

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
August 11, 2025

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

Date Issued:	Monday, August 11, 2025
Questions by:	Wednesday, August 20, 2025 at 5:00 pm
Bids due by:	Wednesday, September 4, 2025 at 10:00 am
Bid Opening:	Wednesday, September 4, 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
Nunda, NY 14517**

Contract Documents

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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 August 13, 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 **September 4, 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. No bid guarantee/bid bond is required to accompany the bid submission. The selected bid awardee shall 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 **Wednesday, September 4, 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@lir-hill.com no later than 5:00 pm on **Wednesday August 20, 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** has been obtained for this project. The original wage schedule can be viewed in its entirety by visiting: <https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt>

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.
- (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 ten (10) years.
- (C) Contractor shall provide with the Bid Forms a resume describing the qualifications and background of the primary contact person and other key staff to be assigned to this project.

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.

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 ten (10) 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 a valid NYS Department of Labor asbestos handling license at the time of bidding and execution of this controlled demolition work.
- (E) Have the capacity to provide all labor and equipment to demolish all structures on the subject property, including, but not limited to houses, garages, sheds, pool, 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.
- (F) Provide references for at least three (3) prior demolitions in the past ten (10) 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. SUBRECIPIENTS AND SUBCONTRACTORS

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

15. 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 in APPENDIX C of the Bid Forms - *LIVINGSTON COUNTY LAND BANK CORPORATION STANDARD CONTRACT INSURANCE REQUIREMENTS*. Such policies may only be changed upon thirty (30) days prior written approval by the Land Bank.

16. 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.

17. 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.

18. TRAFFIC CONTROL

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

19. 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.

20. 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.

21. 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.

22. 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 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 work area limits (shown on Figures D-100 and D-101).

- The Contractor will backfill and finish grade areas backfilled and/or damaged as a result of the Contract Work so that there is no standing water on the property or adverse drainage impacts to the adjacent properties.

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/per location or per project aggregate (for more than one location),
 - \$2,000,000 in the annual aggregate,
 - \$2,000,000 products/completed operations aggregate.
 - **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.
 - **Comprehensive Automobile Insurance meeting the following requirements:**

- 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.
 - Waiver of Subrogation.
 - 30 day notice of cancellation endorsement.
 - LIVINGSTON COUNTY LAND BANK CORPORATION and LIRO ENGINEERS, INC. shall be covered as Additional Insureds under the policy.
- **Evidence of Property Insurance - to be furnished prior to commencing work on any property.**
 - **Environmental Pollution Liability with limits of liability not less than \$1,000,000.**
- 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.

VIII. REQUIREMENTS FOR ALL INSURANCE INCLUDE:

1. 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;
2. 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.
3. All required insurance shall be primary and non-contributory to any insurance maintained by the Land Bank;
4. The named insured on the Certificates of Insurance must be the successful Bidder's full legal name;
5. All policies must be current, not expired, and include all required endorsements;
6. Certificates of Insurance must be signed by an authorized representative of the insurance carrier;
7. 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

MUST COMPLETE THIS FORM AND SUBMIT WITH BID

8. 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:
 9. 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.
 10. 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.
 11. 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.
- g. Limits of liability for all policies included on certificate
 - k. Certificate holder shall be Livingston County Land Bank Corporation, Livingston County Government Center, 6 Court Street, Room 305, Geneseo, New York 14454-1043.
 - l. Description of contract for which insurance is being provided.
 - m. 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-ntities-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 and LiRo Engineers, Inc. as 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 of the Bid Forms. 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: _____

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
4. Installing Temporary Perimeter Construction Fencing sufficient to protect the regulated asbestos work area and open excavations.
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. 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. Updated final statement, accounting for final changes to the Contract Sum.
 2. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 3. Affidavit and Final Waiver of Claims and Liens and Release of Rights.
 4. AIA Document G707, "Consent of Surety to Final Payment."
 5. Evidence that claims have been settled, if applicable.
 6. 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 and grading 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	Backfilling, Grading and Restoration

END OF SECTION 01 29 77

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. Contractor shall provide electronic copies of all submittals in pdf format.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. 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. Transmittal: Contractor shall use transmittal form acceptable to the Construction Manager.

G. 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.

H. Distribution: Furnish copies of final submittals to authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. 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 of each submittal, unless otherwise indicated through the Construction Manager.
 - 2. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division I Section "Closeout Procedures."
- B. Application for Payment: Comply with requirements specified in Division I Section "Payment Procedures."
- C. Schedule of Values: Comply with requirements specified in Division I Section "Payment Procedures."
- D. 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.

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. 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.

- B. 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.
- C. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- D. 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 the Contract Work.
- B. Contractor shall be responsible for all costs associated with project health and safety requirements.

1.2 BASIS

- A. The Occupational Safety and Health Administration (OSHA) Standards and Regulations contained in Title 29, Code of Federal Regulations, Parts 1910 and 1926 (20 CFR 1910 and 1926) and subsequent additions and/or modifications, the New York State Labor Law Section 876 (Right-to-Know Law), the Standard Operating Safety Guidelines by the United States Environmental Protection Agency (EPA), Office of Emergency and Remedial Response and the Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (NIOSH, OSHA, USCG, and EPA) provide the basis for the safety and health program. Additional specifications within this section are in addition to OSHA regulations and reflect the positions of both the EPA and the National Institute for Occupation Safety and Health (NIOSH) regarding procedures required to ensure safe operations at abandoned hazardous waste disposal sites.
- B. The safety and health of the public and project personnel and the protection of the environment will take precedence over cost and schedule considerations for all project work. Any additional costs will be considered only after the cause for suspension of operations is addressed and work is resumed. The Owner, Construction Manager and the Contractor's Superintendent will be kept apprised, by the Contractor's Safety Officer, of conditions which may adversely affect the safety and health of project personnel and the community. The Owner may stop work for health and safety reasons. If work is suspended for health and/or safety reasons, it shall not resume until approval is obtained from the Owner. The cost of work stoppage due to health and safety is the responsibility of the Contractor under this Contract.

1.3 HEALTH AND SAFETY DEFINITIONS

The following definitions shall apply to the work of this Contract:

- A. Project Personnel: Project personnel include the Engineer, Construction Manager, Contractor, Subcontractors, and Federal and State Representatives, working or having official business at the Project Site.
- B. Authorized Visitor: Authorized visitors shall receive approval to enter the site from the Safety Officer. The Safety Officer has primary responsibility for determining who is qualified and may enter the site.
- C. Health and Safety Coordinator (HSC): The HSC 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 the 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.

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. Standard Operating Safety Procedures and Engineering Controls.
- F. Personal Protective Equipment (PPE).
- G. Personnel Hygiene and Decontamination.
- H. Equipment Decontamination.
- I. OSHA Air Monitoring.
- J. Emergency Equipment/First Aid Requirements.
- K. Emergency Response and Contingency Plan.
- L. Spill Containment Plan.
- M. Community Protection.

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 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.

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.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 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

1.12 LOGS, REPORTS AND RECORDKEEPING

A. 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.

1.13 COMMUNITY PROTECTION PLAN

A. General

Develop, as part of the 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, in case of an off-site spill of either liquid or solid wastes.

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: 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 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.

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. 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. 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.

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. This submission may be included in the HASP.
- 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.
- C. Spill Event Procedures:
 1. 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.
 2. 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 relevant agencies as 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. 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. Keep adjacent roadways free of soil, stone, debris, etc. resultant from Contract work.

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 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

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 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.
 - b. Locations and types of all decontamination enclosures.
 - c. Entrances and exits to the Work Areas/containments.
 - d. Location of water and electrical connections to building services.
 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.

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 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. 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.

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.

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.

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 assumed to exist throughout the structures to be demolished. Perform all work necessary to carry out the proper management of all potential lead based paint (LBP) 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 MANAGEMENT:

A. General

1. Ensure that work plans and work methods utilized for lead paint management conform to all applicable laws, codes, rules and regulations, including, without limitation, the federal statutes governing lead Exposure Reduction, 15 U.S.C.A. Section 2681 et. seq. and OSHA regulation 29 CFR, Part 1926.62.

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 flush with immediately adjacent grade. Final grading of the material shall prevent pooling of water.

1.02 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.

1.03 SUBMITTALS

- A. Furnish materials related to imported fill material to demonstrate that the material is suitable for onsite use.

1.04 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. 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.
- C. 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.

1.05 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.

1.06 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.

1.07 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, frozen material or any other regulated contaminants.

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 sub-grade) 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