services, water, gas, electric and sanitary will be terminated and lines entering the buildings de-energized or capped and abandoned in place prior to demolition. Existing stormwater catch basins will be utilized to capture rainwater from the site. Existing roof rainwater drains will be cut and capped.

No changes to the bank of the Canajoharie Creek are proposed as part of this project, nor are any changes to existing paved roadways, sidewalks, or entrance ways. Existing site features such as perimeter fencing will remain and, if damaged or missing, will be replaced. Existing storm catch basins will remain, and sanitary sewers will be plugged. At completion of the proposed demolition, the site will consist of building slabs, paved roadways and graveled areas.

The buildings shall be demolished to the first floor slab or the basement slab level where basements are present. Basement walls will remain. Hard materials (concrete, and brick) generated during demolition activities shall be crushed onsite and used as backfill for site basements and voids. The scope of work shall include the following key work items:

- Termination of utilities
- Asbestos and hazardous materials abatement

- Removal of all exterior stucco coated façade materials and the off-site disposal of these wastes at a NYSDEC licensed landfill
- Demolition of building structures
- Fracturing of all basement slabs
- On-site crushing of clean hard materials
- Backfilling of basements and voids with crushed concrete and hard materials
- Import of clean stone backfill as required to bring basements and void areas to grade
- Disposal of all non-recyclable materials and wastes at a NYDEC permitted landfill
- Disposal of excess concrete and hard materials at an approved facility
- Final grading of backfilled areas
- Installation of security fencing and final site restoration

Montgomery County in partnership with the Village of Canajoharie hereby solicits bid submission for the asbestos abatement, hazardous materials removal and demolition of the plant buildings identified in the contract drawings. The demolition will be performed through the Restore New York Grant Program administered by Empire State Development. The Village of Canajoharie has been awarded funding through the Restore New York Grant Program for the former Beech-Nut Manufacturing Facility which is being administered by Montgomery County which is owner of the site.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Contract includes all of the work defined by the entire Contract Documents, including bid documents, administrative provisions, technical specifications, Contract Drawings and referenced documents. The purpose of this sub-section is to provide a general overview of the work for the Contractor's information and convenience only.
- B. The Work includes all labor, material, tools, equipment, supervision, permit fees, handling and disposal costs to exterior asbestos abatement, interior asbestos abatement, limited hazardous materials remediation and environmental cleaning, select dismantlement and demolition, and controlled demolition. More specifically, bid work includes all work defined in the Contract Manual and on the Project Drawings.

Additional tasks to be included in the Contractors Bid:

1. Mobilization/Demobilization.
2. Insurance Coverage, Bonding and all Permit Costs.
3. Installing Temporary Perimeter Security Fencing, and Repairing the Existing Site Fence.
4. Installing and Maintaining Erosion and Sedimentation Controls.
5. Providing Temporary Utilities to perform the work.
6. Furnishing and Maintaining Project Field Offices for the Contractor and Construction Manager.
7. Verify and perform utility terminations and coordinate with public and private agencies regarding the completion of all terminations in accordance with agency regulations.
8. Protection of Utilities to Remain.
9. Pedestrian and Traffic Control.
10. Temporary or Permanent Shoring and Dewatering as needed.
11. Air Monitoring Program.

12. Limited Backfill and Compaction as defined on the Project Drawings.
13. Installing Permanent Security Fencing as defined on the Project Drawings

C. Type of Contract

1. Project will be constructed under a single prime contract.

1.6 ACCESS TO PROJECT SITE

A. General: Contractor's use of Project Site is limited by Owner's right to access the site.

B. Use of Site: Limit use of Project Site to work in areas indicated. Do not disturb portions of Project Site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to work areas indicated.
2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times.
3. Parking and Storage: Do not park or store materials in areas that are not designated or approved by the Construction Manager.

C. Condition of Existing Building: Contractor shall be aware that the structure has been vacant for an extended period and has generally deteriorated throughout the site. The Owner assumes no responsibility for the actual condition of the structure, its contents and appurtenances in areas that are designated to be dismantled or demolished. Conditions existing at the time of inspection for bidding purposes will be maintained as possible, however, changes to the conditions may occur prior to the start of work. The Contractor shall be responsible for any shoring or support necessary to safely conduct the Work.

1.7 CONTRACTOR'S QUALIFICATIONS

A. The low bidder shall demonstrate its responsibility to perform and complete all required work by submitting a statement of its experience and of any subcontractors which the low bidder intends to use to perform the work (see Bidder's Qualifications in the Bid Forms). The low bidder shall include his plan or program for providing sufficient labor and equipment to perform the project as detailed by the project documents, within the allotted time frame for the Base Bid. Low bidder is encouraged to employ local labor.

B. The Prime Contractor shall have a valid New York State Department of Labor (NYSDOL) Company asbestos abatement license. The Prime Contractor must identify a Project Manager and a Site Superintendent, currently employed by the Prime Contractor or a teamed qualified Subcontractor, who can demonstrate a minimum 3-year history supervising asbestos abatement work similar to the Beech-Nut Plant Demolition-Western Plant project under NYSDOL codes, rules, and regulations.

C. The low bid Prime Contractor or its teamed qualified Subcontractor must demonstrate a minimum of 3 years of experience and the completion of 2 demolition projects of similar scope in an urban setting. Additional qualification requirements and certifications as required by the individual technical specifications must be met by either the Prime Contractor or its teamed qualified Subcontractor.

- D. The Prime Contractor shall obtain bid and performance bonds directly from a Surety Company with a minimum rating by A.M. Best of (A-) in the "Best's Key Rating Guide". The surety firm must be licensed to bond construction projects in the state of New York. The Abatement and/or Demolition Contractor's personnel shall also have OSHA 10-hour Construction Safety & Health certifications.
- E. The Owner may require the low bidder to further demonstrate its responsibility to perform and complete the work by submitting additional information regarding the low bidder's experience obtaining labor/work force and financial resources. The prime Contractor shall demonstrate that they have the financial resources to perform the work. If requested by the Owner additional information must be submitted by the low bidder within seven (7) calendar days of the request. All information pertaining to the bidder's financial resources shall be submitted by a Certified Public Accountant.

1.8 OWNER'S OCCUPANCY AND USE REQUIREMENTS

- A. Owner Occupancy: Owner may enter the site and building(s) during entire construction period provided such activity does not interfere with completion of the work. Cooperate with Owner during construction operations to minimize conflicts and facilitate temporary Owner entrance.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except as otherwise indicated. Work hours shall be limited to a standard 8-hour work day. Owner costs associated with any additional work hours, including oversight coverage by the Construction Manager and Project Monitor, including the hours described below, shall be the financial responsibility of the Contractor.
 - 1. Weekend Hours: weekend and extended weekday work shall only be allowed upon approval of the Owner and Construction Manager.
 - 2. Hours for Utility Shutdowns: Any utility shutdowns must be coordinated with the Owner and Construction Manager.
- C. Noise, Vibration, Dust and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption with Construction Manager and Owner.
 - 1. Notify Construction Manager not less than 5 days in advance of proposed disruptive operations.
 - 2. Obtain Construction Manager's written permission before proceeding with disruptive operations.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 1 General Requirements: Requirements of Sections in Division I apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Drawing and specifications are intended be complementary. Coordinate Drawing content with Specification content. Notify Construction Manager of any discrepancies noted.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

- 3.1 Work shall be in accordance with the best standards of industry practice and in compliance with applicable codes, rules and regulations of entities having jurisdiction.

END OF SEND OF SECTION 011000

SECTION 012900 - PAYMENT PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
 - 1. Division 1 Section "Summary of Work".
 - 2. Division 1 Section "Measurement and Payment"
 - 2. Division 1 Section "Project Management and Coordination" for administrative procedures for handling changes to the Contract.
 - 3. Division 1 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of Contractor's construction schedule.
 - 4. All Division 2 specifications.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Construction Manager before work starts, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each major task or Specification Section as appropriate.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Contractor's name and address.
 - d. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Change Orders (numbers) that affect value.
 - e. Dollar value of the following, as a percentage of the Contract Sum to nearest one hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. The break down shall be arranged in accordance with the contract phasing schedule. Coordinate with the work elements provided in the Project Manual table of contents. Provide multiple line items for principal subcontract amounts where appropriate.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

The Contractor shall be advised that the Project is being funded through a Restore New York Grant Program and other potential funding sources. In addition to the items required below, payment applications shall include all required documentation as required by the funding source. Incomplete applications will be returned to the Contractor without payment.

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Construction Manager and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document 702 and AIA Document 703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Construction Manager will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices.
Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Materials previously stored and included in previous Applications for Payment.
 - b. Work completed for this Application utilizing previously stored materials.
 - c. Additional materials stored with this Application.
 - d. Total materials remaining stored, including materials with this Application.
- F. Transmittal: Submit four (4) signed and notarized original copies of each Application for Payment to Construction Manager by a method ensuring receipt within 3 days. Each copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Lien: Complete and submit waivers of Lien forms and submit with each Payment Application.
- H. Certification Statement: The Contractor shall provide a certification statement with each payment requisition certifying that all subcontractors, subconsultants, suppliers, vendors, or other entities engaged by the Contractor have been paid in full the amount due through the current payment application. The certification statement shall be signed by an officer in the company and shall be notarized by a NYS notary.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors, subconsultants, suppliers, vendors and others (as applicable).
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 5. Products list (if applicable).
 6. Schedule of unit prices (if applicable).

7. Submittal schedule (preliminary if not final).
 8. Copies of permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.
 13. Performance and payment bonds.
 14. Data needed to acquire Owner's insurance.
- J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. Affidavit and Final Waiver of Claims and Liens and Release of Rights.
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 012977 - MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The Contractor shall furnish all labor, material, tools, equipment, utilities, and other services necessary to perform the required work at the lump sum prices for the items listed in the Bid Form.
- B. All prices shall include all necessary material, overhead, profit and applicable taxes.
- C. The items listed in Paragraph 1.3 refer to and are the same pay items listed in the bid forms. They constitute all of the pay items in this Contract. No separate or additional payment will be made for any work required by the specifications or drawings unless it is defined as a pay item herein.

1.2 RELATED PROVISIONS SPECIFIED ELSEWHERE

- A. General Conditions.

1.3 WORK ITEMS

- A. The project will include work items 1 thru 13 listed below: all bonding, labor, material, tools, equipment, supervision, permit fees, handling and disposal costs from asbestos abatement, hazardous materials remediation and environmental cleaning, demolition and Controlled Demolition final cleaning and securing the project site. More specifically, bid work includes all work defined in the Contract Manual and on the Project Drawings, summarized by work elements included in Section 011000.1.5.
- B. Measurement: These items are on a lump sum price basis.
- C. Payment: The lump sum bid for these items shall be payment in full for all work detailed in 1.3 A. above which is broken down into the following work elements.

Item No.	Description- the following work items will apply to the project
1	Utility terminations and site preparation activities
2	Removal of remaining universal or hazardous materials prior to demolition.
3	Abatement of any remaining asbestos containing materials from building interiors as noted on the contract drawings.
4	Abatement of all exterior asbestos containing materials as noted on the contract drawings.
5	Removal of all stucco and exterior façade materials. All stucco and façade materials shall be disposed of in a NYSDEC licensed landfill.
6	Demolition of all buildings and structures as defined on the contract drawings.
7	Perform on-site crushing of concrete and clean hard materials.
8	Removal of slabs over basements to prepare for backfilling, fracture basement slabs.
9	Backfill all basement areas and voids with crushed concrete as noted on the contract drawings.
10	Provide clean stone backfill as required to bring basements to the first floor slab elevation.
11	Disposal of all regulated wastes at a licensed NYDEC landfill. Disposal of any excess concrete not used for site backfill.
12	Provide all security fencing as shown on the contract drawings and provide final site restoration

END OF SECTION 012977

SECTION 013119 - PROJECT MANAGEMENT AND COORDINATION

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination drawings.
 - 4. Requests for Information (RFIs).
 - 5. Project meetings.
- B. Related Sections:
 - 1. Division I Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Division I Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking information from Engineer or Owner during construction.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Pre-demolition conferences.
 7. Project closeout activities.
- D. Conservation: Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 KEY PERSONNEL

- A. Key Personnel Names: Prior to starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including office and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI.
 1. Construction Manager will return RFIs submitted to Construction Manager by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Owner and Engineer.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. Engineer's Action: Engineer and Construction Manager will review each RFI, determine action required, and respond. Allow 10 calendar days for response for each RFI. RFIs received by or Construction Manager after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Engineer and Construction Manager's action may include a request for additional information, in which case Engineer and Construction Manager's time for response will date from time of receipt of additional information.
 3. Engineer and Construction Manager's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit a Change Proposal.
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Construction Manager in writing within 7 calendar days of receipt of the RFI response.

1.8 PROJECT MEETINGS

- A. General: Construction Manager will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: Construction Manager will inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Contractor of scheduled meeting dates and times.
 - 2. Agenda: Construction Manager will prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Construction Manager will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Contractor, within five days of the meeting.
- B. Preconstruction Conference: Construction Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner, Contractor and Engineer, but no later than 7 days after the Notice to Proceed.
 - 1. Conduct the conference to review responsibilities and personnel assignments.
 - 2. Attendees: Authorized representatives of Owner, Construction Manager, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Preparation of record documents.
 - m. Use of the premises.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Construction waste management and recycling.
 - s. Parking availability.
 - t. Office, work, and storage areas.
 - u. Equipment deliveries and priorities.

- v. First aid.
- w. Security.
- x. Progress cleaning.
- y. Safety.

- 4. Minutes: The Construction Manager will conduct the meeting and record and distribute meeting minutes.

C. Progress Meetings: Construction Manager will conduct bi-weekly progress meetings.

- 1. Attendees: In addition to representatives of Owner, Construction Manager, and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
- 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Access.
 - 6) Site utilization.
 - 7) Temporary facilities and controls.
 - 8) Progress cleaning.
 - 9) Quality and work standards.
 - 10) Status of correction of deficient items.
 - 11) Field observations.
 - 12) Status of RFIs.
 - 13) Status of proposal requests.
 - 14) Pending changes.
 - 15) Status of Change Orders.
 - 16) Pending claims and disputes.

- 17) Documentation of information for payment requests.
4. Minutes: The Construction Manager will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Contractor to revise construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule prior to the next meeting. The Contractor shall submit an up to date construction schedule with each application for payment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013119

SECTION 013226 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Daily construction reports.
 - 3. Field condition reports.
 - 4. Special reports.
- B. Related Sections:
 - 1. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
 - 2. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.

2. three (3) paper copies upon request.
- B. Daily Construction Reports: Submit at weekly intervals.
- C. Field Condition Reports: Submit at time of discovery of differing conditions.
- D. Special Reports: Submit at time of unusual event.

1.5 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
 1. Review content and format for reports.
 2. Verify availability of qualified personnel needed to develop and update schedule.
 3. Review and finalize list of construction activities to be included in schedule.
 4. Review submittal requirements and procedures.
 5. Review procedures for updating schedule.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from entities involved.
 2. Coordinate each construction activity with other activities and schedule them in proper sequence.

PART 2 – PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Construction Manager.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Construction Manager's administrative procedures necessary for certification of Substantial Completion.
 5. Punch List and Final Completion: Include not more than 10 calendar days for punch list and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division I Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Use of premises restrictions.
 - b. Seasonal variations.
 - c. Environmental control.
 4. Work Stages: Indicate important stages of construction/demolition for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Deliveries.
 - e. Demolition.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered RFIs.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.

- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within 7 days of date established for the Notice to Proceed. Base schedule on the start-up construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer completing, indicate an estimated completion percentage in 5 percent increments within time bar.

2.3 REPORTS

- A. Daily Activity Reports: Prepare a daily activity report which provides the following information concerning events at Project site:
 - 1. Summary of work completed
 - 2. List of subcontractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (refer to special reports).
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Construction Manager within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, the Contractor shall prepare and submit a special report. The Contractor shall list the chain of events, personnel participating along with any response from the personnel, an evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 – EXECUTION

- A. Contractor's Construction Schedule Updating: update schedule to reflect actual construction progress and activities. Issue schedule update before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same location. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013226

SECTION 013300 - SUBMITTALS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. Division I Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Division I Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Division I Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
- C. Table of Submittals. A Table of Submittals is provided for convenience at the end of this Section. Contractor shall provide all submittals listed on the table and shall also provide all other submittals not listed or omitted from the list that are identified in or required by provisions of the Contract, including General and Supplementary Conditions and other all other Specification Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's and Construction Manager's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals, if requested.
 - 1. Contractor shall provide electronic copies of all submittals.
 - 2. Contractor shall provide up to three (3) hard copies upon request of each submittal.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Construction Manager's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow minimum of 10 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required.
 - 2. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
 - 3. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 4. Resubmittal Review: Allow 7 calendar days for review of each resubmittal.
- D. Identification and Information:
 - 1. All submittals shall include a submittal transmittal cover sheet in a format acceptable to the Construction Manager. The submittal transmittal cover sheet shall be complete and include the following information;
 - 2. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Contractor.
 - d. Name of subcontractor.
 - e. Submittal number or other unique identifier, including revision identifier.
 - f. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
 - g. Number and title of appropriate Specification Section.
 - h. Drawing number and detail references, as appropriate.
 - i. Other necessary identification.
 - j. Certification by the Contractor certifying submitted item meets the requirements of project documents.

- E. Deviations: Identify deviations from the Contract Documents on submittals.
- F. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Engineer or Construction Manager observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer and Construction Manager.
- G. Transmittal: Contractor shall use transmittal form CM103 which can be obtained from the Construction Manager.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked as approved.
- I. Distribution: Furnish copies of final submittals to authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals that are marked approved.

PART 2 – PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections.
 - 1. Submit "Contract Labor Rate Worksheet" on form CM 102 which can be obtained from the Construction Manager.
 - 2. Action Submittals: Submit an electronic copy and up to three (3) paper copies of each submittal, unless otherwise indicated through the Construction Manager.
 - 3. Informational Submittals: Submit an electronic copy and up to three (3) paper copies of each submittal, unless otherwise indicated.
 - 4. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division I Section "Closeout Procedures."
 - 5. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

6. Test and Inspection Reports Submittals: Comply with requirements specified in Division I Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. Submit an electronic copy and up to three (3) paper copies of Product Data, unless otherwise indicated.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
 3. Submit Shop Drawings in the following format:

- a. Submit an electronic copy and up to three (3) paper copies of each submittal.
- D. Samples: Submit Samples for review.
 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.
 1. Submit product schedule in the following format:
 - a. Submit an electronic copy and up to three (3) paper copies of product schedule or list, unless otherwise indicated.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division I Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division I Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
 4. Submit subcontract list in the following format:
 - a. Number of Copies: An electronic copy and up to three (3) paper copies of subcontractor list, unless otherwise indicated.
- J. Coordination Drawings: Comply with requirements specified in Division I Section "Project Management and Coordination."

- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of engineers and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- S. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."
- T. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- U. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 – EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer and Construction Manager.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 1 Section "Closeout Procedures."
- C. Approval Stamp or Equivalent: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S AND CONSTRUCTION MANAGER'S ACTION

- A. General: Engineer and Construction Manager will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer and Construction Manager will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer and Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Engineer and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer and Construction Manager will forward each submittal to appropriate party.
- D. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

Attached Below – Table of Submittals

FORMER BEECH-NUT PLANT DEMOLITION
MONTGOMERY COUNTY
CANAJOHARIE, NEW YORK

SUB NO.	Description	Spec Section(s)	Submittal Schedule	Proposed Submittal Date	1st Submittal	1st Rejection	Revised Submittal	Revised Rejection	Approved as Noted	Approved
SECTION 013529 HEALTH AND SAFETY										
1	Health and Safety Plan (HASP)*	013529-1	Prior to Start of Work							
2	Qualifications of Health and Safety Coordinator	013529-5	Prior to Start of Work							
3	Qualifications of Safety Officer (SO)	013529-5	Prior to Start of Work							
4	Qualifications of Health and Safety Technicians (HST)	013529-6	Prior to Start of Work							
5	Qualifications of Medical Consultant (MC)	013529-6	Prior to Start of Work							
6	OSHA Training Certificates	013529-7	Prior to Start of Work							
7	Proof of Medical Surveillance Program Participation	013529-7	Prior to Start of Work							
8	Site Control Map	013529-8	Prior to Start of Work							
9	Air Monitoring Program*	013529-15	Prior to Start of Work							
10	Daily Real Time Air Monitoring Results	013529-16	Daily							
11	Documentation Air Monitoring Results	013529-18	Within 7 days of sampling							
12	Emergency Response and Contingency Plan*	013529-20	Prior to Start of Work							
13	Personal Injury Response Plan*	013529-20	Prior to Start of Work							
14	Spill Contingency Plan*	013529-22	Prior to Start of Work							
15	Confined Space Entry Program*	013529-22	Prior to Start of Work							
16	Safety Log	013529-23	Weekly							
17	Daily Work Report	013529-23	Daily							
18	Emergency/Accident Report	013529-23	As Applicable							
19	Community Protection Plan*	013529-24	Prior to Start of Work							
20	Vapor Emission Response Plan*	013529-25	Prior to Start of Work							
21	Major Emission Response Plan*	013529-25	Prior to Start of Work							
22	Odor Response Plan*	013529-25	Prior to Start of Work							

FORMER BEECH-NUT PLANT DEMOLITION
MONTGOMERY COUNTY
CANAJOHARIE, NEW YORK

SUB NO.	Description	Spec Section(s)	Submittal Schedule	Proposed Submittal Date	1st Submittal	1st Rejection	Revised Submittal	Revised Rejection	Approved as Noted	Approved
23	On/Off Site Spill Response Plan*	013529-26	Prior to Start of Work							
SECTION 012900 PAYMENT PROCEDURES										
24	Schedule of Values	012900-1	At Least 7 Days Prior to Initial Application for Payment							
SECTION 013119 PROJECT MANAGEMENT AND COORDINATION										
25	Coordination Drawings	013119-1	As Applicable							
26	List of Key Personnel	013119-2	Prior to Start of On Site Activities							
27	Request for Information (RFI) Log	013119-2	Weekly							
28	Updated Construction Schedule	013119-5	Prior to Each Progress Meeting							
SECTION 013226 CONSTRUCTION PROGRESS DOCUMENTATION										
29	Daily Construction Reports	013226-4	Weekly							
30	Field Condition Reports	013226-4	At Time of Differing Conditions							
31	Special Reports	013226-4	At Time of Unusual Event							
32	Gantt-Chart Construction Schedule	013226-4	Within 7 Days of Notice to Proceed							
SECTION 015000 TEMPORARY FACILITIES AND CONTROLS										
33	Site Plan**	015000-1	Prior to Start of Work							
34	Erosion and Sedimentation Control Plan**	015000-1	Prior to Start of Work							
35	Dust/Noise Control Plan**	015000-2	Prior to Start of Work							
36	Rodent Control Plan**	015000-2	Prior to Start of Work							
37	Quality Assurance of Electric Service	015000-2	Prior to Start of Work							
38	Quality Assurance of Tests and Inspections - Certifications and Permits	015000-2	Prior to Start of Work							
SECTION 015719 CONSTRUCTION WASTE MANAGEMENT										
39	Waste Management Plan**	015719-3	Within 10 Days of Notice to Proceed							
40	Waste Characterization Reports	015719-2	As Work Progresses							
41	Waste Reduction Calculations	015719-2	Before Request for Substantial Completion							

FORMER BEECH-NUT PLANT DEMOLITION
MONTGOMERY COUNTY
CANAJOHARIE, NEW YORK

SUB NO.	Description	Spec Section(s)	Submittal Schedule	Proposed Submittal Date	1st Submittal	1st Rejection	Revised Submittal	Revised Rejection	Approved as Noted	Approved
42	Records of Donations		As Work Progresses							
43	Records of Sales		As Work Progresses							
44	Recycling and Processing Facility Records	015719-2	As Work Progresses							
45	Landfill and Incinerator Disposal Records	015719-2	As Work Progresses							
SECTION 015715 EMERGENCY SPILL CONTROL										
46	Emergency Spill Control Plan* (cross ref 01135)	015715-2	Prior to Start of Work							
47	Spill Incident Report	015715-3	Within 24 Hours of Incident							
SECTION 015213 CONSTRUCTION MANAGERS OFFICE TRAILER										
48	Trailer Layout	015213-1	Prior to Start of Work							
49	Catalog Cuts	015213-1	Prior to Start of Work							
SECTION 017716 CLOSEOUT PROCEDURES										
50	Punch List	017716-3	Prior to Requesting Inspection for Substantial Completion							
51	Warranties, Workmanship Bonds, Maintenance Service Agreements, Final Certifications, and Similar Documents	017716-1	Prior to Requesting Inspection for Substantial Completion							
52	Releases Permitting Unrestricted Use of the Work	017716-1	Prior to Requesting Inspection for Substantial Completion							
53	Final Record Information (cross ref 01781)	017716-1	Prior to Requesting Inspection for Substantial Completion							
54	Written Request for Inspection for Substantial Completion	017716-2	Upon Completion of Prerequisite Requirements							
55	Final Application for Payment	017716-2	Before Request for Final Inspection							
56	Certified Construction Manager's Substantial Completion Inspection List	017716-2	Before Request for Final Inspection							
57	Evidence of Final, Continuing Insurance Coverage	017716-2	Before Request for Final Inspection							

FORMER BEECH-NUT PLANT DEMOLITION
MONTGOMERY COUNTY
CANAJOHARIE, NEW YORK

SUB NO.	Description	Spec Section(s)	Submittal Schedule	Proposed Submittal Date	1st Submittal	1st Rejection	Revised Submittal	Revised Rejection	Approved as Noted	Approved
58	Pest Control Final Inspection Report and Warranty	017716-2	Before Request for Final Inspection							
59	Request for Final Inspection for Acceptance	017716-2	Upon Completion of Prerequisite Requirements							
SECTION 020100 PROTECTION OF EXISTING FACILITIES										
60	Confirmation of Notification of Police and Fire Departments	020100-2	Prior to Start of Demolition							
SECTION 028213 ASBESTOS ABATEMENT										
61	ACM Variance Applications	028213-2	Prior to Start of Work							
62	ACM Variance Applications Approval	028213-2	Prior to Start of Work							
63	Federal and State Agency Notifications	028213-3	As required by respective agency							
64	Building Occupant Notification	028213-3	As required by agencies							
65	NY State Dept. of Labor Asbestos Contractors License	028213-3	At Least 7 Days Prior to Pre-Construction Meeting							
66	List of Projects Performed within the Past 2 years		At Least 7 Days Prior to Pre-Construction Meeting							
67	Progress Schedule	028213-3	At Least 7 Days Prior to Pre-Construction Meeting							
68	Asbestos Certification Cards (completed within the past 12 months)		Prior to Start of Work							
69	Proof of Respiratory Fit Tests	028213-9	Prior to Start of Work							
70	Abatement Work Plan**	028213-3	At Least 7 Days Prior to Pre-Construction Meeting							
71	Qualifications of Project Supervisor	028213-8	At Least 7 Days Prior to Pre-Construction Meeting							
72	NYSDEC Waste Transporter Permit	028213-3	At Least 7 Days Prior to Pre-Construction Meeting							
73	Disposal Site/Landfill/Recycler Permit and Facility Information	028213-3	At Least 7 Days Prior to Pre-Construction Meeting							

FORMER BEECH-NUT PLANT DEMOLITION
MONTGOMERY COUNTY
CANAJOHARIE, NEW YORK

SUB NO.	Description	Spec Section(s)	Submittal Schedule	Proposed Submittal Date	1st Submittal	1st Rejection	Revised Submittal	Revised Rejection	Approved as Noted	Approved
74	Evidence of Training and Examinations	028213-9	Prior to Start of Work							
75	Worker Acknowledgements		Prior to Start of Work							
76	Personal Air Monitoring Results	028213-8	Daily							
77	Project Closeout Submittals	028213-3	Within 30 Days of Project Completion							
78	Project Log Book Required by NYSDOL	028213-12	Weekly							
79	Environmental Laboratory Certifications		Prior to Start of Work							

FORMER BEECH-NUT PLANT DEMOLITION
MONTGOMERY COUNTY
CANAJOHARIE, NEW YORK

SUB NO.	Description	Spec Section(s)	Submittal Schedule	Proposed Submittal Date	1st Submittal	1st Rejection	Revised Submittal	Revised Rejection	Approved as Noted	Approved
SECTION 024119 BUILDING DEMOLITION										
80	Demolition and Removal Work Plan**	024119-3	Prior to Start of Work							
81	Schedule of Building Demolition Activities	024119-3	Prior to Start of Work							
82	Building Demolition Plans	024119-3	Prior to Start of Work							
83	Inventory of Items to be Removed or Salvaged	024119-3	Prior to Start of Work							
84	Pre-Demolition Photographs and Video	024119-3	Prior to Start of Work							
85	Landfill and Disposal Records	024119-3	As Work Progresses							
86	Vibration Monitoring Specialist Qualifications	024119-6	Prior to Start of Work							
SECTION 022235 RECYCLED CRUSHED MATERIALS										
87	Crushing Equipment Details and Operations Plan	022235-1	Prior to Demo							

Notes:

* - indicates that item may be submitted as part of a single comprehensive Health and Safety Plan.

** - indicates that item may be submitted as part of a single comprehensive Work Plan.

SECTION 013529 - HEALTH AND SAFETY

PART 1 - GENERAL

1.1 SUMMARY

- A. The Contractor is solely responsible and liable for the health and safety of all on-site personnel and any off-site community potentially impacted by the construction. This section described the minimum health and safety requirements for this project including the requirements for the development of a written Health and Safety Plan (HASP). All on-site workers must comply with the requirements of the HASP. The Contractor's HASP must comply with all applicable federal and state regulations protecting human health and the environment from the hazards posed by activities during this site remediation.
- B. Contractor shall be responsible for all costs associated with project health and safety requirements.

1.2 BASIS

- A. The Occupational Safety and Health Administration (OSHA) Standards and Regulations contained in Title 29, Code of Federal Regulations, Parts 1910 and 1926 (20 CFR 1910 and 1926) and subsequent additions and/or modifications, the New York State Labor Law Section 876 (Right-to-Know Law), the Standard Operating Safety Guidelines by the United States Environmental Protection Agency (EPA), Office of Emergency and Remedial Response and the Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (NIOSH, OSHA, USCG, and EPA) provide the basis for the safety and health program. Additional specifications within this section are in addition to OSHA regulations and reflect the positions of both the EPA and the National Institute for Occupation Safety and Health (NIOSH) regarding procedures required to ensure safe operations at abandoned hazardous waste disposal sites.
- B. The safety and health of the public and project personnel and the protection of the environment will take precedence over cost and schedule considerations for all project work. Any additional costs will be considered only after the cause for suspension of operations is addressed and work is resumed. The Owner, Construction Manager and the Contractor's Superintendent will be kept apprised, by the Contractor's Safety Officer, of conditions which may adversely affect the safety and health of project personnel and the community. The Owner may stop work for health and safety reasons. If work is suspended for health and/or safety reasons, it shall not resume until approval is obtained from the Owner. The cost of work stoppage due to health and safety is the responsibility of the Contractor under this Contract.

1.3 HEALTH AND SAFETY DEFINITIONS

The following definitions shall apply to the work of this Contract:

- A. Project Personnel: Project personnel include the Engineer, Construction Manager, Contractor, Subcontractors, and Federal and State Representatives, working or having official business at the Project Site.
- B. Authorized Visitor: Authorized visitors shall receive approval to enter the site from the Safety Officer. The Safety Officer has primary responsibility for determining who is qualified and may enter the site.
- C. Health and Safety Coordinator (HSC): The HSC shall be a Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP) retained by the Contractor. The HSC will be responsible for the development and implementation for the HASP.
- D. Safety Officer (SO): The SO will be the Contractor's on-site person who will be responsible for the day-to-day implementation and enforcement of the HASP.
- E. Health and Safety Technicians (HST): The HST(s) will be the Contractor's on-site personnel who will assist the SO in the implementations of the HASP, in particular, with air monitoring in active work areas and maintenance of safety equipment.
- F. Medical Consultant (MC): The MC is a physician retained by the Contractor who will be responsible for conducting physical exams as specified under the Medical Monitoring Programs in this section.
- G. Project Site: The area designated on the Site Plans, which includes the Contractor Work Area.
- H. Contractor Work Area: An area of the project site including the Support Zone, access road staging area, and Exclusion Zone.
- I. Contractor Support Zone: An area of the Contractor Work Area outside the Exclusion Zone, accessible for deliveries and visitors. No persons, vehicles, or equipment may enter these areas from the Exclusion Zone without having gone through specified decontamination procedures in the adjacent Contamination Reduction Zone.
- J. Staging Areas: Areas within the Exclusion Zone for the temporary staging of contaminated soil and debris.
- K. Exclusion Zone: The innermost area within the Contractor Work Area that encloses the area of contamination. Protective clothing and breathing apparatus as specified in the health and safety requirements and in the Contractor's approved HASP must be worn.
- L. Contamination Reduction Zone: An area at the Exit Point of the Exclusion Zone through which all personnel, vehicles, and equipment must enter and exit. All decontamination of vehicles and equipment and removal of personal protective clothing and breathing

apparatus must take place at the boundary between the Exclusion Zone and the Contamination Reduction Zone.

- M. Owner's on-site representative: The Owner's representative assigned responsibility and authority by the Owner for day-to-day field surveillance duties.
- N. Work: Work includes all labor, materials, and other items that are shown, described, or implied in the Contract and include all extra and additional work and material that may be ordered by the Construction Manager.
- O. Monitoring: The use of direct reading field instrumentation to provide information regarding the levels of gases and/or vapor, which are present during remedial action. Monitoring shall be conducted to evaluate employee potential exposures to toxic materials and hazardous conditions.

1.4 RESPONSIBILITIES

The Contractor will be responsible for the following:

- A. The Contractor will perform all work required by the Contract Documents in a safe and environmentally acceptable manner. The contractor will provide for the safety of all project personnel and the community for the duration of the Contract.
- B. The Contractor shall:
 - 1. Employ a SO who shall be assigned full-time responsibility for all tasks described herein under this HASP. In the event the SO cannot meet his responsibilities, the Contractor shall be responsible for obtaining the services of an "alternate" SO meeting the minimum requirements and qualifications contained herein. No work will proceed on this project in the absence of an approved SO on the project site.
 - 2. Be responsible for the pre-job indoctrination of all project personnel with regard to the HASP and other safety requirements to be observed during work, including but not limited to (a) potential hazards, (b) personal hygiene principles, (c) personal protection equipment, (d) respiratory protection equipment usage and fit testing, and (e) emergency procedures dealing with fire and medical situations.
 - 3. Be responsible for the implementation of this HASP, and the Emergency Contingency and Response Plan.
 - 4. Provide and ensure that all project personnel are properly clothed and equipped and that all equipment is kept clean and properly maintained in accordance with the manufacturer's recommendations or replaced as necessary.
 - 5. Have sole and complete responsibility of safety conditions for the project, including safety of all persons (including employees).
 - 6. Be responsible for protecting the project personnel and the general public from hazards due to the exposure, handling, and transport of contaminated materials. Barricades, lanterns, roped-off areas, and proper signs shall be furnished in sufficient amounts and locations to safeguard the project personnel and public at all times.
 - 7. Make certain all OSHA health and safety requirements are met.
 - 8. Maintain a chronological log of all persons entering the project site. It will include organization, date, and time of entry and exit. Each person must sign in and out.

1.5 SUBMITTALS

The Contractor shall submit a HASP to the Engineer for review in accordance with SECTION 013300 SUBMITTALS. The HASP shall govern all work performed for this contract. The HASP shall address, at a minimum, the following items:

- A. Health and Safety Organization.
- B. Site Description and Hazard Assessment.
- C. Training.
- D. Medical Surveillance.
- E. Work Areas.
- F. Standard Operating Safety Procedures and Engineering Controls.
- G. Personal Protective Equipment (PPE).
- H. Personnel Hygiene and Decontamination.
- I. Equipment Decontamination.
- J. Air Monitoring.
- K. Emergency Equipment/First Aid Requirements.
- L. Emergency Response and Contingency Plan.
- M. Confined-Space Entry Procedures.
- N. Spill Containment Plan.
- O. Heat & Cold Stress.
- P. Record Keeping.
- Q. Community Protection Plan.

The Contractor shall not initiate on-site work until an acceptable HASP addressing all Engineer review comments has been developed. The following sections will describe the requirements of each of the above-listed elements of the HASP.

1.6 HEALTH AND SAFETY ORGANIZATION

The Contractor shall list in the HASP a safety organization with specific names and responsibilities. At a minimum, the Contractor shall provide the services of a Health and Safety Coordinator, SO, Health and Safety Technician, and a Medical Consultant.

- A. Health and Safety Coordinator: The Contractor must retain the services of a Health and Safety Coordinator (HSC). The HSC must be an American Board of Industrial Hygiene (ABIH), Certified Industrial Hygienist (CIH) or a Certified Safety Professional (CSP). The HSC must have a minimum of two years experience in demolition and asbestos abatement work and have a working knowledge of federal and state occupational health and safety regulations. The HSC must be familiar with air monitoring techniques and the development of health and safety programs for personnel working in potentially toxic atmospheres.

In addition to meeting the above requirements the HSC will have the following responsibilities:

1. Responsibility for the overall development and implementation of the HASP. The HSC shall be required to sign and certify the HASP.
2. Responsibility for the initial training of on-site workers with respect to the contents of the HASP.
3. Availability during normal business hours for consultation by the Safety Officer.
4. Availability to assist the Safety Officer in follow-up training and if changes in site conditions occur.

- B. Safety Officer: The designated SO must have, at a minimum, two years of experience in demolition and asbestos abatement field experience. The SO must have formal training in health and safety and be conversant with federal and state regulations governing occupational health and safety. The SO must be certified in CPR and first aid and have experience and training in the implementation of personal protection and air monitoring programs. The SO must have "hands-on" experience with the operation and maintenance of real-time air monitoring equipment. The SO must be thoroughly knowledgeable of the operation and maintenance of air-purifying respirators (APR) and supplied-air respirators (SAR) including SCBA and airline respirators.

In addition to meeting the above qualifications, the SO will be responsible for the following minimum requirements:

1. Responsibility for the implementation, enforcement, and monitoring of the health and safety plan.
2. Responsibility for the pre-construction indoctrination and periodic training of all on-site personnel with regard to this safety plan and other safety requirements to be observed during construction, including:
 - a. Potential Hazards.
 - b. Personal hygiene principles.
 - c. PPE.
 - d. Respiratory protection equipment usage and fit testing.
 - e. Emergency procedures dealing with fire and medical situations.

- f. Conduct daily update meetings in regard to health and safety.
 - 3. Responsibility for alerting the Owner's on-site representative prior to the Contractor starting any particular hazardous work.
 - 4. Responsibility for informing project personnel of the New York State Labor Law Section 876 (Right-to-Know Law).
 - 5. Responsibility for the maintenance of separation of Exclusion Zone (Dirty) from the Support Zone (Clean) areas as described hereafter.
- C. Health and Safety Technicians: The Health and Safety Technician (HST) must have one year of demolition and asbestos abatement or related experience and be knowledgeable of applicable occupational health and safety regulations. The HST must be certified in CPR and first aid. The HST will be under direct supervision of the SO during on-site work. The HST must be familiar with the operations, maintenance and calibration of monitoring equipment used in this remediation. An HST will be assigned to each work crew or task in potentially hazardous areas.
- D. Medical Consultant: The Contractor is required to retain a Medical Consultant (MC) who is a physician, certified in occupational medicine. The physician shall have experience in the occupational health area and shall be familiar with potential site hazards of remedial action projects. The MC will also be available to provide annual physicals and to provide additional medical evaluations of personnel when necessary.

1.7 SITE DESCRIPTION AND HAZARD ASSESSMENT

The Contractor shall perform a hazard assessment to provide information to assist in selection of PPE and establish air-monitoring guidelines to protect on-site personnel, the environment, and the public. The Contractor shall provide a general description of the site, its location, past history, previous environmental sampling results, and general background on the conditions present at the site.

- A. Chemical Hazards: A qualitative evaluation of chemical hazards shall be based on the following:
 - 1. Nature of potential contaminants;
 - 2. Location of potential contaminants at the project site;
 - 3. Potential for exposure during site activities; and
 - 4. Effects of potential contaminants on human health.
- B. Biological Hazards: A qualitative evaluation of biological hazards (blood borne pathogens, insects, and other elements.)
- C. Physical Hazards: The Contractor shall assess the potential for physical hazards affecting personnel during the performance of on-site work.

1.8 TRAINING

A. OSHA Training

1. The Contractor is responsible to ensure that all project personnel have been trained in accordance with OSHA 29 CFR 1910.1200 (Hazard Communication) and 29 CFR 1910.134 (Respiratory Protection) regulations as applicable to the task they are performing.
2. The Contractor shall ensure that all employees are informed of the potential hazards of toxic chemicals to the unborn child and of the risks associated with working at the project site.
3. The Contractor shall be responsible for and guarantee that personnel who have not successfully completed the required training are not permitted to enter the project work areas requiring trained personnel to perform work.

B. Safety Meetings

The SO will conduct daily safety meetings for each working shift that will be mandatory for all project personnel. The meetings will provide refresher courses for existing equipment and protocols and will examine new site conditions as they are encountered.

Pre-entry briefing. The site specific safety and health plan shall provide for pre-entry briefings to be held prior to initiating any site activity; and as such other times as necessary to ensure that employees are apprised of the site safety and health plan and that this plan is being followed. The information and data obtained from site characterization and analysis work shall be used to prepare and update the site safety and health plan.

1. Additional safety meetings will be held on an as-required basis.
2. Should any unforeseen or site-specific safety-related factor, hazard or condition become evident during the performance of work at this site the Contractor will bring such to the attention of the SO in writing as quickly as possible for resolution. In the interim the Contractor will take prudent action to establish and maintain safe working conditions and to safeguard employees, the public, and the environment.

1.9 MEDICAL SURVEILLANCE

- A. The Contractor shall utilize the services of a Physician to provide the minimum medical examinations and surveillance specified herein. The name of the Physician and evidence of examination of all Contractor and Subcontractor on-site personnel shall be kept by the SO.
- B. Contractor and Subcontractor project personnel involved in this project shall be provided with medical surveillance prior to onset of work and in accordance with 29 CFR 1910.120 (f)

Physical examinations are required for:

1. All employees who are or may be exposed to hazardous substances or health hazards at or above the established permissible exposure limit, above the published exposure levels for these substances, without regard to the use of respirators, for 30 days or more a year;
2. All employees who wear a respirator for 30 days or more a year or as required by 1910.134;
3. All employees who are injured, become ill or develop signs or symptoms due to possible overexposure involving hazardous substances or health hazards from an emergency response or hazardous waste operation; and
4. Members of HAZMAT teams.

1.10 SITE CONTROL

A. Security

1. The Contractor shall be responsible for the security and control of the project site within the project limits throughout the duration of the project. The Contractor is responsible for keeping trespassers from trespassing on the site.
2. Security identification, specific to the project site, shall be provided by the Contractor for all project personnel entering the project site. The Contractor shall be responsible for and ensure that such identification shall be worn by each individual, visible at all times, while the individual is on the site. Vehicular access to the site, other than to designated parking areas, shall be restricted to authorized vehicles only.
3. Use of on-site designated parking areas shall be restricted to vehicles of the Owner, Owner's on-site representative, Contractor, subcontractor, and service personnel assigned to the site and actually on duty but may also be used on short-term basis for authorized visitors.
4. The Contractor shall be responsible for maintaining a log of security incidents and visitor access granted.
5. The Contractor shall require all personnel having access to the project site to sign-in and sign-out, and shall keep a record of all site access.
6. All approved visitors to the site shall be briefed by the SO on safety and security, provided with temporary identification and safety equipment, and escorted throughout their visit.
7. Project sites shall be posted, "Warning, Demolition in Progress, Do Not Enter" and access restricted by the use of a snow fences or equal at a minimum. Warning signs shall be posted at a minimum of every 500 feet.

B. Site Control

The Contractor shall provide the following site control procedures as a minimum:

1. A Site map;
2. A map showing site work zones;
3. The use of a "buddy system"; and

4. Standard operating procedures or safe work practices.

C. Work Areas

The Contractor will clearly layout and identify work areas in the field and will limit equipment, operations and personnel in the areas as defined below:

1. Regulated Abatement Work Area – The portion of the restricted area where abatement work actually occurs. For tent work areas, the interior of each tent is a regulated abatement work area. For OSHA Class 1 and Class II asbestos abatement, the interior of the restricted area containment enclosure is the regulated abatement work area. For exterior abatement conducted without the establishment of negative air ventilation systems or containment enclosures, the entire restricted area surrounding the abatement location is considered to be the regulated abatement work area.
2. Restricted Area – This area shall include, but not be limited to the regulated abatement work areas and any contiguous decontamination facilities, adjoining staging areas where work materials, debris or waste from such work may accumulate, remote decontamination areas (if applicable), and waste storage areas (dumpsters, trailers, etc.). This area will be clearly delineated by fencing (e.g., chain link, snow fencing, or orange plastic fencing).
3. Support Zone - This area is the remainder of the work site and project site. The Support Zone will be clearly delineated and procedures implemented to prevent active or passive contamination from the work site. The function of the Support Zone includes:
 - a. An entry area for personnel, material and equipment to the work area;
 - b. An exit for decontamination personnel, materials and equipment from the "Decontamination" area of site operations;
 - c. The housing of site special services; and
 - d. A storage area for clean safety and work equipment.

1.11 STANDARD OPERATING SAFETY PROCEDURES, ADMINISTRATIVE CONTROLS

A. GENERAL

1. The Contractor will ensure that all safety equipment and protective clothing is kept clean and well maintained.
2. All prescription eyeglasses in use on this project will be safety glasses and will be compatible with respirators.
3. The SO will approve all disposable or reusable gloves worn on the site.
4. During periods of prolonged respirator usage in contaminated areas, respirator filters will be changed upon breakthrough (not defined). Respirator filters will always be changed upon exit from a regulated abatement work area requiring the use of respiratory protection.
5. All PPE used on site will be decontaminated or disposed of upon exit from a regulated abatement work area. The SO will be responsible for ensuring decontamination of PPE before reuse.
6. All respirators will be individually assigned and not interchanged between workers without cleaning and sanitizing.

7. Contractor, subcontractor and service personnel unable to pass a fit test as a result of facial hair or facial configuration shall not enter or work in an area that required respiratory protection.
8. On-site personnel found to be disregarding any provision of this plan will, at the request of the SO, be barred from the project.
9. Used disposable outerwear such as coveralls, gloves, and boots shall not be reused. Used disposable outerwear will be removed upon leaving the hazardous work zone and will be placed inside disposable containers provided for that purpose. These containers will be stored at the site at the designated staging area and the Contractor will be responsible for proper disposal of these materials at the completion of the project. This cost shall be borne by the Contractor.
10. Protective coveralls that become torn or badly soiled will be replaced immediately.
11. Eating, drinking, chewing gum or tobacco and smoking will be prohibited in the hazardous work zones.
12. All personnel will thoroughly cleanse their hands, face, and forearms and other exposed areas prior to eating, smoking or drinking.
13. All personnel will wash their hands, face, and forearms before using toilet facilities.
14. No alcohol, firearms or drugs (without prescriptions) will be allowed on site at any time.

B. Engineering Controls - Air Emissions

The Contractor shall provide all equipment and personnel necessary to monitor and control air emissions.

Engineering controls and work practices shall be instituted to reduce and maintain employee exposure to or below the permissible exposure limits for substances regulated by 29 CFR Part 1910, to the extent required by Subpart Z, except to the extent that such controls and practices are not feasible.

1.12 PERSONAL PROTECTIVE EQUIPMENT (PPE)

A. General

The Contractor shall provide all project personnel with the necessary safety equipment and protective clothing, taking into consideration the potential chemical wastes at the site. The Contractor shall supply the Owner's on-site personnel and Authorized visitors with PPE as specified.

B. Personal protective equipment selection.

1. Personal protective equipment (PPE) shall be selected and used which will protect employees from the hazards and potential hazards they are likely to encounter as identified during the site characterization and analysis.
2. Personal protective equipment selection shall be based on an evaluation of the performance characteristics of the PPE relative to the requirements and limitations

of the site, the task-specific conditions and duration, and the hazards and potential hazards identified at the site.

3. The level of protection provided by PPE selection shall be increased when additional information or site conditions show that increased protection is necessary to reduce employee exposures below permissible exposure limits and published exposure levels for hazardous substances and health hazards. NOTE: The level of employee protection provided may be decreased when additional information or site conditions show that decreased protection will not result in hazardous exposures to employees.

C. Levels of Protection

1. Personal protective equipment selection shall be based on an evaluation of the performance characteristics of the PPE relative to the requirements and limitations of the site, the task-specific conditions and duration, and the hazards and potential hazards identified at the site.
2. The following sections described the requirements of each level of protection.
3. Personal protective equipment is divided into four categories based on the degree of protection afforded. (See Part B of this appendix for further explanation of Levels A, B, C, and D hazards.)

Level A Protection

To be selected when the greatest level of skin, respirator, and eye protection is required.

The following constitute Level A equipment; it may be used as appropriate;

1. Positive pressure, full face-piece self-contained breathing apparatus (SCBA), or positive pressure supplied air respirator with escape SCBA, approved by the National Institute for Occupational Safety and Health (NIOSH).
2. Totally-encapsulating chemical-protective suit.
3. Coveralls. (1)
4. Long underwear. (1)
5. Gloves, outer, chemical-resistant.
6. Gloves, inner, chemical-resistant.
7. Boots, chemical-resistant, steel toe and shank.
8. Hard hat (under suit). (1)
9. Disposable protective suit, gloves and boots (depending on suit construction, may be worn over totally-encapsulating suit).

Level A - Level A protection should be used when:

1. The hazardous substance has been identified and required the highest level of protection for skin, eyes, and the respiratory system based on either the measured (or potential for) high concentration of atmospheric vapors, gases, or particulates; or the site operations and work functions involve a high potential for splash, immersion, or exposure to unexpected vapors, gases, or particulates or materials that are harmful to skin or capable of being absorbed through the skin,

2. Substances with a high degree of hazard to the skin are known or suspected to be present, and skin contact is possible; or
3. Operations must be conducted in confined, poorly ventilated areas, and the absences of conditions requiring Level A have not yet been determined.

Level B Protection

The highest level of respiratory protection is necessary but a lesser level of skin protection is needed.

The following constitute Level B equipment; it may be used as appropriate.

1. Positive pressure, full-facepiece self-contained breathing apparatus (SCBA), or positive pressure supplied air respirator with escape SCBA (NIOSH approved).
2. Hooded chemical-resistant clothing (coveralls and long-sleeved jacket; coveralls; one or two-piece chemical-splash suit; disposable chemical-resistant coveralls).
3. Coveralls. (1)
4. Gloves, outer, chemical-resistant.
5. Gloves, inner, chemical-resistant.
6. Boots, outer, chemical-resistant steel toe and shank.
7. Boot-covers, outer, chemical-resistant (disposable). (1)
8. Hard hat. (1)
9. Face shield. (1)

Footnote (1) Optional, as applicable.

Level B protection should be used when:

1. The type and atmospheric concentration of substances have been identified and require a high level of respiratory protection, but less skin protection.
2. The atmosphere contains less than 19.5 percent oxygen; or
3. The presence of incompletely identified vapors or bases is indicated by a direct-reading organic vapor detection instrument, but vapors and gases are not suspected of containing high levels of chemicals harmful to skin or capable of being absorbed through the skin.

Note: This involves atmospheres with IDLH concentrations of specific substances that present severe inhalation hazards and that do not represent a severe skin hazard; or that do not meet the criteria for use of air-purifying respirators.

Level C Protection

Level C - The concentration(s) and type(s) of airborne substance(s) is known and the criteria for using air purifying respirators are met.

The following constitute Level C equipment; it may be used as appropriate.

1. Full-face or half-mask, air purifying respirators (NIOSH approved).

2. Hooded chemical-resistant clothing (coveralls; two-piece chemical-splash suit; disposable chemical-resistant overalls).
3. Coveralls. (1)
4. Gloves, outer, chemical-resistant.
5. Gloves, inner, chemical-resistant.
6. Boots (outer), chemical-resistant steel toe and shank. (1)
7. Boots-covered, outer, chemical-resistant (disposable). (1)
8. Hard hat. (1)
9. Escape mask. (1)
10. Face shield. (1)

Footnote (1) Optional, as applicable.

Level C - Level C protection should be used when:

1. The atmospheric contaminants, liquid splashes, or other direct contact will not adversely affect or be absorbed through any exposed skin;
2. The types of air contaminants have been identified, concentrations measured, and an air-purifying respirator is available that can remove the contaminants; and
3. All criteria for the use of air-purifying respirators are met.

Level D Protection

Level D - A work uniform affording minimal protection; used for nuisance contamination only.

The following constitute Level D equipment; it may be used as appropriate;

1. Coveralls.
2. Gloves. (1)
3. Boots/shoes, chemical-resistant steel toe and shank.
4. Boots, outer, chemical-resistant (disposable). (1)
5. Safety glasses or chemical splash goggles. (1)
6. Hard Hat. (1)
7. Escape mask. (1)
8. Face shield. (1)

Footnote (1) Optional, as applicable.

Level D - Level D protection should be used when:

1. The atmosphere contains no known hazard; and
2. Work functions preclude splashes, immersion, or the potential for unexpected inhalation of or contact with hazardous levels of any chemicals.

Note: As stated before, combinations of personal protective equipment other than those described for Levels A, B, C, and D protection may be more appropriate and may be used to provide the proper level of protection.

As an aid in selecting suitable chemical protective clothing, it should be noted that the National Fire Protection Association (NFPA) has developed standards on chemical protective clothing. The standards that have been adopted by include:

NFPA 1991 - Standard on Vapor-Protective Suits for Hazardous Chemical Emergencies (EPA Level A Protective Clothing)

NFPA 1992- Standard on Liquid splash - Protective Suits for Hazardous Chemical Emergencies (EPA Level B Protective Clothing)

NFPA 1993 - Standard on Liquid Splash-Protective Suits for Non-emergency, Nonflammable Hazardous Chemical Situations (EPA Level B Protective Clothing)

These standards apply documentation and performance requirements to the manufacture of chemical protective suits. Chemical protective suits meeting these requirements are labeled as compliant with the appropriate standard. It is recommended that chemical protective suits that meet these standards be used.

D. Disposable Coveralls:

The Contractor shall provide, as necessary, protective coveralls for all project personnel each day with extra sets provided for the Owner's representatives and Authorized visitors. The coveralls shall be made of a disposable type made of Tyvek or equivalent material, and shall be manufactured by Durafab, Koppler, or other appropriate manufacturers. Splash-resistant suits shall be provided for certain activities including potential exposure to liquids. Ripped suits shall be immediately replaced after all necessary decontamination has taken place.

1.13 PERSONNEL HYGIENE AND DECONTAMINATION

A. Personnel Contamination

The Contractor shall provide full decontamination facilities at all hazardous zones. Decontamination facilities must be described in detail in the HASP.

B. Disposal of Spent Clothing and Material

Contaminated clothing, used respirator cartridges and other disposable items will be put into drums/containers for transport and proper disposal in accordance with TSCA and RCRA requirements. Containers/55-gallon capacity drums shall conform to the requirements of 40 CFR Part 178 for Transportation of Hazardous Materials. The containers/drums containing excavated and other hazardous materials shall be transported by the Contractor to the staging area.

The Contractor is responsible for the proper container packaging, labeling, transporting, and disposal of spent clothing and material.

1.14 EQUIPMENT DECONTAMINATION

A. General

All Equipment and material used in this project shall be thoroughly washed down in accordance with established federal and state procedures before it is removed from the project. With the exception of the excavated materials, all other contaminated debris, clothing, etc. that cannot be decontaminated shall be disposed at the Contractor's expense by a method permitted by appropriate regulatory agencies. The cost for this element of work shall be incorporated in the lump sum bid price. All vehicles and equipment used in the regulated area will be decontaminated to the satisfaction of the SO and the third party project monitor in the decontamination area on site prior to leaving the project. The Contractor will certify, in writing, that each piece of equipment has been decontaminated prior to removal from the site.

Decontamination shall take place within the designated equipment and materials decontamination area. The decontamination shall consist of degreasing (if required), following by high-pressure, hot-water cleaning, supplemented by detergents as appropriate. Wash units shall be portable, high-pressure with self-contained water storage tank and pressuring system (as required). Each unit shall be capable of heating wash waters to 180 degrees Fahrenheit and providing a nozzle pressure of 150 psi.

Personnel engaged in vehicle decontamination will wear protective clothing and equipment as determined in the HASP. If the Contractor cannot or does not satisfactorily decontaminate his tools or equipment at the completion of the project, the Contractor will dispose of any equipment that cannot be decontaminated satisfactorily and will bear the cost of such tools and equipment and its disposal without any liability to the Construction Manager. At the completion of the project, the Contractor shall completely decontaminate and clean the decontamination area.

1.15 AIR MONITORING PROGRAM

A. General

The Contractor shall develop, as part of the HASP, an air monitoring program (AMP). The purpose of the AMP is to determine what the proper level of personnel protective equipment is, to document that the level of worker protection is adequate, and to assess the migration of contaminants to off-site receptors as a result of site work. The Contractor shall supply all personnel, equipment, facilities, and supplies to develop and implement the air monitoring program described in this section. Equipment shall include, at a minimum, three (3) real-time aerosol monitors, depending on work activities and environmental conditions. The Contractor's AMP shall include both real-time and documentation air monitoring (personal and area sampling as needed). The purpose of real-time monitoring will be to determine if an upgrade (or downgrade) of PPE is required while performing on-site work and to implement engineering controls, protocols, or emergency procedures if Contractor-established action levels are encountered.

The Contractor shall also use documentation monitoring to ensure that adequate PPE is being used and to determine if engineering controls are mitigating the migration of contamination to off-site receptors.

Documentation monitoring shall include the collection and analysis of samples for total nuisance dust. To protect the public in the neighboring residential neighborhood, the Contractor must include in the AMP provisions for suspending work and implementing engineering controls based upon detectable odors, as well as upon instrument monitoring results.

Air monitoring equipment will be operated by personnel trained in the use of the specific equipment provided and will be under the control of the SO. A log of the location, time, type and value of each reading and/or sampling will be maintained. Copies of log sheets will be provided on a daily basis to the Construction Manager's on-site representative.

B. Community Air Monitoring

1. Real-time air monitoring, for particulate levels at the perimeter of the work area shall be conducted by the Contractor during all active demolition. Particulates should be continuously monitored upwind, downwind and within the work area at temporary particulate monitoring stations. If the downwind particulate level is 150 $\mu\text{g}/\text{m}^3$ greater than the upwind particulate level, then dust suppression techniques must be employed. All readings must be recorded and be available for Construction Manager's review.
2. The Contractor shall be capable of recording, at a minimum, wind velocity and direction. The Contractor shall provide an on-site weather station model Ambient Weather WS-2902 or approved equal.
3. Action Levels - the following action levels will be established for work area and perimeter monitoring of particulates. If the following levels are attained at the perimeter of the exclusion zone, then work will cease until engineering controls bring levels down to acceptable limits. These levels are general and shall be used as minimum action levels.

Parameter	Action Level	Action
Total particulates	2.5 times background and/or greater than 150 $\mu\text{g}/\text{kg}$	Work ceases until mitigated
Visible Dust	Visible dust as determined by Construction Manager	Work ceases until mitigated
Odors	Noticeable nuisance odors outside the exclusion zone as determined by the Construction Manager	Work ceases until mitigated

4. Real-Time Monitoring

The Contractor shall submit a written copy of the real time air monitoring results for each Workday, by 10:00 a.m. the following Workday, which shall include an appropriately scaled map of the Work area depicting sample locations, wind direction and other pertinent meteorological data: date; time; analytical results; applicable standards and engineering controls implemented (necessary).

Real-time monitoring shall be conducted using the following equipment:

Particulate monitoring must be performed using real-time particulate monitors (MiniRam Model MIEPDM-3, or equal) and shall monitor particulate matter in the range of 0-10 microns diameter (PM₁₀) with the following minimum performance standards:

Object to be measured: Dust, Mists, Aerosols

Measurement Ranges: 0.001 to 400 mg/m³ (1 to 400,000 ug/m³)

Logged Data: Each Data Point: average concentration, time/date, and data point number

Run Summary: Overall average, maximum concentrations, time/date of maximum, total number of logged points, start time/date, total elapsed time (run duration), STEL concentration and time/date occurrence, averaging (logging) period, calibration factor, and tag number.

Alarm Averaging Time (user selectable): real-time (1-60 seconds) or STEL (15 minutes)

Operating Time: 48 hours (fully charged NiMH battery); continuously with Charger

Operating Temperature: -10 to 50EC (14 to 122 EF) Automatic alarms are suggested.

Particulate levels will be monitored and integrated over a period not to exceed 15 minutes. Consequently, instrumentation shall require necessary averaging hardware to accomplish this task. A monitor such as the personal DataRAM, manufactured by Monitoring Instruments for the Environment, Inc., or equivalent, can be used as a real time particulate screening tool. Although the instrument's design does not allow it to make a sharp differentiation of particulates at the PM₁₀ standard, the instrument could be used in the passive mode without a pump to provide readings in the 0.1 to 10u range in the immediate vicinity of construction activities.

Monitor the air, using the same equipment, for 10-15 minutes upwind of the work site to establish background level. The background level shall be established before the start of each shift every day. In the event that downwind particulates are detected at levels in excess of 150 ug/m³ or 2.5 times the established background level at the work site, re-measure the background concentrations upwind of the work zone using the same equipment. If the measured particulate level at the work zone is 100 ug/m³ above background, monitor the downwind site perimeter and implement additional dust controls in the work zone.

Continue to take hourly measurements of the upwind background concentrations and compare such concentrations with the particulate level at the work zone, until

the downwind level at the work zone is less than 100 ug/m³ above the upwind level. If at any time the measured particulate level at the work zone is more than 150 ug/m³ over background concentration, the Contractor shall immediately suspend work at the site, promptly notify the Safety Officer, and implement suitable corrective action or engineering controls before work resumes.

Real-time monitoring will also be conducted at perimeter locations including an upwind (background) and three downwind locations. A background reading will be established daily at the beginning of the work shift. If the wind direction changes during the course of the day, a new background reading will be made. If action levels are exceeded at the perimeter location for fugitive dust, work must be suspended and engineering controls must be implemented to bring concentrations back down to acceptable levels.

Construction activities generate dust that could potentially transport contaminants off site. There may be situations when visible dust is being generated and leaving the site and the monitoring equipment does not measure PM₁₀ at or above the action level. Therefore, if visible dust is observed leaving the working site, the Contractor must employ additional dust suppression techniques. If visible dust is observed leaving the working site, the work shall be stopped until the additional dust suppression techniques are in place and demonstrate control of the dust.

5. Documentation Monitoring

- a. Documentation monitoring will be conducted at the perimeter at a minimum of four locations (one upwind and three downwind) for total dust. Documentation monitoring will be conducted only during active demolition.
- b. Collect total nuisance dust using PVC collection filter and personnel sampling pump and analyze gravimetrically according to NIOSH 89-127 Method 0500.
- c. Documentation samples will be collected at established perimeter locations. The four locations will be chosen according to site activities and expected wind direction.
- d. The perimeter locations will be established and marked with high visibility paint or flagging at approximately equidistant points around the site. Samples will be collected at a height of 6 feet above ground surface.
- e. Documentation samples will be collected continuously, during the normal work hours when activities are occurring on site. At the end of the week, two samples will be selected by the Construction Manager for analysis.
- f. The Contractor shall submit a written copy of the documentation air monitoring results within 7 days of sampling to the Construction Manager, which shall include an appropriately scaled map of the Work area depicting sample locations, wind direction and other pertinent

meteorological data: date; time; analytical results; applicable standards and engineering controls implemented (if necessary).

This documentation samples will be collected over an eight (8) hour work period.

1.16 EMERGENCY EQUIPMENT AND FIRST AID REQUIREMENTS

A. Communications

The Contractor shall provide telephone communication at the site field office. Emergency numbers, such as police, sheriff, fire, ambulance, hospital, poison control, NYSDEC, EPA, NYSDOH, and utilities, applicable to this site shall be prominently posted near the telephone. The Contractor shall establish a signaling system for emergency purposes.

B. Emergency Shower and Emergency Eye Wash

The Contractor shall supply and maintain one portable eyewash/body wash facility per active hazardous work zone. The facility shall have a minimum water capacity of 10 gallons and shall conform to OSHA regulations 29 CFR 1910.151.

C. Fire Extinguishers

The Contractor shall supply and maintain at least one fire extinguisher in the Contractor's office and one at each hazardous work zone. The fire extinguisher shall meet OSHA Safety and Health Training Standards 29 CFR 1910.157.

D. First Aid Kit

The Contractor shall supply and locate in his project office and at each and every hazardous work zone one 24-unit (minimum size) "industrial" or "Contractor" first aid kit, required by OSHA requirements 29 CFR 1910.151.

E. Emergency Inventory

In addition to those items specified elsewhere, the SO will maintain the following inventory of equipment and protective clothing for use at the site in the event of emergencies.

- a. Washable coveralls;
- b. Gloves (outer);
- c. Gloves (inner);
- d. SCBA;
- e. Escape SCBA (authorized visitor use);
- f. Face shields;
- g. Safety glasses;
- h. Respirators and appropriate cartridges;
- i. Disposable coveralls;
- j. Chemical-resistant boots and latex boot covers;
- k. Hard hats;

- l. Bottled breathing air; and
- m. Rain suits.

1.17 EMERGENCY RESPONSES/CONTINGENCY PLAN AND PROCEDURES

A. Daily Work

During the progress of work, the Contractor will monitor the quality of the air in and around each active operation prior to personnel entering these areas. Sampling shall be conducted on a continuous basis. Based on the air monitoring data, the proper level of protection will be chosen by the SO.

B. Emergency Vehicle Access

In the event that emergency services vehicles (police, fire, ambulance) need access to a location that is blocked by the working crew operations, those operations (equipment, materials, etc.) will be immediately moved to allow those vehicles access. The SO will brief emergency crews as to the site conditions and hazards. All vehicles and personnel will be decontaminated prior to leaving the site.

C. Personal Injury Response Plan

The Contractor shall provide an "Injury Response Plan" as part of the HASP. In cases of personal injuries, the injured person or the crew personnel in charge will notify the SO. The SO will assess the seriousness of the injury, give first aid treatment if advisable, consult by telephone with a physician if necessary, and arrange for emergency transport and hospitalization if required.

D. Route to Hospital

The Contractor shall post in conspicuous places in the Support Zone a map with written directions to the nearest hospital or emergency medical treatment facility.

E. Fire Service

The Contractor will make arrangements to take immediate fire fighting and fire protection measures with the local Fire Chief. If there is a fire, the crewmen or their person in charge will immediately call the SO. The SO will immediately call the fire personnel. The air downwind from any fire or explosion will be monitored immediately in order to protect workers and the nearby community. If personal injuries result from any fire or explosion, the procedures outlined in the Personal Injury Response Plan are to be followed:

F. Master Telephone List

The attached master telephone list will be completed and prominently posted at the field office. The list will have telephone numbers of all project personnel, emergency services including hospital, fire, police, and utilities.

<u>Emergency Service</u>	<u>Telephone Number</u>
Fire Department	911
Police Department	911
Ambulance	911
Hospital/Emergency Care Facility	
Poison Control Center	
Chemical Emergency Advice (CHEMTREC)	(800) 424-9300
NYSDEC Albany Office	Work Hours (514) 457-7878
	After Hours (leave message) (888) 459-8667
NYSDEC Region 4 Office	Work Hours
New York State Dept. of Health – Albany	(518) 402-7890

Footnote (*) Number to be provided by the Contractor

1.18 HEAT & COLD STRESS MONITORING

Site personnel who wear protective clothing allow body heat to be accumulated with an elevation of the body temperature. Heat cramps, heat exhaustion, and heat stroke can be experienced, which, if not remedied, can threaten life or health. Therefore, an American Red Cross Standard First Aid book or equivalent will be maintained on site at all times so that the SO and site personnel will be able to recognize symptoms of heat emergencies and be capable of controlling the problem.

In addition, heat stress should be monitored and work limited accordingly. Monitoring and work limitation should follow the American Conference of Industrial Hygienist 2005 or later Threshold Limit Values for limiting heat strain and managing heat stress.

This liquid refreshment will be stored in a cooler at the edge of the decontamination zone in plastic squeeze bottles. The plastic bottles will be marked with individual's names. Disposable cups with lids and straws may be used in place of the squeeze bottles. Prior to drinking within the decontamination zone, the project personnel shall follow the following decontamination procedures:

1. Personnel shall wash and rinse their outer gloves and remove them.
2. Personnel shall remove their hard hats and respirators and place them on table.
3. Personnel shall remove their inner gloves and place them on table.
4. Personnel shall wash and rinse their face and hands.
5. Personnel shall carefully remove their personal bottle or cup from the cooler to ensure that their outer clothes do not touch any bottles, cups, etc.
6. The used bottle or cups will not be returned to the cooler, but will be placed in a receptacle or container to be cleaned or disposed of.
7. Personnel shall replace their respirators, hard hats, gloves and tape gloves prior to reentering the hazardous zone.

When personnel are working in situations where the ambient temperatures and humidity are elevated, especially in situations where protection Levels A, B, and C are required - the SO must:

- a. Assure that all employees drink plenty of fluids ("Gatorade" or its equivalent);
- b. Assure that frequent breaks are scheduled so overheating does not occur; and

Cold Stress

Whole-body protection shall be provided to all site personnel that have prolonged exposure to cold air. The right kind of protective clothing shall be provided to site personnel to prevent cold stress. The following dry clothing shall be provided by the Contractor as deemed necessary by the SO:

- a. Appropriate underclothing (wool or other);
- b. Outer coats that repel wind and moisture;
- c. Face, head, and ear coverings;
- d. Extra pair of socks;
- e. Insulated safety boots; and
- f. Glove liners (wool) or wind- and water-repellant gloves.

The SO will use the equivalent chill temperature when determining the combined cooling effect of wind and low temperatures on exposed skin or when determining clothing insulation requirements. Site personnel working continuously in the cold are required to warm themselves on a regular basis in the on-site hygiene facility. Warm, sweet drinks will also be provided to site personnel to prevent dehydration. The SO shall follow the work practices and recommendations for cold stress threshold limit values as stated by the 2005 or later Threshold Limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices by the American Conference of Governmental Industrial Hygienists or equivalent cold stress prevention method.

1.19 CONFINED SPACE ENTRY PROCEDURES

The Contractor shall prepare and implement a written Confined Space Entry program which shall comply with OSHA 29 CFR 1910.146. Contractor shall evaluate the work areas and determine if there are any permit-required confined spaces. If the Contractor determines that personnel will not need to enter a permit-required confined space, appropriate measures shall be taken to prevent personnel from entering such spaces. If the Contractor determines that personnel will need to enter a permit-required confined space, the Contractor shall implement the Confined Space Entry Program.

1.20 SPILL CONTINGENCY PLAN

Contractor shall provide a written (and implement as needed) on-site spill containment program that includes the following minimum requirements:

1. Procedures to help prevent spills from occurring
2. Spill reporting procedure
3. Spill containment equipment list
4. Containment techniques
5. Air monitoring and sampling requirements
6. Personal protective equipment requirements
7. Employee training requirements
8. Decontamination procedures
9. Cleanup and disposal methods
10. Emergency evacuation procedures

1.21 LOGS, REPORTS AND RECORDKEEPING

The Contractor shall keep a daily log of security incidents and visitors granted access to the site will be maintained, as well as a log of all personnel entering and exiting the site. All approved visitors to the site will be briefed by the SO on safety and security, provided with temporary identification and safety equipment, and escorted throughout their visit. Site visitors will not be permitted to enter a hazardous work zone. Project site shall be posted, "Warning: Hazardous Work Area, Do Not Enter Unless Authorized," and access restricted by the use of a snow fence.

A. Safety Log

The Contractor's SO will maintain a bound safety logbook. The log will include all health and safety matters on site and include, but not limited to, the following information:

1. Date and weather conditions on site;
2. A description of the proposed work for the day;
3. Times when site personnel arrive and depart;
4. Air monitoring data;
5. Heat and/or cold stress monitoring;
6. Decontamination procedures;
7. Type and calibration of air sampling/monitoring equipment used;
8. Safety meeting summaries; and
9. Accidents.

B. Emergency or Accident Report

Any emergency or accident will be reported immediately to the SO. The Construction Manager will also be notified. The Contractor will submit a written report immediately, but no later than 24 hours of its concurrence. The report will include, but not be limited to, the nature of the problem, time, location, areas affected, manner and methods used to control the emergency, sampling and/or monitoring data, impact, if any, to the surrounding community, and corrective actions the Contractor will institute to minimize future occurrences. All spills will be treated as emergencies.

C. Daily Work Report

The Contractor shall maintain a daily work report that summarizes the following:

1. Work performed,
2. Level of protection,
3. Air monitoring results,
4. Safety-related problems, and
5. Corrective actions implemented.

1.22 POSTING REGULATIONS

The Contractor will post signs at the perimeter of the Exclusion Zone that state "Warning, Hazardous Work Area, Do Not Enter Unless Authorized." In addition, a notice directing visitors to sign in will be posted at the project site. Safety regulations and safety reminders will be posted at

conspicuous locations throughout the project area. The following safety regulations and safety reminders are at a minimum to be posted around the job site.

SAFETY REGULATIONS

(To be Posted for Project Personnel)

The main safety emphasis is on preventing personal contact with gases, soils, sludge and water. Towards that end, the following rules have been established.

- A. Eating, drinking and smoking on the site is **PROHIBITED** except in specifically designated areas.
- B. All project personnel on the site must wear clean or new gloves daily.
- C. If you get wet to the skin, you must wash the affected area with soap and water immediately. If clothes in touch with the skin are wet, these must be changed.
- D. You must wash your hands and face before eating, drinking or smoking.
- E. Observe regulations on washing and removing boots before entering the dressing room or a clean area and showering before going home.

1.23 COMMUNITY PROTECTION PLAN

A. General

Develop, as part of this HASP, a Community Protection Plan (CPP). The CPP shall outline those steps to be implemented to protect the health and safety of surrounding human population and the environment.

B. Air Monitoring

As part of the Air Monitoring Program, use real-time monitoring and documentation sampling as described in the Subpart "Air Monitoring Program" of this section to determine if off-site emission, as a result of site work, poses a threat to the surrounding community.

Provide real-time air monitoring for volatile compounds and particulate levels as the perimeter of the work area as necessary. Include the following:

1. Volatile organic compounds must be monitored at the downwind perimeter of the work area on a continuous basis. If total organic vapor levels exceed 5 ppm above background, work activities shall be halted and monitoring continued under the provisions of a Vapor Emission Response Plan. All readings shall be recorded and be available for State (DEC & DOH) personnel to review.
2. Particulates shall be continuously monitored at the 4 documentation sampling stations for a total of 4 dust monitors. If the downwind particulate level is 150 $\mu\text{g}/\text{m}^3$ greater than the upwind particulate level, dust suppression techniques shall

be employed. All readings shall be recorded and be available for State (DEC & DOH) personnel to review.

C. Vapor Emission Response Plan

If the ambient air concentration of organic vapors exceeds 5 ppm above background at the perimeter of the work area, activities shall be halted and monitoring continued. If the organic vapor level decreases below 5 ppm above background, work activities may resume. If the organic vapor levels are greater than 5 ppm over the background but less than 225 ppm over background at the perimeter of the work area, activities may resume provided the organic vapor level 200 feet downwind of the work area or half the distance to the nearest residential or commercial structure, whichever is less, is below 5 ppm over background. If the organic vapor level is above 25 ppm at the perimeter of the work area, activities shall be shutdown. When work shutdown occurs, downwind air monitoring as directed by the SO shall be implemented to ensure that vapor emission does not impact the nearest residential or commercial structure at levels exceeding those specified in the Major Vapor Emission section.

D. Major Vapor Emission Response Plan

Upon activation, the following shall be undertaken:

All Emergency Response Contracts as listed in the Subpart titled "Emergency Response and Contingency Plan" paragraph titled "Telephone List." The local police authorities shall immediately be contacted by the SO and advised of the situation. Coordinate with local officials to arrange for notification and evacuation of the surrounding community.

Frequent air monitoring shall be conducted at 30 minute intervals within the 20 Foot Zone. If two successive readings below action levels are measured, air monitoring may be halted or modified by the SO.

The Air Monitoring Program shall include real-time air monitoring and shall be conducted at the perimeter of the site. Particulates should be continuously monitored upwind, downwind and within the Exclusion Zone at temporary particulate monitoring stations. If the downwind particulate level is more than 2.5 times greater than the upwind particulate level and greater than $150 \mu\text{g}/\text{m}^3$, then dust suppression techniques shall be employed. This is a general action level. A site-specific action level shall be developed based on available analytical data.

All readings shall be recorded and be available for Owner's personnel or representatives to review. Coordinate with local officials to arrange for notification and evacuation of the surrounding community in the event that off-site emissions pose a threat.

E. Odor Response Plan

As a contingency, the Contractor shall arrange the appropriate materials and equipment to foam active work areas to reduce odors if odor complaints are received from nearby businesses during site activities. Odor masking agents or other odor control methods may be used subject to Owner's review. Continue odor suppression during each day that odor complaints are received or as directed by Owner.

F. On and Off-site Spill Response

Produce as part of the HASP a Spill Response Plan, also coordinated with local officials, in case of an off-site spill of either liquid or solid wastes. The plan shall include transportation routes and times, as well as the minimum requirements set forth in the Subpart titled "On-Site Spill Containment Plan."

1.24 COVID-19 SAFETY

A. General

Develop and implement project specific COVID-19 safety procedures. COVID-19 safety procedures shall comply with all applicable COVID-19 federal, state, and local requirements, guidelines and recommendations, including but not limited to:

- 3390-03 2020 OSHA Guidance for Preparing Workplaces for COVID-19
- OSHA-COVID-19 Control and Prevention/Construction Work Guidance

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

- 3.1 Contractor shall implement and maintain the HASP and all project-related health and safety requirements for the duration of the project.

END OF SECTION 013529

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections:
 - 1. Division 1 Section "Summary".
 - 2. All Division 2, Division 3, and Division 6 Sections.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract bid unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner, Engineer, Construction Manager, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Pay water service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Electric service is not available at the site. The Contractor shall provide generators and/or arrange for power to be brought to the site through the local utility. Pay all costs associated with providing electric power for electricity used by all entities for construction operations.

1.4 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion and Sedimentation Control Plan: Show compliance with requirements of authorities having jurisdiction.

- C. Dust/Noise Control Plan: Submit coordination drawing and narrative that indicates the dust and noise control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust control partitions.
 - 2. Other dust and noise control measures.
 - 3. Waste management plan.
- D. Rodent Control: Submit documentation on company providing rodent control along with a detailed plan on control methods and approach.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Facilities: Contractor and his installer of each temporary service to assume responsibility for operation, maintenance, and protection of each service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 – PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading. Provide separate field offices for Contractor and Construction Manager use. Provide office cleaning services and supplies as needed upon request. Furnish and equip Construction Manager office as per Specification 015213 Construction Manager's Office Trailer.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system; provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 3 – EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Division 1 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having Jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction. Prevent service from freezing. Limited access to water services (fire hydrants) is available at the site as shown on the Contract Drawings. The Contractor shall provide water holding tanks and distribution as necessary.

- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service unless otherwise indicated.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- I. Telephone Service: Wired telephone service is not required.
 - 1. In each office post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Engineers' offices.
 - e. Owner's office.
 - f. Principal subcontractors' field and home offices.
 - g. Superintendent onsite contact information
 - 2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office. If two-way radio is used instead of a cellular phone, provide one two-way radio for the Construction Manager to enable contact with the superintendent.
- J. Comply with all OSHA Standards and Regulations.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 2. Maintain support facilities until near Substantial Completion inspection. Remove before Substantial Completion.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Provide temporary parking areas for Owner, Construction Manager, Engineer and visitors.
- D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- E. Temporary Elevator Use: Use of elevators is not permitted.
- F. Temporary Stairs: Provide temporary stairs where ladders are not adequate.

3.4 ENVIRONMENTAL PROTECTION AND SECURITY OF FACILITY

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
1. Comply with work restrictions specified in Division 1 Section "Summary."
 2. Comply with all applicable federal, state and local rules and regulations.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion and sedimentation control Drawing and requirements of authorities having jurisdiction.
- C. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials. A skunk (*Mephitis mephitis*) has taken residence within the loading dock of building 57. The skunk is protected under Environmental Law. The Contractor shall coordinate the safe relocation with the NYSDEC.

- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Egress: Maintain temporary egress from existing occupied facilities as required by authorities having jurisdiction.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
- G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide suitable fire extinguishers, temporary standpipes and hoses for fire protection.
- H. Snow removal: Contractor is responsible for removing snow and ice at the Project Site to the extent that removal: 1) provides adequate parking for the Contractor's workers, Owner, and Construction Manager; 2) allows safe ingress and egress to all work areas; and 3) is adequate to enable work to proceed without delay.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended or no later than Substantial Completion. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 015213 - CONSTRUCTION MANAGERS OFFICE TRAILER

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Furnishing, installing, maintaining and removing one rented “office trailer” for the use of the Construction Manager for the duration of the project. Contractor shall include all costs for equipment and services in its base lump sum bid price.
- B. The office and its utilities services, furnishings and equipment shall be completely installed, connected, and in proper operating conditions as specified, and ready for occupancy by the Construction Manager within fourteen (14) calendar days after receipt of Notice of Proceed.
 - 1. The office shall be maintained and serviced until 30 days after final acceptance of the work at which time the office shall be removed from the work site.
 - 2. At the expiration of the above-specified time, all the trailer utilities and service shall become the property of the Contractor and shall be removed from the site. Disconnecting, capping and repair work resulting from such removal shall be performed by the Contractor at no additional cost to the Owner.

1.2 LOCATION

The office shall be installed adjacent to the work area at a location designated by the Construction Manager. The Contractor is responsible for obtaining all permits required to install the trailer in this location

- 1. The trailer shall be tied down to withstand 100 mph winds.

1.3 SUBMITTALS

The Contractor shall submit for approval of the Construction Manager the following submittals:

- A. Trailer layout drawing complete with dimensions showing trailer interior features, equipment and furnishings.
- B. Equipment and furnishings catalog cuts.

PART 2 – PRODUCTS

2.1 CONSTRUCTION AND MATERIALS

- A. The Contractor shall obtain and pay all costs for hauling, building and connecting permits. Materials shall be good commercial quality. Office and furnishings shall be new and unused.

The trailer shall have minimum dimensions of 10' x 40'. The trailer shall have dimensions compatible with the selected location.

1. Exterior and interior surfaces, other than factory finished, shall be painted with two coats of approved paint.
 - a. The side of the trailer shall bear the following legend in black block letters bordered with white directly on the trailer wall, or on a securely mounted MDO-plywood substrate:

BEECH-NUT PLANT DEMOLITION, MONTGOMERY COUNTY – 3- 1/2”
CONSTRUCTION MANAGER’S OFFICE – 2-1/2”
2. Exterior walls, ceilings and floors shall be insulated. Interior walls and ceiling surfaces shall be paneled with 1/4” thick finished plywood.
3. Floors shall be constructed to withstand live load of 125 psf and shall be covered with vinyl sheeting or tile, complete vinyl, or rubber wall base.
4. Lighting shall be provided to furnish a minimum of 100’ candles at desk height uniformly in all areas except restrooms. Restrooms shall be provided with adequate lighting.
5. Duplex electrical receptacles shall be provided around interior walls at approximately 10’ spacing.
6. Heating and air conditioning:
 - a. The heating system shall consist of a thermostatically-controlled electric heater capable of maintaining 68 F in all areas.
 - b. The air conditioning system shall be capable of maintaining 72 F in all areas.
7. Doors and windows shall be provided with-mesh security screens and aluminum insect screens. Windows shall be provided with narrow-slat, operable Venetian blind from head to sill. Exterior doors shall be equipped with heavy-duty cylinder lock and two keys, keyed alike.
8. One portable restroom shall be provided

2.2 EQUIPMENT AND FURNISHINGS

- A. The contractor will provide and maintain for the Construction Manager’s use, at the field office, the following:

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Desks: 48” x 36”, with file drawer and drawers, all lockable, with armchair
1	Conference table
8	Conference chairs
1	File cabinets: steel, legal size, 5 drawers, with lock and two keys
2	Waste baskets: metal
2	Fire extinguishers: wall mounted

PART 3 – EXECUTION

3.1 MAINTENANCE AND SERVICE

A. Maintenance and service shall be provided as follows:

1. During other than normal working hours provide security measures and area protection equivalent to that by the Contractor for the Contractor's job site shop office facilities.
2. Provide and pay all costs for weekly cleaning and trash disposal.
3. Portable restrooms cleaning and maintaining.

The Contractor is advised that all of the above costs shall be included in his lump sum bid price.

3.2 CONNECTION OF UTILITIES TO TRAILER EQUIPMENT AND FIXTURES

A. The Contractor shall connect equipment and fixtures to the corresponding utilities. Connections shall be made, but not necessarily limited to, electrical wall receptacles and light fixtures and electrical supply lines; heating and air conditioning equipment and their respective power supply lines.

B. Electrical:

1. Three phase 4-wire, 120/208 volt electrical service shall be of sufficient capacity for all equipment in the trailer. The entire trailer and electrical system shall be properly grounded.
2. The electrical installation shall conform to the requirements of all applicable electrical codes. The Contractor shall pay all costs of supplying energy and maintaining service.

END OF SECTION 015213

SECTION 015715 - EMERGENCY SPILL CONTROL

PART 1 - GENERAL

1.1 SCOPE

- A. This Section specifies requirements applicable to the establishment and implementation of a comprehensive Emergency Spill Control Plan for any and all Contractor-generated spills.
 - 1. A spill is defined, for the purpose of this Section, as being a release to the environment of any quantity of gasoline, diesel fuel, oil, or any other potentially hazardous substance, controlled or uncontrolled, that warrants immediate and appropriate response to that event to immediately contain and control the event for the protection of the environment.

1.2 GENERAL REQUIREMENTS

- A. The Contractor's methods, means, and facilities shall prevent new or further contamination of soil, surface water, groundwater, atmosphere, structures, equipment, or material by spills resulting from the Contractor's operations.
- B. The Contractor shall prevent spills from contaminating soil, surface water, groundwater, atmosphere, structures, equipment, and construction materials.
- C. Off-site disposal facilities shall be required for liquid spills. The Contractor shall bear the costs of all disposal.
- D. The Contractor shall provide all required equipment and personnel to perform emergency measures necessary to contain any on-site spills and to dispose spilled materials and associated contaminated material (e.g., soil, debris, and similar materials) to approved disposal areas. The collected on-site spill and contaminated material shall be segregated from other material onsite, properly handled, and disposed in approved areas and in accordance with Federal and state regulations at no expense to the Owner.
- E. Off-site (transportation related) spills of decontamination water and other liquid wastes shall be handled as per the approved Emergency Spill Control Plan. The Plan may consider use of subcontractors to control, contain, remove, and dispose the off-site spills and resulting debris.
- F. The Contractor shall provide equipment and personnel to perform decontamination measures that may be required to remove spillage from previously uncontaminated structures, equipment, or material. Decontamination residues shall be properly disposed of in approved manner at no expense to the Owner.
- G. In the event of a spill, the Contractor shall, at a minimum, take the following actions:
 - 1. Take immediate approved measures to control and contain the spill.
 - 2. Immediately, or at the first available instance, notify the Construction Manager.

3. Immediately, or at the first available instance, notify any applicable regulatory agencies. Contractor is responsible for making all official notifications within the required timeframes and informing the Construction Manager when regulatory notifications have been made.
4. Take necessary approved steps to clean up the spill including spilled material and any materials contaminated by the spill.
5. Notify the Construction Manager of action taken to mitigate off-site spills.
6. Perform decontamination as required and approved.

1.3 SUBMITTALS

- A. The Contractor shall submit a comprehensive Emergency Spill Control Plan that includes, but is not limited to, the following components for approval by the Owner and Construction Manager.
- B. The Contractor's Emergency Spill Control Plan shall include, but is not limited to, the following:
 1. Assess and report on the availability, location, and amount of spill control equipment and clean-up materials.
 2. Training of personnel in spill control.
 3. Contingency plan for on-site spills.
 4. Contingency plan for off-site spills.
 5. Identify off-site and on-site disposal areas.
- C. Spill Event Procedures:
 1. Decontamination Procedures: Decontamination procedures may be required after cleanup to eliminate traces of the substance spilled or reduce it to an acceptable level.
 - a. The acceptable level will be subject to approval by the Owner and Construction Manager or, if the spill meets regulatory reporting criteria, the acceptable level will be subject to approval by the Owner and Construction Manager and the New York State Department of Environmental Conservation and/or other applicable regulatory.
 - b. Complete cleanup may require on-site or off-site disposal of contaminated materials.
 - c. Personnel decontamination shall include showers and cleansing or disposing of clothing and equipment.

- d. All contaminated materials including solvents, cloth, soil, and wood that cannot be decontaminated shall be properly containerized, labeled, and properly disposed as soon as possible in accordance with applicable Federal and State Laws, and with the approved Emergency Spill Control Plan.
 - 2. Spill Incident Report: A written report detailing the spill or discharge shall include at a minimum, the nature and quantity of material spilled, the cause and resolution of incident, outside agencies involved, and date occurred.
 - a. The report shall be submitted to the Construction Manager within 24 hours of the incident.
 - b. The Contractor shall document on the drawings all spills and submit as part of the Record Drawings to the Construction Manager at project completion.
 - 3. Notification: The Construction Manager and Contractor's Superintendent shall be notified immediately of a spill or discharge.
 - a. If human health or the environment is threatened, as judged by the Construction Manager, or if any other regulatory reporting criteria has been triggered, the Contractor shall immediately contact the agencies as listed in the Task Specific Waste Management and Spill Control and Response Plan, and as otherwise appropriate.
- D. The Contractor shall submit Spill Incident Reports as required.

PART 2-PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 015715

SECTION 015719 - CONSTRUCTION WASTE MANAGEMENT

PART I – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections:
 - 1. Division 2 Section "Building Demolition" for disposition of waste resulting from demolition of buildings, structures, and site improvements.
 - 2. Division 2 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into other Work.

1.4 PERFORMANCE REQUIREMENTS

- A. The Contractor is solely responsible for costs and to comply with all current federal, state and, local regulations concerning waste characterization, waste handling, transportation and proper disposal of all waste generated from this project. Contractor is responsible to characterize waste as hazardous, non-hazardous or otherwise regulated and shall employ methods including testing of composite samples of waste material (through Toxic Characteristic Leachate Potential (TCLP) or other suitable protocols). Copies of all information and reports shall be provided to the Construction Manager.

1.5 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 10 calendar days of date established for the Notice to Proceed.

1.6 INFORMATIONAL SUBMITTALS

- A. Waste Characterization Reports or information classifying waste as hazardous or nonhazardous.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- D. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.7 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan including responsibilities of waste management coordinator.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.

3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
5. Review waste management requirements for each trade.

1.8 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to requirements of this Section. Plan shall consist of waste identification, characterization, and means to establish quantities by weight or volume.
- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 1. Comply with Division I Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the work occurring at Project site.
 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials.
2. Comply with Division I Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 1. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 015719

SECTION 017413 - CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Maintain premises and public and adjacent properties free from accumulations of waste, debris and rubbish.
- B. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, leave project area clean and ready for use.

1.2 SAFETY REQUIREMENTS

- A. Standards: Maintain project in accord with State and Federal Safety Standards.
- B. Hazards Control:
 - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 - 2. Prevent accumulation of Wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
 - 4. Identify Health and Safety provisions and methods for cleaning or working around guano-coated surfaces. Ensure that any wastes associated with guano removal are characterized and disposed in accordance with all applicable regulations.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws:

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Acceptable Materials:
 - 1. Potable water.
 - 2. Other materials only as authorized by the Construction Manager.

PART 3 - EXECUTION

Removal of waste materials and rubbish shall include both contractor derived waste materials, debris and rubbish and those materials deposited by the general public.

3.1 DURING CONSTRUCTION

- A. Execute cleaning to ensure that the site is maintained free from accumulation of waste materials and rubbish.
- B. For at least weekly intervals during progress work, or more frequently as directed by the Construction Manager, clean site and dispose of waste materials, debris and rubbish.
- C. Provide on-site containers for collection of waste materials, debris and rubbish.
- D. Remove waste materials, debris and rubbish from site and legally dispose of at public or private disposal areas off Owner's property. Disposal site must be approved by the Owner and Construction Manager.
- E. Clean adjacent roadways as directed by the Construction Manager.

3.2 FINAL CLEANING

- A. In preparation for substantial completion, conduct final inspection of sight-exposed exterior surfaces.
- B. Clean site and adjacent roadways to the satisfaction of the Construction Manager.

END OF SECTION 017413

SECTION 017716 - CLOSEOUT PROCEDURES

PART 1-GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Sections:
 - 1. Division 1 Section "Photographic Documentation" for submitting final completion construction photographic documentation.
 - 2. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and the model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Terminate and remove temporary facilities from Project site, along with construction tools and similar elements.
 9. Advise Owner of changeover of utilities.
 10. Complete final cleaning requirements, including touchup painting.
 11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit certified copy of Construction Manager's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Construction Manager. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Construction Manager will advise Contractor to prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate can be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Construction Manager.
 - d. Name of Contractor.
 - e. Page number.
 - 2. Submit list of incomplete items in the following format:
 - a. Three paper copies of product schedule or list, unless otherwise indicated. Construction Manager will return two copies.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building (if any remain).

- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - i. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Division 1 Section "Construction Waste Management."

END OF SECTION 017716

SECTION 020100 - PROTECTION OF EXISTING FACILITIES

PART 1 – GENERAL

1.1 DESCRIPTION

The work specified in this Section consists of the labor, equipment, tools, materials, and services needed to provide complete protection of all existing facilities during construction operations.

A. Work included in this Section:

1. Location of Facilities.
2. Notification of Owners and Authorities.
3. Coordination and Preparation.
4. Protection of Facilities.
5. Relocation of Facilities.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 LOCATION OF FACILITIES

- A. Prior to demolition, verify location of existing underground facilities near or adjacent to project.
1. Consult with owners of facilities and arrange for field stake-out or other markings to show locations.
 2. Perform exploratory excavation at key junctures and other critical points to aid in ascertaining locations.
- B. Report field stake-out findings and results of exploratory excavations to the Construction Manager if possible changes in project location or design are indicated because of suspected interferences with existing facilities. Allow the Construction Manager sufficient time to determine magnitude of changes and to formulate instructions in that regard.
- C. If location of an existing underground facility is uncertain, apply careful excavation and probing techniques during construction to locate and avoid damage to same.

3.2 NOTIFICATION OF OWNERS AND AUTHORITIES:

- A. Prior to construction, notify owners of existing facilities, including local Police and Fire Departments, of general scope, nature and planned progress schedule of the Work.
- B. When existing utilities, such as sewer, water, gas, telephone or electric power are damaged or disturbed during demolition, immediately notify affected owner, and the Construction Manager.
- C. Notify Police and Fire Departments, including affected owners, immediately if hazardous conditions are created or have the potential for occurring, as a result of damage to existing facilities or as a result of other activities at project site. Hazardous conditions could be created from: fire, explosion, escape of gas, escape of fuel oil, gasoline or industrial fluids, downed electrical wires, and disrupted underground electrical cables.

3.3 COORDINATION AND PREPARATION:

Make preparations beforehand to repair and restore damaged utilities, including arrangements for standby materials and equipment to be promptly assembled at site and utilized immediately.

3.4 PROTECTION OF FACILITIES:

- A. Plan and conduct abatement and demolition operations so that operation of existing facilities near or adjacent to the Work, including electric, telephone, sewer, water, gas or drainage utilities, are sustained insofar as the requirements of the project will permit.
- B. Protect existing facilities from damage or movement through installation of adequate support systems and use of proper equipment, including application of careful excavation and backfilling techniques in sensitive areas.
- C. Existing utilities and other facilities which are damaged by the Contractor's demolition operations shall be promptly repaired by Contractor to the satisfaction of the utility owner or, if he so elects, the utility owner will perform the repairs with his own forces. Under either arrangement, such repair work shall be done at Contractor's expense.
- D. When aboveground visible facilities such as poles, wires, cables, fences, signs or structures constitute an unavoidable interference, notify the Construction Manager and utility owner regarding temporary removal and later restoration of the interfering item. Arrange with the Construction Manager and utility owner to remove and later restore the interfering item to the satisfaction of the utility owner, subject to approval of the utility owner, or, allow the utility owner to perform such work with his own forces. Under either arrangement, such work shall be done at Contractor's expense.
- E. Take all necessary precautions to prevent fires at or adjacent to the work, buildings, and other facilities. No burning of trash or debris is permitted. Fire extinguishers are to be easily accessible in case of equipment fires, etc. and are to be maintained as required by OSHA.

3.5 RELOCATION OF FACILITIES:

- A. If the location or position of an existing gas pipe, water pipe, sewer, drain, conduit, or structure requires its removal, realignment or change, such alteration shall be completed as directed by the Construction Manager at the Contractor's cost as part of his lump sum bid price.
- B. Uncovering, supporting and sustaining such facilities before its removal or before and after its realignment or change, shall be the Contractor's responsibility as part of the Work of this Contract.

END OF SECTION 020100

SECTION 022235 - RECYCLED CRUSHED MATERIALS

PART 1-GENERAL

1.1 SCOPE OF WORK

Clean concrete and structural brick ("crushed material") shall be crushed onsite at a location acceptable to the Construction Manager. Crushed material shall be segregated and stockpiled at locations approved by the Construction Manager. All demolished asphalt shall be disposed of off-site in accordance with Federal, State, and local regulation. Crushed concrete and structural brick shall be used as backfill as specified in Section 02-6110 – Earthwork, Backfilling and Drainage.

1.2 DESCRIPTION OF WORK

- A. This section pertains to work involving recycled crushed concrete and crushed structural brick materials produced on site during demolition operations. All concrete and structural brick shall be decontaminated in accordance with project decontamination requirements. Potential sources of recycled crushed materials on site include (but are not limited to), floor slabs, reinforced interior concrete walls, and brick walls. All stucco/plaster coated exterior walls shall be disposed of at an off-site NYSDEC licensed approved landfill. The Contractor shall note some areas of Stucco/exterior plaster shall be abated as asbestos containing materials (refer to contract drawing for locations). All reinforcing steel shall be removed from concrete elements prior to backfilling, and exported from the site. No refractory brick from boilers, flues or chimney/stack shall be crushed for re-use. All refractory brick shall be disposed of at a NYSDEC licensed landfill.
- B. Contractor shall provide a portable impact crusher onsite to perform crushing operations. The Contractor shall obtain any and all necessary permits to conduct the crushing operations.
- C. Recycled crushed materials may be used on site as backfill in areas identified on the project plans, or as general backfill to fill depressions produced during demolition or within low areas.

1.3 DESCRIPTION OF SITE CONDITIONS

- A. Reuse, recycle and salvage as much material as possible.
- B. Stockpile the various types of crushed recycled materials in separate, secure areas as directed by the Owner or Construction Manager.
- C. Do not mix recycled materials with soil, and do not mix crushed recycled concrete with asphalt.

1.4 SUBMITTALS

- A. Submit Proposed Crushing Equipment

PART 2 - PRODUCTS

2.1 CRUSHED RECYCLED CONCRETE

A. Crushed recycled concrete materials shall conform to the following gradation specification:

Sieve Size	Percent Passing By Weight
100 mm (4 inch)	100
0.475 mm (No. 40) (0.02 inch)	0 – 70
0.075 mm (No. 200) (0.0029 inch)	0 - 12

B. Recycled concrete materials used or stockpiled on site shall be uniform in quality and free from wood, steel, roots, bark or other extraneous material.

C. Acceptance of the gradation will be based on visual inspection by Construction Manager.

2.2 MIXED CRUSHED CONCRETE/BRICK

A. Any mixed crushed concrete/brick shall conform to the gradation specified above in Section 2.01.

PART 3 - EXECUTION

The procedure described below is also detailed in the flow chart included at the end of this section.

3.1 SEQUENCE AND PROCEDURE

A. The Contractor and Construction Manager shall conduct a secondary inspection of concrete/brick for visual signs of contamination and the Contractor shall conduct further cleaning of areas that exhibit visual signs of contamination or crush the concrete/brick, which does not have visual signs of contamination, for use as backfill on site.

B. The Contractor shall transport concrete/brick suitable for recycling to the crushing area and will crush the material and haul and stockpile the crushed materials to a site location acceptable to the Construction Manager or incorporated into the Contractor's ongoing backfill operation.

C. The Contractor shall use stockpiled crushed materials for backfill.

PART 4 - QUALITY CONTROL

4.1 DESCRIPTION

- A. The Contractor is responsible for the quality of the work and for complying with the specifications.
- B. Other tests may be performed as necessary based on field conditions, to verify the suitability of the crushed recycled materials for the intended purpose.
- C. The Construction Manager may perform confirmation sampling of recycled crushed material at any time to confirm the suitability for re-use. The Construction Manager reserves the right to reject the on-site re-use of recycled crushed material.

END OF SECTION

SECTION 024119 - BUILDING DEMOLITION

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Building demolition will be performed as shown on the Contract Drawings.
- B. The Contractor shall protect the rail bridge between the Eastern plant and Western plant over the Canajoharie Creek as shown on the contract plans.
- C. The Contractor shall demolish all building walls to finished condition grade, unless otherwise shown on the Contract Drawings. Building construction consists of multiple building materials and multiple layers. All roof systems are comprised of multiple layers and have insulation associated with the roof systems. Insulation includes, but is not limited to Styrofoam, protection layer, wood fiber board and other materials. The Contractor shall demolish, remove, and dispose of all building construction materials regardless of the material or number of layers encountered under the lump sum bid.
- D. With the exception of clean concrete and approved hard materials, the Contractor shall properly dispose of all other demolition materials off-site. Clean concrete and structural brick shall be recycled on site. All exterior building walls shall be disposed of at a permitted landfill. Exterior building walls and columns shall not be recycled.
- E. Interior building walls and slabs may be recycled or disposed of at a landfill at the Contractor's option. Contractor shall pay all costs associated with the chosen disposal option.
- F. Contractor is responsible for any and all traffic controls required throughout the duration of the demolition work. Contractor is required to obtain any and all permits from local agencies. Contractor to provide all detour or road closing signage as may be required by the governing agency.
- G. The Contractor is responsible for providing debris netting along the Canajoharie Creek to prevent debris from entering the creek. The Contractor shall submit the proposed netting plan and installation details to the Construction Manager for approval.

1.2 RELATED DOCUMENTS

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

1.3 SUMMARY

- A. This Section includes the following:

1. Demolition and removal of buildings and site improvements.
2. Abandoning in place and/or removing below-grade structures.
3. Disconnecting, capping or sealing, site utilities.

B. Related Sections include the following:

1. Division 1 Section "Summary" for use of the premises.
2. Division 1 Section "Temporary Facilities and Controls" for temporary construction, protection facilities, and environmental-protection measures for building demolition operations.
3. Division 1 Section "Construction Waste Management" for recycling and disposal of demolition wastes.

1.4 DEFINITIONS

- A. Demolition: Completely remove and properly characterize, transport in permitted vehicles and dispose of off-site at a permitted facility. Remove has the same meaning.
- B. Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.
- C. Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.

1.5 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 1. Carefully salvage the below listed items in a manner to prevent damage and promptly return to Owner. Salvaged materials shall be delivered by the Contractor to a location of the Owner's choosing within the limits Montgomery County.
 - a. Billboard panels from Roof mounted billboard on the North side of the Western Plant
 - b. The below listed masonry features from the upper level of the South façade of the Western Plant
 - i. (11) Decorative flowers
 - ii. "1905" Date Marker
 - iii. "Beech-Nut Packing Co" Lettering

1.6 SUBMITTALS

- A. Demolition and Removal Work Plan which shall detail all critical sequencing, procedures, demolition methods, temporary protection and control methods and schedule. Include drawings, which indicate the measures proposed for protecting individuals and property,

for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers. Detail special measures proposed to protect adjacent buildings and existing site features to remain. Provide particular details for the demolition including measures to retain falling debris on-site, specifically along the Canajoharie Creek.

- B. Schedule of Building Demolition Activities: Indicate the following:
 - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 - 2. Temporary interruption of utility services.
 - 3. Shutoff and capping of utility services.
- C. Building Demolition Plans: Drawings indicating the following:
 - 1. Locations of temporary protection and means of egress.
- D. Inventory: Submit a list of items to be removed and salvaged and delivered to Owner prior to start of demolition.
- E. Pre-demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by building demolition operations.
- F. Landfill and Disposal Records: Receipt and acceptance of all material disposed of offsite. Receipt and acceptance of all hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.7 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with all federal, state and local laws, rules, regulations, standards, guidance and notification requirements for the duration of the Contract.
- B. Comply with New York State Department of Labor (NYSDOL) Code Rule 23 and specifically subpart 23.3 "Demolition Safety".
- C. Standards: Comply with ANSI A10.6, NFPA 241, Fire Code of New York State, Building Code of New York State
- D. Pre-demolition Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to building demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be demolished.

2. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
3. Review and finalize protection requirements.
4. Review procedures for noise control and dust control.
5. Review procedures for protection of adjacent buildings.
6. Review items to be salvaged and returned to Owner.

1.8 PROJECT CONDITIONS

- A. Buildings to be demolished will be vacant and their use discontinued before start of the Work.
- B. Owner assumes no responsibility for buildings and structures to be demolished.
 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials:
 1. The demolition Contractor will be responsible for conducting asbestos abatement or for retaining an approved abatement contractor for abatement of indicated materials and any materials discovered during demolition at no additional expense to the Owner.
 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Construction Manager and Owner. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
 3. The Contractor shall not collect or analyze any samples without the prior approval of the Owner or Construction Manager.
- D. On-site storage or sale of removed items or materials is not permitted.

1.9 COORDINATION

- A. Arrange demolition schedule so as not to interfere with operations of adjacent occupied buildings.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Review Project Record Documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- B. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
- C. Verify that hazardous materials have been remediated, or are sufficiently isolated, before proceeding with building demolition operations.

3.2 PREPARATION

- A. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities that service buildings and structures to be demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
 - 3. Cut off pipe or conduit flush with grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
 - 4. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.
- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition.
- C. Salvaged Items: Comply with the following:
 - 1. Clean salvaged items of dirt and demolition debris.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.

3.3 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, trees requiring protection, and buildings slated to remain during demolition operations. Maintain exits from existing buildings.
- B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.

1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
 - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Division 1 Section "Temporary Facilities and Controls."
 1. Protect adjacent buildings and facilities from damage due to demolition activities.
 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 4. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
- D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.4 DEMOLITION, GENERAL

- A. General: Demolish existing buildings and site improvements completely as indicated in the project documents. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 2. Maintain fire watch during and for at least 2 hours after flame cutting operations.
 3. Maintain adequate ventilation when using cutting torches.
 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Engineering Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities.
- C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

D. Explosives: Use of explosives is **not** permitted.

3.5 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition systematically. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from the building by chute, hoist, or other device that will convey debris to waste handling area in a controlled manner.
 1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Salvage: Items to be salvaged are indicated on Drawings.
- D. Existing Utilities: Abandon and/or demolish existing utilities and below-grade utility structures as per the Contract Documents and in accordance with the requirements of the entity having jurisdiction.

3.6 DEMOLITION BY EXPLOSIVES

- A. **Not** allowed.

3.7 SITE RESTORATION

- A. Provide site restoration work as shown on the Contract Drawings.

3.8 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

- A. The Contractor is solely responsible for costs and to comply with all current federal, state and local laws, rules, regulations, standards and guidance concerning waste characterization, waste handling, transportation and proper disposal of all waste generated from this project. Contractor is responsible to comply with Section 015719 "Construction Waste Management" Copies of all information and reports shall be provided to the Construction Manager.

- B. Remove demolition waste materials from Project site. See Division 1 Section 015719 "Construction Waste Management" for recycling and disposal of construction and demolition waste.
- C. See Division 2 Section 028213 Asbestos Removal for Handling and Disposal of ACM and Asbestos-Contaminated Waste.
- D. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- E. Do not burn demolished materials.
- F. All storage tanks containing petroleum liquids shall be removed in accordance with the requirements of the New York State Department of Environmental Conservation (NYSDEC) in general and 6 NYCRR part 613 in particular.

3.10 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

END OF SECTION 024119

SECTION 026110 - EARTHWORK, BACKFILLING AND DRAINAGE

PART 1 - GENERAL

1.01 SUMMARY:

- A. This Section pertains to requirements for backfilling, grading, drainage control and final Site conditions for the project. Excavation work includes any utilities removal work required in the Contract Documents. Backfilling shall be required to achieve the finished grading and filling of site basements and voids. All basement slabs shall be fractured prior to backfilling. To the extent possible, general fill material to achieve finished grading shall be derived from recycled crushed concrete/structural brick. Non-recycled materials from off-site will be required as needed to meet final grading limits; Contractor provision of these materials shall be included in the base bid.
- B. Related Sections include the following:
 - 1. Division 2 Section 022235 Recycled Crushed Materials

1.02 RELATED DOCUMENTS:

- A. Drawings and Provisions of the Contract, apply to this Section.

1.03 SUBMITTALS:

- A. Material Test Reports: For each imported (i.e., derived from an off-site source) soil material proposed for use as general fill material to achieve finished grading as follows:
 - 1. Testing according to ASTM D 6913.
 - 2. Analytical Test Reports: For each material proposed for fill, backfill, or cover analytical report from approved environmental laboratory showing that the proposed fill meets the NYSDEC DER-10, Appendix 5, Allowable Constituent Levels (ACLs) for Commercial use. The material must also be classified as "General Fill" under 6NYCRR Part 360.B.
- B. Material Test Reports: For each imported (i.e., derived from an off-site source) soil material proposed for use other than general fill material to achieve finished grading as follows:
 - 1. Analytical Test Reports: For each material an analytical report from approved environmental laboratory showing that the proposed fill meets the NYSDEC DER-10, Appendix 5, Allowable Constituent Levels (ACLs) for Commercial use.
 - 2. Test reports required by the specifications identified on the Contract Drawings.
 - 3. Testing according to ASTM D 6913.

1.04 QUALITY ASSURANCE:

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as

documented according to ASTM S 3740 and ASTM E 548.

- B. Pre-excavation Conference: Conduct conference at project Site in accordance with Section 01-3119 – Project Meetings.

1.05 PROJECT CONDITIONS:

- A. Existing Utilities: Do not interrupt in-service utilities serving facilities occupied by Owner or others unless permitted in writing by the Construction Manager and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify the Construction Manager not less than two working days in advance of proposed utility interruptions.
- B. Demolish and completely remove from Site the existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS:

- A. Backfill required for filling foundation and infrastructure removal excavations are to be derived from recycled crushed concrete and brick. If insufficient on-site derived materials are generated, then additional material may be imported from an off-site source acceptable to the Construction Manager. No material shall be imported without the acceptance of the Construction Manager. The requirements for imported material for general use are as defined below

1. Coarse Sand Material shall be a naturally occurring, manufactured, uniformly graded coarse sand consisting of clean, inert, rounded grains of quartz or other durable rock and free from loam or clay, surface coatings, mica, other deleterious materials. Coarse Sand material shall comply with the following gradation for material passing a Number 10 Sieve for washed sieving:

U.S. Sieve Size No	% Passing Minimum	% Passing Maximum
10	100	-
18	50	80
35	20	45
60	8	20
140	0	8
270	0	3
0.002 mm	0	0.3

a. Maximum size shall be one-inch (1") largest dimension. The maximum retained on the #10 sieve shall be 20% by weight of the total sample.

- b. The ratio of the particle size for 70% passing (D70) to the particle size for 20% passing (D20) shall be 3.0 or less ($D70/D20 < \text{or} = 3.0$).
- c. Tests shall be by combined hydrometer and wet sieving in compliance with ASTM D422. Test results shall be submitted for both percent (%) retained and percent (%) passing for all Sieve sizes.

- 2. Gravel/Crushed Stone (if required) shall consist of washed, clean, hard, durable crushed rock consisting of angular fragments obtained by breaking and crushing solid or shattered natural rock free from loam, clay, or mica. Material shall be free (one percent maximum) from a detrimental quantity of flat, elongated (where average width exceeds 4 times the average thickness) pieces, or other objectionable pieces. Material shall also be free of recycled materials such as concrete, masonry, glass, ceramics, etc.

Passing Sieve	Percent Passing by Weight
1 inch	95-100
¾ inch	85-100
½ inch	25 to 60
⅜ inch	5 to 20
No.4	0 to 10
No.8	0 to 5

2.02 ACCESSORIES:

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility; colored as follows:
- B. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:
 - 1. Red: Electric
 - 2. Yellow: Gas, oil, steam, and dangerous materials
 - 3. Orange: Telephone and other communications
 - 4. Blue: Water systems
 - 5. Green: Sewer systems

- C. Drainage Fabric: Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and, with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
1. Grab Tensile Strength: 110 lbf (490 N); ASTM D 4632
 2. Tear Strength: 40 lbf (178 N); ASTM D 4533
 3. Puncture Resistance: 50 LBF (222 N); ASTM D 4833
 4. Water Flow Rate: 150 gpm per sq. ft. (100 L/s per sq. m); ASTM D 4491
 5. Apparent Opening Size: No. 50 (0.3 mm); ASTM D 4751
- D. Separation Fabric: Woven geotextile, specifically manufactured for use as a separation geotextile; made from polyolefins, polyesters, or polyamides; and, with the following minimum properties determined according to ASTM D 4759 and references standard test methods:
1. Grab Tensile Strength: 200 lbf (890 N); ASTM D 4632
 2. Tear Strength: 75 lbf (333 N); ASTM D 4533
 3. Puncture Resistance: 90 LBF (400 N); ASTM D 4833
 4. Water Flow Rate: 4 gpm per sq. ft. (2.7 L/s per sq. m); ASTM D 4491
 5. Apparent Opening Size: No. 30 (0.6 mm); ASTM D 4751

PART 3 - EXECUTION

3.01 PREPARATION:

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect sub-grades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to storm sewers, adjacent properties, and walkways.

3.02 EXPLOSIVES:

Do not use explosives.

3.03 APPROVAL OF SUBGRADE IN GENERAL FILL AREAS:

- A. Complete any required structure removal and notify the Construction Manager when excavations (or void space/basements) have reached required depth. Fracture basement slabs and notify the construction manager prior to initiating backfilling activities.
- B. Use only fill accepted by the Construction Manager for the specific fill area and depth to be filled in accordance with the contract drawings. Upon authorization from Construction Manager, backfill excavation and proof roll sub-grade to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated sub-grades until they are visibly dry.
- C. Reconstruct sub-grades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the Construction Manager.

3.04 STORAGE OF SOIL MATERIALS:

- A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of any buildings.
 - 2. Stockpiling shall meet the requirements of Section 01-5713, Erosion and Sediment Control.

3.05 BACKFILL:

- A. Place and compact backfill in excavations, in accordance with Section 3.06 conduct all required inspections of utilities, excavations limits, voids and basements prior to filling.

3.06 COMPACTION OF BACKFILLS AND FILLS:

- A. Place general backfill and fill materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers. Compact with at least 3 passes of equipment per lift or as approved by the Construction Manager. Compaction of general backfill will not be tested.
- B. Place all backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Place and compact bedding for reconfigured utilities, backfill for reconfigured utility runs, and sub-base for reconfigured roadways in accordance with the specifications referenced on the Contract Drawings. Compaction shall be tested according to 3.10 of this Section.

3.07 FINAL SITE GRADING AND CONDITIONS:

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements.
 - 1. Provide a smooth transition between adjacent existing grades with required surface tolerances.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
 - 3. Slope grades to direct water away from buildings and to prevent ponding.
 - 4. Restore site drainage system as indicated in this Section.
 - 5. Remove from Site and dispose of any excess fill materials and excavated soil stockpiles.
 - 6. Clean area within contract limits and remove tools and equipment. Leave Site clear, clean, free of debris, and suitable for subsequent construction or seeding operations.

3.08 SUBBASE AND BASE COURSES:

- A. Install separation fabric on prepared sub-grade according to manufacturer's written instructions, overlapping sides and ends. For finished grading, topsoil shall be placed on top of the separation fabric and seeded as identified on the contract drawings.
- B. Under pavements and walks, place sub-base course on separation fabric according to fabric manufacturer's written instructions and as follows:
 - 1. Place base course material over sub-base.
 - 2. Compact sub-base and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
 - 3. Shape sub-base and base to required crown elevations and cross-slope grades.
 - 4. When thickness of compacted sub-base or base course is 6 inches (150 mm) or less, place materials in a single layer.
 - 5. When thickness of compacted sub-base or base course exceeds 6 inches (150 mm), place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick when compacted.
- C. Pavement Shoulders: Place shoulders along edges of sub-base and base course to prevent lateral movement. Construct shoulders, at least 123 inches (300 mm) wide, of

satisfactory soil materials and compact simultaneously with each sub-base and base layer to not less than 95 percent of maximum dry unit according to ASTM D 1557.

3.9 FIELD QUALITY CONTROL:

- A. Testing Agency: Owner shall engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing (reference 1.04 A of this Section).
- B. Allow testing agency to inspect and test sub-grades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Testing agency shall test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests shall be performed at the following locations and frequencies:
 - 1. Paved and Building Slab Areas: At sub-grade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of paved area or building slab, but in no case fewer than three tests.
 - 2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet (46 m) or less of trench length, but no fewer than two tests.
- D. When testing agency reports that sub-grades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; re-compact and retest until specified compaction is obtained.

3.10 PROTECTION:

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by the Construction Manager; reshape and re-compact.
- C. Where settling occurs before project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.11 DISPOSAL OF SURPLUS AND WASTE MATERIALS:

- A. Disposal: Transport waste material, including all surplus materials, trash and debris, and legally dispose of it off Owner's property.

3.12 SITE DRAINAGE:

- A. Existing Site drainage system shall be maintained for the duration of the project and adjusted to finished grades. Site grading and adjustments to the drainage system are to be performed by the Contractor, as needed, to prevent the ponding of surface water on the Site and to prevent runoff from exiting the project Site. In addition, the Contractor shall implement control measures to prevent water from crossing disturbed areas, to prevent erosion of disturbed areas, and to prevent any eroded sediments from entering the Site drainage system. The Contractor shall be responsible for the removal and proper disposal of any surface water or sediment which accumulates at the Site.
 - 1. The Contractor shall prepare an "as-built" drawing of the project Site drainage systems and submit it to the Construction Manager prior to close-out of the contract. The drawing shall identify locations of manholes and clean-outs, grate and invert grades, pipe sizes and type, and other available and pertinent information.
 - 2. The Contractor shall locate equipment wash-down areas or other operations generating sediment so that runoff from these areas is directed to regularly maintained sediment control devices designed to accommodate these discharges.
 - 3. The Contractor shall be required to obtain any required sewer discharge permits.
 - 4. The Contractor shall be responsible for waste characterization and proper disposal of any surface water and sediments collected or trapped during the course of the demolition.
- B. Implement temporary pollution control measures to minimize soil erosion.
- C. Complete temporary pollution control features at the earliest practicable time and use such measures to correct unforeseen conditions that occur during construction or to correct conditions that are needed prior to completion of permanent soil erosion and sediment control measures.
- D. Maintain erosion control features that are installed in an acceptable manner during the construction period in accordance with the requirements of Section 01-5713, Erosion and Sediment Control.
- E. The Construction Manager may direct the removal and disposal of accumulated sediment from temporary erosion control facilities as necessary to maintain sediment control functions.
- F. Construct temporary sediment traps using straw bales and/or silt fences to remove sediment from runoff before the runoff leaves the Site. Place sediment traps in drainage ways, at storm drain inlets and at other points of discharge from the disturbed area. Remove excess sediment from sediment traps or replace sediment traps to maintain

structural stability and erosion control.

- G. Designate areas for equipment maintenance and repair which include appropriate waste receptacles for spent oils, gasoline, grease and other solvents, and regular collection and disposal schedules.
- H. Provide regular site housekeeping activities designed to minimize the non-sediment related pollutants from entering storm water runoff.
- I. If an inspection reveals inadequacies, revise the Site description and pollution prevention measures, as soon as possible after this inspection. Notify the Construction Manager of any necessary changes.

END OF SECTION 026110

SECTION 028100 – WASTE CHARACTERIZATION, REMOVAL AND DISPOSAL

PART 1 - GENERAL

1.1 SCOPE OF WORK:

- A. The Contractor shall furnish all labor, materials, tools, equipment, utilities and other services necessary for the removal, characterization, transportation, and disposal/recycling of all contaminated materials, hazardous wastes, and Universal Waste from the Former Beech-Nut Plant. This includes the collection of characterization samples of oil containerized in on-site drums.
- B. The Contractor is responsible for choosing appropriate treatment/recycling/disposal facilities and identifying those facilities to the Construction Manager. Disposal of all waste streams must be at permitted TSDF's and disposal facilities in compliance with all regulatory requirements. In addition, the Contractor is responsible for making all waste determinations and for performing all sampling and analysis requirements specified by the receiving disposal or recycling facilities.
- C. The handling, transportation and disposal of wastes shall be performed in strict accordance with USEPA, USDOT, State, and local regulations. Compliance with any obligation based upon Federal, State, or local environmental, public health, or safety laws, rules, regulations or requirements is required. Methods to address compliance shall be coordinated with the Construction Manager.
- D. The Contractor must supply the name and address of all facilities that shall receive the waste. The wastes include those associated with the decontamination, asbestos removal, demolition and equipment removal activities of the facility. These wastes may include asbestos containing materials, metals contaminated materials, petroleum products, PCB-containing materials, materials such as scrap metal, steel, copper, tin, piping, electrical, wood, concrete and masonry items.

1.2 SUBMITTALS:

- A. Name, address, and USEPA and NYSDEC permits or licenses (as appropriate), of all proposed beneficial use, recovery, or recycling facility.
- B. Name, address, and USEPA and NYSDEC permits or licenses (as appropriate), of all waste transporters/haulers.
- C. Name, address, and USEPA and NYSDEC permits or licenses (as appropriate), of recipient landfill and incinerators.
- D. Following final removal, and disposal/recycling or destruction, Construction Manager and the Owner shall be provided with waste transport and disposal/recycling documents (e.g., manifests), as well as weight tickets and certificates of destruction as appropriate.
- E. The Contractor shall be required to submit a Work Plan explaining the personal protective equipment, methods and procedures utilized for fluorescent light bulb and ballast, and other

environmental chemicals and materials handling and disposal/recycling. Submission shall be made at least 14 days prior to the anticipated start of work for review by Construction Manager and Owner prior to the commencement of activities. The plan shall include:

1. List of the employees scheduled to perform this work.
2. Schedule of start and finish times and dates for this work.
3. Name and address of disposal, incineration and recycling facilities where these waste materials are to be sent. Include contact person, facility address and telephone number. Plan must include a copy of each disposal/treatment facilities current operation permit that indicates both the type of materials allowed and not allowed for disposal/treatment/recycling.
4. Name, address, phone number, responsible contact, and license/permit information (NYS and/or USEPA/USDOT Waste Transporter ID number) from all identified transporters.
5. Material Safety Data Sheets (MSDS) for any chemical materials to be used to facilitate this work.
6. A description of appropriate security measures that shall be provided for the protection of hazardous waste while stored on-site.
8. Provide a description of the methods, procedures and materials to be used in performing the work and handling all hazardous wastes.
9. Provide a description of any samples to be taken and the parameters to be analyzed. Identify the laboratory providing the services.
10. The method of recycling or treatment/disposal that will be used for each waste stream.

1.3 CODES AND REGULATIONS:

A. The following is a list of many of the relevant Federal and State laws, regulations, codes and guidelines that the Contractor shall follow and be familiar with. This list is by no means exhaustive and the Contractor shall be required to meet and comply with all applicable, relevant, and appropriate Federal, State and local laws and codes.

1. Toxic Substances Control Act (TSCA), USEPA (1976).
2. Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), USEPA (1980).
3. USEPA 40 CFR 170, Preparation of Hazardous Materials for Transportation.
4. USEPA 40 CFR Parts 260-272, Resource Conservation and Recovery Act (RCRA).
5. 40 CFR Part 273, Universal Waste Rule.

6. USEPA 40 CFR 761 (PCBs).
 7. USDOT 49 CFR Parts 100-180, Hazardous Materials Regulations.
 8. 6 NYCRR Part 361, Solid Waste & Material Recovery Facilities.
 9. 6 NYCRR Part 362, Solid Waste Combustion, Transfer and Processing Facilities.
 10. 6 NYCRR Part 363, Solid Waste Landfills.
 11. 6 NYCRR Part 364, Waste Transporters.
 12. 6 NYCRR Part 365, Biohazard Waste Management Facilities.
 13. 6 NYCRR Part 370, Hazardous Waste Management System.
 14. 6 NYCRR Part 371, Identification and Listing of Hazardous Waste.
 15. 6 NYCRR Part 372, Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities.
 16. 6 NYCRR Parts 373-1 through 373-4, TSDF Facilities and Standards.
 17. 6 NYCRR Subpart 374-3, Standards for Universal Wastes.
 18. 6 NYCRR Part 376, Land Disposal and Treatment Standards.
 19. OSHA 29CFR 1910, Occupational Safety and Health Standards.
 20. OSHA 29CFR 1926, Safety and Health Regulations for Construction.
 21. Universal Waste Rule as described in the Federal Register.
- B. The Contractor is required to secure and maintain all required regulatory permits necessary to perform all aspects of the work. The Contractor shall containerize and store waste in accordance with all applicable regulations. The Contractor and Waste Haulers will be responsible for all required placards and labeling.
- 1.4 TEMPORARY WASTE MATERIALS STORAGE AREA:
- A. All containerized waste materials are to be placed in a Temporary Materials Storage Area approved by the Construction Manager. The Contractor shall install and maintain any containment structures (i.e., storage pads or berms), gates and fencing as necessary to secure the area.
- 1.5 WASTE STREAMS:
- A. Abatement, cleanup and demolition shall produce a wide range of materials, some of which

have specific management requirements. Materials generated during abatement, cleanup and demolition shall be separated by the Contractor or subcontractor according to their intended disposition (i.e., salvage, recycle, disposal) and the applicable regulatory requirements for the respective management method. Specific handling, transport and disposal requirements for the various materials are provided in the appropriate sections of the Technical Specifications. Requirements for Universal Waste are provided in 1.6 of this of this Section.

- B. Transportation and Containment Controls - The Contractor shall be responsible for transportation and containment controls utilized during the transport of materials associated with the remediation and demolition process.
- C. Waste Tracking
 - 1. The Contractor shall establish a record system that accounts for all waste. The Contractor must be able to document custody of all waste from the time it is removed from the work area until it is disposed of, recycled or incinerated at an approved facility. All containers are to be appropriately marked/labeled.
 - 2. All the original manifests, bills-of-ladings and any receipts or certifications generated during the handling and disposal processes shall be provided to the Construction Manager.
 - 3. Final manifests and documents must be provided to the Construction Manager within 30 days of the removal of contaminated materials from the Site by the waste hauler or as required for the applicable regulations.

1.6 GENERAL HAZARDOUS AND UNIVERSAL WASTE REMOVAL:

- A. This section includes a listing of the types of wastes that the Contractor will be required to develop precautions and procedures to be followed to protect against the contamination of the building and Site; allow for the safety of his workers and the public; and, to identify proper means of treatment, storage and disposal. Contractor must also comply with the requirements of all Contract Technical Specifications. Waste includes, but is not limited to:
 - 1. Mercury vapors contained within fluorescent light bulbs or tubes, metal halide, or high-intensity discharge (HID) lamps;
 - 2. Mercury containing thermostats, thermometers and gauges;
 - 3. Lead acid and other batteries;
 - 4. Fire extinguishers;
 - 5. Compressed refrigerant gasses (ozone depleting substances as defined by the Clean Air Act – CFC, HFC, HCFC or virgin refrigerants);
 - 6. Fluorescent or HID light fixture ballasts containing polychlorinated bi-phenyls (PCBs)

or di-2-ethylhexyl phthalate (DEHP) liquids. Given the age of the structure all ballasts are assumed to contain either poly chlorinated biphenyls (PCBs) or di-2-ethylhexyl phthalate (DEHP). ALL ballasts shall be handled and disposed of as PCB containing ballasts.

7. Miscellaneous paint products, aerosols, oils, lubricants, fuels, cleaning supplies and other various unknown chemical products, etc., stored on-site in spray cans, quart or gallon containers, 5-gallon buckets and 30-gallon and 55-gallon drums;
 8. Removal and disposal of lubricants and other hazardous liquids associated with various accessible mechanical equipment reservoirs including motors, pumps, boilers, and compressors;
 9. Computers, electrical panels, smoke detectors and exit/emergency lights.
- B. The Contractor shall develop all applicable waste manifests, shipping papers, profile sheets, land ban forms and any other documentation and coordinate with the Construction Manager regarding proper signatures.
- C. The work area includes all areas where the above referenced materials slated for removal and subsequent disposal are present. For general locations and quantities, refer to Contract Drawings.
- D. The Contractor will be required to perform any demolition required to locate and remove any Universal Wastes, identified wastes, transformer and tank carcasses, and other items identified in the Contract Specifications and Contract Drawings for removal.

1.7 WASTE MANAGEMENT:

- A. This section describes the sources and classifications of wastes that are anticipated to be generated throughout the project; the staging and characterization procedures that shall be used; the packaging and storage methods that shall be used once the wastes are characterized; and, the transportation and disposal requirements and approved disposal facilities for wastes. The Construction Manager is to be notified of any tank, equipment, or line damage prior to draining. Specific regulatory and project requirements are provided in the appropriate sections of the Technical Specifications.
- B. Staging Procedures - The manner in which the materials are staged is dependent on the classification of the material (hazardous waste, non-hazardous waste or recyclable material), whether the material is solid or liquid, and the quantity that shall be generated. Materials shall be staged in accordance with applicable regulations within locations approved by the Construction Manager.
- C. Packaging - The Contractor shall ensure that wastes from the demolition process are stored and placed in appropriate containers for storage and shipping. Waste materials that are to be sent off-site for disposal shall be loaded into appropriate DOT-approved containers and transported to the waste storage area to await disposal. A unique container identification number shall be assigned to each container to allow proper tracking during on-site management and off-site disposal. Each container shall be labeled with its unique container

identification number, the date of generation, the type and approximate quantity of material, and the activity from which the waste was generated. This information shall be recorded by the Contractor and reviewed on a weekly basis to ensure that no materials are stored on-site while awaiting disposal for a period longer than the applicable regulatory mandated period (i.e., 90 days for hazardous waste).

- D. The Contractor shall be responsible for providing appropriate containers, transporting, and disposing of all wastes including asbestos containing materials, metals contaminated materials, petroleum products, petroleum contaminated soil/groundwater, solvents, construction and demolition debris. Construction and Demolition debris includes non-contaminated rubble, non-contaminated debris, and clean soil. All wastes must be taken to an appropriate disposal or recycling facility which has not been previously rejected by the Owner.
- E. The Contractor shall manage all surplus materials and waste generated in the performance of the Contract in accordance with applicable Federal, State, and local laws and regulations. No section herein is intended to prevent the Contractor from removing surplus material or waste to appropriate off-site locations for beneficial reuse, recovery or recycling purposes, unless a specific location has been rejected by the Owner. The Contractor is encouraged to reuse, salvage or recycle materials to the maximum extent possible.

PART 2 – PRODUCTS

2.1 GENERAL:

- A. Contractor shall be responsible for identifying the appropriate shipping containers. Some examples include 35 or 55 gallon metal or fiber drums, with lids that can be secured and sealed for ballasts; RC-4, RC U-Bent and RC-HID lamp recycling cartons; lab packs or over-packs for containerized liquids (paints, thinners, cleaning fluids, etc). Drums or containers must meet the required OSHA, USEPA (40 CFR Parts 264-264 and 300), and DOT Regulations (49 CFR Parts 171-178).
- B. Contractor shall provide the appropriate waste labels identifying contents as regulated TSCA, Universal Waste, and RCRA hazardous wastes as defined by USEPA, NYSDEC and all other applicable Federal and State regulations.
- C. Contractor shall provide refrigerant recovery tanks and cylinders to hold and temporarily store compressed refrigerant gasses (ozone depleting substances as defined by the Clean Air Act – CFC, HFC, HCFC or virgin refrigerants).

PART 3 - EXECUTION

3.1 GENERAL:

- A. Procedures and methods contained herein are to provide guidance to protect from the contamination of the environment and exposure to workers, while handling contaminated materials, hazardous wastes, and Universal Waste, and their respective components during disassembly for disposal/recycling/destruction.

- B. Removal and disposal/recycling of all mercury fluorescent and HID lights, mercury gauges, and batteries will follow all Universal Waste Rule requirements.
- C. On-site recovery and recycling of refrigerants, if required, must be conducted in compliance with the Clean Air Act (CAA) and by authorized and certified personnel as defined in Section 608 of the CAA.
- D. Removal and recycling/disposal of lubricants, petroleum based products, and other chemicals from mechanical equipment will be conducted in a manner to prevent releases to the environment.

3.2 PERSONAL PROTECTIVE EQUIPMENT:

- A. Personal protective equipment (PPE) shall consist of (at a minimum) safety goggles or other protective eye-ware, work shoes with non-slip soles and steel toes, chemical resistant gloves that cover the hand (e.g., neoprene or nitrile gloves), an apron that covers the front of the worker's body from shoulder to calves or disposable Tyvek coverall, and respiratory protection, as necessary.
- B. Personal protective equipment contaminated by handling operations should be disposed of as contaminated waste.

3.3 WORK PROCEDURES:

- A. The Owner is responsible to provide a EPA hazardous waste generator number and the Contractor shall act as agent to the Owner for the project. Non-hazardous materials shall be transported using non-hazardous waste manifests or appropriate bills of lading.
- B. During the light bulb removal, the following procedures (or equivalent alternate but protective measures) are to be followed:
 - 1. Carefully remove tubes from fixtures and repackage them in appropriate cartons for transportation for recycling and/or disposal.
 - 2. Designate an area where the bulbs can be placed for storage.
 - 3. In the event a bulb breaks, utilize a mercury capture vacuum to remove all debris generated.
- C. Carefully remove light ballasts, and segregate for disposal in the following manner:
 - 1. Given the age of the structure all ballasts are assumed to contain either polychlorinated biphenyls (PCBs) or di-2-ethylhexyl phthalate (DEHP). All ballasts shall be assumed to contain PCBs.
 - 2. Non-leaking ballasts shall be segregated and drummed for disposal as a hazardous and TSCA waste. Disposal of PCB ballasts may be by:
 - a. Landfilled at a properly permitted TSCA landfill facility; and,

- b. Whole ballast destruction via by high temperature incineration at an approved TSCA incinerator
- A. Leaking ballasts shall be segregated and drummed. Punctures or damage to these ballasts exposes an oily or tar-like substance. These ballasts, and all materials it contacts, including PPE MUST be incinerated under the TSCA regulations as they cannot be landfilled or recycled.
- E. Hammering or sudden impact methods for removing ballast's from the light fixture shall not be employed as such methods may cause leakage in an otherwise non-leaking ballast.
- F. Care must be exercised when collecting other items – light bulbs, mercury thermostats and gauges, batteries, refrigerants, fuels, lubricants, and paints, so not to release or spill these products into the environment.
- G. Throwing and tossing of ballast's into disposal drums shall not be conducted, as such activities may cause leakage in otherwise non-leaking ballast.
- H. During removing/recycling of stored chemical products, cleaners, paints, etc., enclosed in their original container, the Contractor shall place chemicals into properly OSHA labeled, airtight 55-gallon drums or into lab packs. In turn these drums/lab packs shall be transported, under proper manifesting procedures, to a recycling/disposal facility. The facility shall forward a certificate of recycling or disposal/destruction to the Contractor, who shall incorporate this information into the close out package to be provided to the Construction Manager.
- I. Drums of hazardous waste can be stored for up to ninety (90) days from the initial date of waste generation, prior to disposal or destruction. All other removed materials shall be stored in the appropriate containers. A secure storage site shall be designated, labeled in accordance with the applicable rules and regulations, and be maintained by the Contractor. The waste storage area shall be inspected daily by the Contractor and the inspection shall be noted on a Waste Inspection Form developed by the Contractor.
- K. The Contractor shall coordinate all shipments and arrivals at the TSDF to meet project schedule requirements. The Contractor shall complete any required shipping papers, manifests, placarding, and weighing or load measurements and provide copies of all documentation to the Construction Manager.
- L. The Contractor shall ensure that the trucks used to transport any materials during the project protect against contamination to the environment. This will be accomplished by using enclosed trucks, or by properly covering and, if applicable, lining the trucks with compatible material. The Contractor shall verify that any trucks used to transport liquids or solid materials are not leaking.
- M. The Contractor shall provide written weekly reports documenting the progress made, summarizing the upcoming work, and identifying any coordination issues with other groups. The weekly reports are to be submitted no later than 3:00 pm the Monday following the week that just ended.

- N. All removal and disposal activities shall be monitored by the Construction Manager for compliance.

3.4 WASTE DISPOSAL:

- A. Fluorescent fixtures are to be repackaged for recycling or disposed at an appropriate facility. Certificates of destruction are to be provided for lamps destroyed or recycled. Waste manifests are to be provided for lamps that are landfilled.
- B. Non-leaking PCB ballasts are to be either landfilled or destroyed by high-temperature incineration. Landfilled ballasts are to be properly manifested. Certificates of destruction must be provided for destroyed ballasts. Waste shipment records are to be provided for all materials transported from the Site.
- C. Leaking PCB ballasts (and any associated materials contaminated by such leakage) must be destroyed by high-temperature incineration. Certificates of destruction and waste transport/shipment records must be provided upon completion.
- D. Batteries and mercury containing gauges/levels/thermostats shall be disposed of under the Universal Waste Rule.
- E. PCB liquids at concentrations greater than 50 ppm shall be disposed of in an incinerator which complies with 40 CFR Section 761.70. If PCBs are present at a concentration of between 50 and 500 ppm, disposal via a high efficiency boiler may be substituted with the Owner's approval as an acceptable alternative. Liquids with a PCB concentration greater than 500ppm must be disposed of in an incinerator.
- F. All recovered petroleum products shall be shipped off-site for liquid fuels blending or another acceptable alternative approved by the Owner for the treatment of these materials.
- G. All refrigerants must be properly tested and characterized for recycling/disposal.
- H. All other wastes are to be disposed of in accordance with all applicable Federal, State and Local regulations.

3.5 QUALIFICATIONS:

- A. The Contractor shall have the following qualifications:
 - 1. Performance of at least two projects in the previous three years that are similar to the work required for this project.
 - 2. It has developed and employed a Work Plan, Contingency Plan, and Site-Specific Health and Safety Plan similar to that required for this project.
 - 3. It has established a Quality Control Program that includes hazard communications and chemical hygiene plans; employee background checks and medical testing; and, waste determination procedures and guidelines.

5. It has a project manager available for this project with at least three years of experience performing similar work; field experience in at least three similar projects; all required training certifications; fluent in the English language and capable of communicating with all the staff; and, is experienced in visual inspection, handling, cleaning, storage and field characterization of hazardous materials similar to those anticipated on this project.
6. For firm and persons specified above, submit documentation and resumes to demonstrate their capabilities and experience. Include a list of completed projects with project contact names, addresses, and phone numbers.

END OF SECTION 028100

SECTION 028213 - ASBESTOS ABATEMENT

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. This asbestos abatement Project will include the removal and disposal of asbestos containing materials in support of the demolition of the Eastern Portion of the Former Beech-Nut Manufacturing Plant located in Canajoharie, NY.
- B. The below listed asbestos containing materials will require removal as part of the Contract Work:
- Exterior Wall Coating: 24,000 SF (Friable, Intact)
 - Window Caulk/Glaze: 1,780 SF (Non-Friable, Intact to Damaged)
 - Corrugated Siding: 2,000 SF (Non-Friable, Damaged)
 - Door with ACM Paint: 600 SF (Non-Friable, Intact)
 - Silver Paint: 15,000 SF (Non-Friable, Intact)
 - Ceiling Insulation: 5,900 SF (Friable, Intact)
 - Flange Gaskets: 9,000 SF (Friable, Intact)
 - Transite Wall/Siding: 8,550 SF (Non-Friable, Intact)
 - HVAC Ductwork Sealant: 400 SF (Non-Friable, Intact)
 - Duct Tar: 72 SF (Non-Friable, Intact)
 - Coping Membrane and Sealants: 9,250 SF (Non-Friable, Intact)
 - Capstone Coating: 1,440 SF (Non-Friable, Intact)
 - Roof Flashing: 2,500 SF (Non-Friable, Intact)
 - Roof Pitch: 11,000 SF (Non-Friable, Intact)
 - Asphalt Roofing: 170 SF (Non-Friable, Intact)
 - Transite Roofing: 1,125 SF (Non-Friable, Intact)
 - Built-up Roofing: 5,100 SF (Non-Friable, Intact)
 - Roof Vapor Barrier: 5,000 SF (Non-Friable, Intact)
 - Roof Penetration Tar: 100 SF (Non-Friable, Intact)
 - Hot Mop Roofing: 4,500 SF (Non-Friable, Intact)
- C. The Contractor shall be aware of all conditions of the Project and is responsible for verifying quantities and locations of all Work to be performed. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the Work.
- D. All Work shall be performed in strict accordance with the Project Documents and all governing codes, rules, and regulations. Where conflicts occur between the Project Documents and applicable codes, rules, and regulations, the more stringent shall apply.
- E. The Contractor is required to ensure cooperation of its personnel with the 3rd party asbestos project monitor and air sampling technician. The Contractor shall be responsible for the provision of sufficient electric power and safe access to all locations as necessary for the asbestos project monitor and air sampling technician to fulfill his/her duties.

1.2 SPECIAL JOB CONDITIONS:

- A. Any special job conditions are described below:

1. In addition to the requirements of OSHA 1926.1101, the Contractor shall be required to perform daily personal air monitoring in accordance with Section 1.9 of this specification.
2. The Contractor shall be responsible for the provision of sufficient electric power and safe access to all locations as necessary for the asbestos project monitor and air sampling technician to fulfill his/her duties.
3. The Contractor shall be responsible for the provision of suitable disposable suits (e.g. Tyvek) and P100 respirator filters for all Authorized Visitors and the 3rd party project monitor and air sampling technician to conduct inspections of regulated work areas.

1.3 PERMITS AND COMPLIANCE:

- A. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local laws, rules, and regulations pertaining to Work practices, protection of Workers, authorized visitors to the site, persons, and property adjacent to the Work.
- B. Perform asbestos related Work in accordance with New York State Department of Labor Industrial Code Rule, 12 NYCRR Part 56, effective 3/21/07, as specified herein. Where more stringent requirements are specified, adhere to the more stringent requirements.
- C. The Contractor must maintain current licenses pursuant to New York State Department of Labor and Department of Environmental Conservation for all Work related to this Project, including the removal, handling, transport, and disposal of asbestos containing materials.
- D. The Contractor must have and submit proof upon request that all persons employed by the Contractor to engage in or supervise Work on any asbestos Project have a valid NYS asbestos handling certificate pursuant to Industrial Code Rule, 12 NYCRR Part 56, effective 3/21/07.
- E. Should the Contractor choose to apply for any variance, approval of the Owner and Construction Manager is first required.

1.4 SUBMITTALS:

- A. Pre-Work Submittals: Within 7 days prior to the pre-construction conference, the Contractor shall submit 3 copies of the documents listed below:
 1. Contractor license issued by New York State Department of Labor.
 2. Progress Schedule:
 - a. Show the complete sequence of abatement activities and the sequencing of Work within each building or building section.
 - b. Show the dates for the beginning and completion of each major element of Work including substantial completion dates for each Work Area, building, or phase.
 3. Project Notifications: As required by Federal and State regulatory agencies together with proof of transmittal (i.e. certified mail return receipt).
 4. Building Occupant Notification: As required by regulatory agencies.
 5. Abatement Work Plan: Provide plans that clearly indicate the following:
 - a. All Work Areas/containments numbered sequentially.
 - b. Locations and types of all decontamination enclosures.
 - c. Entrances and exits to the Work Areas/containments.
 - d. Type of abatement activity/technique for each Work Area/containment.

- e. Number and location of negative air units and exhaust. Also provide calculations for determining number of negative air pressure units.
 - f. Proposed location and construction of storage facilities and field office.
 - g. Location of water and electrical connections to building services.
 - h. Waste transport routes through the building to the waste storage container.
 6. Disposal Site/Landfill Permit from applicable regulatory agency.
 7. NYS Department of Environmental Conservation Waste Transporter Permit.
- B. On-Site Submittals: Refer to Part 3.01.D for all submittals, documentation, and postings required to be maintained on-site during abatement activities.
- C. Project Close-out Submittals: Within 30 days of completion of the asbestos abatement portion of the project, the Contractor shall submit 4 copies of the documents listed below. One set of the documents shall be forwarded to the Facility.
1. **Originals** of all waste disposal manifests, seals, and disposal logs.
 2. OSHA compliance air monitoring records conducted during the Work.
 3. Daily project log, including the entry/exit log.
 4. A list of all Workers used in the performance of the Project, including name, NYS Dept. of Motor Vehicle Photo Identification Card number, and NYS DOL certification number.
 5. Disposal Site/Landfill Permit from applicable regulatory agency.
 6. Final project notifications and variances.

1.5 PRE-CONSTRUCTION CONFERENCE:

- A. Prior to start of preparatory Work under this Contract, the Contractor shall attend a pre-construction conference attended by Owner, Facility Personnel, and asbestos Project Monitor.
- B. Agenda for this conference shall include but not necessarily be limited to:
1. Contractor's scope of Work, Work plan, and schedule to include number of workers and shifts.
 2. Contractor's safety and health precautions including protective clothing and equipment and decontamination procedures.
 3. Environmental Consultant's duties, functions, and authority.
 4. Contractor's Work procedures including:
 - a. Methods of job site preparation and removal methods.
 - b. Respiratory protection.
 - c. Disposal procedures.
 - d. Cleanup procedures.
 - e. Fire exits and emergency procedures.
 5. Contractor's required pre-work and on-site submittals, documentation, and postings.
 6. Contractor's plan for twenty-four (24) hour Project security both for prevention of theft and for barring entry of unauthorized personnel into Work Areas.
 7. Temporary utilities.
 8. Handling of furniture and other moveable objects.
 9. Storage of removed asbestos containing materials.
 10. Waste disposal requirements and procedures.
- C. In conjunction with the conference, the Contractor shall accompany the Owner and Asbestos Project Monitor on a pre-construction walk-through documenting existing condition of finishes

and furnishings, reviewing overall Work plan, location of fire exits, fire protection equipment, water supply and temporary electric tie-in.

1.6 APPLICABLE STANDARDS AND REGULATIONS:

- A. The Contractor shall comply with the following codes and standards, except where more stringent requirements are shown or specified:
- B. Federal Regulations:
 - 1. 29 CFR 1910.1001, "Asbestos" (OSHA)
 - 2. 29 CFR 1910.1200, "Hazard Communication" (OSHA)
 - 3. 29 CFR 1910.134, "Respiratory Protection" (OSHA)
 - 4. 29 CFR 1910.145, "Specification for Accident Prevention Signs and Tags" (OSHA)
 - 5. 29 CFR 1926, "Construction Industry" (OSHA)
 - 6. 29 CFR 1926.1101, "Asbestos, Tremolite, Anthophyllite, and Actinolite" (OSHA)
 - 7. 29 CFR 1926.500 "Guardrails, Handrails and Covers" (OSHA)
 - 8. 40 CFR 61, Subpart A, "General Provisions" (EPA)
 - 9. 40 CFR 61, Subpart M, "National Emission Standard for Asbestos" (EPA)
 - 10. 49 CFR 171-172, Transportation Standards (DOT)
- C. New York State Regulations:
 - 1. 12 NYCRR Part 56, "Asbestos", Industrial Code Rule 56 (DOL) ("ICR56")
 - 2. 6 NYCRR, Parts 360, 364, Disposal and Transportation (DEC)
 - 3. 10 NYCRR, Part 73, "Asbestos Safety Program Requirements" (DOH)
- D. Standards and Guidance Documents:
 - 1. American National Standard Institute (ANSI) Z88.2-80, Practices for Respiratory Protection
 - 2. ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems
 - 3. EPA 560/585-024, Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book)
 - 4. EPA 530-SW-85-007, Asbestos Waste Management Guidance

1.7 NOTICES:

- A. The Contractor shall provide notification of intent to commence asbestos abatement activities as indicated below.
 - 1. At least ten (10) Working days prior to beginning abatement activities, send written notification to:
U.S. Environmental Protection Agency
National Emissions Standards for Hazardous Air Pollutants (NESHAPS) Coordinator
26 Federal Plaza
New York, NY 10007.
 - 2. At least ten (10) days prior to beginning abatement activities send written notification to:
New York State Department of Labor
Division of Safety and Health, Asbestos Control Program.
State Office Campus
Building 12 - Room 454

Albany, NY 12240

- B. The Contractor is required to send notifications to regulatory agencies via mail or package delivery service that will provide proof of delivery and receipt.
- C. The Contractor shall post and/or provide Building Occupant Notification at least 10 days prior to beginning abatement activities as required by Industrial Code Rule, 12 NYCRR Part 56. The posting shall include the following information:
 - 1. The locations of the abatement Project.
 - 2. The amounts and types of asbestos containing materials being abated.
 - 3. The commencement and completion dates of the Project.
 - 4. The name, address, and asbestos license number of the Abatement Contractor.
 - 5. The name, address, and asbestos license number of the Asbestos Project Monitoring firm and laboratory.

1.8 PROJECT MONITORING AND AIR SAMPLING:

The Owner's Representative shall be the initial point of contact for all Contract related work.

- A. The Owner shall also engage the services of an Environmental Consultant (the Consultant) who shall serve as the Owner's NYSDOL licensed Project Monitoring Firm to oversee the performance of the asbestos abatement Project and provide direction as required throughout the entire abatement period.
- B. The Contractor is required to ensure cooperation of its personnel with the Owner's Representative and Environmental Consultant for the air sampling and Project monitoring functions described below. The Contractor shall comply with all direction given by the Owner's Representative and Environmental Consultant during the course of the Project.
- C. The Environmental Consultant shall provide the following administrative services:
 - 1. Review and approve or disapprove all submittals, shop drawings, schedules, and samples.
 - 2. Assure that all notifications to governmental agencies by the Contractor are submitted in a timely manner and are correct in content.
 - 3. Review and approve the Contractor's OSHA compliance testing laboratory.
- D. The Environmental Consultant shall staff the Project with a trained and certified person(s) to act on the Owner's behalf at the job site. This individual(s) shall be designated as the Abatement Project Monitor (APM).
 - 1. The APM shall be on-site at all times the Contractor is on-site until the completion of the asbestos abatement portion of the project. The Contractor shall not be permitted to conduct any Work unless the APM is on-site.
 - 2. The APM shall have the authority to direct the actions of the Contractor verbally and in writing to ensure compliance with the Project documents and all regulations. The APM shall have the authority to Stop Work when gross Work practice deficiencies or unsafe practices are observed, or when ambient fiber concentrations outside the removal area exceed 0.01 f/cc or background level.
 - a. Such Stop Work order shall be effective immediately and remain in effect until corrective measures have been taken and the situation has been corrected.
 - b. Standby time required to resolve the situation shall be at the Contractor's expense.

3. The APM shall provide the following services:
 - a. Inspection of the Contractor's Work, practices, and procedures, including temporary protection requirements, for compliance with all regulations and Project specifications.
 - b. Provide abatement Project air sampling as required by applicable regulations (NYS, AHERA) and the Owner. Sampling will include background, pre-abatement, during abatement and clearance sampling.
 - c. Verify daily that all Workers used in the performance of the Project are certified by the appropriate regulatory agency.
 - d. Monitor the progress of the Contractor's Work, and report any deviations from the schedule to the Owner.
 - e. Monitor, verify, and document all waste load-out operations.
 - f. Verify that the Contractor is performing personal air monitoring daily, and that results are being returned and posted at the site as required.
 - g. The APM shall maintain a log on site that documents all project related and Environmental Consultant and Contractor actions, activities, and occurrences.
 4. The following minimum inspections shall be conducted by the APM. Additional inspections shall be conducted as required by Project conditions.
 - a. Pre-Construction Inspection: The purpose of this inspection is to verify the existing conditions of the Work Areas and to document these conditions.
 - b. Pre-Commencement Inspection: The purpose of this inspection is to verify the integrity of each containment system prior to disturbance of any asbestos containing material. This inspection shall take place only after the Work Area is fully prepped for removal.
 - c. Work Inspections: The purpose of this inspection is to monitor the Work practices and procedures employed on the Project and to monitor the continued integrity of the containment system. Inspections within the regulated abatement work areas shall be conducted by the APM during all preparation, removal, and cleaning activities at least twice every work shift. Additional inspections shall be conducted as warranted.
 - d. Pre-Encapsulation Inspection: The purpose of this inspection is to ensure the complete removal of Asbestos Containing Material (ACM), from all surfaces in the Work Area prior to encapsulation.
 - e. Visual Clearance Inspection: The purpose of this inspection is to verify the Contractor's certification that all materials have been removed from the Work Area and the absence of all visible accumulations of debris in the Work Area. This inspection shall be conducted after encapsulation and removal of all surface plastic in the area, except for critical barriers, but before final air clearance testing.
 - f. Post-Clearance Inspection: The purpose of this inspection is to ensure the complete removal of ACM, including debris, from the Work Area after satisfactory final clearance sampling and removal of all critical barriers and equipment from the Work Area.
 - g. Punch List Inspection: The purpose of this inspection is to verify the Contractor's certification that all Work has been completed as contracted and the existing condition of the area prior to its release to the Owner.
- E. The Environmental Consultant shall provide abatement Project air sampling and analysis as required by applicable regulations (New York State and/or AHERA). Sampling will include background, pre-abatement, during-abatement, and clearance sampling.

1. Unless otherwise required by applicable regulations, the Environmental Consultant shall have samples analyzed by Phase Contrast Microscopy (PCM). Results shall be available within 24 hours of completion of sampling.
2. For large and small Projects, samples shall be collected as required by applicable regulations (New York State and/or AHERA).
3. For tent removals, a minimum of at least one clearance sample shall be collected in each tent. Additional samples shall be collected in accordance with small or large Project requirements if cumulative Project quantities exceed those of a minor Project.
4. If the air sampling during abatement reveals airborne fiber levels at or above 0.01 fibers/cc or the pre-abatement/environmental level (whichever is greater) outside the Work Area, then the Environmental Consultant shall issue an immediate Stop Work order. The Contractor shall then inspect the barriers for leakage and HEPA vacuum and/or wet clean the surface outside the Work Area. The Contractor shall bear the burden of any and all costs incurred by this delay.
5. The Environmental Consultant shall submit copies of all final air clearance results to the NYS Department of Labor at the completion of the Project.

1.9 CONTRACTOR AIR SAMPLING:

- A. In addition to the requirements of OSHA 1926.1101, the Contractor shall be required to perform personal air monitoring every Work shift in each Work Area during which abatement activities occur in order to determine that appropriate respiratory protection is being worn and utilized.
- B. The Contractor shall conduct air sampling that is representative of both the 8-hour time weighted average and 30-minute short-term exposures to indicate compliance with the permissible exposure and excursion limits.
- C. The Contractor's laboratory analysis of air samples shall be conducted by an NYS DOH ELAP approved laboratory, subject to approval of the Environmental Consultant.
- D. Results of personnel air sample analyses shall be available, verbally, within twenty-four (24) hours of sampling and shall be posted upon receipt. Written laboratory reports shall be delivered and posted at the Work site within five (5) days. Failure to comply with these requirements may result in all work being stopped until compliance is achieved.

1.10 PROJECT SUPERVISOR:

- A. The Contractor shall designate a full-time Project Supervisor who shall meet the following qualifications:
 1. The Project Supervisor shall hold New York State certification as an Asbestos Supervisor.
 2. The Project Supervisor shall meet the requirements of a "Competent Person" as defined by OSHA 1926.1101 and shall have a minimum of one year experience as a supervisor.
 3. The Project Supervisor must be able to read and write English fluently, as well as communicate in the primary language of the Workers.
- B. If the Project Supervisor is not on-site at any time whatsoever, all work associated with the asbestos abatement project shall be stopped. The Project Supervisor shall remain on-site until the asbestos abatement portion of the project is complete. The Project Supervisor cannot be removed from the Project without the written consent of the Owner and the Environmental

Consultant. The Project Supervisor shall be removed from the Project if so requested by the Owner.

- C. The Project Supervisor shall maintain the Project Log Book required by New York State Department of Labor and section 2.03 of the specifications and the Waste Disposal Log required by section 4.04 of the specifications.
- D. The Project Supervisor shall be responsible for the performance of the Work and shall represent the Contractor in all respects at the Project site. The Supervisor shall be the primary point of contact for the Asbestos Project Monitor.

1.11 MEDICAL REQUIREMENTS:

- A. Before exposure to airborne asbestos fibers, provide Workers with a comprehensive medical examination as required by 29 CFR 1910.1001 and 29 CFR 1926.1101.
 - 1. This examination is not required if adequate records show the employee has been examined as required by 29 CFR 1910.1001, and 29 CFR 1926.1101 within the past year.
 - 2. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos fibers and within thirty (30) calendar days before or after the termination of employment in such occupations.
- B. As required by 29 CFR 1910.1001, and 29 CFR 1926.1101 maintain complete and accurate records of employees' medical examinations for a period of thirty (30) years after termination of employment and make records of the required medical examinations available for inspection and copying to: The Assistant Secretary of Labor for Occupational Safety and Health, the Director of the National Institute for Occupational Safety and Health (NIOSH), authorized representatives of either of them, and each employee's physician upon the request of the employee or former employee.
- C. The Contractor shall furnish the Owner evidence of its firm's medical surveillance program required under 29 CFR 1910.1001, and 29 CFR 1926.1101.

1.12 TRAINING:

- A. As required by applicable regulations, prior to assignment to asbestos Work instruct each employee with regard to the hazards of asbestos, safety and health precautions, and the use and requirements of protective clothing and equipment.
- B. Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134, and 29 CFR 1926.1101. Provide respirator training and fit testing.

1.13 RESPIRATORY PROTECTION:

- A. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), and the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.

- B. Where fiber levels permit, and in compliance with regulatory requirements, Powered Air Purifying Respirators (PAPR) are the minimum allowable respiratory protection permitted to be utilized during gross removal operations.
- C. Respirators shall be individually fit-tested to personnel under the direction of an Industrial Hygienist on a yearly basis. Fit-tested respirators shall be permanently marked to identify the individual fitted, and use shall be limited to that individual. Fit-test records shall be maintained on site for each employee.
- D. No respirators shall be issued to personnel without such personnel participating in a respirator training program.
- E. A storage area for respirators shall be provided by the Contractor in the clean room side of the personnel decontamination enclosure where they will be kept in a clean environment.
- F. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.1101.
- G. The Contractor shall provide and make available a sufficient quantity of respirator filters so that filter changes can be made as necessary during the work day. Filters will be removed and discarded as ACM waste during the decontamination process. Filters cannot be reused. Filters must be changed if breathing becomes difficult.
- H. Filters used with negative pressure air purifying respirators shall not be used any longer than one eight (8) hour work day.
- I. Any authorized visitor, Worker, or supervisor found in the Work Area not wearing the required respiratory protection shall be removed from the Project site and may not be permitted to return.
- J. The Contractor shall have at least two (2) Powered Air Purifying Respirators stored on site designated for authorized visitors use. Appropriate respirator filters for authorized visitors shall be made available by the Contractor.

1.14 DELIVERY AND STORAGE:

- A. Deliver all materials to the job site in original packages with containers bearing manufacturer's name and label.
- B. Store all materials at the job site in a suitable and designated area.
 - 1. Store materials subject to deterioration or damage away from wet or damp surfaces and under cover.
 - 1. Protect materials from unintended contamination and theft.
 - 2. Storage areas shall be kept clean and organized.
- C. Remove damaged or deteriorated materials from the job site. Materials contaminated with asbestos shall be disposed of as asbestos debris as herein specified.

1.15 TEMPORARY UTILITIES:

- A. Shut down and lock out all electrical power to the asbestos Work Areas.
- B. Provide temporary 120-240 volt, single phase, three wire, 100 amp electric service with Ground Fault Circuit Interrupters (GFCI) for all electric requirements within the asbestos Work Area.
 - 1. All power to the Work Area shall be brought in from outside the area through GFCI's at the source.
 - 2. Where available, obtain from Owner's existing system. Otherwise provide power from other sources (i.e. generator).
 - 3. Provide temporary wiring and "weatherproof" receptacles in sufficient quantity and location to serve all HEPA equipment and tools.
 - 4. Provide wiring and receptacles as required by the Environmental Consultant for air sampling equipment.
- C. Provide temporary lighting with "weatherproof" fixtures for all Work Areas including decontamination chambers.
 - 1. The entire Work Area shall be kept illuminated at all times.
 - 2. Provide lighting as required by the Environmental Consultant for the purposes of performing required inspections.
- D. All temporary devices and wiring used in the Work Area shall be capable of decontamination procedures including HEPA vacuuming and wet-wiping.
- E. Provide temporary water source to meet all applicable project water requirements (i.e. decontamination units, wetting materials, etc.). Utilize domestic water service, if available, from Owner's existing system. Provide hot water heaters with sufficient capacity to meet Project demands.

PART 2 PRODUCTS

2.1 PROTECTIVE CLOTHING:

- A. Provide personnel utilized during the Project with disposable protective whole body clothing, head coverings, gloves and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber for comfort, but shall not be used alone. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape, or provide disposable coverings with elastic wrists or tops.
- B. Provide sufficient quantities of protective clothing to assure a minimum of four (4) complete disposable outfits per day for each individual performing abatement Work.
- C. Eye protection and hard hats shall be provided and made available for all personnel entering any Work Area.
- D. Authorized visitors shall be provided with suitable protective clothing, headgear, eye protection, and footwear whenever they enter the Work Area.

2.2 SIGNS AND LABELS:

- A. Provide warning signs and barrier tapes at all approaches to asbestos Work Areas. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area.

1. Provide danger signs in vertical format conforming to 29 CFR 1926.1101, minimum 20" x 14" displaying the following legend.

DANGER
ASBESTOS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
AUTHORIZED PERSONNEL ONLY

2. Provide 3" wide yellow barrier tape printed with black lettered, "DANGER ASBESTOS REMOVAL". Locate barrier tape across all corridors, entrances and access routes to asbestos Work Area. Install tape 3' to 4' above finish floor elevation.

- B. Provide asbestos danger labels affixed to all asbestos materials, scrap, waste, debris and other products contaminated with asbestos.

1. Provide asbestos danger labels of sufficient size to be clearly legible, displaying the following legend:

DANGER
CONTAINS ASBESTOS FIBERS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
DO NOT BREATHE DUST
AVOID CREATING DUST

2. Provide the following asbestos labels, of sufficient size to be clearly legible, for display on waste containers (bags or drums) which will be used to transport asbestos contaminated material in accordance with United States Department of Transportation 49 CFR Parts 171 and 172:

RQ HAZARDOUS
SUBSTANCE
SOLID, NOS
ORM-E, NA 9188
ASBESTOS

3. Generator identification information shall be affixed to each waste container indicating the following printed in indelible ink:

Generator Name:
Facility Name:
Facility Address:

2.3 PROJECT LOG BOOK:

- A. Provide a permanently bound Project log book. Log book shall contain on title page the Project name, name, address and phone number of Owner; name, address and phone number of Environmental Consultant; name, address and phone number of Abatement Contractor; emergency numbers including, but not limited to local Fire/Rescue department.
- B. All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted.
- C. All persons entering and exiting the Work Area shall sign the log and include name, last 4 digits of social security number, and time.
- D. The Project Supervisor shall document all Work performed daily and note all inspections required by NYS Industrial Code 12 NYCRR Part 56, i.e. testing and inspection of barriers and enclosures.

2.4 SCAFFOLDING AND LADDERS:

- A. Provide all scaffolding and/or staging as necessary to accomplish the Work of this Contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding and ladders shall comply with all applicable OSHA construction industry standards.
- B. Provide scaffolding and ladders as required by the Environmental Consultant for the purposes of performing required inspections.

2.5 SURFACTANT (AMENDED WATER):

- A. Wet all asbestos-containing materials prior to removal with surfactant mixed and applied in accordance with manufacturer's printed instructions.
- B. Approved Manufacturer:
 - 1. International Protective Coatings Corp.: Serpiflex Shield
 - 2. American Coatings Corp.: EPA 55 Asbestos Removal Agent
 - 3. Certified Technologies: CerTane 2075 Penetrating Surfactant
 - 4. Alternate Approved by the Environmental Consultant

2.6 ENCAPSULANT:

- A. Encapsulant shall be tinted or pigmented so that application when dry is readily discernible.
- B. Approved Manufacturer:
 - 1. International Protective Coatings Corp.: Serpiflex Shield
 - 2. American Coatings Corp.: FNE High Temperature Sealant
 - 3. Certified Technologies: CerTane 1000 Post Removal Encapsulant
 - 4. Alternate Approved by the Environmental Consultant

2.7 DISPOSAL BAGS, DRUMS, AND CONTAINERS:

- A. Provide 6 mil polyethylene disposal bags printed with asbestos caution labels. Bags shall also be imprinted with U.S. Department of Transportation required markings.
- B. Provide 30 or 55 gallon capacity fiber or metal drums capable of being sealed air and water tight if asbestos waste has the potential to damage or puncture disposal bags. Affix asbestos caution labels on lids and at one-third points around drum circumference to assure ready identification.
- C. Containers and bags must be labeled with the names of the waste generator and the location at which the waste was generated in accordance with 40 CFR Part 61 NESHAPS.
- D. Labeled ACM waste containers or bags shall not be used for non-ACM waste or trash. Any material placed in labeled containers or bags, whether turned inside out or not shall be handled and disposed of as ACM waste.

2.8 HEPA VACUUM EQUIPMENT:

- A. All dry vacuuming performed under this contract shall be performed with High Efficiency Particulate Absolute (HEPA) filter equipped industrial vacuums conforming to ANSI Z9.2-79.
- B. Provide tools and specialized equipment including scraping nozzles with integral vacuum hoods connected to a HEPA vacuum with flexible hose.
- C. Approved Manufacturers:
 - 1. Hako Minuteman
 - 2. Micro-Trap Inc.
 - 3. Control Resource Systems, Inc.

2.9 POWER TOOLS:

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

2.10 POLYETHYLENE SHEETING:

- A. All polyethylene (plastic) sheeting used on the Project (including but not limited to sheeting used for critical and isolation barriers, fixed objects, walls, floors, ceilings, waste container) shall be at least 6 mil fire retardant sheeting.
- B. Decontamination enclosure systems shall utilize at least 6 mil opaque fire retardant plastic sheeting. At least 2 layers of 6 mil reinforced fire retardant plastic sheeting shall be used for the flooring.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS:

- A. Should the area beyond the Work Area(s) become contaminated with asbestos containing materials or elevated fiber levels, immediately stop Work and institute emergency procedures.

Contaminated non-Work Areas shall be isolated and decontaminated in accordance with procedures established for asbestos removal. All costs incurred in decontaminating such non-Work Areas and the contents thereof shall be borne by the Contractor, at no additional cost to the Owner.

- B. Medical approval, fit test reports, Worker Acknowledgments, and NYS DOL certificates shall be on site prior to admittance of any Contractor's employees to the asbestos Work Area.
- C. Perform all asbestos removal Work using wet removal procedures. Mix and apply surfactant in accordance with manufacturer's written instructions. Dry removal procedures are not permitted.
- D. The following submittals, documentation, and postings shall be maintained on-site during abatement activities at a location approved by the Asbestos Project Monitor:
 - 1. Contractor license issued by New York State Department of Labor.
 - 2. Certification, Worker Training, Medical Surveillance, Acknowledgments:
 - a. New York State Asbestos Handler certification cards for each person employed in the removal, handling, or disturbance of asbestos.
 - b. Evidence that Workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101.
 - c. Documentation that Workers have been fit tested specifically for respirators used on the Project.
 - 3. Daily OSHA personal air monitoring results.
 - 4. NYS Department of Health ELAP certification for the laboratory that will be analyzing the OSHA personnel air samples.
 - 5. NYS Department of Environmental Conservation Waste Transporter Permit.
 - 6. Project documents (specifications and drawings.)
 - 7. Notifications and variances (site specific). Ensure that the most up-to-date notifications and variances are on-site.
 - 8. Applicable regulations.
 - 9. Material Safety Data Sheets of supplies/chemicals used on the Project.
 - 10. Approved Abatement Work Plan.
 - 11. List of emergency telephone numbers.
 - 12. Waste Disposal Log
 - 13. Project Log Book
- E. The Work Area must be vacated by building occupants prior to decontamination enclosure construction and Work Area preparation.
- F. All demolition necessary to access asbestos containing materials for removal must be conducted within negative pressure enclosures by licensed asbestos handlers. Demolition debris may be disposed of as construction and demolition debris provided the Asbestos Project Monitor determines that it is not contaminated with asbestos. If the demolition debris is determined to be contaminated, it must be disposed of as asbestos waste.

3.2 PERSONAL DECONTAMINATION ENCLOSURE:

- A. Provide a personal decontamination enclosure consistent with ICR 56. The decontamination enclosure shall not be located within a work area. If the decontamination chamber is accessible to the public it shall be fully framed and sheathed to prevent unauthorized entry.

- B. Access to the Work Area will be from the clean room through an air-lock to the shower, through an air lock to the equipment room, through an air lock to the Work Area. Each airlock shall be a minimum of three feet from door to door.
- C. The decontamination enclosure ceiling and walls shall be covered with two layers of opaque 6 mil polyethylene sheeting. Two layers of 6 mil reinforced polyethylene sheeting shall be used to cover the floor.
- D. Establish a triple layer of six mil polyethylene at the decontamination chamber doorways, weighted to insure a tight seal of the enclosure. Prior to establishing doorway seals move all required tools, scaffolding, and equipment into the Work Area.
- E. The entrance to the clean room shall have a lockable door. Provide suitable lockers for storage of Worker's street clothes. Storage for respirators along with replacement filters and disposable towels shall also be provided.
- F. Provide a temporary shower with individual hot and cold water supplies and faucets. Provide a sufficient supply of soap and shampoo. There shall be one shower head for every six Workers. The shower room shall be constructed in such a way so that travel through the shower chamber shall be through the shower. The shower shall not be able to be bypassed.
- G. Shower water shall be drained, collected and filtered through a system with at least a 5.0 micron particle size collection capability containing a series of several filters with progressively smaller pore sizes to avoid rapid clogging of the system. The filtered waste water shall then be discharged in accordance with applicable codes and the contaminated filters disposed of as asbestos waste.
- H. The equipment room shall be used for the storage of tools and equipment. A walk-off pan filled with water shall be located in the Work Area outside the equipment room for Workers to clean foot coverings when leaving the Work Area. A labeled 6 mil plastic ACM waste bag for collection of contaminated clothing shall be located in this room.
- I. The personal decontamination enclosure shall be cleaned and disinfected minimally at the end of each Work shift and as otherwise directed by the Asbestos Project Monitor.

3.3 WASTE DECONTAMINATION ENCLOSURE:

- A. Provide a waste decontamination enclosure consistent with ICR 56. The decontamination enclosure shall not be located within a work area. If the decontamination chamber is accessible to the public, it shall be fully framed and sheathed to prevent unauthorized entry.
- B. The waste decontamination enclosure system shall consist of a washroom/cleanup room with an airlock to the Work Area and another airlock doorway to the holding area. Each airlock shall be a minimum of three feet from door to door. The entrance to the holding area shall have a lockable door.

- C. The decontamination enclosure ceiling and walls shall be covered with two layers of opaque 6 mil polyethylene sheeting. Two layers of 6 mil reinforced polyethylene sheeting shall be used to cover the floor.
- D. Establish a triple layer of six mil polyethylene at the decontamination chamber doorways, weighted to insure a tight seal of the enclosure. Prior to establishing doorway seals move all required tools, scaffolding, and equipment into the Work Area.
- E. Where there is only one egress from the Work Area, the holding area of the waste decontamination enclosure system may branch off from the personnel decontamination enclosure equipment room, which then serves as the waste wash room.
- F. The waste wash room water shall be drained, collected, and filtered through a system with at least a 5.0 micron particle size collection capability containing a series of several filters with progressively smaller pore sizes to avoid rapid clogging of the system. The filtered waste water shall then be discharged in accordance with applicable codes and the contaminated filters disposed of as asbestos waste.
- G. In small asbestos Projects where only one egress from the Work Area exists, the shower room may be used as a waste washroom. In this instance, the clean room shall not be used for waste storage, but shall be used for waste transfer to carts, which shall immediately be removed from this enclosure.

3.4 WORK AREA ENTRY AND EXIT PROCEDURES:

- A. Access to and from the asbestos Work Area is permitted only through the personnel decontamination enclosure unless otherwise stipulated in a site specific variance.
- B. Workers shall sign the entry/exit log upon every entry and exit.
- C. The following procedures shall be followed when entering the Work Area:
 - 1. Before entering the Work Area, Workers shall proceed to the clean room, remove all street clothes, and don protective clothing, equipment, and respirators.
 - 2. Workers shall proceed from the clean room through the shower room and the equipment room and into the Work Area.
- D. The following procedures shall be followed when exiting the Work Area:
 - 1. Before leaving the Work Area, gross asbestos contamination will be removed by brushing, wet cleaning and/or HEPA vacuuming.
 - 2. In the equipment room, Workers shall remove disposable clothing, but not respirators, and shall place clothing in plastic disposal bags for disposal as contaminated debris prior to entering the shower room.
 - 3. Workers shall shower thoroughly while wearing respirators then wash respirator with soap and water prior to removal.
 - 4. Upon exiting the shower, Workers shall don new disposable clothing if the Work shift is to continue or street clothes to exit area. Under no circumstances shall Workers enter public non-Work Areas in disposable protective clothing.

3.5 WORK AREA PREPARATION:

- A. Asbestos danger signs shall be posted at all approaches to the asbestos Work Area. Post all emergency exits as "emergency exit only" on the Work Area side, post with asbestos caution signs on the non-Work Area side. Provide all non-Work Area stairs and corridors accessible to the asbestos Work Area with warning tapes at the base of stairs and beginning of corridors. Warning tapes shall be in addition to caution signs.
- B. Shut down and lock out the building heating, ventilating, and air conditioning and electrical systems. Provide temporary electric power and lighting as specified herein.
- C. All surfaces and objects within the Work Area shall be pre-cleaned using HEPA vacuuming and/or wet-wiping methods. Dry sweeping and any other methods that raise dust shall be prohibited. ACM shall not be disturbed during pre-cleaning.
- D. Movable objects within the Work Area shall be HEPA vacuumed and/or wet-wiped and removed from the Work Area.
- E. All non-movable equipment in the Work Area shall be completely covered with 2 layers of polyethylene sheeting, at least 6 mil in thickness, and secured in place with duct tape and/or spray adhesive.
- F. Provide enclosure of the asbestos Work Area necessary to isolate it from unsealed areas of the building in accordance with the approved asbestos Work plan and as specified herein.
- G. Seal off all openings including but not limited to windows, diffusers, grills, electrical outlets and boxes, doors, floor drains, and any other penetrations of the Work Area enclosure, using 2 layers of at least 6 mil polyethylene sheeting to form a critical barrier or as described in the site specific variance.
- H. Provide temporary framing and sheathing at openings larger than 32 square feet forming the limits of the asbestos Work Area. Sheathing thickness must be a minimum of 3/8 inch and all sheathing shall be caulked and the Work Area side sealed with two layers of 6 mil polyethylene sheeting to form an isolation barrier, or as described in the site specific variance.
- I. Isolation barriers shall be installed at all elevator openings in the Work Area. Elevator controls shall be modified so that elevators bypass the Work Area.
- J. Provide two layers of 6 mil polyethylene sheeting over all floor, wall, and ceiling surfaces. Isolation barriers shall also be covered with two layers (for a total of four layers) or perform as modified by the site specific variance. Sheeting shall be secured with spray adhesive and then sealed with duct tape. All joints in polyethylene sheeting shall overlap 12" minimum.
- K. Unless otherwise specified for removal, the Contractor shall either protect all fiberglass insulation on piping, ductwork, tanks, etc. in the Work Area using two layers of six mil polyethylene or remove the insulation as asbestos containing waste.
- L. Frame out emergency exits. Provide double layer 6 mil polyethylene sheeting and tape seal opening. Post as emergency exits only. Within the Work Area, mark the locations and directions of emergency exits throughout the Work Area using exit signs and/or duct tape.

- M. Remove all items attached to or in contact with ACM only after the Work Area enclosure is in place. HEPA vacuum and wet wipe with amended water all removed items prior to their removal from the Work Area and before the start of asbestos removal operations.
- N. Suspended ceiling tiles shall only be removed after Work Area preparation is complete, or as specified in the site specific variance. Non-contaminated ceiling tiles shall be HEPA vacuumed and removed from the Work Area before asbestos removals begin. Contaminated ceiling tiles shall be disposed of as asbestos waste.

3.6 NEGATIVE AIR PRESSURE FILTRATION SYSTEM:

- A. Provide a portable asbestos filtration system that develops a minimum pressure differential of negative 0.02 in. of water column within all full enclosure areas relative to adjacent unsealed areas and that provides a minimum of 4 air changes per hour in the Work Area during abatement.
- B. Such filtration systems must be operated 24 hours per day during the entire Project until the final cleanup is completed and satisfactory results of the final air samples are received from the laboratory.
- C. The system shall include a series of pre-filters and filters to provide High Efficiency Particulate Air (HEPA) filtration of particles down to 0.3 microns at 100% efficiency and below 0.3 microns at 99.9% efficiency. Provide sufficient replacement filters to replace pre-filters every 2 hours, secondary pre-filters every 24 hours, and primary HEPA filters every 600 hours of operation.
- D. A minimum of one additional filtration unit of at least the same capacity as the primary unit(s) shall be installed and fully functional to be used during primary unit (s) filter changing and in case of primary failure. There shall be at least one back-up unit for every five primary units.
- E. At no time will the unit exhaust indoors, within 50 feet of a receptor, including but not limited to windows and doors, or adversely affect the air intake of the building.
- F. Upon electric power failure or shut-down of any filtration unit, all abatement activities shall stop immediately and only resume after power is restored and all filtration units are fully operating. For shut-downs longer than one hour, all openings into the Work Area, including the decontamination enclosures, shall be sealed.
- G. During final air clearance sampling, negative air filtration shall be reduced to half the required air changes per hour.
- H. The Contractor shall provide either a manometer or a photohelic style negative air pressure gauge with chart recorder to measure and record negative pressure differential across the Work Area barriers without interruption 24 hours per day as directed by the Environmental Consultant.
- I. The contractor shall observe all applicable preparation phase, removal and cleaning phase, and settling/ drying waiting periods as described in ICR 56.

3.7 REMOVAL OF ASBESTOS CONTAINING MATERIALS:

- A. Asbestos-containing materials shall be removed in accordance with the Contract Documents and the approved Asbestos Work Plan.
 - B. Sufficiently wet asbestos materials with a low pressure, airless fine spray of surfactant to ensure full penetration prior to material removal. Re-wet material that does not display evidence of saturation.
 - C. One Worker shall continuously apply amended water while ACM is being removed.
 - D. Perform cutting, drilling, abrading, or any penetration or disturbance of asbestos containing material in a manner to minimize the dispersal of asbestos fibers into the air. Use equipment and methods specifically designed to limit generation of airborne asbestos particles. All power operated tools used shall be provided with HEPA equipped filtered local exhaust ventilation.
 - E. Upon removal of ACM from the substrate, the newly exposed surfaces shall be HEPA vacuumed and/or wet cleaned. Surfaces must be thoroughly cleaned using necessary methods and any required solvents to completely remove any adhesive, mastic, etc, unless stated otherwise in the site specific variance.
 - F. All removed material shall be placed into 6 mil plastic disposal bags or other suitable container upon detachment from the substrate or whenever there is enough accumulation to fill a single bag or container. Maintain the surfaces of the Work Area free of accumulation of asbestos debris.
 - G. Dust-tight enclosed inclined chutes shall be used for materials lowered from distances greater than 10 ft.
 - H. Large components shall be wrapped in two layers of 6 mil polyethylene sheeting. Sharp components likely to tear disposal bags shall be placed in fiber drums or boxes and then wrapped with sheeting.
 - I. Power or pressure washers are not permitted for asbestos removal or clean-up procedures.
 - J. All open ends of pipe and duct insulation not scheduled for removal shall be encapsulated using lag cloth.
 - K. All construction and demolition debris determined by the Asbestos Project Monitor to be contaminated with asbestos shall be handled and disposed of as asbestos waste.
 - L. The use of metal shovels, metal dust pans, etc. are not permitted inside the work area.
- 3.8 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION AND REMOVAL PROCEDURES:
- A. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the Work Area before moving such items into the waste decontamination enclosure system airlock by persons assigned to this duty. The Work Area persons shall not enter the airlock.

- B. The containers and equipment shall be removed from the airlock by persons stationed in the washroom during waste removal operations. The external surfaces of containers and equipment shall be cleaned a second time by wet cleaning.
- C. The cleaned containers of asbestos material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated plastic bags or sheeting, as the item's physical characteristics demand, and sealed airtight.
- D. The clean recontainerized items shall be moved into the airlock that leads to the holding area. Workers in the washroom shall not enter this airlock or the Work Area until waste removal is finished for that period.
- E. Containers and equipment shall be moved from the airlock and into the holding area by persons dressed in clean personal protective equipment, who have entered from uncontaminated areas.
- F. The cleaned containers of asbestos material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
- G. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
- H. Where the waste removal enclosure is part of the personnel decontamination enclosure, waste removal shall not occur during shift changes or when the enclosure is otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.

3.9 APPLICATION OF ENCAPSULANT:

- A. After first cleaning, prior to first sheeting removal, and after Work Area has been rendered free of visible residues, a thin coat of encapsulant shall be applied to any surfaces in the Work Area which were not the subject of removal.
- B. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results.
- C. Encapsulants shall be pigmented or tinted to provide an indication for completeness of coverage. The Asbestos Project Monitor shall determine adequacy of coverage.

3.10 WORK AREA DECONTAMINATION:

- A. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed unless modified by a site specific variance.
- B. First Cleaning:
 - 1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.

2. All surfaces in the Work Area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and may either be decontaminated prior to removal from the Work Area or disposed of as asbestos waste.
 3. The Asbestos Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.
 4. The Contractor shall then apply a thin coat of encapsulant to all surfaces in the Work Area that were not the subject of removal. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results.
 5. After the encapsulant has dried, the first layer of polyethylene sheeting shall then be removed and bagged, and the Work Area shall be vacated for a minimum of 12 hours.
- C. Second Cleaning
1. All surfaces in the Work Area shall be HEPA vacuumed and/or wet cleaned.
 2. The Asbestos Project Monitor shall conduct a second visual inspection of the Work Area for cleanliness.
 3. The second layer of polyethylene sheeting shall be removed and bagged and the Work Area shall be vacated for a minimum of 12 hours.
- D. Third Cleaning
1. All surfaces in the Work Area shall be HEPA vacuumed and/or wet cleaned.
 2. The Asbestos Project Monitor shall conduct a third visual inspection of the Work Area for cleanliness.
 3. The Work Area shall be vacated for a minimum of 12 hours regardless of the cleaning method (HEPA vacuuming or wet cleaning) utilized.
 4. Aggressive final clearance air sampling shall then be conducted by the Environmental Consultant.
 5. Upon receipt of satisfactory final clearance air sampling results, the negative air pressure equipment can then be shut down and decontamination areas and isolation and critical barriers removed.
- E. After isolation and critical barriers are removed, the Asbestos Project Monitor shall inspect the Work Area for cleanliness. If necessary, additional cleaning shall be performed by the Contractor as directed by the Asbestos Project Monitor.
- F. As a result of any visual inspection by the Asbestos Project Monitor or should air sampling results indicate high fiber levels, the Contractor will clean or reclean the affected areas at no additional expense to the Owner.

3.11 TENT ENCLOSURES:

- A. Tent enclosures may only be used in areas specifically permitted by NYS Department of Labor Code 12 NYCRR Part 56 or a Project specific variance issued by the NYS Department of Labor.
- B. The Contractor shall restrict access to the immediate area where tent removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- C. Remote personnel and waste decontamination enclosures shall be constructed. Configuration shall be as required by Project size.

- D. The Work Area shall be precleaned. All objects and equipment that will remain in the restricted area during abatement shall be sealed with two layers of six mil polyethylene and tape.
- E. The tent shall be a single use barrier constructed with a rigid frame and at least two layers of six mil polyethylene unless one layer of six mil polyethylene is otherwise permitted by a site specific variance. All seams shall be sealed airtight using duct tape and/or spray adhesive.
- F. The tent shall be constructed with at least one airlock for worker/waste egress.
- G. During removals, a HEPA vacuum or small capacity negative pressure filtration unit shall be used to provide a negative air pressure inside the tent.
- H. Workers shall wear two disposable suits for all phases of Work. Workers exiting the tent shall HEPA vacuum the outer suit, enter the airlock, remove the outer suit and then place it back into the Work Area. A clean second suit shall be donned before exiting the airlock and proceeding to the decontamination enclosure or another work area.
- I. OSHA compliance air monitoring is required per section 1.09.
- J. ACM removal shall follow procedures defined in section 3.07.
- K. Waste material shall be placed in properly labeled 6 mil plastic bags or other appropriate containers. The outside of the bags or containers shall be wet wiped and/or HEPA vacuumed before being passed into the airlock for double- bagging. The bags or containers shall then be transported to the decontamination enclosure and then bagged for a third time and transported to the waste storage container. All transportation of waste bags and containers outside the Work Area shall be in watertight carts.
- L. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed.
 - 1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.
 - 2. All surfaces in the Work Area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and shall be decontaminated prior to removal from the Work Area.
 - 3. The Asbestos Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.
 - 4. The Contractor shall then apply a thin coat of encapsulant to all surfaces in the Work Area that were not the subject of removal. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results.
 - 5. After the encapsulant has dried, aggressive final clearance air sampling shall then be conducted by the Environmental Consultant.
 - 6. Upon receipt of satisfactory final clearance air sampling results, the tent shall be collapsed into itself, placed in suitable disposal bags, and transported to the waste decontamination enclosure. Isolation and critical barriers shall then be removed.

3.12 GLOVEBAG REMOVAL:

- A. Glovebag removals may only be used as specifically permitted by NYS Department of Labor Code 12 NYCRR Part 56, or a Project specific variance issued by the NYS Department of Labor. Glovebags may only be used on piping.
- B. In addition to conformance with applicable regulations and variances, glovebag removals are only permitted to be conducted within tent enclosures complying with these specifications. Removal and disposals must also be conducted in conformance with all Project variance conditions.
- C. The Contractor shall restrict access to the immediate area where tent/glovebag removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- D. Remote personnel and waste decontamination enclosures shall be constructed. Configuration shall be as required by Project size.
- E. The Work Area shall be precleaned. All objects and equipment which will remain in the restricted area during abatement shall be sealed with two layers of six mil polyethylene and tape.
- F. Glovebag removals shall utilize commercially available glovebags of at least six mil thickness. Use shall be in accordance with the manufacturer's instructions and the following minimum requirements:
 - 1. The sides of the glovebag shall be cut to fit the size pipe being removed. Tools shall be inserted into the attached tool pocket.
 - 2. The glovebag shall be placed around the pipe and the open edges shall be folded and sealed with staples and duct tape. The glovebag shall also be sealed at the pipe to form a tight seal.
 - 3. Openings shall be made in the glovebag for the wetting tube and HEPA vacuum hose. The opening shall be sealed to form a tight seal.
 - 4. All glovebags shall be smoke tested by the Asbestos Project Monitor before removal operations commence. Glovebags that do not pass the smoke test shall be resealed and then retested.
 - 5. After first wetting the materials to be removed, removal may commence. ACM shall be continuously wetted. After removal of the ACM, the piping shall be scrubbed or brushed so that no visible ACM remains. Open ends of pipe insulation shall be encapsulated.
 - 6. After the piping is cleaned, the inside of the glovebag shall be washed down and the wetting tube removed. Using the HEPA vacuum, the glovebag shall be collapsed and then twisted and sealed with tape with the ACM at the bottom of the bag.
 - 7. A disposal bag shall be placed around the glovebag that is then detached from the pipe. The disposal bag is then sealed and transported to the decontamination enclosure.
- G. After glovebag removals are complete, tent decontamination procedures shall be followed.

3.13 ROOF REMOVALS:

- A. Except as modified by this section, removal of roof flashings and built-up roofing shall conform to all provisions of this specification.

- B. Unless Project specific variances have been otherwise obtained, roofing removals shall be conducted in accordance with the provisions of New York State Department of Labor (NYS DOL) 12 NYCRR Part 56.
- C. The work area shall be the roof area from which ACM materials are being removed and shall extend 25 feet from the perimeter of the removal area, or as otherwise stated in the site specific variance.
- D. Non-certified Workers are not allowed in the Work Area until the Work Area is cleared by the Asbestos Project Monitor.
- E. Remote personnel and waste decontamination enclosures shall be constructed at a location in accordance with the approved Work Plan. Unless located outside the Work Area, decontamination enclosures are not permitted to be constructed on the roof. Decontamination enclosures shall be stationary and located in accordance with NYSDOL 12 NYCRR Part 56 requirements.
- F. All openings (including but not limited to windows, doors, hatches, vents, ducts, and grilles) on the roof level and the floor below shall be sealed with two layers of six mil polyethylene. Alternately, a polyethylene drape may be used instead of sealing windows individually.
- G. The removal of the ACM may require the use of scrapers, solvents, mastic removal chemicals, or other methods/procedures to ensure complete removal.
- H. The Contractor is required to provide temporary protection of the roof at the end of each Work shift so as to maintain the roof in a watertight condition.
- I. Dumpsters used for waste storage shall be lined with two layers of six mil polyethylene and shall have a hard top. Where open-top dumpsters are permitted, the top shall be closed with polyethylene flaps that are sealed at the end of each work shift.
- J. Personal protective equipment, including respirators, shall be utilized and worn during all removal operations until the Work Area is cleared by the Asbestos Project Monitor.
- K. The Owner may, at his discretion, choose to conduct air sampling. If air samples collected during abatement indicate any airborne asbestos fiber concentration(s) at or above 0.01 f/cc, Work shall be stopped immediately and Work methods shall be altered to reduce the airborne asbestos fiber concentration(s).

PART 4 DISPOSAL OF ASBESTOS WASTE

4.1 APPLICABLE REGULATIONS:

- A. All asbestos waste shall be stored, transported and disposed of in accordance with the following regulations as a minimum:
 - 1. 12 NYCRR Part 56-10
 - 2. US EPA NESHAPS 40 CFR 61

3. US EPA Asbestos Waste Management Guidance EPA/530-SW85

4.2 TRANSPORTATION AND DISPOSAL SITE:

- A. The Contractor's Hauler and Disposal Site shall be approved by the Owner.
- B. The Contractor shall give twenty-four (24) hour notification prior to removing any waste from the site. Waste shall be removed from the site only during normal working hours unless otherwise specified. No waste may be taken from the site unless the Contractor and Environmental Consultant are present and the Environmental Consultant authorizes the release of the waste as described herein.
- C. The Contractor shall have the Hauler provide the estimated date and time of arrival at the Disposal Site.
- D. Upon arrival at the Project Site, the Hauler must possess and present to the Environmental Consultant a valid New York State Department of Environmental Conservation Part 364 Asbestos Hauler's Permit. The Environmental Consultant may verify the authenticity of the hauler's permit with the proper authority.
- E. The Hauler, with the Contractor and the Environmental Consultant, shall inspect all material in the transport container prior to taking possession and signing the Asbestos Waste Manifests.
- F. Unless specifically approved by the Owner, the Contractor shall not permit any off-site transfers of the waste or allow the waste to be transported or combined with any other off-site asbestos material. The Hauler must travel directly to the disposal site as identified on the notifications with no unauthorized stops.

4.3 WASTE STORAGE CONTAINERS:

- A. All asbestos containing waste shall be containerized, transported and disposed of in accordance with NYSDOL, USEPA and NYSDEC requirements.
- B. All waste containers used to transport RACM shall be fully enclosed and lockable (i.e. enclosed dumpster, trailer, etc.).
- C. The Environmental Consultant shall verify that any vehicle transporting asbestos waste is listed on the New York State Department of Environmental Conservation Part 364 permit. Any vehicle not listed on the permit shall not be permitted to transport asbestos waste.
- D. The container shall be plasticized and sealed with a minimum of one (1) layer of 6 mil polyethylene on the sides and two (2) layers of 6 mil polyethylene on the floor. Once on site, it shall be kept locked at all times, except during load out. The waste container shall not be used for storage of equipment or contractor supplies.
- E. While on-site, the container shall be labeled with EPA Danger signage:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST

CANCER AND LUNG DISEASE HAZARD

- F. The New York State Department of Environmental Conservation Asbestos Hauler's Permit number shall be stenciled on both sides and back of the container.
- G. The container is not permitted to be loaded unless it is properly plasticized, has the appropriate danger signage affixed, and has the permit number appropriately stenciled on the container.
- H. The Owner may initiate random checks at the Disposal Site to insure that the procedures outlined herein are complied with.

4.4 ASBESTOS WASTE SHIPMENT RECORDS:

- A. Asbestos Waste Shipment Records shall be completed by the Contractor and verified by the Owner's Representative that all the information and amounts are accurate and the proper signatures are in place.
- B. The Waste Shipment Records shall have the appropriate signatures of the Owner's Representative, the Contractor, and the Hauler representatives prior to any waste being removed from the site.
- C. Copies of the completed Waste Shipment Records shall be retained by the Owner's Representative and the Contractor and shall remain on site for inspection.
- D. Upon arrival at the Disposal Site, the Waste Shipment Record shall be signed by the Disposal Facility operator to certify receipt of ACM covered by the manifest.
- E. The Disposal Facility operator shall return the original Waste Shipment Record to the Owner.
- F. The Contractor shall forward copies of each Waste Shipment Record to the Owner's Representative within 14 days of the waste container being removed from the site. Failure to do so may result in payment being withheld from the Contractor.
- G. The Contractor shall create and utilize a Waste Disposal Log to track the disposal of all project generated waste. This log shall be maintained by the Project Supervisor and shall be kept on site at all times.
- H. Originals of all Waste Shipment Records and disposal logs shall be submitted by the Contractor to the Owner's Representative with the final close-out documentation and upon request.

END OF SECTION 028213

SECTION 028300 - LEAD MANAGEMENT

PART 1 - GENERAL

1.1 SCOPE:

- A. Lead based paint (LBP) is assumed to exist throughout the facility. Perform all work necessary to carry out the proper management of all generated wastes in accordance with all applicable laws, codes, rules and regulations and in accordance with the requirements set forth in this Section. Provide all appropriate controls and protection for worker exposure to lead based paint in accordance with OSHA requirements.

1.2 REGULATORY REQUIREMENTS:

- A. Applicable guidelines and standards include, but are not limited to, the following:
 - 1. New York State Department of Environmental Conservation
 - 6 NYCRR Subparts 371-376
 - 2. Code of Federal Regulations (CFR) Publications:
 - 29 CFR,, Part 1926.62;
 - 40 CFR 61, Subpart A General Provisions (Hazardous Air Pollutants Listing)
 - 40 CFR 61.152 Standard for Waste Manufacturing, Demolition, Renovation, Spraying and Fabricating Operations
 - 40 CFR 241 Guidelines for the Land Disposal of Solid Wastes
 - 40 CFR 257 Criteria for Classification of Solid Waste
 - 40 CFR 261 Identification and Listing of Hazardous Wastes
 - 40 CFR 262 Standards Applicable to Generators of Hazardous Waste
 - 3. American National Standards Institute (ANSI) Publications:
 - Z88.2-80 Practices for Respiratory Protection; Z87.1 Eye Protection
 - 4. Steel Structure Painting Council (SSPC)
 - SSPC Guide 6 (CON): Guide for Containing Debris Generated During Paint Removal Operations

1.3 WORKER PROTECTION:

- A. General

1. Any surface coating and/or underlying substrate containing lead in any concentration that shall be disturbed shall be treated as a potential lead hazard to workers in accordance with 29 CFR 1926.62. This standard applies to all construction work in which lead in any concentration is present.
2. The Contractor shall be responsible for maintaining a program in accordance with 29 CFR 1926.62 at minimum and shall be responsible for protecting and training his employees on worker safety, health hazards, etc. relating to lead. The following sections must be addressed by the Contractor in a lead health and safety program. This program shall be incorporated into the Contractor's written Health and Safety plan. These sections are not intended to constitute an exhaustive summary of all relevant obligations. The Contractor should consult the following publications and/or competent environmental counsel.

OSHA - 3079 Respiratory Protection

OSHA - 3142 Lead in Construction

B. Exposure Assessment/Personal Air Monitoring

1. Exposure assessment is the primary means of determining to what airborne level of lead workers are being exposed. The Contractor shall insure that workers are not exposed to lead at concentrations greater than the Permissible Exposure Limit (PEL) of 50 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) over an eight-hour time weighted average (TWA). The Contractor must initially determine if any employee is exposed to lead at or above the PEL. Until the findings of this initial exposure assessment indicate that the airborne concentrations do not exceed the PEL, the Contractor must provide respirator protection that shall adequately prevent worker exposure to airborne lead above the PEL. At a minimum, respirators must have a protection factor of at least ten. The Contractor must make this initial exposure assessment by personal air sampling representative of a full shift, including at least one sample for each job classification in each work area, either for each shift or for the shift with the highest exposure level.
2. If available, use exposure assessment data obtained within the last 12 months from previous jobs conducted under similar work conditions, control methods, work practices, and environmental conditions to be used in this contract or other objective data to demonstrate that work activities in this contract shall not exceed the PEL, provided that the assessment entailed comparable lead concentrations in coating materials, work practices, engineering controls, and rates of work.
3. Until the exposure assessment is performed, the Contractor must provide to his workers the following: respiratory protection with a protection factor of at least ten, personal protective clothing, lead-free change areas, hand washing facilities, biological monitoring and training

C. Medical Surveillance

Provide medical surveillance to workers until exposure monitoring reveals that workers are not exposed on any day of the job to airborne lead at or above the Action Level of 30 ug/m³. This consist of a blood test measuring the level of lead and zinc protoporphyrin by a licensed physician. Further testing and medical exams may be necessary depending on the results of initial blood tests and/or the initial exposure assessment as stated in CFR 1926.62.

D. Training

Before workers start a job in a lead environment, they must receive training. This training must include a description of the OSHA lead standard, the sources of lead exposure, the uses and limitations of respirators, the purpose of getting a blood lead test, the purpose of the initial exposure assessment, their rights to the results of the blood tests and air monitoring and the methods of controlling the level of lead exposure to a minimum.

E. Written Program

Have a written lead health and safety program which is to be submitted to Owner's Representative and imposed on all of his employees involved in operations that disturb or remove lead paint or lead dust or dirt for this contract. The program, at a minimum, shall address respirator protection that is in full compliance with all aspects of 29 CFR 1910.134, exposure assessment, signs to be posted in work areas, protective clothing, engineering and administrative controls, hygiene facilities and practices, decontamination, housekeeping, medical surveillance, training and other items to satisfy OSHA standards as required.

F. Respirator Protection

1. Have a respirator protection program in accordance with 29 CFR 1910.134. If respirators are necessary, the Contractor shall have his employees medically approved to wear respirators, establish and submit a written respirator program, select the proper respirator for the level of exposure to be encountered on the job, and have workers fit-tested to insure proper fit.
2. The minimum respiratory protection requirements for lead paint removal operations and lead-paint clean-up operations and for the disturbance of any other lead containing material for this contract shall be as per 29 CFR 1926.62 which includes job categories and functions where workers may be exposed to lead, including but not limited to, manual scraping, sanding, abrasive blasting, painting, clean-up operations and containment breakdown.
3. All workers are required to don an appropriate level of protection commensurate with the airborne concentrations of lead in which they are working. The level of protection shall be determined by the Contractor, based on objective air monitoring data.

G. Controlling Lead Exposure

Engineering and work practice controls are the primary means of maintaining exposures to lead below the PEL. Paint removal and surface preparation activities must keep dust level at a minimum. Torch cutting of surfaces with LBP shall require appropriate PPE and exposure controls. Power tools must be equipped

with vacuum shrouds with high efficiency particulate air filters (HEPA). Eating and drinking must be prohibited in the work area. Hand washing facilities must be provided. All personal protective clothing shall be removed at the end of the day.

1.4 LEAD MANAGEMENT:

A. General

1. Ensure that work plans and work methods utilized for lead paint management conform to all applicable laws, codes, rules and regulations, including, without limitation, the federal statutes governing lead Exposure Reduction, 15 U.S.C.A. Section 2681 et. seq., and OSHA regulation 29 CFR, Part 1926.62.

B. Work Plans

1. The Contractor shall be required to prepare task specific Work Plans, as a component of the Contractor's Project Work Plan, prior to starting Work detailing how he shall accomplish each task of work related to the disturbance of any lead containing paint surface or material. In each case the Contractor shall prepare the work plan with the needs, logistics and constraints of the individual job in mind, taking into account such factors as paint removal method, worker safety, proximity to the public, and protection of the environment including containment and air monitoring requirements. Torch cutting of LBP surfaces should be avoided and shall require exposure control measures including exposure monitoring and respiratory protection.
2. The Work Plans shall also include methods of minimizing and containing the generation of all dust, including dust generated while cleaning up construction and demolition debris. These methods may include such techniques as wet mopping and/or wiping, HEPA vacuuming or the use of a negative pressure ventilation system where lead dust is generated. Once the Work has been complete and debris has been properly removed from the Site, all surfaces shall be free and clear of visible dust. All work areas shall be cleaned on a daily basis at the end of each shift.
3. At no time shall the Contractor be permitted to perform any Work which may impact upon lead containing material until the Work Plan has been approved.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 PROTECTION OF ADJACENT AREAS AND THE ENVIRONMENT:

A. General

1. Areas of deteriorated paint requiring abatement (removal) are present throughout the Station. In the event lead containing material is to be disturbed during any work, take all necessary actions to ensure that all dust and debris is contained within the work area and that activities in no way results in the contamination with lead dust of any adjacent areas, building, or the environment.

B. Containment

1. In the event a containment structure is required, ensure that such containment prevents lead containing materials (LCM) from contaminating adjacent areas, building, or the environment in any fashion. This shall include any water runoff from wet removal methods. Where a containment structure is not required, the Contractor shall specify paint removal tools and methodologies which are fitted with HEPA filter vacuum shroud attachments or are otherwise designed to eliminate the possible release of LCM emissions into the air (i.e., chemical strippers).

C. Contamination

1. If it is determined by visual identification that adjacent areas, buildings, or the environment have been contaminated as a result of the Contractor's work, the Contractor agrees to clean the affected premises at no charge and be responsible for all costs incurred by this clean-up activity.

3.2 DISPOSAL REQUIREMENTS:

A. General

1. Waste shall be disposed in accordance with Section 028100.
2. The Contractor shall perform sampling and analysis using Toxicity Characteristic Leaching Procedure (TCLP) required to assure the proper and legal handling of the waste. Wastes to be characterized include all materials coated with LBP including, but not limited to, concrete, brick, metal, and wood. All removed LBP material/residue shall also be characterized for proper disposal. If any chemical analysis or sampling is performed by or on behalf of the Contractor, its Transporter, or its Treatment Storage and Disposal Facility (TSD), a copy of such analysis must be provided to the Owner's Representative at no additional cost. (Note: Painted metal may be designated as recyclable and disposed of at a scrap metal facility for reuse or resale.)
3. Ensure that the waste disposal Subcontractor warrants and represent possession of all permits and/or licenses required under the Resource Conservation's and Recovery Act (RCRA) as well as any state or local permits or licenses required for removal, repacking, transportation and disposal of hazardous waste.
4. All hazardous waste materials removed hereunder must be lawfully treated and disposed by the waste disposal Subcontractor at an Environmental Protection Agency (USEPA) permitted Treatment Storage and Disposal Facility.

5. All wastes, drums, and other items removed hereunder must be lawfully treated and disposed of by the Contractor's waste disposal Subcontractor within thirty (30) days after the removal from the Site. Ensure that the waste disposal Subcontractor provides completed shipping documents for all hazardous wastes removed, which contain the information required under 40 CFR Part 262 Subpart B (hereinafter the "Manifest Form") and 6 NYCRR Part 372 as well as all Certificates of Disposal which specify where each component of all wastes removed from the property is ultimately treated or disposed. Such Certificates shall include references to the Manifest Form for the shipment as well as address and USEPA identification numbers for the generator facility.
6. The Contractor is responsible for performing all sampling and analysis requirements specified by the receiving disposal facilities. The Owner has the right to reject any proposed facility, in which case, the Contractor shall not use that facility.
7. Should any problems arise regarding the TSD facility chosen to accept the waste for treatment and disposal that would require the return of waste or should such TSD facility have violated any environmental regulation which would result in regulatory enforcement action, ensure that the waste disposal Subcontractor immediately notifies the Contractor and Owner's Representative in writing of such situation, identifies an alternative TSD and obtains written approval from the Owner's Representative for disposal at such TSD.
8. Insure that the waste disposal Subcontractor provides completed shipping documents, hereinafter referred to as "Bills of Lading" for all nonhazardous "industrial" waste removed from the property. A Bill of Lading must accompany each waste shipment and must include information regarding the quantity and type of waste, the waste transporter name, and the date of removal from the property. The Owner has the right to reject any proposed waste transporter, in which case, the Contractor shall not use that transporter.

B. Transportation Requirements

1. Insure that the waste disposal Subcontractor providing waste transportation services possesses a valid Waste Hauler's permit issued pursuant to the New York State Department of Environmental Conservation (NYSDEC) regulations, 6 NYCRR Part 364. In addition, if the waste is to be transported and disposed of out of New York State, permits for those states through which the waste shall be transported and for where it shall be disposed may be required. It is the Contractor's responsibility to insure that the waste disposal Subcontractor correctly determines which permits are required and to provide such permits for review and approval of the Owner's Representative.
2. Packaging and transporting of all wastes shall be in accordance with the applicable sections of the Department of Transportation (DOT) regulations.

3.3 QUALIFICATIONS:

- A. The Contractor and/or Subcontractors involved in any activity which may impact upon lead paint or other lead-containing materials (i.e., lead paint sampling, lead abatement, and abatement design) shall have demonstrated two years of experience in lead hazard assessment and management, environmental and personal air monitoring, worker protection and training, and lead remediation specification writing.

END OF SECTION 028300