

PROJECT MANUAL
FOR THE
CONTROLLED DEMOLITION OF
1 PRICE STREET
NUNDA, NEW YORK 14517

Prepared For:

Livingston County Land Bank Corporation
6 Court Street, Room 305
Geneseo, New York 14454

Prepared By:



LiRo Engineers, Inc.
85 Allen Street
Rochester, NY 14608

Bid Documents
July 2, 2025

BID DOCUMENTS
for
CONTROLLED DEMOLITION OF
1 PRICE STREET, NUNDA, NEW YORK

Date Issued:	Wednesday, July 2, 2025
Questions by:	Friday, July 18, 2025 at 5:00 pm
Bids due by:	Friday, July 25, 2025 at 10:00 am
Bid Opening:	Friday, July 25, 2025 at 10:00 am in Room 303A of the Livingston County Government Center
Refer Questions in Writing to:	Jason Colvin LiRo Engineers, Inc. colvinj@liro-hill.com
Submit Sealed Proposals to:	Livingston County Land Bank Corporation Attn: Nate Cole, Community Development Specialist 6 Court Street – Room 305 Geneseo, NY 14454

**Controlled Demolition of
1 Price Street, NY 14517**

Contract Documents

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NYSDOL Original Prevailing Wage Schedule: PRC# 2025006079

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Livingston County Land Bank Corporation

Advertisement for Bids

Controlled Demolition of 1 Price Street, Nunda, NY 14517

The Livingston County Land Bank Corporation is requesting sealed bids for the Controlled Demolition with Asbestos in Place of all structures located at 1 Price Street, Nunda, NY 14517.

The property is vacant, and the buildings are within the control of the Livingston County Land Bank Corporation. The Land Bank disclaims any responsibility that representations made regarding conditions or quantities of materials will remain as they were when reviewed by the bidders during the bidding period, prior to award of the contract, or during the course of the work. The structures at the property have been determined to be structurally unsound and shall require demolition in accordance with the requirements of 12 NYCRR Part 56-11.5 (Controlled demolition with asbestos in place).

Bidding Documents may be viewed and downloaded through the Livingston County Land Bank's website at: <https://livingstoncountylandbank.org/contractors-vendors/>. If internet access is not available or if there are questions on obtaining bid documents, please contact the Livingston County Land Bank at (585) 243-7550.

A pre-bid site visit is not required, however, qualified contractors who wish to conduct a site visit prior to bid submission may do so by contacting Nate Cole via email at natecole@livingstoncountyny.gov. The site will be made available, by appointment only, on July 14, 2025 between the hours of noon and 3 pm.

Bids must be prepared and submitted in accordance with the Instructions to Bidders.

Sealed bids will be received at the Livingston County Land Bank Corporation office located at the Livingston County Government Center, 6 Court Street, Room 305, Geneseo, New York 14454 until **July 25, 2025 at 10:00 am**, prevailing time. The official time for the receipt of bids will be the time shown on the time stamp located in the Livingston County Land Bank Corporation office. It is the sole responsibility of bidders to ensure bid packages are received in a timely fashion. Bids will not be accepted via email or fax. Immediately following the bid submission deadline, received bids will be publicly opened in Room 303A of the Livingston County Government Center.

Bids must be submitted using the forms provided in the Bidding Documents and shall be accompanied by a Bid Bond payable to the Livingston County Land Bank Corporation in the amount of 5% of the total bid amount. If upon acceptance of a bid, a bidder fails to enter into a contract with the Livingston County Land Bank Corporation, the Bid Bond shall be forfeited to the Land Bank. A certified bank check will not be accepted. The selected bid awardee shall also be required to provide a Performance Bond and Payment Bond covering faithful and satisfactory performance of the work contracted in an amount equal to one hundred percent (100%) of the contract amount.

INSTRUCTIONS TO BIDDERS

1. PROJECT:

The Livingston County Land Bank Corporation (the "Land Bank") requires Controlled Demolition with Asbestos in Place of all structures located at 1 Price Street, Nunda, NY 14517. It is the intent of the Land Bank to contract with a Contractor and to establish a lump sum bid price to conduct this work.

Notwithstanding the details presented in the specifications, it shall be the responsibility of the bidder to verify the completeness of same to meet the intent of the specifications.

2. CONTACT:

Nate Cole, Community Development Specialist
6 Court Street – Room 305, Geneseo, New York 14454
Phone: (585) 243-7563
Email: natecole@livingstoncountyny.gov

3. DEFINITIONS:

- (A) A "Bid" as a complete and properly signed proposal to sell and deliver to the Land Bank the services as described in the specifications, submitted in accordance with the Instruction to Bidders.
- (B) A "Bidder" is a person or entity who submits a bid.
- (C) "Contract Documents" shall consist of the Notice to Bidders, Instructions to Bidders, any Addenda issued, General Requirements and Specifications for Controlled Demolition, Livingston County Land Bank Corporation Bid Proposal, Non-Collusion Bidding Certification, Indemnification Agreement, Debarment Certification, Iran Divestment Act Certification, Lobbying Certification, Appendices A, B and C, Insurance Requirements, and Drawings and Specifications.

4. RECEIPT OF BIDS:

Sealed bids will be received at the Livingston County Land Bank Corporation office located at the Livingston County Government Center, 6 Court Street – Room 305, Geneseo, New York 14454 until **Friday, July 25, 2025 at 10:00 am**, prevailing time. This submittal of a bid will also add the Bidder to an official Registered Bidders list, which the Land Bank will use to contact bidders simultaneously if necessary. Any Bid received after the specified time will be returned to the Bidder unopened. Immediately following the bid submission deadline, received bids will be publicly opened in Room 303A of the Livingston County Government Center.

5. BIDDER'S REPRESENTATIONS:

By making a Bid, the Bidder represents and warrants to the Land Bank that:

- (I) Bidder is able to furnish and install the materials required by the Contract Documents in the time frame set forth in said documents;
- (II) Bidder has carefully examined the Contract Documents;

- (III) Bidder fully understands the intent and purpose of the Contract Documents; and
- (IV) The bid is based upon the specifications set forth in the Contract Documents without exception. Claims for additional compensation and/or extension of time relating to such representations and warranties will not be allowed.

6. INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS:

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Any request for such an interpretation shall be made in writing and submitted via email to Jason Colvin, (LiRo Engineers, Inc.) at colvinj@liro-hill.com no later than 5:00 pm on **Friday, July 18, 2025**. Any interpretation made to a Bidder will be in the form of a written Addendum which shall be posted through the Livingston County Land Bank's website at: <https://livingstoncountylandbank.org/contractors-vendors/>. It shall be the Bidder's responsibility to make inquiry prior to submitting a Bid as to any Addenda issued. All issued Addenda shall become part of the Contract Documents and each Bidder shall be bound by such Addenda, whether or not received by the Bidder.

7. SALES TAX EXEMPTION:

The Land Bank is exempt from payment of sales and compensation use taxes under the Tax Law of the State of New York. Bidders are not to include sales or use taxes in their Bid price.

8. PREVAILING WAGE:

Prevailing wage applies to this project. NYSDOL Original Prevailing Wage Schedule PRC# 2025006079 is provided as part of these bid documents.

9. PREPARATION OF BID AND PROPOSAL REQUIREMENTS:

- (A) Bids must be submitted on the Bid Forms (**ARTICLE 4**) included in the Contract Documents and prepared in the following manner:
 - 1. All pages of the Bid Forms (Pages BF-1 through BF-15) must be completed and returned as the Bid Proposal.
 - 2. All blank spaces on the Bid Form shall be filled in legibly, in ink or typewritten.
 - 3. Erasures and alterations must be initialed by the signer of the Bid.
 - 4. The Bidder shall not make any changes in the wording of the Bid Forms or make any stipulations or qualify the Bid in any manner.
 - 5. The Bidder shall note the receipt of Addenda in the spaces provided on the Bid Forms by entering the number and the date of each Addendum. If no Addenda have been received, insert the word "NONE". Failure to acknowledge Addenda shall be sufficient cause for rejection of the Bid.
 - 6. The Bid must be signed by the person legally authorized to bind the Bidder to a contract. The name of the person signing the Bid must be typed or printed below the signature.
 - 7. The Bid will include an estimated work and completion schedule.
- (B) Contractor shall provide with the Bid Forms a list of at least three (3) relevant client references for residential demolition projects completed in the past five (5) years.
- (C) Contractor shall provide with the Bid Forms and resume describing the qualifications and background of the primary contact person and other key staff to be assigned to this project.

- (D) Proof of insurance meeting the requirements indicated in **“Section 24 – Insurance”** below, must be submitted with each Bid.

10. SUBMISSION OF BIDS:

- (A) The Bid must be submitted in a sealed opaque envelope marked on the outside with the Bidder’s name and address and the notation **“CONTROLLED DEMOLITION OF 1 PRICE STREET”**. The envelope shall be addressed to Nate Cole, Community Development Specialist, Livingston County Land Bank Corporation, 6 Court Street – Room 305, Geneseo, New York 14454.
- (B) Bidders requesting copies of the Bid tabulation sheets shall do so in writing with a stamped, self-addressed envelope enclosed.

11. MODIFICATIONS OR WITHDRAWAL OF BIDS:

- (A) A Bid may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the scheduled time for opening of Bids.
- (B) A Bid may not be modified, withdrawn, or canceled for a period of forty-five (45) days after the date of the Bid opening; thereafter, a Bidder may withdraw his/her Bid only by a written notice of withdrawal submitted in advance of the Bid award.

12. BIDDERS’ QUALIFICATIONS:

The Land Bank may make such investigation as it deems necessary to determine the qualifications and ability of a Bidder to perform under the Contract, and the Bidder shall promptly furnish to the Land Bank all such information and data that the Land Bank may request for this purpose. The Land Bank reserves the right to reject any Bid where an investigation of the available evidence or information does not satisfy the Land Bank that the Bidder is properly qualified or able to carry out the obligations of the Contract.

Bidders must meet the following minimum qualifications:

- (A) If required for the trade or by the local municipality, the Contractor must be legally licensed in New York State.
- (B) Demonstrate prior experience in the demolition of residential property in accordance with applicable codes, standards, rules, and regulations, including at least three (3) relevant demolition projects within the past five (5) years.
- (C) Demonstrate prior experience in the demolition of residential property in accordance with the requirements of 12 NYCRR Part 56-11.5 where demolition is conducted with potential asbestos in place.
- (D) Maintain all licenses required by the NYS Department of Labor for asbestos handling prior to bidding on demolition work.
- (E) Maintain a valid permit(s) for disposal of waste at all waste disposal facilities that the Bidder utilizes.
- (F) Have the capacity to provide all labor and equipment to demolish all structures on the subject properties, including, but not limited to houses, garages, sheds, driveways and sidewalks. In addition, have the capacity to provide all labor and equipment to remove any necessary trees and shrubbery as necessary to complete the specified scope of work.
- (G) Provide references for at least three (3) prior demolitions in the past five (5) years.

13. EQUAL OPPORTUNITY

The Bidder represents that, in conducting the activities described in the awarded contract, the Bidder shall not and will not discriminate in its activities and operations on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state, or local law. The Contractor also agrees that it will act with the highest professional standards.

14. SANCTIONS

The Bidder agrees that any payment for services under the awarded contract will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. Neither the Bidder nor any of its parent entities or subsidiaries or, to the knowledge of the Bidder, any director, officer, agent, employee or affiliate of the Bidder is currently the subject or target of any sanctions administered or enforced by the US Government, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury (or any successor thereto) ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), and the Bidder will not directly or indirectly use Land Bank payments to lend, contribute or otherwise make available such proceeds to any parent entity, subsidiary, affiliate, joint venture partner or other person or entity (i) to fund any activities or business with any person or in any country or territory that, at the time of such funding, is the subject of Sanctions or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. By signing a contract with the Land Bank, the successful Bidder represents that neither the Bidder nor any principal of the Bidder, nor any person or entity owning a direct or indirect interest in or having a direct control over the Bidder is a person or entity that is named as a specifically designated national and "blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets control at its official website: <http://www.treas.gov/ofac/t11sdn.pdf>.

The Bidder represents and warrants to the Land Bank that, in connection with the use of all payments and proceeds of the awarded contract, and generally in its dealings with the Land Bank, the Bidder shall not directly or indirectly deal with a person, entity or any other party (including official or de facto authorities) that are:

- (A) located, domiciled, resident, incorporated or operating in a country/region subject from time to time to any sanctions and/or trade embargoes administrated by any Sanctioning Authority, as well as any other country designated by a Sanctioning Authority or identified as a "Sanctioned Country"; or
- (B) subject to any sanctions lists administrated by an authority responsible for the administration of sanctions and embargoes in the United Nations, the European Union, Switzerland, United States (Office of Foreign Assets Control of the US Department of Treasury) and in any other applicable country notified from time to time by the Land Bank (each "Sanctioning Authority"); or
- (C) owned or controlled by a person, entity or any other party as defined in (a) or (b) above (collectively, "Restricted Parties") and that neither it nor its directors, officers, agents or employees are Restricted Parties.

15. NONDISCRIMINATION; COMPLIANCE WITH FAIR HOUSING ACT AND EQUAL CREDIT OPPORTUNITY ACT

The successful Bidder shall not discriminate in its activities and operations in connection with the awarded contract on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin,

disability, marital status or any other basis that is prohibited by federal, state, or local law or regulation. The Bidder expressly agrees not to use payments and proceeds from the contract for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.*, or any regulation promulgated thereto.

The awarded Bidder shall require any Subrecipient, Subcontractor, Sub-Subrecipient, Sub-Subcontractor or Property Owner receiving payments and proceeds related to the awarded contract to comply with the obligations set forth in this section, including by providing their express agreement not to use payments and proceeds from the contract for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.*, or any regulation promulgated thereto.

16. COMPLIANCE WITH LAW AND PROHIBITED USES

The successful Bidder shall comply with all federal, state, and local laws and regulations related to its performance or fulfillment of any acts, duties or obligations referred to under the awarded contract or otherwise generally applicable to the Bidder and its organization and activities.

17. ANTI-CORRUPTION/BRIBERY

The Bidder represents and warrants that it is familiar with and is in compliance with the Foreign Corrupt Practices Act of 1977 (FCPA) (15 U.S.C. § 78dd-1, *et seq.*) (as amended) and shall not engage in any form of bribery, collusive practice or any other form of corruption, nor will it extort, solicit, receive, offer, promise or give any undue financial or other advantage, directly or indirectly, in connection with any of its dealings with the Land Bank. Furthermore, neither the Bidder nor any person acting on its behalf shall authorize the giving of, offer, or give anything of value to any official or employee of the government or any state-owned entity, any agent or representative of the foregoing, or any other person (including any Land Bank employee, contractor or agent) to improperly obtain, retain, or direct business or any improper advantage for or to any person.

18. LOBBYING AND POLITICAL ACTIVITY

The successful Bidder shall not use any payments or proceeds disbursed to it under the awarded contract for any political campaign or to influence the outcome of any election, to carry on propaganda, to lobby or otherwise attempt to influence legislation or the outcome of any specific public election, to carry on directly or indirectly, any voter registrations drive or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder.

19. LEGALITY OF ACTIONS

The Bidder represents, warrants and covenants that demolition of real property performed in connection with the awarded contract shall be compliant with all applicable laws, rules, restrictions, orders and regulations, including, but not limited to, environmental laws and regulations and locally accepted demolition practices.

20. SUBRECIPIENTS AND SUBCONTRACTORS

The awarded Bidder agrees to hold subrecipients and subcontractors to all terms and conditions of the awarded contract.

21. INSURANCE

The successful Bidder shall procure and maintain for the entire term of this Agreement, without additional expense to the Land Bank, insurance policies of the kinds and amounts described below. Such policies may only be changed upon thirty (30) days prior written approval by the Land Bank.

- (A) Commercial General Liability Coverage in amounts not less than:
 - i. \$1,000,000 per occurrence/per location or per project aggregate (for more than one location),
 - ii. \$2,000,000 in the annual aggregate,
 - iii. \$2,000,000 products/completed operations aggregate.
- (B) LIVINGSTON COUNTY LAND BANK CORPORATION and LIRO ENGINEERS, INC. shall be covered as Additional Insureds under the commercial general liabilities policy and identified as Certificate Holders on the Certificates of Insurance;
- (C) Worker's Compensation Insurance in form and amounts consistent with state statutory requirements.
- (D) Comprehensive Automobile Insurance meeting the following requirements:
 - 1. In an amount not less than \$1,000,000, for all owned, leased, non-owned and hired automobiles. If no owned autos, coverage may be extended from the CGL policy.
 - 2. Waiver of Subrogation.
 - 3. 30 day notice of cancellation endorsement.
 - 4. LIVINGSTON COUNTY LAND BANK CORPORATION and LIRO ENGINEERS, INC. shall be covered as Additional Insureds under the policy.
- (E) Evidence of Property Insurance - to be furnished prior to commencing work on any property.
- (F) Environmental Pollution Liability with limits of liability not less than \$1,000,000.
- (G) REQUIREMENTS FOR ALL INSURANCE INCLUDE:
 - 1. All insurance carrier's must be rated "A-" or higher in the AM Best Guide with a Financial Size Category of at least VI;
 - 2. The successful Bidder shall furnish Certificates of Insurance to the Land Bank and corresponding policy endorsements setting forth the above-mentioned required coverage prior to entering the property or commencing any work;
 - 3. All insurance policies shall contain endorsements requiring the carrier to give at least thirty (30) days prior notice of cancellation to the Land Bank and include a waiver of subrogation.
 - 4. All required insurance shall be primary and non-contributory to any insurance maintained by the Land Bank;
 - 5. The named insured on the Certificates of Insurance must be the successful Bidder's full legal name;
 - 6. All policies must be current, not expired, and include all required endorsements;
 - 7. Certificates of Insurance must be signed by an authorized representative of the insurance carrier;
 - 8. Additional Insured/ Certificate holder/ (as required above) must appear as:

LIVINGSTON COUNTY LAND BANK CORPORATION
6 Court Street, Room 305
Geneseo, NY 14454

LIRO ENGINEERS, INC.
85 Allen Street
Rochester, NY 14608

- (H) The awarded Bidder shall maintain insurance with the required limits mentioned above for the duration of the awarded contract. Completed Operations coverage must be maintained and evidenced for at least two (2) years after completion of the project.
- (I) The successful Bidder shall ensure any subcontractors hired carry the same type of insurance with the same limits and provisions provided by this Bid document. The Bidder agrees to cause each subcontractor to furnish the Land Bank with copies of Certificates of Insurance and corresponding policy endorsements setting forth the required coverage hereunder prior to any such contractor entering the property or commencing any work.
- (J) All Certificates of Insurance must be approved by the Land Bank Attorney prior to commencing work under the awarded contract.
- (K) It is expressly understood and agreed by the Bidder that the insurance requirements specified above contemplates the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of these requirements the Bidder shall comply with the following requirements:
 - 1. If the claims-made coverage terms designate a specific retroactive date, the Bidder shall maintain a retroactive date which is not later than the earlier of
 - a. the date of the commencement of the term of the awarded contract, or
 - b. the original coverage retroactive date for the Bidder's first claims-made policy for each and every coverage provided on a claims-made basis.
 - 2. For the duration of the awarded contract or its subsequent renewals, if the retroactive date is advanced or if the policy is non-renewed, cancelled or is otherwise materially changed, the Bidder agrees to purchase at its own expense, an Extended Reporting Endorsement. This endorsement must provide for an extended reporting period ("Tail" coverage) in compliance with the minimum standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as contemplated in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions.
 - 3. Upon termination of the services provided to the Land Bank by the awarded Bidder, it is agreed that such claims-made coverage will be maintained without interruption for a period of time equal to the length of any Extended Reporting Period requirement as cited above. If the retroactive date is advanced or if the policy is non-renewed, cancelled, or is otherwise materially changed during this period of time, the Bidder agrees to purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as cited above.

22. CONSIDERATION OF BIDS; ACCEPTANCE OF BID:

- (A) The Land Bank shall have the right to reject any and all Bids; to reject a Bid not accompanied by the required Bid security or by other data required by the Contract Documents; to reject a Bid which is in any way incomplete or irregular; and to waive any informality in a Bid.
- (B) The Land Bank will consider the total number of air monitor days in awarding the Bid.
- (C) The Land Bank shall award the Bid to one Bidder for the total amount indicated on the Bid Form.

- (D) The acceptance of a Bid by resolution of the Livingston County Land Bank Board of Directors shall bind the successful Bidder to comply with the terms and conditions of the Contract Documents.

23. SAFETY

The successful Bidder shall perform all work in accordance with the latest government safety regulations, including but not limited to the administrative regulations of the Department of Labor, the Office of Safety and Health Administration, and the Environmental Protection Agency. Roadway closures, if needed, shall be coordinated with the local highway departments.

24. PERMITS AND FEES

The awarded Bidder is required to obtain and pay for all permits, if any, associated with the demolition and transportation of materials.

25. TRAFFIC CONTROL

The awarded Bidder will be responsible for providing any traffic control or roadway closures.

26. UTILITIES

The successful Bidder shall be solely responsible for disconnection of services from the premises as described in the scope of work and the protection of the operating condition of all active utilities within the area of construction and s/he shall take all necessary precautions to avoid damage to existing adjacent utilities.

27. CANCELLATION CLAUSE:

In the event of a breach of the awarded contract by the successful Bidder, the Bidder shall not be entitled to payment of the contract price or any other compensation. The awarded Bidder shall be responsible for paying to the Land Bank all direct and consequential damages caused by the breach, including, but not limited to, all sums expended by the Land Bank to procure a substitute contractor to satisfactorily complete the work, together with the Land Bank's costs incurred in procuring a substitute contractor.

The Land Bank may, at any time, terminate the Contract for its convenience and without cause upon a written ten (10) day notice being mailed to the awarded Bidder. In this event, any monies owing by the Land Bank for services completed prior to cancellation or termination shall be paid to the Bidder.

28. AWARD OF BID:

The award will be made within forty-five (45) days after the opening of the Bids and prices shall remain firm for this period of time, or until the Bid expires.

29. LENGTH OF CONTRACT:

The successful Bidder shall have forty-five (45) calendar days from Notice to Proceed to complete the demolition as defined in the scope of work.

ARTICLE 3

GENERAL REQUIREMENTS AND SPECIFICATIONS FOR CONTROLLED DEMOLITION OF 1 PRICE STREET, NUNDA, NY

SCOPE OF WORK

In response to this bid solicitation, please bid a price that covers the Controlled Demolition with Asbestos in Place of ALL STRUCTURES located at the address listed herein, for all labor, materials, equipment, supplies, and incidentals as necessary and required to complete the work as outlined below.

- The Contractor will provide the Land Bank with at least forty-eight (48) hours' notice prior to commencing the work at the property.
- The Contractor shall obtain, at its sole cost and expense, all permits, authorizations, approvals, and licenses necessary for the planning, performance, and completion of the work in accordance with the requirements of the respective municipal agencies and other authorities having jurisdiction.
- The Contractor shall comply with all federal, state, county, city, town and other applicable laws, ordinances, rules, and regulations and all orders and rules of any duly constituted authorities affecting the property or bearing on the performance of the work. This includes but is not limited to NYSDOL Part 56 and all applicable stormwater regulations.
- The Contractor shall follow all requirements of the Contract Documents and provided Specifications and Contract Drawings, including all addenda.
- The Contractor will provide before and after time/date stamped photos of property features to remain.
- The Contractor will contact Dig Safely NY at least forty-eight (48) hours prior to beginning any excavation at the property and not proceed with any excavation until Dig Safely NY has completed their work and appropriately marked all utilities.
- The contractor shall be responsible for the proper termination of site utilities (gas, electricity, water, sewer, communication) of the structures to be demolished. The contractor shall coordinate utility disconnects with the owner of each utility, as applicable. Waterline is reported to be damaged and shall be removed back to the curb stop. Stake curb stop for identification and location, if applicable. Sewer line shall be terminated and staked for identification and location. The contractor will arrange for proper cap off of all water/sewer/utility connections and protect, stabilize, and mark such connections before commencing any work. All water wells shall be plugged and capped.
- The Contractor will demolish all buildings, structures, fences and driveways on, in, or upon the identified work area limits. Trees and other shrubs will be removed only as necessary to accommodate the Work.
- The Contractor shall not place equipment or dumpsters on any roadways without proper traffic control and approval by the appropriate Highway Superintendent.
- The Contractor will completely remove all construction materials and any contents of the demolished structures from the property. The Contractor will arrange for transportation of the construction materials and any contents of the demolished structures to lawful disposal, storage, or recycling locations, as necessary.
- The Contractor will remove all trash, scrap and debris from the entire property.

- The Contractor will finish grade the land on the property so that there is no standing water on the property or adverse drainage impacts to the adjacent properties. The Contractor will add sufficient topsoil and will ensure that the property is free of rocks and other items that would prevent grass growth.
- The Contractor will seed and fertilize the impacted portion of the property to establish suitable vegetative cover.

Work Progress & Completion

- The work schedule shall be coordinated between the Land Bank and the Contractor.
- All specified work shall commence within 30 days of the Notice to Proceed and be completed no later than 45 days from the issuance of the Notice to Proceed to the Contractor, unless otherwise agreed to.
- The Contractor shall 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 workday.

ARTICLE 4

LIVINGSTON COUNTY LAND BANK
BID PROPOSAL FORMS

TO: Livingston County Land Bank Corporation

FOR: Controlled Demolition of 1 Price St, Nunda, NY:

The undersigned Bidder has carefully examined the form and content of the Contract Documents, has examined the site of the work, and hereby proposes to furnish all necessary plant, labor, materials, equipment, and tools required to perform and complete the work in strict accordance with the Contract Documents.

The undersigned has read, understands and agrees to comply with all terms and conditions set forth in this Contract Documents.

The undersigned Bidder agrees to submit to all conditions reported, intended, or implied, both particularly and generally by the Contract Documents at the prices herein stated.

The undersigned Bidder also agrees as follows:

- 1) If this Bid Proposal is accepted, to execute the Contract within ten (10) calendar days of the date of "Notice of Award" of Contract and furnish to the Land Bank satisfactory insurance documentation.
- 2) Work shall be progressed to meet the following schedule:
 - Begin work within 30 calendar days from the date of the Notice to Proceed.
 - Complete work within 45 calendar days from the date of the Notice to Proceed.
- 3) To pay the Land Bank \$600.00 in liquidated damages for each calendar day of delay in completing the work beyond the specified times of completion or within the times to which such completion may have been extended in accordance with the Contract Documents.

Proposals may be considered informal and may be returned to the Bidder if all blank spaces in the Bid Proposal are not filled in.

BIDDER: (Company Name)

(Type or Print)

BY: (Person submitting for Company)

(Signature)

(Type or Print Name and Title)

Equal Employment Opportunity (EEO) Policy Statement

- a. The LCLBC 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. All Respondents to this RFP will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- c. At the request of the LCLBC's Grantor funding this project, the LCLBC shall request each employment agency, labor union, or authorized representative for a statement that it 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. The hired Respondent shall comply with the provisions of the Human Rights Law, all other state and federal statutory and constitutional non-discrimination provisions. Respondent and all subconsultant(s) 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 nondiscrimination on the basis of prior criminal conviction and prior arrest.
- e. The LCLBC will include the provisions of sections (a) through (d) of this agreement in every contract in such a manner that the requirements of the subdivisions will be binding upon each contractor as to work in connection with the grant contract.

MWBE Policy Statements

LCLBC is required by the Homes and Community Renewal (HCR) grant agreement to achieve twenty (20) percent MBE and ten (10) percent WBE participation. The LCLBC 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:

- a. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- b. Request a list of State-certified M/WBEs from Agency(ies) and solicit bids from them directly.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

MUST COMPLETE THIS FORM AND SUBMIT WITH BID

APPENDIX A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the Livingston County Land Bank Corporation (herein after "Land Bank").

- I. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Land Bank and any attempts to assign the contract without the Land Bank's written consent are null and void.
- II. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the **General Municipal Law**, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the **Workers' Compensation Law**.
- III. **NON-DISCRIMINATION REQUIREMENTS.** 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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract.
- IV. **HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the **Labor Law** or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department.
- V. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at

MUST COMPLETE THIS FORM AND SUBMIT WITH BID

independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Land Bank a non-collusive bidding certification on Contractor's behalf.

- VI. **SET-OFF RIGHTS.** The Land Bank shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the Land Bank's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the Land Bank with regard to this contract.
- VII. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. Any person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.
- VIII. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
- IX. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- X. **NO ARBITRATION AND SERVICE OF PROCESS.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Livingston County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.
- XI. **BUDGETED FUNDS.** This contract is executory only to the extent of funds available and the Land Bank shall incur no liability beyond the funds appropriated therefore.
- XII. **APPROVAL OF BOARD OF DIRECTORS.** This contract is subject to and conditioned upon approval by the Livingston County Land Bank Corporation's Board of Directors.
- XIII. **INCORPORATION.** The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

Livingston County Land Bank Corporation

Contractor
(Signature of Authorized Official Required)

APPENDIX B

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the Livingston County Land Bank Corporation (herein after "Land Bank").

- I. The Land Bank shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the Land Bank all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the Land Bank shall make settlement with the Contractor upon an equitable basis as determined by the Land Bank, which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of termination date, applicable to postponement, suspension or termination of the contract.
- II. The Contractor agrees that it will indemnify and save harmless the Land Bank from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the Land Bank in defending any suit, including attorneys' fees. Furthermore, at the option of the Land Bank, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the Land Bank for any damage or loss arising out of the negligence or willful misconduct of the Land Bank, its agents or employees.
 - A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Land Bank.
 - B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the Land Bank.
 - C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the Land Bank. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the

Land Bank, to avoid, mitigate, or minimize the actual or potential conflict.

- D. Remedies - The Land Bank may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Land

Bank, the Land Bank may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the Land Bank pursuant to this clause.

- E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

- III. All requests for payment by the Contractor must be submitted on forms supplied and approved by the Land Bank. Each payment request must contain such items of information and supporting documentation as required by the Land Bank, and shall be all inclusive for the period of time covered by the payment request.

- IV. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

- V. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Land Bank by reason of this contract. It further agrees that it will not make against the Land Bank any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Land Bank, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

- VI. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.

- VII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

Livingston County Land Bank Corporation

Contractor
(Signature of Authorized Official Required)

APPENDIX C

LIVINGSTON COUNTY LAND BANK CORPORATION STANDARD CONTRACT INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the Livingston County Land Bank Corporation as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and professional errors and omissions. **The contractor must provide an additional insured endorsement.** A statement on the contractor's insurance certificate that the Livingston County Land Bank Corporation is an additional insured is **not** sufficient. The form of the additional insured endorsement must be approved by the Livingston County Land Bank Corporation's Attorney.
- II. The policy naming the Livingston County Land Bank Corporation as an additional insured shall:
- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - State that the organization's coverage shall be primary coverage for the Livingston County Land Bank Corporation, its Board, employees and volunteers. Any insurance maintained by the Livingston County Land Bank Corporation shall be in excess of the contractor's insurance, and shall not contribute with it.
- III. The contractor agrees to indemnify the Livingston County Land Bank Corporation for any applicable deductibles or self insurance reserves.
- IV. Required Insurance:
- **Commercial General Liability Insurance, including Completed Operations Coverage for construction contracts**
\$1,000,000 per occurrence/ \$2,000,000 aggregate per project.
 - **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - **Professional Errors and Omissions Insurance (If professional service contract)**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the negligent professional acts of the contractor.
- V. The contractor is to provide the Livingston County Land Bank Corporation with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities and upon each renewal thereafter. **Contractor or its insurance carrier(s) shall provide the Livingston County Land**

Bank Corporation with thirty (30) days prior written notice of cancellation, reduction of insurance or material coverage change of the required insurance policies. Such notice shall be mailed to the Livingston County Land Bank Corporation, Livingston County Government Center, 6 Court Street, Room 305, Geneseo, New York 14454 and shall include the date and subject matter of the original contract. Contractor acknowledges that failure to obtain such insurance on behalf of the Livingston County Land Bank Corporation, or the failure to provide such notices, constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Livingston County Land Bank Corporation, including termination of the contract. The failure of the Livingston County Land Bank Corporation to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Livingston County Land Bank Corporation.

- VI. If at any time any of the policies required herein shall be or become unsatisfactory to the Livingston County Land Bank Corporation, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Land Bank, the contractor shall upon notice to that effect from the Land Bank, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the Land Bank, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Land Bank.

In the event that claims, for which the Livingston County Land Bank Corporation may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the Land Bank.

VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:

The contractor shall file with the Livingston County Land Bank Corporation, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

- a. Name and address of insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on certificate

- g. Limits of liability for all policies included on certificate
- h. Certificate holder shall be Livingston County Land Bank Corporation, Livingston County Government Center, 6 Court Street, Room 305, Geneseo, New York 14454-1043.
- i. Description of contract for which insurance is being provided.
- j. Insurance agents name, address and phone number.

Contractor
(Signature of Authorized Official Required)

Date

Appendix D

PROPOSER CERTIFICATION

**Each Proposer must initial each section below, complete the signature block and return this page with their proposal.
Failure to do so may be grounds for proposal rejection.**

1. ____ You acknowledge receipt of addenda number ____ through ____ or N/A.
2. ____ If awarded an Agreement from this RFP, prior to Agreement execution, you agree to satisfy all compliance requirements listed in this RFP.
3. ____ To the best of your knowledge, your firm is not in violation of any local, state or federal tax law.
4. ____ You certify your proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; you have not solicited or induced any person, firm or corporation to refrain from proposing and you have not sought by collusion or fraud to obtain any advantage over any other Proposer or LCLBC.
5. ____ You certify that a) your firm has no business or person relationships with any other company or person that could be considered a conflict of interest to LCLBC; and b) the Key Personnel identified to perform work under an awarded Agreement and/or the principals of your firm do not have any business or personal relationships with any LCLBC officer or employee that is clearly disclosed in your proposal.
6. ____ The undersigned warrants that he / she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, work requirements and Agreement terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in your proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or Agreement termination.

SIGNATURE BLOCK

Respondent's Legal Business Name:

Signature: _____ Date of Proposal:

Printed Name & Title:

Phone Number: _____ Email Address:

Mailing Address:

Primary Point of Contact for this Proposal (if different):

Phone Number: _____ Email Address:

Appendix E

REQUIRED FORMS
PRICE PROPOSAL FORM

A detailed fee schedule must be attached. The fee schedule supplied will include all items of labor, materials, travel, equipment, and other costs necessary to fully provide the requested services.

BID PRICE

Pursuant to and in compliance with the "Advertisement", the "Instructions to Bidders" and "Bid Proposal Form" relating thereto, the Bidder hereby agrees to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to work required by and in strict accordance with the Contract Documents and any Addenda subsequently issued, for the below listed sum of:

	Controlled Demolition <u>Lump Sum Bid Price</u>	# of days of Demolition <u>Requiring Air Monitoring</u>
<i>Controlled Demo of 1 Price Street</i>	_____	_____
	Type/print proposed bid price	enter max. # days requiring asbestos air sampling

The undersigned proposes to complete the required services as set forth in the enclosed RFP document. The successful Bidder shall be obligated to furnish said services at the price set forth in its proposal.

Please print all information other than the authorized signature.

FIRM NAME

ADDRESS

SIGNATURE

NAME / TITLE

DATE

TELEPHONE

EMAIL

**STANDARD CLAUSES
FOR HOUSING TRUST FUND CORPORATION CONTRACTS**

By submission of this proposal, each respondent and each person signing on behalf of any firm agree to be bound by the following clauses if entered into a contract.

- A. Contracting with Business Conducting Business in Russia. In accordance with New York State Executive Order No. 16 (“EO 16”), by signing this Agreement, the Recipient certifies and affirms that it
- does not conduct business operations in Russia within the meaning of EO 16;
 - does conduct business operations in Russia within the meaning of EO 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia; and/or
 - does conduct business operations in Russia within the meaning of EO 16 but only to the extent necessary to provide health and safety services within Russia or to comply with Federal law, regulations, executive orders, or directives. A copy of EO 16 may be downloaded at: https://www.governor.ny.gov/sites/default/files/2022-03/EO_16.pdf.
- B. Iran Divestment Act. By entering into this Agreement, Recipient certifies in accordance with State Finance Law 165-a that it is not on the list of “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>.

Recipient further certifies that it will not utilize on this Agreement any subcontractor that is identified on the Prohibited Entities List. Recipient agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Recipient also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Corporation.

During the term of the Agreement, should the Corporation receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Corporation will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Corporation shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Recipient in default.

The Corporation reserves the right to reject any bid, request for assignment, renewal, or extension for an entity that appears on the Prohibited Entities List prior to the award,

assignment, renewal, or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

- C. Affordable Care Act. By entering into this Agreement, Recipient acknowledges that it is the sole responsibility of the Recipient to provide and maintain all Affordable Care Act (“ACA”) requirements/benefits. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains Exchange coverage and a premium tax credit. (Exchange coverage allows you to use the State’s insurance exchange marketplace to obtain coverage from competing private health care providers.) Employees of the Recipient providing services to the Corporation are employees of the Recipient and are not employed by the Corporation nor the State of New York.

Firm Name

Address

Signature

Name/Title

Date

Phone Number

DEMOLITION CONTRACT

This Demolition Contract (the "Contract") is made this ____ day of _____, 202_, by and between the **Livingston County Land Bank Corporation** (the "Land Bank"), a New York State not-for-profit corporation with its principal office located at 6 Court Street, Room 305, Geneseo, New York 14454, and [TBD] (the "Contractor"), a New York State [corporation/limited liability company] with its principal office located at [TBD].

RECITALS

WHEREAS, the Land Bank presently owns unoccupied property located at 1 Price Street, NY 14517 (the "Property").

WHEREAS, the Land Bank heretofore issued a competitive bid for demolition services to be rendered at the Property, said request having been issued by the Land Bank on [TBD], requesting proposals to be submitted no later than [TBD];

WHEREAS, in response thereto, the Contractor submitted a proposal with an estimate on structure demolition; and

WHEREAS, the Land Bank accepted the Contractor's submission as the Contractor was the lowest responsible bidder who met the terms of the competitive bid; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned services and execute a contract with respect thereto;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants this contract herein contains, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Contract Documents.

The contract documents listed below are incorporated herein as attachments to this Contract and are made a part hereof in their entirety by reference.

- Competitive bid packet issued by the Land Bank on [TBD].
- Proposal submitted by the Contractor dated [TBD].
- Land Bank Appendices A, B and C.
- Performance Bond and Payment Bond meeting the requirements of the competitive bid, as well as insurance documentation meeting the requirements of Land Bank Appendix C.

2. Scope of Work.

The Contractor hereby agrees to perform and complete the work set forth in the competitive bid packet with respect to the Property and to comply with and/or perform all other requirements, duties, and obligations

imposed on the Contractor under this Contract (collectively, the "Work"). The Contractor shall commence the Work within thirty (30) calendar days from the date of the Notice to Proceed and shall complete all Work within forty-five (45) calendar days from the date of the Notice to Proceed.

The Work shall be performed in good, proper, workmanlike manner in accordance with standard industry practice.

The Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation and other facilities and services necessary to complete the Work.

The Contractor shall be legally licensed in the State of New York and shall hold all required certifications related to lead-based paint and asbestos remediation activities.

The Contractor shall comply with all federal, state, county, town, village and other applicable laws, ordinances, rules and regulations, and all orders and rules of any duly constituted authority affecting the Property or bearing on the performance of the Work.

3. Compensation and Payment.

The total amount payable by the Land Bank to the Contractor for performance of the Work under this Contract is [TBD] (the "Contract Price"). The Contractor may invoice the Land Bank on a monthly basis based on percentage of completion of each of the individual work elements listed in Specification Section 01 29 77.1.4.B "*Measurement and Payment*".

The Land Bank is not subject to federal, state or local taxes.

Contractor warrants that all Work for which payment has been received from the Land Bank shall be free and clear of liens, claims, security interests or other encumbrances.

4. Additional Work and Increased Payment Amount.

Changes to the Work planned and specified in this Contract and/or changes to the payment amount shall be made only by written agreement or written change order signed by both parties.

The terms of this Contract shall apply to any additional work the Contractor may undertake for the Land Bank.

If the Contractor encounters an unanticipated condition or obstacle which will increase the cost of completing the Work, such as the existence of an unanticipated Hazardous Substance (as such term is defined herein), the Contractor may request an increase in payment. Any claim by the Contractor for an increase in payment shall require written notice delivered by the Contractor to the Land Bank stating the reason for the additional cost and providing a detailed budget for such increase.

The Land Bank has the sole and exclusive authority to approve any changes to the scope and nature of the Work and any increase in payment amount.

“Hazardous Substance” shall be defined herein, without limitation, as flammables, explosives, radon, radioactive materials, asbestos, urea formaldehyde, foam insulation, polychlorinated biphenyls, petroleum and petroleum based products or by-products, methane, and medical wastes, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq), Articles 15 and 27 of the New York Environmental Conservation Law, and the regulations promulgated thereunder or any federal,, state, or local environmental law, regulation, ordinance, or rule.

5. Termination.

This Contract may be terminated by either party for cause if the other party is in material breach of its obligations under this Contract and such breach continues unresolved for more than ten (10) days after the defaulting party receives written notice stating the specific item or items of material breach. However, if such breach is capable of cure but cannot be cured within such ten (10) day period, as long as the defaulting party commences a cure within such ten (10) day period and executes the same with due diligence, there shall be no termination for cause.

In the event of a breach by the Contractor, the Contractor shall not be entitled to payment of the Contract Price or any other compensation. The Contractor shall be responsible for paying to the Land Bank all direct and consequential damages caused by the breach, including, but not limited to, all sums expended by the Land Bank to procure a substitute contractor to satisfactorily complete the work, together with the Land Bank's costs incurred in procuring a substitute contractor, including reasonable legal fees.

The Land Bank may, at any time, terminate this Contract for its convenience and without cause. In this event, any monies owing by the Land Bank for services completed prior to cancellation or termination shall be paid to the Contractor.

6. Securing and Maintaining Property.

The Contractor is solely responsible for making sure the Property and any equipment, tools, and materials in or on the Property are secured continuously until all Work is completed. The Contractor is also solely responsible for making sure that any erosion and stormwater management controls in or on the Property are properly maintained.

The Contractor shall keep the Property and surrounding area free from accumulation of debris and trash related to the Work and shall, upon the completion of the Work, promptly remove all tools, equipment and materials, and properly dispose of waste.

7. Permits, Fees and Notices.

The Contractor shall obtain and pay for any and all permits, tests, inspections, governmental fees, and/or licenses necessary for proper execution and completion of the Work.

The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs the Work knowing it to be contrary to applicable laws, statutes, ordinances, codes,

rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility of such Work and shall bear the attributable costs.

8. Safety.

The Contractor shall comply with all applicable rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA), as amended and/or of any other state or federal agency in the performance of any work under this Contract. The Contractor shall also comply with all safety provisions and regulations of the State of New York including proper dust abatement measures. The Contractor shall comply with any additional safety and health measures determined to be reasonably necessary by the Land Bank.

9. Subcontractors.

The Contractor may use subcontractors in the performance of the Work only with the prior written consent of the Land Bank. The Contractor shall have complete responsibility and liability for the subcontractors and their work.

The Contractor shall require all subcontractors to provide the types and amounts of insurance required under this Contract, and shall require that all subcontractors name the Land Bank as an additional insured on all such policies.

All agreements between the Contractor and any subcontractor shall be by written contract, signed by individuals authorized to bind the parties, and all such agreements shall contain provisions specifying (1) that all Work of the subcontractor must be performed in accordance with this Contract; and (2) that nothing contained in the subcontractor agreement creates a contractual relationship between the subcontractor and the Land Bank.

The Land Bank reserves the right, in its reasonable discretion, to approve or require the removal of any subcontractor selected by the Contractor. The Land Bank may consider such subcontractor's experience, size, staff capacity, reputation and any other factors the Land Bank deems appropriate.

10. Insurance Coverage.

The Contractor shall provide and maintain for the entire term of this Contract, without additional expense to the Land Bank, insurance policies of the kinds and in the amounts provided in Appendix C attached hereto and made a part hereof. The insurance policies shall name the Land Bank as an additional insured.

The Contractor shall, prior to commencing any of the Work outlined herein, furnish the Land Bank with Certificates of Insurance and corresponding policy endorsements showing that the requirements of this section have been met, and such policies shall require the carrier to give at least thirty (30) days' notice of cancellation to the Land Bank. The Contractor shall also provide the Land Bank with updated Certificates of Insurance prior to the expiration of any previously issued to the Contractor. No Work shall be commenced under this contract until the Contractor has delivered the Certificates of Insurance to the Land Bank. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the Land Bank may declare this contract suspended, discontinued or terminated.

All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. Insurance will include a waiver of subrogation in favor of the Land Bank. The Contractor's policy may not contain any exclusion for New York State Labor Law, injury to employees or injury to subcontractors.

The Contractor shall ensure that any Land Bank-approved subcontractors hired also carry insurance with the same limits and provisions provided in this section and Appendix C. Each Land Bank-approved subcontractor shall furnish the Land Bank with copies of Certificates of Insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor commencing any working.

11. Indemnification.

The Contractor further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Land Bank from and against any and all damages, losses, claims, suits, actions, liabilities, obligations and costs (including without limitation reasonable attorney's fees) incurred or sustained by the Land Bank arising out of or relating to the entry by the Contractor and/or any of its employees, invitees, agents or representatives onto the Property and all activities conducted by or permitted to be conducted by the Contractor in, on or at the Property.

12. Disposal of Hazardous Substances.

All hazardous substances shall be properly recycled or disposed of in accordance with applicable laws and regulations. Any air conditioners, refrigerators or items that may contain refrigerants, and any items or materials containing mercury or any other harmful chemical shall be disposed of in accordance with applicable best practices and shall be handled and disposed of in accordance with applicable laws and regulations.

13. Asbestos Air Monitoring Expenses.

The Land Bank shall retain, at the Land Bank's expense, an accredited third-party asbestos air monitor at the Property while Contractor is performing the Work. The Contractor agrees that no more than [TBD] days of such air monitoring shall be required for the Contractor to complete the Work. In the event more than [TBD] days of such air monitoring is required for the Contractor to complete the Work, the Contractor shall pay to the Land Bank the sum of \$600.00 for each additional day air monitoring is required as said amount represents the actual cost of such air monitoring. For each additional day air monitoring is required with the use of a generator, the Contractor shall pay to the Land Bank the sum of \$600.00 per day as said amount represents the actual cost of the additional air monitoring along with the rental cost of the generator. The Land Bank shall have the right to offset any amounts due the Contractor hereunder by any amount the Contractor owes the Land Bank for additional air monitoring.

14. Miscellaneous Provisions.

This Contract shall be governed by and construed in accordance with the laws of the State of New York. Any action or proceeding relating to this Contract shall be brought in the Supreme Court of the State of New York in the County of Livingston. The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

The headings appearing in this Contract are for the purpose of easy reference only and shall not be considered a part of the contract or used as a means for interpreting the contract.

If any term, part, provision, section, or paragraph of this Contract shall be held unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, or paragraphs.

All notices under this Contract shall be in writing and served by personal service or by certified mail or registered mail, return receipt requested. Notices by mail shall be addressed to each party at the address set forth in this contract.

This Contract constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

No modification, amendment, or addition to this Contract shall be valid or enforceable unless in writing and signed by both parties.

The failure of the Land Bank to insist upon strict and prompt performance of the provisions of this Contract and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the Land Bank's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

In performing the Work, the Contractor and any hired Land Bank-approved subcontractor are acting as independent contractors and shall not be considered, or held out to be, an agent, representative, or employee of the Land Bank for any purpose.

Neither the Contractor nor the Land Bank may assign this Contract without the prior written consent of the other party.

This Contract shall be binding upon the parties and their respective successors and permitted assigns.

This Contract may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this contract as of the date and year first written above.

Livingston County Land Bank Corporation

By: _____

Megan Crowe

Executive Director

Contractor Name:

By: _____

Name: _____

Title: _____

NYSDOL Prevailing Wage Schedule



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Livingston County Land Bank Co

Jason Colvin
690 Delaware Avenue
Buffalo NY 14209

Schedule Year 2024 through 2025
Date Requested 05/20/2025
PRC# 2025006079

Location Nunda, NY
Project ID#
Project Type controlled demolition with asbestos in place

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 Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2024 through June 2025. 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.

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) <https://mpwr-public.labor.ny.gov/en/login>.

For additional information, please visit [online](#).

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.

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 12226; 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

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 12226 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

Livingston County Land Bank Co

Jason Colvin
690 Delaware Avenue
Buffalo NY 14209

Schedule Year 2024 through 2025
Date Requested 05/20/2025
PRC# 2025006079

Location Nunda, NY
Project ID#
Project Type controlled demolition with asbestos in place

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 12226

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.

**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 12226

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.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

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/bureau-public-work>



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) 568-5287		

* 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 12226

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

Livingston County General Construction

Boilermaker

05/01/2025

JOB DESCRIPTION Boilermaker

DISTRICT 12

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

WAGES

Per hour: 07/01/2024

Boilermaker \$ 36.10

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

SUPPLEMENTAL BENEFITS

Per hour: \$ 32.30*

*NOTE: \$31.06 of this amount is for every Hour "Paid"

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st Term at 12 Months

Terms 3-8 at 6 Months

Per Hour:

1st 65%

3rd 70% 4th 75% 5th 80% 6th 85% 7th 90% 8th 95%

Supplemental Benefits per hour:

All Terms \$ 32.30**

**NOTE: \$31.06 of this amount is for every Hour "Paid"

12-7

Carpenter - Building

05/01/2025

JOB DESCRIPTION Carpenter - Building

DISTRICT 6

ENTIRE COUNTIES

Livingston, Monroe, Ontario, Wayne

PARTIAL COUNTIES

Wyoming: Only the Townships of Castile, Gainsville, Genesee Falls, Perry, Pike and Warsaw.

WAGES

Per hour: 07/01/2024 07/01/2025

Additional

Carpenter \$ 33.24 \$ 1.00*

Floor Coverer 32.24 \$ 2.00*

Carpet Layer 32.24 \$ 2.00*

Drywall 33.24 \$ 1.00*

Diver - Wet Day 61.25 0.00

Diver - Dry Day 34.24 \$ 1.00*

Dive Tender 34.24 \$ 1.00*

PileDriver/ 0.00

Dock Builder 39.92 0.00

* To be allocated at a later date.

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

- Certified Welders shall receive \$1.00 per hour over the Journeyworker'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 \$0.50 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 \$0.75 per foot
101' and deeper additional \$1.00 per foot

- Diver rates applies to all hours worked on dive day.

SHIFT WORK

On Agency/Owner mandated shift work, the following rates will be applicable:

1st Shift - Regular Rate
2nd Shift - Premium of 7% of base wage per hour
3rd Shift - Premium of 14% of base wage per hour

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 23.85
Floor Coverer	\$ 23.85
Pile Driver/ Dock Builder	\$ 28.75

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. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

CARPENTER APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 12.61	\$ 12.62	\$ 15.22	\$ 15.23
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PILEDRIIVER/DOCK BUILDER APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 19.56	\$ 20.19	\$ 22.36	\$ 22.99
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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.

6-276B-Liv

Carpenter - Building / Heavy&Highway

05/01/2025

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

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: 07/01/2024

Carpenter - ONLY for
Artificial Turf/Synthetic
Sport Surface \$ 36.48

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

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 Journeyworker's wage):

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

Supplemental Benefits per hour:

\$18.58	\$19.14	\$21.24	\$21.79
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2-42AtSS

Carpenter - Heavy&Highway

05/01/2025

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Livingston, Monroe, Ontario, Wayne

WAGES

Includes "Cut & Cover" work and all form work done in the open cut excavations for the purpose of constructing a tunnel (for any use). Also fabrication of forms at ground level, for installation below the open cut elevation or in any tunnel.

Per hour 07/01/2024

Carpenter	\$ 38.18
Piledriver	39.92
Diver-Wet Day	63.18
Diver-Dry Day	39.18
Diver-Tender	39.18

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

- 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 \$0.50 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 \$0.75 per foot
101' and deeper additional \$1.00 per foot

- Diver rates applies to all hours worked on dive day.

SHIFT WORK

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.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

Carpenter	\$ 26.40
Pile Driver	28.75
Diver-Wet Day	27.74
Diver-Dry Day	27.74
Diver Tender	27.74

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: 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.

REGISTERED APPRENTICES

CARPENTER APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 18.88	\$ 19.45	\$ 21.58	\$ 22.15	\$ 22.73
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PILEDRIIVER/DOCKBUILDER APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 19.56	\$ 20.19	\$ 22.36	\$ 22.99
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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 \$2.00 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 paid an additional \$2.00 per hour.
- Certified Welders when required to perform welding work will receive an additional \$1.50 per hour.

6-276HH-Liv

Electrician

05/01/2025

JOB DESCRIPTION Electrician

DISTRICT 7

ENTIRE COUNTIES

Livingston, Monroe

PARTIAL COUNTIES

Genesee: Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion, Stafford, and that portion of the Townships of Batavia and Elba which lie east of a line following the Little Tonawanda Creek, north on the Tonawanda Creek to the City limits of Batavia, northwest and northeast around the City limits, but including the City of Batavia (in effect prior to 02/01/70), to State Highway 98, north on 98 to Orleans County.

Ontario: Only the Townships of Bristol, Canadice, Naples, West Bloomfield, Richmond, South Bristol, East Bloomfield and Victor.

Orleans: Only the townships of Clarendon, Kendall, and Murray.

Wayne: Only the Townships of Macedon, Marion, Ontario, Palmyra, Sodus, Walworth, Williamson.

Wyoming: Only the Townships of Castile, Covington, Gainesville, Genesee Falls, Middlebury, Perry, Pike and Warsaw.

WAGES

Per hour: 07/01/2024

Electrician	\$ 41.30
Teledata, Sound Wireman	41.30

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY HAVE BEEN WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

Work from 4:30 PM - 1:00 AM \$ 48.44
Work from 12:30 AM - 9:00 AM 54.27

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.76 plus
5.25% of wage
paid

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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) on HOLIDAY PAGE

NOTE: If a Holiday falls on Saturday, it will be celebrated on the Friday before. If it falls on Sunday, it will be celebrated on the Monday following the Holiday.

REGISTERED APPRENTICES

ALL APPRENTICES: Hourly terms as follows:

1st term: 0-1000 hrs	2nd term: 1001-2000 hrs	3rd term: 2001-3500 hrs
4th term: 3501-5000 hrs	5th term: 5001-6500 hrs	6th term: 6501-8200 hrs

APPRENTICES INDENTURED PRIOR TO 4/1/2021

Wages per hour at the following percentage of Journeyworker's wage:

1st	2nd	3rd	4th	5th	6th
40%	45%	50%	60%	70%	80%

Supplemental Benefits per hour worked:

Appr. 1st and 2nd term	\$ 11.95 plus 5.25% of wage paid
Appr. 3rd-6th term	\$ 26.76 plus 5.25% of wage paid

APPRENTICES INDENTURED AFTER 4/1/2021

Wages per hour at the following percentage of Journeyworker's wage:

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	70%	80%

Supplemental Benefits per hour worked:

Appr. 1st-3rd term	\$ 11.53 plus 5.25% of wage paid
Appr. 4th-6th term	\$ 23.52 plus 5.25% of wage paid

7-86

Elevator Constructor

05/01/2025

JOB DESCRIPTION Elevator Constructor

DISTRICT 5

ENTIRE COUNTIES

Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates

WAGES

Per hour worked: 07/01/2024

Elevator Constructor	\$ 58.98
Helper	47.18

SUPPLEMENTAL BENEFITS

Per hour:

\$ 39.185

*Add 6% of regular hourly rate for all hours worked.

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

REGISTERED APPRENTICES

850 hours terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50*	55%	65%	65%	70%	70%	80%	80%

*Zero benefits paid for first term.

Supplemental Benefits per hour:
\$ 39.185*

*Add 6% of regular hourly rate for all hours worked

5-27

Glazier	05/01/2025
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JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates

WAGES

Per hour: 07/01/2024

Glazier \$ 29.05

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 30.70

OVERTIME PAY

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

*Note - Or circumstances beyond the control of the employer.

HOLIDAY

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

REGISTERED APPRENTICES

1000 hour terms

Appr. 1st term:	\$ 18.00
Appr. 2nd term:	19.00
Appr. 3rd term:	20.00
Appr. 4th term:	21.00
Appr. 5th term:	22.00
Appr. 6th term:	23.00
Appr. 7th term:	24.00
Appr. 8th term:	25.00

Supplemental Benefits per hour:

Appr. 1st term	\$ 14.25
Appr. 2nd term	14.25
Appr. 3rd term	20.25
Appr. 4th term	20.25
Appr. 5th term	21.25
Appr. 6th term	21.25
Appr. 7th term	22.25
Appr. 8th term	22.25

5-677.1

Insulator - Heat & Frost	05/01/2025
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JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 7

ENTIRE COUNTIES

Livingston, Monroe, Ontario, Orleans, Steuben, Wayne, Yates

PARTIAL COUNTIES

Genesee: Only the Townships of Batavia, Bergen, Bethany, Byron, Elba, Leroy, Pavilion, Stafford, and the City of Batavia.

WAGES

Per hour: 07/01/2024

Asbestos Installer \$ 37.26
Insulation Installer

(On mechanical systems only) 37.26

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 25.26

OVERTIME PAY

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

*Triple time for Labor Day if worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, then the previous Friday shall be observed as the holiday.

REGISTERED APPRENTICES

WAGES: One (1) year terms at the following wage rates.

1st year	\$ 18.63
2nd year	22.36
3rd year	26.08
4th year	29.81
5th year	33.53

SUPPLEMENTAL BENEFITS per hour worked:

Appr. First 1000 Hours	\$ 12.67
Appr. Rest of 1st year	14.14
Appr. 2nd year	23.76
Appr. 3rd year	24.76
Appr. 4th year	24.76
Appr. 5th year	24.76

7-26

Ironworker

05/01/2025

JOB DESCRIPTION Ironworker

DISTRICT 5

ENTIRE COUNTIES

Chemung, Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Birdsall, Burns and Grove.

Genesee: Only the Townships of Batavia, Bergen, Bethany, Byron, Elba, LeRoy, Oakfield, Pavillion, Stafford.

Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall, Murray, and Village of Holley.

Schuyler: Only the Townships of Dix, Orange, Reading and Tyron.

Steuben: Only the Townships of Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Cohocton, Corning, Dansville, Erwin, Hornby, Lindley, Prattsburg, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, Woodhull.

Wayne: Only the Townships of Arcadia, Lyons, Macedon, Marion, Ontario, Palmyra, Sodus, Walworth, Williamson and Village of Newark.

Wyoming: Only the Townships of Castile, Covington, Middlebury, Perry.

WAGES

Per hour:	07/01/2024
Structural	\$ 33.75
Reinforcing	33.75
Ornamental	33.75
Fence Erector	33.75
Welder	33.75
Sheeter	34.00
Stone Derrick Man	33.75
Mach. Mov./Rigger	33.75
Precast Concrete Erector	33.75
Window/Curtainwall Erector	33.75
Pre-Engineered Building	33.75

SHIFT WORK

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply

10% for second shift work from 2:00PM - 7:00PM

15% for third shift work from 7:00PM - 12:00AM

When a single irregular shift is worked outside the standard workday with the start times based on second and third shifts, a 10% premium on hours worked applies.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 32.01

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

One year terms at the following rates.

1st.	2nd.	3rd.	4th.
\$21.50	\$23.50	\$25.50	\$27.50

Supplemental Benefits per hour:

Appr. 1st year	\$ 13.48
Appr. 2nd year	21.18
Appr. 3rd year	22.28
Appr. 4th year	23.38

5-33.1

Laborer - Building

05/01/2025

JOB DESCRIPTION Laborer - Building

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES

GROUP A: Basic Rate

GROUP D: Blaster

GROUP E: Powder Monkey

GROUP F: Air track drill, wagon drill and asphalt rakers

GROUP G: Chuck tender, all work on hanging or swinging scaffold, work at heights outside the building where safety lines and belts are required, boson's chair.

GROUP H: Jack hammers, mortar mixers, paving breakers, concrete vibrators operators other than in (J), Barco tampers, jumping jacks.

GROUP I: Pipe layers, burners and cutters for wrecking and demolition.

GROUP J: Concrete vibrators for architectural concrete.

GROUP K: Yardmen, Cleaning, Clean-up (not demolition related).

Per hour: 07/01/2024

Building Laborer:

Group A	\$ 31.07
Group D	32.40
Group E	31.94
Group F	31.47
Group G	31.27
Group H	31.37
Group I	31.37
Group J	31.51
Group K	28.22

New Chimney Work:

Base to 100 feet \$ 31.07

101 to 150 feet	31.32
151 to 200 feet	31.57
201 to 250 feet	31.82
251 and higher	32.07

Hazardous Waste & Asbestos removal \$1.50 over basic rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.37

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

1000 hour terms at the following wage.

Hazardous Waste & Asbestos removal \$1.50 over basic rate.

1st term	\$ 19.24
2nd term	21.24
3rd term	23.24
4th term	25.24

Supplemental benefits per hour worked:

Appr. 1st year	\$ 13.42
Appr. 2nd year	13.42
Appr. 3rd year	17.52
Appr. 4th year	23.37

5-435

Laborer - Heavy&Highway

05/01/2025

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES

GROUP A: Flagperson.

GROUP B: Basic rate, 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 steel mesh, Small generators for Laborer's tools, Installation of bridge drainage pipe, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw operator on asphalt paver, Water pump operators (1 1/2" & single Diaph.) Nozzle (asphalt, seeding, rubbing concrete & sandblasting), Laborers on chain link fence, Rock splitter & Power unit, Pusher type concrete saw, All other Gas, Electric, Oil and Air tool ops., Form setters, Stone or Granite curb setters, Relining of Existing Pipe.

GROUP C: All Rock or Drilling machine operators (Except Quarry master and Similar type), Acetylene torch operators, Powderman, Guniting nozzleman, Pipe layer, Wrecking laborer, Asphalt rakers (Top only).

GROUP D: Blasters.

Per hour:	07/01/2024
Heavy/Highway Laborer:	
Group A	\$ 32.96
Group B	33.66
Group C	33.86
Group D	34.69

Hazardous Waste \$1.50 over basic rate.

SHIFT WORK

There will be an additional \$1.75 for mandated night work. This amount is not subject to overtime premiums.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1000 hour terms at the following wage.

1st term	\$ 21.18
2nd term	23.18
3rd term	25.18
4th term	27.18

Supplemental benefits per hour worked:

Appr. 1st term	\$ 14.20
Appr. 2nd term	14.20
Appr. 3rd term	19.20
Appr. 4th term	25.30

5-435H

Laborer - Tunnel

05/01/2025

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES

GROUP A :Change House Man.

GROUP B :Miners and all Machine Men, Safety Miner, All Shaftwork and Caisson work, Pit/Dumpmen, Chuck tender, Brakeman, Powderman, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C :Blaster.

GROUP D :Hazardous/Waste Work.

Per hour:	07/01/2024
Tunnel Laborer:	
Group A	\$ 34.67
Group B	34.87
Group C	35.87
Group D*	38.87

*Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection before rate applies.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.27

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1000 hour terms at the following wage.

1st term	\$ 21.56
2nd term	23.56
3rd term	25.56
4th term	27.56

Supplemental benefits per hour:

1st term	\$ 13.92
2nd term	13.92
3rd term	18.17
4th term	24.27

5-435 T

Lineman Electrician

05/01/2025

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.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

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. Includes access matting for line work.

Per hour: 07/01/2024

Group A:

Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Welder, Cable Splicer	58.90

Group B:

Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	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." Includes access matting for line work.

Group A:

Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Cable Splicer	64.79
Certified Welder, Pipe Type Cable	61.85

Group B:

Digging Mach. Operator	53.01
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Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

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

Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	\$ 60.22
Crane, Crawler Backhoe	60.22
Cable Splicer	66.24
Certified Welder,	
Pipe Type Cable	63.23

Group B:	
Digging Mach. Operator	54.20
Tractor Trailer Driver	51.19
Groundman, Truck Driver	48.18
Equipment Mechanic	48.18
Flagman	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. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	\$ 61.41
Crane, Crawler Backhoe	61.41

Group B:	
Digging Mach. Operator	55.27
Tractor Trailer Driver	52.20
Groundman, Truck Driver	49.13
Equipment Mechanic	49.13
Flagman	36.85

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

SHIFT WORK

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 %

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Group A	\$ 30.90
	*plus 7% of the hourly wage paid

Group B	\$ 26.90
	*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, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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 Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90

*plus 7% of
the hourly
wage paid

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

6-1249a

Lineman Electrician - Teledata

05/01/2025

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).

	07/01/2024	01/01/2025
Cable Splicer	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 37.24	\$ 38.73
Groundman	\$ 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.

SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

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

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024	01/01/2025
Journeyworker	\$ 5.70	\$ 5.70
	*plus 3% of the hour wage paid	*plus 3% of the hour 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

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

05/01/2025

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.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

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.

Per hour: 07/01/2024

Group A:

Lineman, Technician	\$ 50.54
Crane, Crawler Backhoe	50.54
Certified Welder	53.07

Group B:

Digging Machine	45.49
Tractor Trailer Driver	42.96
Groundman, Truck Driver	40.43
Equipment Mechanic	40.43
Flagman	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.

SHIFT WORK

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%

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

Group A	\$ 30.90
	*plus 7% of the hourly

wage paid

Group B

\$ 26.90
*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, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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 Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90
*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

05/01/2025

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 includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour: 07/01/2024

Tree Trimmer	\$ 31.44
Equipment Operator	27.80
Equipment Mechanic	27.80
Truck Driver	23.15
Groundman	19.07
Flag person	15.00*

*NOTE-Rate effective on 01/01/2025 - \$15.50 due to minimum wage increase.

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Journeyworker
\$ 10.48
*plus 4.5% of
the hourly

wage paid

* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

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

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

05/01/2025

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES

Per Hour: 07/01/2024

Building:

Bricklayer \$ 34.31

Cement Mason 34.31

Plasterer 34.31

Stone Mason 34.31

Tuck Pointer 34.31

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 28.18

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1st, 2nd and 3rd term 1500 hours and 4th term 1525 hours at the following wage:

1st	2nd	3rd	4th
\$ 23.86	\$ 25.60	\$ 27.88	\$ 30.84

Supplemental Benefits per hour:

1st	2nd	3rd	4th
\$ 10.39	\$ 14.93	\$ 18.92	\$ 22.24

5-3B - Z1

Mason - Heavy&Highway

05/01/2025

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Cattaraugus: Entire county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

WAGES

Per hour: 07/01/2024

Heavy & Highway:

Cement Mason \$ 37.88

Bricklayer 37.88

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.53

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:

1500 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour:

1st term	\$ 14.53
2nd term	\$ 23.57
3rd term	\$ 23.81
4th term	\$ 24.05

5-3h

Mason - Tile Finisher

05/01/2025

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour: 07/01/2024

Building:

Marble, Slate, Terrazzo \$ 29.56
and Tile Finisher

SUPPLEMENTAL BENEFITS

Per hour: \$ 22.91

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1700 hrs for 1st and 2nd term, 1600 hrs for 3rd term at the following wage:

1st	2nd	3rd
\$ 23.49	\$ 24.50	\$ 26.65

Supplemental benefits per hour:

1st	2nd	3rd
\$ 7.89	\$ 12.15	\$ 15.27

5-3TF - Z1

Mason - Tile Setter

05/01/2025

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour: 07/01/2024
Building:
Marble, Slate, Terrazzo
and Tile Setter \$ 36.95

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.35

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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 wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 22.09	\$ 24.41	\$ 25.90	\$ 27.76	\$ 29.95	\$ 31.97	\$ 34.54	\$ 36.01

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 12.61	\$ 13.47	\$ 15.15	\$ 16.47	\$ 17.46	\$ 18.62	\$ 22.40	\$ 24.11

5-3TS - Z1

Millwright

05/01/2025

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:	07/01/2024	07/01/2025
		Additional
Millwright - Power Generation	\$ 45.00	\$2.50*

* To be allocated at a later date.

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 they are 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) is 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:

Journeyworker \$ 27.95*

*NOTE: Subject to OT premium

OVERTIME PAY

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

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 Journeyworker'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	\$ 11.89
Appr. 2nd year	23.14
Appr. 3rd year	24.74
Appr. 4th year	26.35

6-1163Power

Millwright

05/01/2025

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

Chemung, Cortland, Livingston, Monroe, Ontario, Orleans, Schuyler, Steuben, Tompkins, Wayne, Wyoming

WAGES

Per hour:	07/01/2024	07/01/2025 Additional
Building	\$ 36.20	\$ 2.25*
Heavy & Highway	39.70	2.25*

* To be allocated at a later date.

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 they are directed to perform Certified Welding.
- On Building projects, 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) is required, then that employee shall receive an additional \$1.50 per hour.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.
- 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:

Journeyworker	\$ 26.73
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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 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 Journeyworker'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 (Bldg)	1.50
Hazardous Waste (H/H)	2.00
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	22.28
Appr. 3rd year	23.76
Appr. 4th year	25.25

6-1163

Operating Engineer - Building

05/01/2025

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 7

ENTIRE COUNTIES

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES

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

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class 3.

CLASS A1*: All Cranes (A1 Includes Boom Trucks, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane**, Truck Crane, Whirlies).

CLASS 1: Air Tugger; All terrain telescoping material handler; Barber Green and similar type machines; Clamshell; Dragline Shovel and similar machines over three-eighths cu. yd. capacity (Factory rating); Carrier mounted Backhoes that swing 360 degrees; Big Generator Plant Hoist (on steel erection); Bridge Crane (all types); Caisson auger and similar type machine; Dredge; Excavator all purpose hydraulically operated; Forklift (with Factory rating of 15' or more of lift); Hoist (on steel erection); Hydraulic/Krupp Drill; Mucking Machines; Remote controlled Excavator with attachments (Brokk type or similar); Ross Carrier (and similar type); Three-Drum Hoist (when all three drums are in use).

CLASS 2: A-Frame Truck; Backfilling Machine; Backhoe (tractor mounted); Belt Crete (and similar type machines); Bituminous spreading machine (3/8 yd. capacity or less factory rating); Bulldozer; Carry-all type Scraper; Compressors (four (4) not to exceed 2000 CFM combined capacity) or (three (3) or less with more than 1200 CFM but not to exceed 2000 CFM); Concrete Mixer; Concrete Placer; Concrete Pump; Mini Locomotives (all types); Elevating Grader; Elevator; Fine Grade and Finish Rollers; Fine Grade Machines (all kinds); Forklift with factory rating of less than 15' of lift; Front End Loader; Guniting Pumping Machine; High Pressure Boiler; Hoist (1 or 2 drums); Maintenance Engineer (Mechanic); Mechanical Slurry Machine (all kinds); Mega Mixers and similar type machines; Motor Grader; Pavement Grinder; Post Hole Digger; Pumps (regardless of motive power) no more than four (4) in number not to exceed twenty (20) inches in total capacity (not to include single electric pumps up to and including four (4) inches); Shot Crete Pumping Machine; Side Boom; Tractor; Skid Steer Loader (including attachments); Stoner Crusher; Tournadozer and similar types; Tournapull and similar types; Trenching Machines; Welder; Well Drill; Well Point System.

CLASS 3: Compressors - any combination (Not to exceed three (3) pieces of equipment or not to exceed 1200 CFM combined capacity); Fireman; Longitudinal Float; Mechanical Heater; Pumps (regardless of motive power, no more than three (3) in number, not to exceed twelve (12) inches total capacity); Roller (fill and grade); Rubber Tired Tractor; Welding Machine (except gas driven up to 300 amp); Mechanical Conveyor (over 12 ft. in length); Junior Engineers/Oilers.

Per hour:	07/01/2024	07/01/2025
CLASS A1*	\$ 45.71	\$ 47.64
CLASS 1	41.21	43.14
CLASS 2	40.41	42.34
CLASS 3	37.71	39.64

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

(*) TONNAGE PREMIUMS:

All cranes up to 64 tons capacity - A1 rate

All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50
All cranes 111 ton to 199 ton capacity - A1 rate plus \$ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00
All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

(**) Tower Cranes - A1 rate plus \$2.50 (no tonnage premiums)

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 34.51	\$ 35.61
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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

REGISTERED APPRENTICES

WAGES: One year terms at the following percentage of the Journeyworker's wage listed below.

1st year	60% of CLASS 3 rate
2nd year	65% of CLASS 3 rate
3rd year	75% of CLASS 2 rate
4th year	80% of CLASS 1 rate

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS

per hour: Same as Journeyworker

7-158-832B

Operating Engineer - Building - Excavating & Paving

05/01/2025

JOB DESCRIPTION Operating Engineer - Building - Excavating & Paving

DISTRICT 7

ENTIRE COUNTIES

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES

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

NOTE: The following rates apply to "Site Work" which may include site preparation, grading, underground work, athletic fields, paving, skateboard parks and all other work outside the footprint of any building.

This wage schedule does not cover Hazardous Waste Removal work, See Heavy/Highway schedule (7-158-832H)

CLASS A: All terrain Telescoping Material Handler; Asphalt Paver; Automatic Fine Grader; Backhoe (except tractor mounted-rubber tired); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Cherry Picker (over 5 ton capacity); Crane; Cranes and Derricks (steel erection); Dragline; Dual Drum Paver; Excavator (all purpose-hydraulically operated); Front End Loader (4 cu. yd. and over); Hoist (two or three drum); Hydro-Axe; Hydraulic/Krupp Drill; Pile Driver; Power Grader (with elevating loader attachment); Quarry Master (or equivalent); Remote controlled Excavator with attachments; Shovel; Slip Form Paver (if a second man is needed, he shall be an Oiler); Tractor Drawn Belt-Type Loader; Truck Crane; Tunnel Shovel.

CLASS B: Articulated off-road Material Hauler; Backhoe (tractor mounted-rubber tired); Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Boring Machine; Cage Hoist; Central Mix Plant (non-automated) and all Concrete Batching Plants; Cherry Picker (5 tons and under); Compressor (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Paver (over 16'); Concrete Pump; Crusher; Drill Rigs (tractor mounted); Front-end Loader (under 4 cu. yd.); Hi-pressure Boiler (15 lbs. and over); Hoist (one drum); 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); Maintenance Engineer; Maintenance Grease Man; Mechanical Slurry Machine; Mixer for stabilized base (self-propelled); Monorail Machine; Plant Engineer; Power Broom; Power Grader; Pump Crete, Ready Mix Concrete Plant; Road Widener; Roller (all above sub-grade); Side Boom; Skid Steer Loader (including attachments); Tractor Scraper; Tractor with Dozer and/or Pusher; Trencher; Vacuum Truck; Winch.

CLASS C: Compressors (4 not to exceed 2,000 c.f.m. combined capacity) or (3 or less with more than 1,200 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, Welding Machines (four of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point Systems; Farm Tractor with accessories; Fine Grade Machine; Fork Lift; Guniting Machine; Hammers (Hydraulic self-propelled); Locomotive; Post Hole Digger and Post Driver; Pumps (regardless of motive power, not more than 4 in number not to exceed 20" in total capacity); Submersible Electric Pumps (when used in lieu of well Points); Tractor with towed accessories; Vibrator Compactor; Vibro Tamp; Well Point.

CLASS D: Compressor (any size, but subject to other provisions for compressors), Dust Collectors, Generator, Welding machines (three or less of any type or combination); Concrete Mixer (16' and under); Concrete Saw (self-propelled); Form Tamper; Mulching Machine; Power Heaterman; Pumps (regardless of motive power no more than 3 in number not to exceed 12" in total capacity); Revinus Widener; Steam Cleaner; Tractor.

CLASS E: Junior Engineer/Oiler

Per hour:	07/01/2024	07/01/2025
CLASS A	\$ 39.27	\$ 41.26
CLASS B	38.80	40.79
CLASS C	38.11	40.10
CLASS D	34.62	36.61
CLASS E	33.39	35.38

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 34.15	\$ 35.26
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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

7-158-832BEX

Operating Engineer - Heavy&Highway

05/01/2025

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES

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

NOTE:

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1*: All Cranes that require a NYS Crane License (Boom Truck, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Crane (including self erecting)** , Truck Crane).

CLASS 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); Blacktop Roller; Bulldozer (being operated with active GPS); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Cranes - Listed in A1 that do not require a NYS Crane License; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & 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); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Scraper; Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Backhoe (tractor mounted, rubber tired); Bituminous Recycler Machine; Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini-Excavator (under 18,000lbs); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler/Milling Machine (105 h.p. and under); Plant Engineer; Prentice Loader; 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 Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s.

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors***; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors***; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Fork Lift; Form Tamper; Generators***; Grout Pump; Gunit Machine; Hammers (hydraulic self-propelled); Heaters***; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants***; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps***; Revinus Widener; Roller (subgrade & 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 Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines***; Well Point.

***CLASS C NOTE: Considered Hands-Off(unmanned). Includes only operation and maintenance of the equipment.

Per hour:	07/01/2024	07/01/2025
CLASS A1*	\$ 55.96	\$ 58.38
CLASS A	52.96	55.38
CLASS B	52.25	54.68
CLASS C	49.39	51.81

(*) TONNAGE PREMIUMS:

All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50
All cranes 111 ton to 199 ton capacity - A1 rate plus \$ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00
All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

(**) Tower Cranes - A1 rate plus \$3.00 (no tonnage premiums apply)

- Cranes in Luffer Configuration - A1 rate plus \$ 5.00.
- Cranes with external ballast (Tray or Wagon) - A1 rate plus \$ 5.00.

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SHIFT WORK

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.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 34.93	\$ 36.03
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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 a holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES: (1000) hour terms at the following percentage of Journeyworker's CLASS B wage.

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

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832H

Operating Engineer - Survey Crew**05/01/2025**

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.

07/01/2024

Party Chief	\$ 50.65
Instrument Person	46.54
Rod Person	34.55
Additional \$3.00/hr. for Tunnel Work	
Additional \$2.50/hr. for Hazardous Work Site	

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 29.75
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OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE

*Note: \$25.10/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:

07/01/2024

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.53 / PHP \$18.45
1001-2000	24.55 / " 20.45
2001-3000	27.58/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer**05/01/2025**

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.

07/01/2024

Party Chief	\$ 50.65
Instrument Person	46.54
Rod Person	34.55

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 \$ 29.75

OVERTIME PAY

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

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2024

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.53 / PHP \$18.45
1001-2000	\$ 24.55 / " 20.45
2001-3000	\$ 26.98 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

05/01/2025

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); Scarifer (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 Inserter (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); Revinus Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour:	07/01/2024	07/01/2025
CLASS A	\$ 55.91	\$ 58.44
CLASS B	54.69	57.22
CLASS C	51.90	54.43
CLASS D	48.89	51.42

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.

CRANES:

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 59.91	\$ 62.44
Crane 2	58.91	61.44
Crane 3	57.91	60.44

SUPPLEMENTAL BENEFITS

Per hour:	\$ 25.05	\$ 25.90
	+ 9.85*	+ 10.10*

* 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

NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyworker's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

Painter

05/01/2025

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.

Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.

Livingston: Only the Townships of North Dansville, Nunda, Ossian,Portage, Sparta, Spring Water and West Sparta.

Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville,Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

WAGES

Per hour:	07/01/2024	05/01/2025 Additional	05/01/2026 Additional
Basic Rate (Brush & Roll)	\$ 31.37	\$ 1.93	\$ 1.93
Spray painting, wallcovering	31.37	1.93	1.93
Abrasive and hydroblasting	31.37	1.93	1.93
Taping/DryWall Finisher	32.86	2.13	2.13
Skeleton Steel*	32.12	1.93	1.93

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks and cranes.

SUPPLEMENTAL BENEFITS

Per hour:

Basic Rate (Brush & Roll)	
Spray painting, wallcovering	
Abrasive and hydroblasting and	
Skeleton Steel	\$ 28.21
Taping/Drywall Finisher	\$ 27.82

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

* Note - Saturday is 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

REGISTERED APPRENTICES

Wages per hour:

Painter/Decorator: 750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

Taper/Drywall Finisher: 750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 3.35	\$ 5.35	\$ 6.35	\$ 6.85	\$ 7.35	\$ 7.85	\$ 8.35	\$ 8.60

3-4-Buf, Nia, Olean

Painter	05/01/2025
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JOB DESCRIPTION Painter

DISTRICT 5

ENTIRE COUNTIES

Monroe, Wayne, Yates

PARTIAL COUNTIES

Livingston: Only the Townships of Geneseo, Conesus, Caledonia, York, Avon, Lima, Leicester, Livonia, Mount Morris and Groveland.
Ontario: Entire county except the Township and City of Geneva.

WAGES

Per hour 07/01/2024

Base	\$ 27.00
Spray	27.60
Sandblast	27.75
Wall Covering	27.30
Drywall:Taper-Finisher	28.56

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	
Taper-Finisher	\$ 25.84
Journeyman All others	26.35

OVERTIME PAY

Exterior work only See (B,E4,F*,R) on OVERTIME PAGE.

All other work See (B,F*,R) on OVERTIME PAGE.

* Note - Saturday is 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

REGISTERED APPRENTICES

Apprentices - Painter/Decorator:750 hour terms:

1A	1B	2A	2B	3A	3B	4A	4B
\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00

Apprentices - Taper/Drywall: 750 hour terms:

1A	1B	2A	2B	3A	3B
\$ 18.25	\$ 19.25	\$ 20.25	\$ 21.25	\$ 22.25	\$ 23.25

Supplemental Benefits per hour:

Painter

1A	\$4.25
1B	4.50
2A	4.75
2B	5.00
3A	5.25
3B	5.50
4A	5.75
4B	6.00

Drywall: Taper-Finisher

1A	\$6.45
1B	7.20
2A	7.95
2B	8.70
3A	9.45
3B	10.20

5-150

Painter	05/01/2025
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JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2024	05/01/2025 Additional	05/01/2026 Additional
Bridge	\$ 43.81	\$ 2.50	\$ 2.50
Tunnel	43.81		
Tank*	41.81		

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.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour:
\$ 31.39

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

*Note - Saturday is 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

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 6.60	\$ 6.95	\$ 7.30	\$ 7.65	\$ 8.00	\$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

05/01/2025

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

	07/01/2024
Metal Polisher	\$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

*Note: Applies to New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Journeyworker:
All classification \$ 12.79

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, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

07/01/2024

1st year	\$ 19.67
2nd year	21.63
3rd year	23.60
1st year*	\$ 22.06
2nd year*	22.07
3rd year*	24.14
1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plumber

05/01/2025

JOB DESCRIPTION Plumber

DISTRICT 5

ENTIRE COUNTIES

Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Alfred, Almond, Andover, Birdsall, Burns, Grove, Independence, that portion of Scio which lies east of RT. 19, Ward, Wellsville, W. Almond and Willing

Genesee: Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion and Stafford.

Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall and Murray.

Seneca: Only the Townships of Fayette, Junius, Ovid, Romulus, Seneca Falls, Tyre, Varick and Waterloo.

Steuben: Only the Townships of Avoca, Cameron, Canisteo, Cohocton, Dansville, N. Dansville, Freemont, Greenwood, Hartsville, City of Hornell, Hornelsville, Howard, Jasper, Pulteney, Prattsburg, Rathbone, Troopsburg, Tuscarora, W. Union, Wayland, Wheeler and Woodhull.

Wayne: Only the Townships of Arcadia (Newark), Galen (Clyde), Huron, Macedon, Marion, Lyons, Ontario, Palmyra, Rose, Sodus, Walworth and Williamson.

WAGES

Per hour 07/01/2024

Plumber	\$ 38.18
Steamfitter	38.18

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.63

NOTE-\$ 5.50 of this amount must be paid at the same premium as the wage for overtime hours.

OVERTIME PAY

See (*Q) on OVERTIME PAGE

Site work & New const. See (B*, E,E2,Q)on OVERTIME PAGE.

All other work See (B*, E, Q)on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

One year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.
45%	50%	59%	66%	75%

Supplemental Benefits per hour:

1st year	\$ 8.30
2nd year	10.87 *
3rd year	11.99**
4th year	13.05***
5th year	15.05****

*NOTE-2nd year \$0.83 of this amount must be paid at the same premium as the wage for overtime hours.

**NOTE-3rd year \$1.10 of this amount must be paid at the same premium as the wage for overtime hours.

***NOTE-4th year \$1.49 of this amount must be paid at the same premium as the wage for overtime hours.

****NOTE-5th year \$2.64 of this amount must be paid at the same premium as the wage for overtime hours.

5-13-SF

Roofer	05/01/2025
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JOB DESCRIPTION Roofer

DISTRICT 5

ENTIRE COUNTIES

Livingston, Monroe, Ontario, Wayne, Yates

WAGES

Per hour: 07/01/2024

Roofer	\$ 33.84*
Waterproofing	33.84*

*When working on a roofing project requiring an individual to be a Licensed Asbestos Handler:
Add \$3.00 to base rate when Licensed Asbestos Handler is doing removal.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.46

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

1000 hour terms:

1st.	2nd.	3rd.	4th.
\$ 23.00	\$ 24.00	\$ 25.00	\$ 26.00

Supplemental Benefits per hour for apprentices:

1st term	\$ 11.24
2nd term	16.74
3rd term	17.24
4th term	17.74

5-22

Sheetmetal Worker	05/01/2025
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JOB DESCRIPTION Sheetmetal Worker

DISTRICT 5

ENTIRE COUNTIES

Livingston, Monroe, Ontario, Seneca, Wayne, Yates

WAGES

Per hour:

Sheetmetal Worker	07/01/2024	05/05/2025 Additional	05/04/2026 Additional	05/03/2027 Additional	05/01/2028 Additional
	\$ 40.87	\$ 2.41	\$ 2.51	\$ 2.56	\$2.64

To include metal standing seam roofing, flashing and gravel stop.

SHIFT WORK

Work from 4:00pm to 12:30am**

\$ 46.59

Work from 12:00am to 8:30am**

\$ 49.04

**Applies when shift work is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 28.46

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

(1) year terms at the following rates.

1st.	2nd.	3rd.	4th.	5th.
19.03	21.97	24.41	28.15	33.08

Supplemental Benefits per hour:

1st.	2nd.	3rd.	4th.	5th.
\$ 11.45	\$ 14.79	\$ 17.94	\$ 19.78	\$ 23.23

5-46

Sprinkler Fitter	05/01/2025
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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 07/01/2024

Sprinkler \$ 42.00
 Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 28.82

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
\$ 20.03	\$ 22.26	\$ 24.24	\$ 26.46	\$ 28.69	\$ 30.91	\$ 33.14	\$ 35.37	\$ 37.59	\$ 39.82
Supplemental Benefits per hour									
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.18	\$ 20.90	\$ 20.90	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15
									1-669

Teamster - Building / Heavy&Highway	05/01/2025
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JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Chemung, Livingston, Monroe, Ontario, Schuyler, Wayne

PARTIAL COUNTIES

Genesee: Only in the townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavilion, Leroy, Stafford, and Bergen.

Orleans: Only in the townships of Gaines, Carlton, Barre, Kendall, Murray, Clarendon, and Albion.

Steuben: Only the Townships of: Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Corning, Erwin, Hornby, Howard, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, and Woodhull.

Tioga: Only from Nichols/Smithboro towards the City of Elmira (west).

Wyoming: Only in the townships of Attica, Orangeville, Wethersfield, Eagle, Genesee Falls, Castile, Ganesville, Perry, Warsaw, Middlebury, Covington, and Pike.

WAGES

*NOTE - THIS RATE APPLIES ONLY TO MILLING OPERATIONS (ASPHALT or CONCRETE) WHEN MATERIALS ARE TO BE REMOVED FROM THE PROJECT SITE.

Per hour:	07/01/2024	07/01/2025	07/01/2026
Teamster - Mill Rate	\$ 26.00	\$ 27.50	\$ 28.50

SUPPLEMENTAL BENEFITS

Per hour:			
Journeyworker	\$ 12.72	\$ 12.96	\$ 13.17

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

7-118-Mill

Teamster - Building / Heavy&Highway	05/01/2025
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JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Chemung, Livingston, Monroe, Ontario, Schuyler, Wayne

PARTIAL COUNTIES

Genesee: Only in the townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavilion, Leroy, Stafford, and Bergen.

Orleans: Only in the townships of Gaines, Carlton, Barre, Kendall, Murray, Clarendon, and Albion.

Steuben: Only the Townships of: Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Corning, Erwin, Hornby, Howard, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, and Woodhull.

Tioga: Only from Nichols/Smithboro towards the City of Elmira (west).

Wyoming: Only in the townships of Attica, Orangeville, Wethersfield, Eagle, Genesee Falls, Castile, Ganesville, Perry, Warsaw, Middlebury, Covington, and Pike.

WAGES

GROUP #1: Warehousemen*, Yardmen*, Truck helpers, Pickups, Panel trucks, Flatboy material trucks (straight jobs), Single Axle dump trucks, Dumpsters, Material Checkers/Receivers*, Greasers, Tiremen, Mechanics Helpers/Parts Chasers.

GROUP #2: Tandems and Batch Trucks, Mechanics.

GROUP #3: Semi-trailers, Low-Boy trucks, Asphalt distributor trucks, and Agitator, Mixer trucks and Dumpcrete type vehicles, Truck mechanic, Fuel trucks.

GROUP #4: Articulated off-road material hauler, Specialized earth moving equipment, Euclid type, or similar off-highway equipment, where not self-loaded, 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-loaded.

*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour:	07/01/2024	07/01/2025	07/01/2026
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GROUP #1	\$ 29.17	\$ 31.39	33.59
GROUP #2	29.22	31.44	33.64
GROUP #3	29.27	31.49	33.69
GROUP #4	29.42	31.64	33.84
GROUP #5	29.57	31.79	33.99

Additional \$1.50 per hour for hazardous waste removal work on a City, County, State and/or Federal Designated waste site and regulations require employee to use or wear personal protection.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 27.17	\$ 27.77	\$ 27.94
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

7-118

Welder

05/01/2025

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 07/01/2024

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
- (B3) Time and one half of the hourly rate after 40 straight 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 12226

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

☐

Fuel Delivery

☐

Guards, Watchmen

☐

Janitors, Porters, Cleaners,
Elevator Operators

☐

Moving furniture and
equipment

☐

Trash and refuse removal

☐

Window cleaners

☐

Other (Describe)

9. Does this project comply 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://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 05/13/2025

Article 8

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	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
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 GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
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	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
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	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
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	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027

NYSDOL Bureau of Public Work Debarment List 05/13/2025

Article 8

DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
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	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026

NYSDOL Bureau of Public Work Debarment List 05/13/2025

Article 8

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	11/15/2022	11/15/2027
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	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
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	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
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	11/15/2022	11/15/2027
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		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
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

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DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
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	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
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	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
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 ALLEN TOWN PA 18104	09/17/2020	09/17/2025

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DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
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	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****4772	R. W. LOBDELL CONTRUCTION, INC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
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
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
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	NYC	*****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	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029

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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
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
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 CONSTRUCTION	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		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
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 CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

SPECIFICATIONS

SECTION 01 10 00 – 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.

1.3 PROJECT INFORMATION

- A. Project Identification: Demolition of 1 Price Street, Nunda, NY 14517. The building has been condemned as structurally unsound. No Asbestos survey has been conducted for the building. All generated debris is to be disposed of as Regulated Asbestos Containing Material (RACM) in accordance with 12 NYCRR Part 56-11.5 (NYSDOL Controlled Demolition with Asbestos in Place Procedures).
- B. Owner: Livingston County Land Bank Corporation
6 Court Street – Room 305
Geneseo, NY 14454
- C. Architect/Engineer: LiRo Engineers, Inc.
85 Allen Street
Rochester, NY 14608

1.4 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 for asbestos abatement, regulated materials remediation and demolition. This demolition project shall be conducted as per 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. Preparation of a Project Specific Health and Safety Plan which shall be prepared by a Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH).
4. Installing Temporary Perimeter Construction Fencing
5. Providing Temporary Utilities to perform the work.
6. Verify and perform utility terminations and coordinate with public and private agencies regarding the completion of all terminations in accordance with agency regulations.
7. Protection of Utilities to Remain.
8. Pedestrian and Traffic Control.
9. Temporary Dewatering as needed.

C. Type of Contract

1. Project will be completed 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 adjacent 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 Owner

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). 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, who can demonstrate a minimum 5-year history supervising asbestos abatement work similar to this project under NYSDOL codes, rules, and regulations.
- C. The low bid Prime Contractor must demonstrate a minimum of 5 years of experience and the completion of 2 projects of similar scope. 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. All 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 Engineer and Project Monitor.
- 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.

SECTION 01 29 00 - 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. All Division 2 and Division 3 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. 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

- 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. Owner's Representative 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. Waivers of Lien: Complete and submit waivers of Lien forms and submit with each Payment Application.
- F. 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.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Copies of permits.
 5. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 6. Certificates of insurance and insurance policies.
 7. Performance and payment bonds.

- G. 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. Updated final statement, accounting for final changes to the Contract Sum.
 3. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 4. Affidavit and Final Waiver of Claims and Liens and Release of Rights.
 5. AIA Document G707, "Consent of Surety to Final Payment."
 6. Evidence that claims have been settled, if applicable.
 7. Final liquidated damages settlement statement, if applicable.
 8. A fully executed "Affirmation of Income Payments to MBE/WBE and/or SDVOB" Form for each MWBE and/or SDVOB sub-contractor utilized on the project. An electronic copy of the form can be found at the below web path:
<https://hcr.ny.gov/system/files/documents/2019/02/affirmationofincomepayments.pdf>

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 01 29 77 - 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 Paragraphs 1.3 and 1.4 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 ABATEMENT AND DEMOLITION OF 1 PRICE STREET, NUNDA, NY 14517

- A. Work shall include all bonding, insurance, permit fees, labor, material, tools, equipment, supervision, handling and disposal costs from asbestos abatement, regulated materials removal, demolition, backfilling, site clearing, site grading and seeding. More specifically, bid work includes all work defined in the Contract Manual and on the Project Drawings. In general, work included in the individual bid items includes, but is not limited to the following:
 - a. Base Bid
 - 1. Mobilization/Demobilization
 - 2. Insurance coverage, bonding and all permit costs
 - 3. Providing temporary utilities to perform the work
 - 4. Verify and perform utility terminations and coordinate with public and private agencies regarding the completion of all terminations in accordance with agency regulations
 - 5. Protection of utilities to remain
 - 6. Pedestrian and traffic control
 - 7. Installation, maintenance and removal of temporary construction/snow fencing
 - 8. Demolition of all structures to 3 feet below surrounding grade
 - 9. Backfilling
 - 10. Restoration, grading and seeding of areas backfilled and/or damaged as a result of the Contract Work
 - 11. Temporary dewatering as needed.

1.4 MEASUREMENT AND PAYMENT

- A. Measurement: These items are on a lump sum price basis.
- B. Payment: The lump sum bid for these items shall be payment in full for all work detailed in section 1.3 above which is broken down into the following work elements.

Item No.	Description
Base Bid - Controlled Demolition of Structures located at 1 Price Street	
B1.1	Permits, Insurance and Bonding
B1.2	Contract Management and Support Services
B1.3	Mobilization and Demobilization
B1.4	Demolition
B1.5	Site Clearing and Grubbing
B1.6	Backfilling, Grading and Restoration

END OF SECTION 01 29 77

SECTION 01 31 19 - 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 "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-work 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 19

SECTION 01 33 00 - 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 1 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. All Division 2 and Division 3 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 the submittal transmittal cover sheet provided at the end of this section. 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 acceptable to 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. Action Submittals: Submit an electronic copy and up to three (3) paper copies of each submittal, unless otherwise indicated through the Construction Manager.
 - 2. Informational Submittals: Submit an electronic copy and up to three (3) paper copies of each submittal, unless otherwise indicated.
 - 3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division I Section "Closeout Procedures."
 - 4. 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.
- 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. Application for Payment: Comply with requirements specified in Division I Section "Payment Procedures."
- D. Schedule of Values: Comply with requirements specified in Division I Section "Payment Procedures."
- E. 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.
- F. 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.

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.

END OF SECTION 01 33 00

SECTION 01 35 29 - 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. The Health and Safety Plan shall be prepared by a Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH). The plan shall be signed and sealed by the CSP or CIH and include copies of the preparer's certifications.**
- C. 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 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 five (5) years of 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).
- C. 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. 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. 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 (overalls and long-sleeved jacket; coveralls; one or 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.
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 coveralls).
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 the proper level of personnel protective equipment, 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. The Contractor's AMP shall include documentation air monitoring to ensure that adequate PPE is being used.

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.

1.16 EMERGENCY EQUIPMENT AND FIRST AID REQUIREMENTS

A. Communications

Emergency numbers, such as police, sheriff, fire, ambulance, hospital, poison control, NYSDEC, EPA, NYSDOH, and utilities, applicable to this site shall be prominently posted at the site. 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. 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.

B. 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.

C. 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.

D. 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:

E. Master Telephone List

The Contractor shall establish and post prominently at the field office a Master Telephone List. The list will have telephone numbers of all supervisory level project personnel and emergency services including hospital, fire, police, and utilities.

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

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. 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."

CONTROLLED DEMOLITION OF
1 PRICE STREET
NUNDA, NY 14517

July 2025

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 01 35 29

SECTION 01 50 00 - 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 Sections.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum 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: Water service is not available at the Site. The Contractor shall be responsible for provision of sufficient water to implement the contract work. The Contractor shall pay all permit fees and 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 at each phase of the work.
 - 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. 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.

2.2 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. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction. Prevent service from freezing. Fire hydrant access may not be available at every building. The Contractor shall provide water, holding tanks and distribution as necessary to facilitate the work.
- B. 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.
- C. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- D. 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.
- E. Telephone Service: Wired telephone service is not required.
 - 1. Provide superintendent with cellular telephone to enable contact with the superintendent.
- F. Comply with all OSHA Standards and Regulations.

3.3 SUPPORT FACILITIES INSTALLATION

- A. 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.

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.
- 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 01 50 00

SECTION 01 57 15 - 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 01 57 15

SECTION 01 57 19 - 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. Section 02 41 16 "Structure Demolition"
 - 2. Section 02 81 00 "Waste Characterization, Removal and Disposal"
 - 3. Section 02 82 13 "Asbestos Removal"
 - 4. Section 02 83 00 "Lead Management"

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.

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 01 57 19

SECTION 01 74 13 - 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 01 74 13

SECTION 01 77 16 - 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.

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. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, and similar final record information.
 - 3. Terminate and remove temporary facilities from Project site, along with construction tools and similar elements.
 - 4. Complete final cleaning requirements.
- 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.
- 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.

PART 2 - PRODUCTS

NOT USED

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 of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Remove snow and ice to provide safe access to building.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Division 1 Section "Construction Waste Management."

END OF SECTION 01 77 16

SECTION 02 41 16 - STRUCTURE DEMOLITION

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. The Work shall cover the demolition of all structures located at 1 Price Street , Nunda, NY 14517 in accordance with 12 NYCRR 56-11.5 (NYSDOL Controlled Demolition with Asbestos in Place).
- B. The structures contain asbestos-containing materials. All asbestos-containing materials are to be handled and disposed of in accordance with all applicable codes, rules and regulations.
- C. Demolition, removal and disposal of all building, building contents, building foundations (to 3 feet below grade), concrete slabs, porches, patios, walkways and driveways, unless otherwise indicated in the Contract Drawings.
- D. Disconnection, capping and sealing, and abandoning in place of site utilities (i.e. water, gas, electric, sewer, telephone).

1.02 RELATED SECTIONS:

- A. Section 02 81 00 – Waste Characterization, Removal and Disposal
- B. Section 02 82 13 - Asbestos Remediation
- C. Section 02 83 00 - Lead Management
- D. Section 31 23 00 - Excavation and Fill
- E. Section 32 92 00 – Topsoil, Seeding and Mulch

1.03 SUBMITTALS:

- A. Quality Control Submittals:
 - 1. *Work Plan:* For information only, submit one copy of the Work Plan required under Quality Assurance (see Part 1.04 of this Section).

1.04 QUALITY ASSURANCE

- A. Permits: Before the start of the work, obtain all permits required by Federal, State, and local jurisdictions for all phases and operations of the Work.
- B. Work Plan: Before the start of the Work, prepare and submit for approval, a detailed Work Plan.
 - 1. The Work Plan shall include, but not be limited to, detailed outline of intended demolition (Including sequence of demolition and removals), erosion and sediment control as well as disposal procedures.

2. The Work Plan will not relieve the Contractor of complete responsibility for the successful performance of the Work in accordance with all applicable Federal, State, and local codes and restrictions.

1.05 PROJECT CONDITIONS:

- A. Existing Paint: Lead-Based Paint is assumed to be present at the structures to be demolished. The Contractor shall take all precautions as required to ensure protection of workers and prevent spread of lead containing particles and dust. All contract work shall be conducted in accordance with applicable federal, state and local requirements including OSHA 29 CFR 1926.62 (lead in construction standard).
- B. Asbestos Containing Materials (ACM): The site structures are assumed to contain ACM. All generated waste shall be managed as regulated asbestos containing material in accordance with 12 NYCRR 56-11.5 (NYSDOL Controlled Demolition with Asbestos in Place).
- C. Verify the location and status of all utilities within the contract limit line.
 1. Prior to beginning demolition verify that all utilities serving the buildings to be demolished have been disconnected.
 2. Coordinate utility abandonment and disconnects with owner of utility.
- D. Recycle demolition debris to the extent possible.
- E. Burning is prohibited.
- F. The use of explosives is prohibited.
- G. The Owner assumes no responsibility for buildings and structures to be demolished.
 1. Conditions existing at the time of pre-bid inspection will be maintained by Owner as possible.

1.06 ASBESTOS-CONTAINING BUILDING MATERIALS:

- A. Testing and Analysis:
 1. Asbestos sampling was not conducted at the property which has been condemned as structurally unsound.

PART 2 - PRODUCTS

2.01 FILL WITHIN DEMOLISHED BUILDING FOUNDATIONS:

- A. See Specification Section 31 23 00 (Excavation and Fill) and Section 32 92 00 (Topsoil, Seeding and Mulch).

PART 3 - EXECUTION

3.01 PREPARATION:

- A. Enclose work area with, at minimum, construction grade temporary fencing.

3.02 DEMOLITION:

- A. Demolish all structures on the designated properties, including all contents. Demolition shall also include removal of all driveways, walkways, porches, foundations (to a depth of 3 feet below existing adjacent grade), mechanical systems, debris and miscellaneous components in or adjacent to the structures.
- B. Perform the Work in a systematic manner.
- C. Perform demolition in a systematic manner, beginning at the top of the structure and proceeding to lowest basement floor. Complete demolition above each floor level before disturbing supporting members on lower levels.
- D. Wet down masonry and plaster materials prior to and during demolition to prevent spread of dust and dirt. Sprinkle debris, and use temporary enclosures as necessary to limit dust to lowest practicable level. Do not use water to extent causing flooding, contaminated runoff, or icing.
- E. Do not place demolition equipment in buildings where it will create excessive loads on supporting walls, floors, and frames. Promptly remove accumulated debris and materials.
- F. Remove floors over basement construction and remove on-grade slabs.
- G. Remove basement foundation walls, slabs and footings to a minimum depth of 3 feet below adjacent grade.
- H. Remove walks, roads, pavements, curbs, slabs on grade, plants and shrubs, and appurtenances within work limits, unless shown or directed otherwise.

3.03 DISPOSAL

- A. Remove demolition debris and excess fill from the site as soon as practicable.
- B. Transport demolition debris and excess fill to approved disposal area as soon as practicable.
- C. Do not store, sell, or burn materials on State property.

3.04 BACKFILLING AND GRADING

- A. See Specification Section 31 23 00 (Excavation and Fill).

END OF SECTION 02 41 16

SECTION 02 81 00 – 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 generated from the Contract Work. This includes the collection of waste characterization samples as necessary to facilitate the disposal and/or recycling of all generated wastes.
- B. The Contractor is responsible for choosing appropriate treatment/recycling/disposal facilities and identifying those facilities to the Owner's Representative. 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 Owner's Representative.
- 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, metal-contaminated materials, petroleum products, PCB-containing materials, and 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, Owner's Representative 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.

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 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 1.5 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 Owner.
 3. Final manifests and documents must be provided to the Owner within 30 days of the removal of contaminated materials from the Site by the waste hauler or as required for the applicable regulations.

1.5 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. The 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. Miscellaneous paint products, oils, lubricants, fuels, cleaning supplies and other various unknown chemical products, etc.;
 7. Computers, electrical panels and smoke detectors.
- B. The Contractor shall develop all applicable waste manifests, shipping papers, profile sheets, land ban forms and any other documentation and coordinate with the Owner's Representative 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.

16 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.
- 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 Owner's Representative.
- 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 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. 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.
- F. 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 02 81 00

SECTION 02 82 13 – ASBESTOS ABATEMENT

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. This asbestos abatement Project will include the Controlled Demolition with Asbestos In Place as per 12 NYCRR Part 56-11.5 of all structures located at 1 Price Street, Nunda, NY 14517. The building has been condemned as structurally unsound. No Asbestos survey has been conducted for the building. All generated debris is to be disposed of as Regulated Asbestos Containing Material (RACM) in accordance with 12 NYCRR Part 56-11.5.
- B. 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.
- C. 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.
- D. The Contractor is required to ensure cooperation of its personnel with the 3rd party asbestos project monitor and air sampling technician.

1.2 SPECIAL JOB CONDITIONS:

- A. Any special job conditions are described below:
 - 1. The Contractor shall receive approval for all variances from the Engineer prior to requesting such variance from NYSDOL. The Engineer retains the right to reject any variance petition which in the sole opinion of the Owner's Representative puts additional burden on the owner, the Engineer, or the project monitor.

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.

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. Fully executed copies of all waste disposal manifests 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 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

1.6 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.

1.7 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. Progression from one phase of Work to the next by the Contractor is only permitted with the written approval of the APM.
 - 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.

1.8 CONTRACTOR AIR SAMPLING:

- A. The Contractor shall be responsible for conducting personal air sampling in accordance with the requirements of OSHA 1926.1101 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 OSHA 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.

1.9 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.

1.10 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.

1.11 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.

1.12 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. 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.

1.13 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.

1.14 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.
 - 2.

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 non-asbestos certified personnel prior to decontamination enclosure construction and Work Area preparation.

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 airlock 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 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.

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. 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.

- C. The waste container shall not be used for storage of equipment or contractor supplies.
- D. While on-site, the container shall be labeled with EPA Danger signage:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
- E. The New York State Department of Environmental Conservation Asbestos Hauler's Permit number shall be stenciled on both sides and back of the container.
- F. 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.
- G. 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 02 82 13

SECTION 02 83 00 – LEAD MANAGEMENT

PART 1 - GENERAL

1.1 SCOPE:

- A. Lead Based Paint is presumed to exist throughout the structures to be demolished. Perform all work necessary to carry out the proper management of all deteriorated and flaking or chipping lead based paint (LBP) from all walls, tanks, piping and equipment and lead-contaminated dust/debris 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 leaded 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 MANANGEMENT:

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.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 PROTECTION OF ADJACENT AREAS AND THE ENVIRONMENT:

A. General

1. Areas of deteriorated paint are present throughout the structures to be demolished. 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. 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 all applicable federal, state and local codes, rules and regulations.
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 02 83 00

SECTION 31 23 00 - EXCAVATION AND FILL

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Contractor shall fill all voids created by demolition resultant from the Work. Install backfill as per this Section to an elevation of 0'-6" below final grade prior to installation of a woven geo-textile separation layer, topsoil cover and seeding.

1.02 RELATED SECTIONS:

- A. Section 32 92 00 - Topsoil, Seeding and Mulch

1.03 DEFINITIONS:

- A. Excavation: Removal of material encountered to subgrade elevations and limits indicated and subsequent disposal or placement as fill of materials removed.
- B. Unauthorized excavation: Removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the Owner's Representative. Unauthorized excavation, as well as any associated remedial work directed by the Owner's Representative as a result of the unauthorized excavation shall be at Contractor's expense.
- C. Subgrade: The undisturbed earth or the compacted soil layer immediately below granular subbase, fill or topsoil materials.
- D. Structure: Buildings, foundations, slabs, manholes, tanks, curbs, or other manmade stationary features occurring above or below ground surface.
- E. Import Fill Material: Material imported to the site to establish the subgrade elevations defined.
- F. Rock: Determined as the excavation of material that requires the use of rock excavation equipment such as rippers, rock wheels, hoe ram or drilling and blasting.

1.04 SUBMITTALS

- A. Furnish materials' certifications for barrow material sources and all sub-base materials.

1.05 QUALITY ASSURANCE:

- A. Codes and Standards: Perform excavation work in compliance with applicable requirements, including but not limited to OSHA Guidelines of governing authorities having jurisdiction.
- B. Explosives: The use of explosives is not permitted.

- C. Testing and Inspection Service: The Owner may engage the services of a testing laboratory during the progress of the work (at no expense to the Contractor except for those tests which indicate a failure of the Contractor in conforming to required specifications).
1. The services of the testing laboratory shall in no way relieve the Contractor of any of his responsibilities of the Contract, nor give rise to any claim or right of the Contractor as a result of the conduct or containment of such tests.
 2. Contractor shall cooperate with the testing laboratory in providing access to the work, material samples and time to perform the work.
- D. Quality Control Testing During Construction: As directed by the Owner's Representative, allow testing service to inspect and approve subgrade and fill layers before further backfill or construction work is performed. At the Owner's discretion, tests may be performed as follows:
1. Field density tests in accordance with ASTM D 1556 (sand cone method) or ASTM D2922 (nuclear method) as applicable.
 - a. Contractor to periodically check and adjust field density tests with ASTM D 2922, to correlate to tests performed using ASTM D 1556. In conjunction with each density calibration check, check the calibration curves furnished with the moisture gages in accordance with ASTM D 3017.
 - b. If field tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals reviewed by the Owner's Representative.
 2. *Fill Areas:* Minimum of one field density test of subgrade for every 2,000 sq. ft. of fill area, but in no case fewer than three tests in each compacted fill layer.
 3. If in opinion of Designated Representative, based on testing service reports and inspection, subgrade or fills that have been placed are below specified density, perform additional compaction and testing until specified density is obtained.

1.06 EXISTING UTILITIES AND SUBSURFACE CONDITIONS

- A. Any data provided as part of the Contract Documents on subsurface conditions is not intended as representations or warranties of accuracy or continuity. The Owner or his representative will not be responsible for interpretations or conclusions drawn there from by the Contractor.
- B. Locate existing underground utilities by careful hand excavation. If utilities are to remain in place, provide protection from damage during construction operations. It is the sole responsibility of the Contractor to verify size and location in the area of the Work of all underground utilities and structures whether they are shown on the Contract Drawings or not.
- C. Should uncharted or incorrectly charted piping, other utilities or any subsurface structure be encountered during excavation, consult the Designated Representative immediately for direction as to procedure. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damages utilities to satisfaction of utility owner at no additional cost.

- D. Do not interrupt existing utilities serving facilities occupied by the Owner or others, except when permitted in writing by the Owner's Representative and then only after acceptable temporary utility services have been provided.

1.07 PROTECTION OF PERSONS AND PROPERTY

- A. Protect structures, utilities, sidewalks, pavements and other facilities immediately adjacent to excavations, from damage caused by settlement, lateral movement, undermining, washout and other hazards.
- B. Take precautions and provide necessary bracing and shoring to guard against movement or settlement of soil, existing improvements or new construction. Contractor is entirely responsible for strength and adequacy of bracing and shoring, and for safety and support of construction from damage or injury caused by lack thereof or by movement or settlement.

1.08 MAINTAINING OPERATIONS:

- A. The Contractor shall, at his expense, provide and maintain the flow of all sewers, drains, conduits and water courses which may be met with during the progress of the Work until such time as the new facilities are put into service. He shall not allow the contents of any sewer or drain to flow out onto the ground and shall provide temporary diversion of flows and service when such lines are accidentally broken.

PART 2 – PRODUCTS

2.01 ACCEPTABLE BACKFILL MATERIALS:

- A. Backfill: Satisfactory backfill material shall be defined as 2" minus screened gravel complying with NYSDOT Type 4 requirements for soundness and particle size. Imported fill shall contain no organics, trash, sod, debris or frozen material.

PART 3 – EXECUTION

3.01 STABILITY OF EXCAVATIONS:

- A. General: Comply with local codes, ordinances, and requirements of agencies having jurisdiction.
- B. Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

3.02 DEWATERING:

- A. Contractor shall be responsible for dewatering of basements and preventing surface water and subsurface or ground water from flowing into excavations, flooding project site and surrounding area.
 - 1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
 - 2. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run off areas. Do not use trench excavations as temporary drainage ditches.

3.03 COMPACTION:

- A. General: Provide soil compaction during construction providing minimum percentage of density specified for each area classification.
- B. Percentage of Maximum Density Requirements: Provide not less than the following percentages of maximum density of soil material compacted at optimum moisture content, for the actual density of each layer of soil material in place:
 - 1. Compact top 6" of sub-grade and each layer of backfill or fill material at 90% density for cohesionless soils and 85% maximum density for cohesive soils materials.

3.04 PLACEMENT OF COMPACTED FILL:

- A. Backfill excavation as promptly as work permits.
- B. Placement of Fill: Fill shall be spread evenly by mechanical equipment or by manual means over the approved sub-grade and shall be mixed thoroughly and spread in lifts not less than 6" or more than 12", the thickness to be determined by the Designated Representative in field, and shall be built up in horizontal layers as nearly even as possible to prevent the thickness of lift from exceeding that specified.
- C. Compaction of Fill: Each lift shall be compacted to the density specified above. The fill is to be compacted to elevations and limitations specified. At completion, the compacted fill shall be subject to final inspection and approval by the Designated Representative.
- D. Horizontal and Vertical Limits of Excavation and Compacted Fill: Depth of excavation shall be as required to remove all unsuitable materials. Top of fill shall terminate at finished grade in adjacent graded and paved areas.
- E. Moisture Control: Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, contain frost or ice, or have not been compacted to the specified percentage of maximum dry density.

1. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material. Apply water in minimum quantity as necessary to prevent free water from appearing on surface during or subsequent to compaction operations.
2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
3. Stockpile or spread soil material that has been removed because it is too wet to permit compaction. Assist drying by disking, harrowing, or pulverizing until moisture content is reduced to a satisfactory value

3.05 GRADING:

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact and with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
- B. At the end of each work day, take necessary action to seal grades and promote proper drainage.

3.06 FROST:

- A. No fill materials shall be placed when either the fill materials or the previous lift (or subgrade) on which it is to be placed, is frozen.

3.07 MAINTENANCE:

- A. Protection of Graded Area: Protect newly graded areas from traffic and erosion, and keep free of trash and debris. Repair and reestablish grades in settled, eroded and rutted areas to specified tolerances.
- B. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.

3.08 DISPOSAL OF EXCESS AND WASTE MATERIALS:

- A. Transport excess and waste material, including unacceptable excavated material, trash and debris off site.

END OF SECTION 31 23 00

SECTION 32 92 00 - TOPSOIL, SEEDING AND MULCH

PART 1 - GENERAL

1.1 Description

Contractor shall provide, place topsoil and restore the site, as shown on the Contract Drawings, and as specified herein. Any needed approved clean fill materials must be obtained from off-site sources with valid NYSDEC permits.

1.2 Related Sections

Section 31 23 00, Excavation and Fill

1.3 References

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basis designation only.

DEPARTMENT OF AGRICULTURE (DOA)

DOA FSA	1985 Federal Seed Act Rules and Regulations of the Secretary of Agriculture
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New York State Laws

NY AGRI & MKT	New York State Agriculture and Markets Law
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NEW YORK DEPARTMENT OF TRANSPORTATION (NYSDOT)

NYSDOT Spec.	1990 (or latest revision) Standard Specifications – Construction and Materials
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AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 422	Standard Test Method for Particle –size Analysis of soils
ASTM D 1140	Amount of Materials in Soils Finer Than the No. 200 Sieve
ASTM D 1557	Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³)
ASTM D 2487	Classification of Soils For Engineering Purposes
ASTM D 2850	Standard Test Method for Unconsolidated, Undrained Compressive Strength of Cohesive Soils in Triaxial Compression
ASTM D 5268	Standard Specification for Topsoil Used for Landscaping Purposes

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC)

NYSDEC ASP NYSDEC Analytical Services Protocol

NYSDEC 6NYCRR Part 375

1.4 Submittals

The Contractor shall submit

- A. The name and location of each proposed source of topsoil.
- A. Certification from suppliers that all topsoil to be supplied for use on this Project meet the requirements of this Specification section, and that the materials are clean (provide one analytical sample per source of material to be used; the list of analytes must include each compound on the target compound list in the NYSDEC ASP). The Engineer shall use 6NYCRR Part 375 Soil Cleanup Objectives, for restricted residential use, as the basis for acceptance of the fill materials. Certification must be received and approved by the Engineer prior to delivery of fill materials to the site. The Engineer must be present during the acquisition of these samples from each source.
- B. Testing results of the proposed topsoil, for review and approval by the Engineer, indicating the percent nitrogen, phosphorus, and potash.
- C. Certification that soil supplements meet the requirements of the New York State Agriculture and Marketing Law.
- D. Proof that the topsoil meets the specifications below and has:
 - a. $5.5 < \text{ph} < 7.6$
 - b. Between 2% and 10% organic matter.
 - c. 15% or less of clay.
 - d. The gradation specified herein.
 - e. Soluble salts concentration not more than 500 mg/kg.
- E. A guaranteed analysis of the seed mix(es).
- F. Certification tests from each lot of seed in consistence with the lot label in accordance with the provisions of the New York State Agriculture and Marketing Law.

PART 2 - PRODUCTS

2.1 Topsoil and Soil Supplements

Topsoil should be loam typical of locality provided from an off site source approved by the Engineer. The source material shall be friable sandy loam, clay loam, loam, silt loam, sandy clay loam, or the soil. Topsoil shall be free of subsoil and shall not contain any

slag, cinders, stones, lumps of soil, sticks, roots, trash, or other extraneous materials larger than 1- ½ inches in diameter. Topsoil shall be free of plants (or plant parts) of Bermuda grass, quackgrass, Johnson grass, nutsedge, poison ivy, Canada thistle, honeysuckle. Topsoil shall contain from 2 to 10 percent organic matter by weight. The pH of the topsoil shall be greater than or equal to 5.5 and less than or equal to 7.6. Provide gradation (in accordance with ASTM D 422) of 100 percent passing the No. 4 sieve, between 20 to 80 percent passing the No. 200 sieve, and 15 percent (maximum) particle size less than 0.002 mm. The topsoil shall meet the analytical criteria specified Part 375 – Restricted Residential use. The Contractor shall obtain one analytical sample per source of material to be used. The list of analytes must include each compound on the target compound list in the NYSDEC ASP.

Fertilizer shall contain total nitrogen, available phosphoric acid, and soluble potash in the ratio 10- 10- 10. Each bag of fertilizer shall bear the manufacturer's guaranteed statement of analysis.

Limestone shall be ground limestone having a minimum total neutralizing value of 88% calcium carbonate equivalence. A minimum 90% shall pass No. 20 sieve and a minimum of 60% shall pass the No. 100 sieve.

Mulch shall be shredded stalks of oat, wheat, rye, or other approved crop air dried and free from noxious weeds, mold, or objectionable material.

2.2 Seed

Seed shall be as per New York State Department of Transportation (NYSDOT) standard specifications Section 713-04 and as specified herein.

The seed mixture shall consist of:

<u>Common Name</u>	<u>By Weight</u>	<u>% Purity</u>	<u>% Germination</u>
Timothy	30	90	90
Clover	20	90	90
Perennial Ryegrass	40	90	90
Annual Ryegrass	10	90	90

Provide vegetative cover with a grass seed mixture that is fresh, clean, and of the current season's crop. The vegetative cover shall be delivered in unopened containers bearing the guaranteed analysis of the mix.

PART 3 - EXECUTION

3.1 Preparation for Placing Topsoil

The Contractor shall:

- A. Ensure and obtain Engineer's approval that subgrade backfilling activities are complete and ready to receive topsoil.

- B. Eliminate uneven areas and low spots in subsoil. Remove debris, roots, branches, and stones, in excess of 1 ½ inch size.
- C. Provide topsoil material to location of placement. Material may be stockpiled with approval of the Engineer.
- D. Allow topsoil to dry at the source prior to transportation, or as otherwise approved by the Engineer.
- E. Scarify subgrade to a depth of 3 inches where topsoil is designated for placement. Scarify in areas where equipment has compacted subsoil.

3.2 Placing Topsoil

The Contractor shall:

- A. Place a minimum of 4 inches of topsoil in backfilled and soil areas disturbed by the Construction unless otherwise indicated or directed by the Engineer.
- B. Use relatively dry topsoil and place during dry weather.
- C. Finely grade the topsoil, eliminating rough or low areas, maintain levels, profiles, and contours of subgrade.
- D. Remove stones greater than 1 inch, roots, grass, weeds, debris, and foreign material while spreading.
- E. Lightly compact or roll placed topsoil.
- F. Remove surplus backfill and topsoil from site.

3.3 Placement of Seed

Contractor shall distribute fertilizer and limestone (as required) evenly over the surface of the soil in areas to be seeded as shown on the Contract Drawings (areas where soils were excavated) or as directed by the Engineer, lime the topsoil to a pH of 6.0 and fertilize with 600 pounds of fertilizer per acre (14 pounds per 1,000 square feet). Any application method that will ensure an even distribution will be acceptable. When hydraulic application is used, the minimum rate of water shall be 500 gallons per acre or as directed by the Engineer.

Sow seeds at the rate of 2 pounds per 1,000 square feet in two operations of equal amounts, and at right angles to each other. The seed shall be sown at a rate of 1 pound per thousand square feet in each operation. Lightly rake or drag the entire seeded area after sowing the seed. The area shall then be rolled with a 200 pound roller.

Contractor may hydroseed required areas, providing that a pre-germinated hydroseed mix is used, which includes all fertilizer and mulch specified in this section.

3.4 Mulching

The Contractor shall mulch at a rate of 2 tons per acre (90-100 pounds per 1,000 square feet) and water with a fine spray until a uniform moisture depth of 1 inch has been obtained after all raking and rolling operations are completed.

3.5 Seeding Guarantee

The Contractor shall guarantee the vegetative cover for one calendar year from the date of Final Completion. At the end of the guarantee period, any dead, unhealthy, or badly impaired seedlings shall be replaced. All replacements shall be of the same kind as the originals. The cost of such replacements shall be borne by the Contractor.

END OF SECTION 32 92 00