

LEGAL NOTICE

BID ADVERTISEMENT PLACEHOLDER

**Request for Bid
#NEWPORT SCHOOL 01
CONTRACT DOCUMENTS
for the**

**7456 EAST STREET CONTROLLED
DEMOLITION**

**Village of Newport
Herkimer County, New York**



SEALED BIDS ARE DUE ON OR BEFORE

April 2, 2025

NOTICE TO BIDDERS

Bids will be received by the Village of Newport office on March 27, 2025. Bids will be publicly opened and read aloud at 2:00 PM on the same day.

Submission of Bid

Each Bid must be submitted in a sealed envelope addressed to:

Village of Newport
Mayor Marc Butler
3085 Bridge Street
Newport, New York 13416

and marked as follows:

7456 East Street Controlled Demolition

The name and address of the bidder is to be clearly marked on the outside of the envelope. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Village of Newport at the address noted above.

Bidder assumes the risk of any delay in the mail. All bids received after the designated time stated herein will not be considered and will be returned to the bidder unopened. Attention of bidders is called to the fact that the Contract includes acceptance of non-collusive bidding certificate, and an immunity waiver as required by Sections 103-A and 103-B of the General Municipal Law of New York State.

Key Dates

March 18, 2025	Bid Advertised
March 24, 2025	Mandatory Site Visit, 1:00 PM Local Time
March 27, 2025	Questions Due
March 28, 2025	Addenda Issued
April 2, 2025	Bids Due at 2:00PM
April 7, 2025	Notice of Intent to Award
April 14, 2025	Complete Contract and Pre-Job Submittals
May 30, 2025	Substantial Completion

Bid Form

All Bids are to be made on the required Bid Form. All blank spaces are to be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required. Bids by corporations must be executed in the corporate name by the president, vice-president, or other corporate officer (accompanied by evidence of authority to sign). The corporate seal must be affixed and attested to by the Secretary. The corporate address and state of incorporation must be shown. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official business address of the partnership must be shown under the signature. All names must be typed or printed below the signature in the space provided. The Bid shall contain an acknowledgment of receipt of all Addenda.

The intent of the owner should be to utilize one contractor for both the controlled demolition and the transport and disposal in order to minimize costs and schedules.

Items to be Included with Bid Form

All Bid Forms are to be accompanied with the following:

- Proof of insurance
- Description of Execution of Work
Prospective bidders are required to submit a detailed description for execution of the work, in accordance with the contract documents. Because of the nature of the project and the potential dangers to be encountered, the Village is very interested in how the work is to be accomplished. Safety concerns will figure significantly in the award of this contract. Please prepare your detailed description on your company letterhead and attach it to the bid form BD-1.
- Citations/Violations/Legal Proceedings
Submit a notarized statement describing any citations, violations, criminal charges, or legal proceedings undertaken or issued to the bidder including companies owned by said owner, or owner of the building where contractor was performing work. These citations, violations, criminal charges, or legal proceedings may have been undertaken or issued by any law enforcement, regulatory agency, or consultant concerning performance on abatement contracts within the past two (2) years. Briefly describe the circumstances citing the project and involved persons and agencies as well as the outcome of any actions. Provide a description of any litigation or arbitration proceedings arising out of performance on past projects and any liquidated damages within the past two (2) years.

Bidding Documents

Copies of Bidding Documents are available at the Village Office. Complete sets of Bidding Documents must be used in preparing Bids. Neither the Owner nor the Engineer assumes any responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bidding Documents.

Receipt of Bids

The Owner may waive any informalities or minor defects, reject any or all Bids, or accept any bids deemed to be in the Village's best interest. Any Bid may be withdrawn prior to the above scheduled time for the opening of the Bids or authorized postponement thereof. No Bidder may withdraw a Bid within 60 consecutive days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder. Bidders must satisfy themselves of the accuracy of the work required in the Bid by examination of the site and becoming thoroughly familiar with the Contract Documents including any Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the extent of work or the nature of the work to be done. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to his Bid. The Owner reserves the right to reject any and all Bids. A conditional or qualified Bid will not be accepted. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract. It shall be the responsibility of each Bidder to call

to the attention of the Owner any apparent discrepancy in the Contract Documents or any question of interpretation thereof. Failure to do so constitutes acceptance as written. The apparent silence of the Contract Documents as to any details or the omission from it of a detailed description concerning any point, shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are used.

Interpretation and Addenda

All questions about the meaning or intent of the Contract Documents shall be directed in writing to the attention of the Engineer. Interpretations or clarifications considered necessary by the Engineer will be made by written Addenda. The period for questions and issuance of addenda, if necessary, are noted in Key Dates. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner or Engineer.

Bid Bond

Bid bonds are not required.

Performance and Payment Bonds

Performance and Payment bonds are not required.

Execution

The party to whom the contract is awarded will be required to execute the Agreement and provide insurances within ten (10) working days from the date when the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner. The Owner within seven (7) working days of receipt of acceptable Insurances and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner. The Notice To Proceed shall be issued within ten (10) working days of the execution of the Agreement by the Owner. Should there be reasons why the Notice To Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice To Proceed has not been issued within the ten working day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry out the obligation of the Agreement and to complete the Work contemplated therein. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout. No charge will be allowed for federal, state, municipal sales and excise taxes from which the Owner is exempt.

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**BC-1
BIDDER'S CHECKLIST**

In order to submit a complete bid, Bidders must submit the following documents:

STANDARD

- ☐ Completed Bid Form (BD-1)
- ☐ Completed Bidder Information Sheet (BD-2)
- ☐ Certified Copy of Resolution of Board of Directors (For Corporations) (BD-3)
- ☐ Completed Non-Collusive Bidding Certification (BD-4)
- ☐ Completed Affidavit of Worker's Compensation (BD-5)
- ☐ Completed Iran Divestment Act (BD-6)

PROJECT SPECIFIC

- ☐ N/A
- ☐

The following forms are due from the apparent responsible low bidder no later than 10 days after bid opening:

STANDARD

- ☐ Proof of Ability to do Work in New York State, or Covenant to Obtain (New York State Department of State) (PB-1)
- ☐ Proof of Insurance (PB-2)
- ☐ Completed Emergency Contact Numbers (PB-3)

PROJECT SPECIFIC

BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS PROJECT MANUAL ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTIONS OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.

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BID FORM 1

The Village of Newport, New York, herein called the Owner, requests bids for the Controlled Demolition of the Former Newport School, located at 7546 East Street, Newport, New York (Site).

The Undersigned, as Bidder, declares as follows:

- The only parties interested in this BID as Principals are named herein. This BID is made without collusion with any other person, firm, or corporation.
- No officer, agent, or employee of the Owner is directly or indirectly interested in this BID.
- The Owner has the right to reject this BID.
- Bidder accepts the provisions of the Invitation to Bid, Instructions to Bidders, and General Conditions regarding disposition of Bid Security.
- The BIDDER is familiar with federal, state, and local laws and regulations.
- The BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- This BID is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation/BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
- The BIDDER has carefully examined the Site of the proposed Work and is fully informed and satisfied as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and the BIDDER has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Instructions to Bidders, General Conditions, Supplemental Conditions, Standard Specifications, Special Provisions and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.
- The BIDDER understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structure (surface and/or subsurface) has been furnished only for this information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and the Bidder agrees that he/she shall not use or be entitled to use any such information made available to the Bidder through the Contract Documents or otherwise or obtained by the Bidder through examination of the site, as a basis of or grounds for any claim against the Owner or the Engineer arising from or by reason or any variance which may exist between the aforesaid information made available to or acquired by the Bidder and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and the Bidder has made due allowance therefore in this BID.
- The BIDDER understands that the quantities of work tabulated in the BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer.
- The BIDDER agrees that, if this BID is accepted the Bidder will contract with the Owner, as provided the Contract Documents, this BID form being part of said Contract Documents, and that the BIDDER will perform all of the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that the BIDDER will take in full payment therefor the lump sum

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or unit price applicable to each item of the Work as stated in the schedule below.

- The BIDDER agrees that each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the plans and specifications. The prices for those items that involve excavation shall include compensation for disposal of surplus excavated material, handling water (including tidal waters), and the installation of all necessary sheeting and bracing.

Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink. Bidders must insert extended item prices obtained from quantities and unit prices.

This project is funded by a USEPA Revolving Loan Fund Grant and is subject to Davis- Bacon and Related Acts (DBRA) and Build America, Buy America Act.

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he/she will accept compensation as stipulated therein full payment for such extra work.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract Documents.

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he/she will not withdraw this BID within 60 consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS, if applicable, within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature. Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

Summary of Project:

The proposed project is the controlled demolition of the former Newport School, which has been condemned and is contaminated with asbestos-containing material. The former school is approximately 24,584 square feet; no drawings of the building are available. **The loading, transport, disposal of waste from the demolition and site restoration is addressed under a separate bid.**

The Site consists of a 1.10-acre parcel of land with a 24,584 square foot (ft²), three-story school building, which was constructed in 1928. The remainder of the site includes paved parking and driving areas. The Site lies approximately 680-700 ft above mean sea level (amsl) with the nearest surface body water being the West Canada Creek, located approximately 1,120 feet west-southwest of the Site and The Mohawk River being located further south of the Site.

Bidders are alerted to apparent intermittent surface water that drains from upland east of the property to a reported drain under the building then to the southeast away from the building. Any drainage connections encountered during the work shall be protected allowing existing draining to continue. Bidder is alerted to the drainage easement that includes the asphalt driveway adjacent southeast of the Project Site; see Site Topographic Survey.

This bid is for demolition of the structure only. The work will be completed as an asbestos project subject to NYS DOL ICR 56 and the site-specific variance. Demolition shall include segregation and staging of non-acm material as possible for reuse including, but not limited to steel, masonry, block, concrete and other recyclable materials that have been cleared by a NYSDOL Licensed Project Monitor. The intent of the demolition is to

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move all building components above the 1st floor slab; the slab will remain in place at the completion of demolition and clean up (under separate contract).

Erosion and sediment controls will be secured and remain in place at the limits of disturbance.

Water is available through a fire hydrant located close to the school; the contractor will be responsible for arranging access to potable water with the Village, and completion of permit(s) required by Village.

Bid Table:

Project Specification		
Amount Bid in Words	Estimated Quantity	Bid Amount
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) _____	Lump Sum	\$ _____
Schedule (Provide the Number of Work Days to Complete the Project Under Asbestos Conditions)	Days	_____.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

List of Subcontractors:

The contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner (as stated in the General Conditions).

Company Name of Subcontractor	Cost of Work	% of Total Bid
	\$ _____ .00	
	\$ _____ .00	
	\$ _____ .00	

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The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Social Security Number
or Federal Identification Number:

Signature of Individual or Corporate Name:

Corporate Officer (if applicable)

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

(Name)

(Business Address)

By: _____
(Title)

(City, State, Zip Code)

Date: _____

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

All documents provided in the Contract Documents are made a condition of the Bid.

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HERKIMER COUNTY, NEW YORK

BD -2
BIDDER INFORMATION SHEET

NAME OF BIDDER*: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL: _____

TYPE OF ENTITY: CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL ____

IF A NON-PUBLICLY OWNED CORPORATION

NAME OF CORPORATION: _____

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

LIST OF OFFICERS: _____

LIST OF DIRECTORS: _____

DATE OF ORGANIZATION: _____

IF A PARTNERSHIP: _____

PARTNERS: _____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

*IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE
CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK STATE GENERAL
BUSINESS LAW MUST BE ATTACHED.

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BD-3
CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

(NAME OF CORPORATION)

“Resolved that _____,
(Person Authorized to Sign) (Title)
of _____ authorized to sign and submit Bid for this corporation
(Name of Corporation) for the following project: _____

and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the _____ day of _____, 20____

By: _____

Title: _____

(SEAL)

This form **must be** completed if the Bidder is a Corporation.

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BD-4
NON COLLUSIVE BIDDING CERTIFICATION

SECTION 103-D

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

DATED: _____

Name of Corporation

BY: _____

(Print Name and Title)

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BD-5
AFFIDAVIT OF WORKERS COMPENSATION

State of _____

SS:

County of _____

of _____ being
duly sworn, deposes and says that he now carries or that he has applied for a New York State
Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and
to comply with the provisions thereof.

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

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BD-6

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 the Office of General Services must develop a list of persons who are engaged in certain investment activities in Iran. Contracts cannot be awarded to persons or entities on that list, with some exceptions. All bidders are required to execute the following statement:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Paragraph (b) of Subdivision 3 of Section 165a of the State Finance Law.

Corporate or Company Name

BY: _____
Signature

Title

Sworn to before me this ____ day
of _____, _____

Notary Public

Comm Exp _____

NOTE: If the bidder cannot make the above certification, it shall so state and furnish with the bid a signed statement which sets forth in detail the reasons for that.

BD 7
STANDARD CLAUSES FOR CONTRACTS

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 words “contractor” herein refers to any party other than the Village, whether a contractor, licensor, licensee, lessor, lessee or any other party).

PARAGRAPH 1. EXECUTORY CLAUSE: The Village shall have no liability under this contract to the contractor or to anyone else beyond funds appropriated and available for this contract.

PARAGRAPH 2. NON-ASSIGNMENT CLAUSE: In accordance with Section 109 of the General Municipal Law, the contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract or of his right, title or interest herein or his power to execute said contract, to any other person or corporation without the previous written consent of the Village.

PARAGRAPH 3. WORKERS’ COMPENSATION BENEFITS: In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no effect unless the contractor shall secure compensation for the benefit of, and keep insured during the life of this contract, the employees engaged thereon in compliance with the provisions of the Workers’ Compensation Law.

PARAGRAPH 4. NON-DISCRIMINATION REQUIREMENT: In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), in all other state, 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 for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within New York State, the 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, the 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 any New York State citizen who is qualified and available to perform the work; or (b) discriminate or intimidate any employee hired for the performance of work under this contract; contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all monies due hereunder for a second or subsequent violation.

PARAGRAPH 5. WAGE AND 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 contractors, employees nor the employees, of a subcontractor may be required or permitted to work more than the number of hours or days stated in said statutes except as otherwise provided in the Labor Law and is set forth in prevailing wage and supplemental schedules issued by the State Labor Department. Furthermore, contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplementals including the premium rate for overtime pay as determined by the State Labor Department in accordance with the Labor Law.

PARAGRAPH 6. 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, the contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time the contractor submitted its bid, said bid contained the non-collusive bidding certification required by Section 103-d of the General Municipal Law.

PARAGRAPH 7. SET-OFF RIGHTS: The Village shall have all of its common law and statutory rights of set-off. The rights shall include, but not be limited to, the Village's option to withhold for the purposes of set-off, any monies due to the contractor under this contract up to any amounts due and owing to the Village with regard to this contract, and any other contract with the Village, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Village for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto.

PARAGRAPH 8. RECORD KEEPING REQUIREMENTS: The contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract for period of six years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The State Comptroller and Attorney General or any other 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, shall mean the later of completion of the work of the contract or the end date of the terms stated in the contract.

PARAGRAPH 9. INSURANCE PROVISIONS – CANCELLATION: All insurance policies required herein shall be specifically endorsed to provide that, in the event of cancellation, non-renewal or material change on the part of the insurer, thirty (30) days written notice shall be provided to the Village of Newport and the inclusion of such an endorsement shall be confirmed on the certificate of insurance required herein.

PARAGRAPH 10. INSURANCE PROVISIONS – POLICIES: Upon request by the Village of Newport, at any time, the contractor agrees to obtain for the Village a certified copy of any insurance policy required herein or any specific endorsement thereto.

PARAGRAPH 11. CONTRACT DISPUTES: Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized and except when consented to by the Village) but must, instead, be heard in a court of competent jurisdiction of the State of New York. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

PARAGRAPH 12. INSTALLMENT CONTRACTS: In the event that this contract is an installment contract to purchase equipment, machinery or apparatus, the following statement, pursuant to General Municipal Law Section 109-b, shall be included as a term of this contract: This contract shall be deemed executory only to the extent of monies appropriated and available for purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

PARAGRAPH 13. DISPOSAL OF WASTE AND RECYCLABLES: All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority, or has otherwise noted in the Work Scope.

PARAGRAPH 14. GOVERNING LAW: This contract shall be governed by the Laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

PARAGRAPH 15. CONFLICT OF 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 these Standard Clauses, the terms of these Standard Clauses shall control.

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NEWPORT, NEW YORK

NON-BIDDERS RESPONSE

If you choose not to bid on this project, please consider returning this form to the following address:

Village of Newport
Mayor Marc Butler
3085 Bridge Street
Newport, New York 13416

NON-BIDDERS RESPONSE

VENDOR NAME: _____

For purposes of striving to improve our bidding process, as well as to facilitate your firm's response to our future invitations to bid, we are interested in ascertaining reasons why you chose not to bid on this particular project. In this regard, please provide a short explanation/reason for your choice not to bid in the space provided below:

VILLAGE OF NEWPORT
INSURANCE REQUIREMENTS

1. Required Coverage:

**a. Commercial General Liability
Commercial Form**

Each occurrence limit of not less than \$1,000,000

Products/Complete Operations Aggregate \$2,000,000

Personal Injury and Advertising Injury Limit \$1,000,000

General Aggregate Injury limit \$1,000,000 each person or organization

General Aggregate on a per-project basis \$2,000,000 each project

No reduction in coverage off standard ISO forms for Contractual Liability

b. Automobile Liability

Owned, Hired and Non-owned Autos (Symbol "1" on Business
Auto Politics)

Combined Single Limit for Bodily Injury and Property Damage
\$1,000,000 each occurrence

c. Excess "Umbrella" Liability

\$2,000,000 each occurrence and aggregate on a follow-form basis

d. Workers Compensation, Employer's Liability and NYS Disability

Insurance Statutory coverage for all covered employees

e. Professional Errors and Omissions Insurance for Consultants and Professional

Service Providers

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional

VILLAGE OF NEWPORT
INSURANCE REQUIREMENTS

acts of the of the consultant/provider performed under the contract for the municipality. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work

f. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACCORD 855 2014/02) must be included with the certificates of insurance

2. All insurance carriers providing the above coverages for the Contractor must also be licensed to do so in New York State. All such carriers must be rated no lower than "B+" by the most recent Best's Key Rating Guide or must be otherwise acceptable to the County. The decision to accept an insurer rests solely with the County
3. The Village of Newport and its officers, employees and agents must be named as Additional Insured, on a primary and non-contributory basis under all policies listed in (a), (c) and (e) above in connection with the services being rendered. Additional insured status shall be provided with endorsements granting coverage for both ongoing and completed operations. The decision to accept an endorsement rests solely with the County
4. It is expressly understood and agreed by the contractor that the insurance requirements specified above contemplate the use of occurrence liability forms

POST BID DOCUMENTS

Standard

**PB-1 Provide
Proof of Ability to do work
in New York State**

or

Covenant to Obtain

**PB-2 Provide
Proof of Insurance**

7456 EAST STREET CONTROLLED DEMOLITION
NEWPORT, NEW YORK

PB – 3
EMERGENCY CONTACTS

CONTACT PERSON	CAN BE REACHED AT*
1. _____	_____ (cell) _____ (land line)
2. _____	_____ (cell) _____ (land line)
3. _____	_____ (cell) _____ (land line)

WEEKEND / AFTER HOURS / HOLIDAY EMERGENCY CONTACTS

CONTACT PERSON	CAN BE REACHED AT*
1. _____	_____ (cell) _____ (land line)
2. _____	_____ (cell) _____ (land line)
3. _____	_____ (cell) _____ (land line)

* Please indicate cell and land line (if applicable)

The Engineer will use ONLY numbers listed above to contact Contractor's Representative. The contact person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

GC-1

Village of Newport Draft Agreement

AIA Document A105™-2017

Standard Short Form of Agreement Between Owner and Contractor (As Amended)

AGREEMENT made as of the ____th day of _____, in the year two thousand twenty-five.

BETWEEN the Owner: Village of Newport
PO Box 534
3085 Bridge Street
Newport, NY 13416

and the Contractor:

for the following Project:

Controlled Demolition – Former Newport School
7456 East Street, Newport, New York

The Engineer:

HRP Associates, Inc.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
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13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ATTACHMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:

1. This Agreement signed by the Owner and Contractor
2. The following documents:

Bid Documents

- GC-2 New York State Prevailing Wage Rate Schedule
- GC-3 DBRA Conditions and Schedules
- GC-4 Build America, Buy America
- GC-5 NYSDOL Site Specific Petition for Variance
- GC-6 Landfill Permit

Specifications

ATTACHMENTS

- A.1 Site Topographic Survey
- A.2 Utility Disconnect Letter

3. Addenda prepared by the Engineer as follows:

Section	Date
---------	------

4. Written orders of changes in the Work, pursuant to Article 10, issued after execution of this Agreement.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

- ☒ Not later than 60 calendar days from the date of commencement.
- ☐ By the following date: On or about _____

ARTICLE 3 CONTRACT SUM

Unless otherwise stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities necessary to execute, complete, and deliver the work as specified. Any work necessary to be performed after hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner. All materials, equipment, and articles used permanently in the work which becomes property of the Owner shall be new unless otherwise stated. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from liens, claims and encumbrances.

Sales Tax Exemption

All Bid prices shall include all New York State and local taxes required to be paid by the Contractor except those sales and compensating use taxes exempted by the following provisions. The Owner is exempt from payment of sales and compensating use taxes of the State of New York, and of cities, counties, and other subdivisions of the State, hereinafter referred to as subdivisions of the State, pursuant to the provisions of this Contract. These taxes are not to be included in the Bids. This exemption shall apply to: a) material permanently incorporated into the Project; b) supplies which are permanently incorporated into the Project; c) materials and furnishings which are incorporated into the Project such as desks, chairs, drapes, etc. This exemption does not apply to tools, machinery, equipment, or other property purchased by, leased by or to the Contractor or Subcontractor, or to supplies or materials not incorporated into the completed Project. The Contractor and Subcontractors shall be responsible for and shall pay for any and all applicable taxes, including sales and compensating use taxes, on such tools, machinery, equipment, or other property, or such unincorporated supplies and materials.

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work (see 4.1).

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

NONE

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

NONE

§ 3.5 Unit prices, if any, are as follows:

NONE

ARTICLE 4 PAYMENTS

§ **4.1** Based on Contractor's Applications for Payment, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

Milestone 1 Substantial Completion of Project
 100% of Contract Amount

§ **4.2** Payments due and unpaid under the Contract Documents shall not bear interest. Payments will be made within 30 days of completion of the milestone, as determined and accepted by the Owner, and subject to EPA RLF Grant Holder review, processing and approval.

ARTICLE 5 INSURANCE

§ **5.4** Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership Drawings, Specifications and Other Documents

Documents prepared by the Contractor are instruments of the Contractor's service for use solely with respect to this Project. The Contractor shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Contractor.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

Mayor Marc Butler
 Village of Newport
 PO Box 534
 3085 Bridge Street
 Newport, NY 13416
 Mayor_butler@villageofnewportny.org

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

- § 7.1.1** If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.
- § 7.1.2** Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Owner may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Engineer.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

- § 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.
- § 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

- § 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- § 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Owner.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

Any work necessary to be performed after hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

§ 8.3 Supervision and Construction Procedures

- § 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

Unless herein specified otherwise, the Contractor shall and will, in a workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, which are necessary to complete all work required by this contract, in accordance with the Contract Documents. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract Documents and shall do, carry on and complete the entire work to the satisfaction of the Engineer and Owner. The Contractor shall be responsible for safety on the job site and shall provide all means, methods, and equipment necessary to assure safe working conditions and protection of all work, both new and existing.

Protection of Work and Property

The Contractor shall at all times protect his work and that of his Subcontractors from weather damage. If, in the opinion of the Engineer or Owner any work or materials shall have been damaged by reason of failure on the part of the Contractor or any of his Subcontractors to so protect his work, such materials shall be removed and replaced at

the Contractor's expense. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall safely guard his own work and that of adjacent property, from damage. The Contractor shall replace or make good any such damages unless such be caused directly by errors in the contract or by the Owner, or his duly authorized representative. In case of emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions, in a diligent manner. He shall notify the Engineer and Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner. Where the Contractor has not acted but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed by the Owner.

- § 8.3.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner has made a timely and reasonable objection.

§ 8.4 Labor and Materials

- § 8.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- § 8.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner that: (1) materials and equipment furnished by the Contractor under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5. For a period of 12 months after Final Completion, the Contractor shall make good any defects in the work arising from improper or defective workmanship, or from defective materials and during which the Performance Bond Remains in effect.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

- § 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.
- § 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs 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 for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, Contractor and Subcontractors shall indemnify, hold harmless and defend the Owner, Village of Newport, Engineer, Engineer's consultants, and agents and employees of any of them from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any act or omission of the Contractor and/or Subcontractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor's or Subcontractor's obligation to indemnify the Owner, Village of Newport, Engineer, Engineer's consultants, and agents and employees of any of them for any judgment, mediation or arbitration award or settlement shall extend only to the percentage of negligence of Contractor or Subcontractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. In any and all claims

against the Village of Newport or any of its agents or employees, employee of Contractor or Subcontractor, the indemnification obligation under this paragraph shall not be limited by any limitation of amount or type of damages, compensation or benefits payable by or for Contractor or Subcontractor under workers' compensation and benefit acts or other employee benefit acts.

ARTICLE 9 Architect

Article 9 has been deleted from the contract since there is no Architect on the project.

ARTICLE 10 CHANGES IN THE WORK

§ **10.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing.

§ **10.2** The Owner may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

No changes in the work covered by the Contract Documents shall be made without having prior written approval of the Engineer. Charges or credits for the work covered by the approved change shall be determined by one of the following methods: An agreed upon lump sum, The actual cost of labor and fringe benefits, materials, consumable supplies, overhead, and profit.

The Owner may order extra work of the kind bid upon, or make changes by altering, adding, or deducting from the work without invalidating the Contract, the contract sum being adjusted accordingly, and the Consent of Surety being obtained where necessary or desirable. No claims for extra work or materials shall be allowed unless the work and price are approved in writing by the Owner.

No claim for extra work or cost shall be allowed unless it was done in pursuance of a written order from the Engineer or Owner and the claim is presented with the estimate(s) after the extra work is done. When the work is done in accordance with this Article, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of costs to the Engineer and Owner.

ARTICLE 11 TIME

§ **11.1** Time limits stated in the Contract Documents are of the essence of the Contract.

§ **11.2** If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ **11.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.2.3 Build America, Buy America Act (BABA) are requirements instituted by the Bipartisan Infrastructure Law of 2021 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States.

If applicable, the Contractor shall include Manufacturer's Certification for BABA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that Manufacturer will comply with BABA must be included with the bid submission. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation. Contractor shall certify upon completion that all work and materials have complied with BABA requirements.

§ 12.3 Certificates for Payment

Within seven days after receipt of the Contractor's Application for Payment, either (1) the Owner accept the Certificate for Payment in the full amount of the Application for Payment; (2) adjust the Certificate for Payment for such amount as the Owner determines is properly due, and notify the Contractor in writing of the Owner's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor of the Owner's reason for withholding certification in whole. If certification or notification is not made within such seven-

day period, the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

- § 12.4.1 After the Contractor has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.
- § 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
- § 12.4.3 Owner shall not have responsibility for payments to a subcontractor or supplier on work contracted by the Contractor. Owner is responsible for payments for tanks purchased by the owner.
- § 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

- § 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
- § 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner and the Owner will inspect to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

- § 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the owner finds the Work acceptable and the Contract fully performed, the Contractor will promptly issue a final Certificate for Payment.
- § 12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out

of the Contract.

- § 12.6.3** Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

The Contractor shall not enter upon any private property for any purpose without obtaining permission beforehand and shall be responsible for the preservation of all public and private property, trees, monuments, pipes, conduits, poles, lines and wires, walks, paving and other structures above and below ground along and adjacent to the work and shall use every precaution including bracing, covering, supporting or any other method necessary to prevent damage or injury. If he does such damage, he shall restore or repair it to its original condition at his own expense.

Protection of Existing Facilities

The Contractor shall conduct his operations and take all special temporary and permanent precautions necessary to insure a stable and secure job, and as may be required by the Contract Documents, the Engineer, the Owner, and the public utilities, to protect and sustain in normal service all existing structures, equipment, utility lines, roadways, and subsurface, submerged, and overhead facilities which are to remain in place and undisturbed by his operations under this contract completely at his own expense, unless otherwise provided for in the Contract Documents. The Contractor shall be held accountable for damage resulting from failure to exercise proper judgement in the progress of the work.

When power poles, light poles, pipes, or portions of any other existing structures, utilities, either visible or underground, constitute an unavoidable interference to his operations, the Contractor shall consult with the owner of such facility prior to performing any work at or near the same. If permitted by the owner of the facility, the Contractor shall relocate or temporarily remove, and later restore, the interfering portion of the facility, as directed by said owner and the project Owner, through the Engineer. If the owner of the facility so elects, he will perform such work with his own forces. Under either arrangement, the work shall be done at the Contractor's expense unless otherwise stated in the Contract Documents. The Contractor shall immediately notify the Engineer and the owner of any facilities which are disturbed, damaged or injured as a result of the Contractor's operations. The Contractor shall consult with the owner of such facility as to the proper method of replacing, repairing, or restoring the affected facilities to the conditions which existed prior to the Contractor's operations. If permitted by the owner of the facility the Contractor shall, at his own expense, replace, repair, or restore the affected facilities to their original condition, to the satisfaction of said owner. In the event that the owner of the facility desires to use his own forces to perform the replacement, repairing, or restoring of affected facilities, the Contractor shall reimburse the owner of said facilities for such expenses as said owner may accrue in performing such work. The Contractor shall not be entitled to receive additional compensation under this contract for such work. Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Contract Drawings, the Contractor shall notify the utility owner and the Engineer and assume full responsibility for that utility's protection or relocation as described above.

ARTICLE 14 CORRECTION OF WORK

§ **14.1** The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ **14.2** In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of twelve months year after Final Completion, correct work not conforming to the requirements of the Contract Documents.

§ **14.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.2.4 Materials Found at the Site

Please note that the Owner may wish to salvage portions of the façade prior to and during demolition. The Owner will discuss this work with the Contractor prior to starting the work to determine the scope and activity necessary to achieve the Owner's request.

All timber, fences, buildings, stone, sand, utility lines, and any other appurtenances, materials, or articles of value found on lands or in excavations within the contract limits shall be brought to the attention of the Owner. If such items are found in or upon lands of the Owner, they shall remain the property of the Owner. Such materials may, therefore, be used by the Contractor in the work at the discretion of the Engineer or the Owner, for purposes for which they are acceptable. If not otherwise claimed by the Owner or his representatives, such items shall be considered waste and shall be disposed of by the Contractor as stipulated hereafter. If such items are found in or upon lands or easements being used in the project but being owned by parties other than the Owner, they shall remain the property of such other owners. If claimed by these owners, the items shall be turned over to these owners at the site of the work as the Engineer directs. If such items are not claimed by these owners, they may similarly be used in the work as stipulated in the preceding paragraph or be considered waste and be disposed of by the Contractor as stipulated hereafter. Disposal of waste materials shall be the Contractor's responsibility as an integral part of the contract and shall be done without special payment from the Owner. Disposal shall take place outside the project limits and shall be done by the Contractor exclusively at his discretion and be solely his responsibility.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors.
3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4. is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may;

1. take possession of the site and of all materials thereon owned by the Contractor, and
2. finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor, the amount adjusted for costs incurred by the Owner for administration, Engineering, and other fees or costs. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

None

This Agreement entered into as of the day and year first written above.

Owner (Signature)

Contractor (Signature)

Owner Print Name

Contractor Print Name

License # / Jurisdiction

Attachments

GC-2

New York State Prevailing Wage Rate Schedule



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of New Port

Mark de Amorim Pereira
1 Fairchild Square
Clifton Park NY 12065

Schedule Year 2024 through 2025
Date Requested 02/12/2025
PRC# 2025001830

Location 7456 East Street
Project ID#
Project Type Controlled Demolition Transport and Disposal of School Materials

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of New Port

Mark de Amorim Pereira
1 Fairchild Square
Clifton Park NY 12065

Schedule Year 2024 through 2025
Date Requested 02/12/2025
PRC# 2025001830

Location 7456 East Street
Project ID#
Project Type Controlled Demolition Transport and Disposal of School Materials

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Amount of Contract: \$ _____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:

☐ (01) General Construction

☐ (02) Heating/Ventilation

☐ (03) Electrical

☐ (04) Plumbing

☐ (05) Other : _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

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

Chapter 629 of
the Labor Laws
of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
<https://dol.ny.gov/bureau-public-work>



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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

New York State Department of Labor
 Bureau of Public Work
 State Office Campus, Bldg. 12
 Albany, NY 12226

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

Herkimer County General Construction

Boilermaker

02/01/2025

JOB DESCRIPTION Boilermaker

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2024

Boilermaker

\$ 40.84

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker

\$26.51
+ 1.49*

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

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
19.71	19.71	20.69	21.64	22.62	23.60	24.57	25.53
+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**

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

1-197

Carpenter - Building

02/01/2025

JOB DESCRIPTION Carpenter - Building

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Seneca, Yates

WAGES

Per hour:

07/01/2024

07/01/2025

Additional

Carpenter	\$ 30.85	\$ 1.30*
Floor Coverer	30.85	1.30*
Carpet Layer	30.85	1.30*
Drywall	30.85	1.30*
Diver - Wet Day	61.25	0.00
Diver - Dry Day	31.85	1.30*
Dive Tender	31.85	1.30*

*To be allocated at a later date.

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

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the Journeyworker's rate of pay when performing piledriving/dock building work.

- Certified Welders shall receive \$1.00 per hour over the Journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work.
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 80' no additional fee
 - 81' to 100' additional \$0.50 per foot
 - 101' to 150' additional \$0.75 per foot
 - 151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$0.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 21.69

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 12.60 \$ 12.61 \$ 15.21 \$ 15.21

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

- Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

6-277B-Cay

Carpenter - Building / Heavy&Highway

02/01/2025

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Wages per hour: 07/01/2024

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

OVERTIME PAY

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

HOLIDAY

Paid: See (5) on HOLIDAY PAGE

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

Notes:

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

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

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

Carpenter - Heavy&Highway

02/01/2025

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Chenango, Herkimer, Madison, Oneida, Otsego

WAGES

Per hour 07/01/2024

Carpenter	\$ 42.28
Piledriver	42.28
Diver-Wet Day	67.28
Diver-Dry Day	43.28
Diver-Tender	43.28

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

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

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

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

REGISTERED APPRENTICES

CAPRENTER APPRENTICES

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

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%
Supplemental Benefits per hour:				
\$ 18.58	\$ 19.14	\$ 21.19	\$ 21.74	\$ 22.29

PILEDRIIVER/DOCKBUILDER APPRENTICES

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

1st	2nd	3rd	4th
65%	70%	75%	80%
Supplemental Benefits per hour:			
\$ 18.58	\$ 19.14	\$ 21.19	\$ 21.74

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.

- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

2-277HH-CHMOO

Electrician

02/01/2025

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES

Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.

Chenango: Only the Townships of Columbus, New Berlin and Sherburne.

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

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

Tompkins: Only the Township of Groton.

Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

WAGES

Per hour:	07/01/2024	06/01/2025 Additional	06/01/2026 Additional
Electrician	\$ 47.00	\$ 5.00*	\$ 5.25*
Teledata	47.00		
Cable Splicer	51.70		

* To be allocated at a later date.

NOTE: Additional premiums for the following work listed (Amounts subject to premiums):

- Additional \$2.50 per hour for work performed over 35 feet above the ground, floor, or roof levels or where work is required in tunnels, shafts, or under compressed air 35 feet below the ground level.

- Additional \$3.00 per hour for working over 50 feet above or below ground, floor, or roof level. This includes work on ladders, "toothpicks", scaffolds, boatswain chairs, towers, smokestacks or other open structures, or mechanical lifts used over 60 feet.

Occupied Conditions: When necessary to perform alteration and/or renovation work and owner mandates (due to occupied conditions) prevent the work from being performed during "normal" working hours (defined as between 6:00 a.m. and 4:30 p.m. Monday through Friday), alternate hours may be worked, provided: 1) The hours are established for a minimum of five (5) days duration or the length of the job, whichever is shorter; and 2) An entire work scope within a job-site area is performed utilizing the varied hours. If these conditions are satisfied, all hours worked Monday through Friday of a shift that starts before or ends after the "normal" hours, shall be paid at the appropriate rate plus fifteen percent (15%). However, the following restrictions shall apply:

- 1) "Alternate" hours shall consist of a minimum of eight (8) consecutive hours per day.
- 2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (day-shift + 15%).
- 3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
- 4) Hours worked on Sundays and Holidays shall be paid at double the straight time rate.
- 5) Work of a new construction nature may not be worked under these conditions.

SHIFT WORK

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

1ST SHIFT	8:00AM - 4:30PM:	Regular wage rate
2ND SHIFT	4:30 PM - 1:00 AM:	Regular wage rate plus 15%
3RD SHIFT	12:30 AM - 9:00 AM:	Regular wage rate plus 25%

SUPPLEMENTAL BENEFITS

Per hour:

	\$ 31.92 plus
Journeyworker	3% of hourly wage paid*

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

OVERTIME PAY

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

* NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.

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

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 15, 26) on HOLIDAY PAGE

NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

REGISTERED APPRENTICES

WAGES per hour: Hourly terms at the following percentage of Journeyworker's wage.

1st period 40% (0-1000 hrs.)	\$ 18.80
2nd period 45% (1001-2000)	21.15
3rd period 50% (2001-3500)	23.50
4th period 60% (3501-5000)	28.20
5th period 70% (5001-6500)	32.90
6th Period 80% (6501-8000)	37.60

SUPPLEMENTAL BENEFITS per hour:

1st period	\$ 14.34*
2nd period	14.34*
3rd period	28.92*
4th period	29.52*
5th period	30.12*
6th period	30.72*

* PLUS 3% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM RATE.

6-43

Elevator Constructor

02/01/2025

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour	07/01/2024	01/01/2025
Mechanic	\$ 55.32	\$ 57.73
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

SUPPLEMENTAL BENEFITS

Per hour	07/01/2024	01/01/2025
Journeyworker/Helper	\$ 37.885*	\$ 38.435*

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

1-35

Glazier	02/01/2025
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JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego

WAGES

Per Hour:	07/01/2024
Glazier	\$ 28.00

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 26.69
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OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms:

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

Supplemental Benefits per hour:

Appr. 1st term	\$ 12.87
Appr. 2nd term	12.87
Appr. 3rd term	18.87
Appr. 4th term	18.87
Appr. 5th term	19.87
Appr. 6th term	19.87
Appr. 7th term	20.87
Appr. 8th term	20.87

5-677.Z-2

Insulator - Heat & Frost

02/01/2025

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 7

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES

Per hour: 07/01/2024

Asbestos Installer	\$ 41.50
Insulation Installer	41.50
(On mechanical systems only)	

SHIFT WORK

The following rates will apply on all contracting agency-mandated shifts worked:

1st Shift	\$ 41.50
2nd Shift	47.72
3rd Shift	49.80

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 25.09
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OVERTIME PAY

See (*B1, **K, P) on OVERTIME PAGE

*NOTE: First 10 hours on Saturday.

**NOTE: Holidays that fall on Sunday are subject to double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (2*,4,6,28) on HOLIDAY PAGE

*Triple time for Labor Day if worked.

REGISTERED APPRENTICES

WAGES per hour: One (1) year terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%
\$ 24.90	\$ 29.05	\$ 33.20	\$ 37.35

SUPPLEMENTAL BENEFITS per hour:

\$ 22.59	\$ 22.59	\$ 25.09	\$ 25.09
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7-30-Syracuse

Ironworker

02/01/2025

JOB DESCRIPTION Ironworker

DISTRICT 7

ENTIRE COUNTIES

Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

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

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

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

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

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

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

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

WAGES

Per hour:	07/01/2024	07/01/2025 Additional	07/01/2026 Additional
Structural/Reinforcing	\$ 33.50	\$ 2.63*	\$ 2.74*
Mach. Mover/Ornamental	33.50	2.63*	2.74*
Stone Derrickman	33.50	2.63*	2.74*
Chain Link Fence	33.50	2.63*	2.74*
Sheeter Ironworker	33.50	2.63*	2.74*
Pre-Engineered Building	33.50	2.63*	2.74*
Window Erector	33.50	2.63*	2.74*
Precast Erector	33.50	2.63*	2.74*
Welder	33.50	2.63*	2.74*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 32.28

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

1-1500hrs	\$ 21.50
1501-3000hrs	23.50
3001-4500hrs	25.50
4501-6000hrs	27.50

SUPPLEMENTAL BENEFITS per hour:

1-1500hrs	\$ 13.69
1501-3000hrs	22.06
3001-4500hrs	23.26
4501-6000hrs	24.45

7-440

Laborer - Building

02/01/2025

JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

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

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

WAGES

GROUP #1: Basic

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

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

GROUP #4: Blaster, Formsetter, Riding Mortar Buggy

GROUP #5: Hazardous Waste Removal

GROUP #6: Asbestos and Lead Removal

WAGES per hour:	07/01/2024
Building Laborer:	
Group # 1	\$ 32.64
Group # 2	32.79
Group # 3	33.04
Group # 4	33.14

Group # 5 34.14
Group # 6 34.14

SUPPLEMENTAL BENEFITS

Per hour:
07/01/2024
All groups \$ 27.30

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour
1000 Hour terms at the following percentage of Journey person's basic hourly wage.

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

Supplemental Benefits per hour worked

07/01/2024
Apprentices \$ 27.30

1-190z2B

Laborer - Heavy&Highway

02/01/2025

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

Fulton: Only Townships of Stratford, Oppenheim, Caroga and Ephratah
Montgomery: Only Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root.

WAGES

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

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

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

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

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

Per hour: 07/01/2024

Heavy/Highway Laborer:

GROUP # A	\$ 40.65
GROUP # B	40.85
GROUP # C	41.05
GROUP # D	41.25
GROUP # E	43.15

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 28.69

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

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

SUPPLEMENTAL BENEFITS per hour worked

Apprentices \$ 28.69

1-190z2H/H

Laborer - Tunnel

02/01/2025

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

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

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

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

Per Hour

07/01/2024

Class 1	\$ 47.20
Class 2	49.20
Class 4	51.45
Class 5	43.45

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

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 29.15

OVERTIME PAY

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

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

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

1-190/157T

Lineman Electrician

02/01/2025

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

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

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

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

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

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

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour: 07/01/2024

Group A:

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

Group B:

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

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:

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

Group B:

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

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

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

Group A:

Lineman, Tech, Welder	\$ 60.22
Crane, Crawler Backhoe	60.22
Cable Splicer	66.24
Certified Welder,	

Pipe Type Cable 63.23

Group B:

Digging Mach. Operator	54.20
Tractor Trailer Driver	51.19
Groundman, Truck Driver	48.18
Equipment Mechanic	48.18
Flagman	36.13

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:

Lineman, Tech, Welder	\$ 61.41
Crane, Crawler Backhoe	61.41

Group B:

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

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

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

Group B	\$ 26.90
	*plus 7% of the hourly wage paid

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

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90
*plus 7% of
the hourly
wage paid

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

6-1249a

Lineman Electrician - Teledata

02/01/2025

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

	07/01/2024	01/01/2025
Cable Splicer	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 37.24	\$ 38.73
Groundman	\$ 19.74	\$ 20.53

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

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

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

02/01/2025

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

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

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

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

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

A flagger's duties shall consist of traffic control only.

Per hour: 07/01/2024

Group A:

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

Group B:

Digging Machine	45.49
Tractor Trailer Driver	42.96
Groundman, Truck Driver	40.43
Equipment Mechanic	40.43
Flagman	30.32

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

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

Group B	\$ 26.90
	*plus 7% of the hourly wage paid

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

OVERTIME PAY

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

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90

*plus 7% of
the hourly
wage paid

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

02/01/2025

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour: 07/01/2024

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

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

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Journeyworker	\$ 10.48
	*plus 4.5% of the hourly wage paid

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

OVERTIME PAY

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

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

HOLIDAY

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

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

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

6-1249TT

Mason - Building

02/01/2025

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Herkimer, Jefferson, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

Madison: Entire County except the Townships of Sullivan & Cazenovia

WAGES

Per hour 07/01/2024

Tile/Marble/Terrazzo

Setter	\$ 35.85
Finisher	28.52

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setters	\$ 20.01
Journeyman Finishers	19.30

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Hour terms at the following percentage of journeyman's wage

Setter:	
1st term 500 hours	60%
2nd term 1000 hours	70%
3rd term 1000 hours	80%
4th term 1000 hours	85%
5th term 1000 hours	90%
6th term 1500 hours	95%

Finsher:	
1st term 500 HOURS	70%
2ND term 1000 HOURS	80%
3RD term 1000 HOURS	90%
4TH term 1200 HOURS	95%

Supplemental Benefits per hour worked

Setter:	
1st & 2nd Term	\$ 12.41
3rd & 4th Term	16.21
5th Term	18.11
6th Term	20.01

Finishers:	
1st & 2nd Term	\$ 11.76
All others	15.53

12-2TS.2

Mason - Building

02/01/2025

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Lewis: The townships of Lewis, Leyden, Osceola, Turin and West Turin
Madison: Entire County except the Townships of Sullivan and Cazenovia

WAGES

Per hour 07/01/2024

Bricklayer/Blocker	\$ 39.24
Cement Mason(Bldg)	39.24
Plasterer/Fireproofing*	39.24
Stone Mason	39.24
Concrete Cutter	39.24
Pointer/Caulker/Cleaner	39.24

Additional \$.25 per hr. for work in restricted radiation area of atomic plant.

Additional \$5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*)Fireproofers on Structural only.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 21.63
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

All Terms	\$21.63
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12-2b.2

Mason - Heavy&Highway

02/01/2025

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 12-2h/h on.

WAGES

Per hour

07/01/2024

Mason & Bricklayer	\$ 42.26
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Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 22.43
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

0 to 500 Hours	\$ 13.68
All Other	22.43

12-2hh.1

Millwright

02/01/2025

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2024	07/01/2025
		Additional
Millwright - Power Generation	\$ 45.00	\$2.50*
* To be allocated at a later date.		

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided they are directed to perform Certified Welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker	\$ 27.95*
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*NOTE: Subject to OT premium

OVERTIME PAY

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

HOLIDAY

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

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground	1.00
(500' and below)	

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	23.14

Appr. 3rd year	24.74
Appr. 4th year	26.35

6-1163Power

Millwright

02/01/2025

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Herkimer, Madison, Seneca, Tioga, Yates

WAGES

Per hour:	07/01/2024	07/01/2025 Additional
Building	\$ 36.00	\$ 3.00*
Heavy & Highway	39.50	3.00*

* To be allocated at a later date.

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- On Building projects, If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 25.54
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OVERTIME PAY

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

HOLIDAY

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

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on a Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste (Bldg)	1.50
Hazardous Waste (H/H)	2.00
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	21.45
Appr. 3rd year	22.81
Appr. 4th year	24.18

6-1163 Zone 2

Operating Engineer - Building

02/01/2025

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

NOTE:

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

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

CLASS A1*: All cranes that require A NYS crane license, tower cranes**(including self erecting), hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

CLASS A:

Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill, Profiler/Milling machine.

CLASS B:

Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, belcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

WAGES per hour

	07/01/2024	07/01/2025
Class A1*	\$ 53.11	\$ 55.42
Class A	52.62	54.93
Class B	51.60	53.91
Class C	48.70	51.01

(*) TONNAGE RATING PREMIUMS:

Note: Additional value subject to same premiums as shown for OT

All cranes 1000 tons and over, A1 rate plus \$7.00

All cranes 800-999 tons, A1 rate plus \$6.00

All cranes 600-799 tons, A1 rate plus \$5.00

All cranes 400-599 tons, A1 rate plus \$4.00

All cranes 200-399 tons, A1 rate plus \$3.00

All cranes 111-199 tons, A1 rate plus \$2.25

All cranes 110 tons and under, A1 rate only

(**)Additional \$0.50 per hr on A1 rate for Tower Cranes (no tonnage premiums apply)

Additional \$2.50 per hr over B rate for Nuclear Leader work.

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

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2024	07/01/2025
Journeyworker	\$ 32.40	\$ 33.50

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.

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

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyworker's wage Class B

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

Supplemental Benefits per hour worked

	07/01/2024	07/01/2025
All terms	\$ 27.70	\$ 28.80

1-158 Alb

Operating Engineer - Heavy&Highway

02/01/2025

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

NOTE:

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

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

CLASSIFICATION A1*: All Cranes that require a NYS Crane License; tower cranes(including self erecting)**; hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Blacktop Roller, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, PB-4 and similar type, Power Grader, Profiler/Milling Machine (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (Non-Automated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(Non-Automated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, Hi Pressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler/Milling Machine (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

WAGES per hour

	07/01/2024	07/01/2025
Class A1*	\$ 57.90	\$ 60.30
Class A	54.90	57.30
Class B	53.99	56.39
Class C	51.42	53.82

(*) TONNAGE RATING PREMIUMS:

Cranes over 1000 tons, A1 rate plus \$7.00

Cranes from 800-999 tons, A1 rate plus \$6.00

Cranes from 600-799 tons, A1 rate plus \$5.00

Cranes from 400-599 tons, A1 rate plus \$4.00

Cranes from 200-399 tons, A1 rate plus \$3.00

Cranes from 111-199 tons, A1 rate plus \$2.00

Cranes from 65-110 tons, A1 rate plus \$1.50

Cranes from 0-64 Tons, A1 rate only

NOTE: Additional value subject to same premiums as shown for OT

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

-- Cranes in Luffer Configuration, A1 rate plus \$5.00

-- Cranes with external ballast (tray or wagon), A1 rate plus \$5.00

NOTE: Additional value subject to same premiums as shown for OT

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

SHIFT WORK

Additional \$2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2024	07/01/2025
Journeyworker	\$ 32.60	\$ 33.70

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyworker's wage Class B

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

Supplemental Benefits per hour worked

	07/01/2024	07/01/2025
All Terms	\$ 27.45	\$ 28.30

Operating Engineer - Survey Crew

02/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief	\$ 50.65
Instrument Person	46.54
Rod Person	34.55

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 29.75
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OVERTIME PAY

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

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2024

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

SUPPLEMENTAL BENEFIT per hour worked:

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

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

02/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief	\$ 50.65
Instrument Person	46.54
Rod Person	34.55

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 29.75
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OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

07/01/2024

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

SUPPLEMENTAL BENEFIT per hour worked:

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

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

02/01/2025

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinus Widener; Shell Winder; Steam Cleaner; Tractor.

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

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

CRANES:

Crane 1: All cranes, including self-erecting.

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

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

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

SUPPLEMENTAL BENEFITS

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

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

Painter

02/01/2025

JOB DESCRIPTION Painter

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES

Lewis: Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.

Ontario: The City and Township of Geneva.

Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour: 07/01/2024

Basic Rate (Brush & Roll)	\$ 27.27
Sign Painting	27.27
Lead Based Paint Abatement	27.27
Drywall Taper/ Finisher	28.02
Wallcovering	28.02
Drywall Machine Operator	28.52
Spray	27.77
Parking Lot, Hwy Striping	27.77
Epoxy (Brush-Roller)	27.77
Epoxy (Spray)	27.77
Sandblasting (Operator)	27.77
Boatswain Chair	27.77
Swing Scaffold	27.77
Structural Steel	27.77
(except bridges,tanks,tunnel)	
Coal Tar epoxy	28.77
Asbestos Encapsulation	29.47

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES, TANKS, OR TUNNELS.

SHIFT WORK

FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 3:00 PM, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.53

OVERTIME PAY

See (B, *F, R) on OVERTIME PAGE

* NOTE - On exterior work only, if work was missed during the week due to inclement weather, Saturday may be worked at straight time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: A holiday that falls on a Saturday will be celebrated on the preceding Friday. A holiday that falls on a Sunday will be celebrated on the following Monday.

REGISTERED APPRENTICES

WAGES per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00

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

1st	2nd	3rd	4th	5th	6th
-----	-----	-----	-----	-----	-----

\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 23.00		
SUPPLEMENTAL BENEFITS per hour:							
Painter/Decorator:							
1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.50	\$ 6.50	\$ 7.50	\$ 7.50	\$ 10.50	\$ 10.50	\$ 13.00	\$ 13.00
Drywall Taper/ Finisher:							
1st	2nd	3rd	4th	5th	6th		
\$ 7.50	\$ 7.50	\$ 7.50	\$ 10.00	\$ 10.00	\$ 12.00		

6-31

Painter	02/01/2025
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JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Bridge	\$ 43.81
Tunnel	43.81
Tank*	41.81

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 31.39

OVERTIME PAY

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

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

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following wage:

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

Supplemental benefits per hour:

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

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher	02/01/2025
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JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

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

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2024
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Journeyworker:	
All classification	\$ 12.79

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid:	See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime:	See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

	07/01/2024
1st year	\$ 19.67
2nd year	21.63
3rd year	23.60
1st year*	\$ 22.06
2nd year*	22.07
3rd year*	24.14
1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:	
1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plumber

02/01/2025

JOB DESCRIPTION Plumber

DISTRICT 7

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Hamilton: Only the Town of Inlet.

Lewis: Towns of Lewis, Leyden, Lyonsdale, and West Turin.

Madison: Towns of Brookfield, Eaton, Fenner, Hamilton, Lebanon, Lenox, Lincoln, Madison, Nelson, Oneida, Smithfield, and Stockbridge.

Otsego: Towns of Cherry Valley, Exeter, Middlefield, Otsego, Plainfield, Richfield, Roseboom, and Springfield.

WAGES

Per hour:	07/01/2024	05/01/2025	05/01/2026
		Additional	Additional
Plumber	\$ 43.65	\$ 3.35*	\$ 3.45*
Steamfitter	43.65	3.35*	3.45*

*To be allocated at a later date

SHIFT WORK

Agency-mandated shift operations:

1. Shift work shall start no earlier than 6AM Monday and will conclude no later than 9AM Saturday (overtime premiums applicable after 8 hours in a shift).
2. Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.
3. 3 consecutive work days or more:
 - First Shift - Regular hourly rate.
 - Second Shift - Regular hourly rate plus 12%.
 - Third Shift - Regular hourly rate plus 18%.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 14.90
 + 17.85**

** This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

OVERTIME PAY

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

*Portion of supplemental benefits subject to V code when project cost is over \$100 million (including engineering & architecture).

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it will be observed the following day. If a holiday falls on Saturday, it will be observed that day unless so determined by the Federal Government to be celebrated on a different day.

REGISTERED APPRENTICES

WAGES: Yearly terms at the following percentages of Journeyworker's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	85%

SUPPLEMENTAL BENEFITS per hour:

1st Term: \$ 14.90
 + 8.35**

All others: \$ 14.90
 + 13.39**

** This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

7-112n-SF

Roofer

02/01/2025

JOB DESCRIPTION Roofer

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour: 07/01/2024

Roofer, Waterproofer \$ 34.25

NOTE - Does not include metal roof flashings, gravel stop, or metal roofing; See Sheetmetal Worker wage schedule.

Additional per hour:

Green Roofing** \$ 0.25

Pitch Removal & Appl. 1.50

Asbestos Abatement 1.50

** Green Roofing is any component of green technology or living roof above the roof membrane including, but not limited to, the fabric, dirt and plantings.

SHIFT WORK

WHEN MANDATED BY THE OWNER OR CONTRACTING AGENCY, THERE IS AN ADDITIONAL PREMIUM OF \$4.00/HR FOR HOURS WORKED BEFORE 5:30AM AND AFTER 5:30PM.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker \$ 25.85

Additional contribution 0.75
on any Asbestos Abatement work

OVERTIME PAY

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

*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY

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

NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the Journeyworker's wage:

1st term (0 to 999)	65%
2nd term (1000 to 1999)	70%
3rd term (2000 to 2999)	75%
4th term (3000 to 3999)	85%

Additional per hour:
Green Roofing** \$ 0.25
Pitch Removal & Appl. 1.50
Asbestos Abatement 1.50

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 19.48
2nd term	21.40
3rd term	24.85
4th term	25.85

Additional contribution \$ 0.75
on any Asbestos Abatement work

6-195

Sheetmetal Worker

02/01/2025

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour: 07/01/2024

Sheetmetal Worker:
**(under \$10 million) \$ 35.25
**(over \$10 million) \$ 36.25

**For total cost of Sheetmetal contract only.

TO INCLUDE METAL ROOF FLASHINGS, GRAVEL STOP, AND METAL STANDING SEAM ROOFING.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker \$ 22.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th	5th
45%	55%	65%	75%	85%

SUPPLEMENTAL BENEFITS per hour:

1st	2nd	3rd	4th	5th
\$13.53	\$14.60	\$15.66	\$17.77	\$18.84

6-58

Sprinkler Fitter

02/01/2025

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2024

Sprinkler \$ 42.00
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 28.82

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.03	\$ 22.26	\$ 24.24	\$ 26.46	\$ 28.69	\$ 30.91	\$ 33.14	\$ 35.37	\$ 37.59	\$ 39.82

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.18	\$ 20.90	\$ 20.90	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15

1-669

Teamster - Building

02/01/2025

JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Oneida

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

WAGES

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers,
dump trucks, pick-ups, panel, water trucks, fuel trucks on the site
(including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2024	07/01/2025
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Group A	\$ 31.44	\$ 34.65
Group B	31.74	34.95

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 28.58	\$ 29.56
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

1-294z2

Teamster - Heavy&Highway

02/01/2025

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES

GROUP #1:

Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:

Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2024
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Group #1	\$ 39.75
Group #2	39.81
Group #3	39.90
Group #4	40.03
Group #5	40.19

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

SHIFT WORK

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.97
+\$1.00 per*
hour worked

(*) not applicable to paid holidays

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

1-294h/h

Welder

02/01/2025

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2024

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

- (S) Two and one half times the hourly rate for Holidays
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

- ☐ 1. New Building
☐ 2. Addition to Existing Structure
☐ 3. Heavy and Highway Construction (New and Repair)
☐ 4. New Sewer or Waterline
☐ 5. Other New Construction (Explain)
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
☐ 7. Demolition
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy
Highway/Sewer/Water)
☐ Tunnel
☐ Residential
☐ Landscape Maintenance
☐ Elevator maintenance
☐ Exterminators, Fumigators
☐ Fire Safety Director, NYC Only

- ☐ Fuel Delivery
☐ Guards, Watchmen
☐ Janitors, Porters, Cleaners,
Elevator Operators
☐ Moving furniture and
equipment
☐ Trash and refuse removal
☐ Window cleaners
☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 02/28/2025

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AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	NYC		CHARLES ZAHRAKKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026

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DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027

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DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

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DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLEN TOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028

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DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DA		SILVANO TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029

NYSDOL Bureau of Public Work Debarment List 02/28/2025

Article 8

DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

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DBRA Conditions and Schedules

Appendix A to Part 33—Term and Condition

Each procurement contract signed by an EPA financial assistance agreement recipient, including those for an identified loan under an EPA financial assistance agreement capitalizing a revolving loan fund, must include the following term and condition:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of [40 CFR part 33](#) in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

DBRA Requirements for Contractors and Subcontractors Under EPA Grants

The contractor acknowledges that by entering into this contract with a contracting agency, funded by an Environmental Protection Agency assistance agreement (grant), the contractor agrees to comply with the following terms and conditions in accordance with [29 CFR 5.5](#), if this contract is for activities covered under Davis-Bacon and Related Acts (DBRA) and exceeds (or will exceed) \$2,000. Definitions for many of the terms used below are provided in [29 CFR 5.2](#).

For the purposes of this clause, non-Federal entities that enter into contracts with contractors are considered “contracting agencies”. Contracting agencies may be EPA grant recipients and/or subrecipients at any tier (including borrowers). “Contracting officers” work for contracting agencies.

(a) Required Contract Clauses

(1) Minimum Wages

(i) Wage rates and fringe benefits

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the [Davis-Bacon poster \(WH-1321\)](#) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR Part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days

of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the [Wage and Hour Division under paragraphs \(a\)\(1\)\(iii\)\(C\) and \(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding

(i) Withholding requirements

The EPA, grant recipient, subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be

considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)).

The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the **EPA, grant recipient, subrecipient at any tier, and/or contracting agency** may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) Records and certified payrolls

(i) Basic record requirements

(A) Length of record retention

All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the

work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) Information required

Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits

Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements

(A) Frequency and method of submission

The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the **contracting agency** if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **contracting agency**. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each

worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance

Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH–347

The weekly submission of a properly executed certification set forth on the reverse side of [Optional Form WH–347](#) will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.

(E) Signature

The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) Length of certified payroll retention

The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents

The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) Required disclosures and access

(A) Required record disclosures and access to workers

The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that **the EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the **EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements

If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures

Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the **Environmental Protection Agency** if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **EPA, recipient, or subrecipient at any tier, contracting agency**, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and Equal Employment Opportunity

(i) Apprentices

(A) Rate of pay

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits

Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio

The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates

Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity

The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) is reserved

(6) *Subcontracts*

The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section or a link to the **DBRA Requirements for Contractors and Subcontractors Under EPA Grants** document on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) – (9) are reserved

(10) *Certification of Eligibility*

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) *Anti-Retaliation*

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

For contracts over \$100,000, additional Terms and Conditions apply. The DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants document is available on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage provides the additional requirements provided under [29 CFR 5.5](#).

DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants

Under the Davis-Bacon and Related Acts (DBRA), all contracts awarded under EPA assistance agreements (grants) in excess of \$100,000 that involve the employment of mechanics or laborers require contractors and subcontractors to comply with the overtime provisions of the Contract Wage Hours and Safety Standards Act (CWHSSA) at 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations in [29 CFR Part 5](#) and [2 CFR 200 Appendix II\(E\)](#). By accepting this contract, you agree to comply with the requirements of CWHSSA described below, in addition to the DBRA Requirements for Contractors Under EPA Grants.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. For the purposes of this provision, the terms "laborers and mechanics" include watchpersons and guards.

(b) Contract Work Hours and Safety Standards Act (CWHSSA).

(1) Overtime requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for Unpaid Wages and Liquidated Damages

(i) Withholding process.

The EPA, recipient, or subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or

assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) Subcontracts

The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part

"General Decision Number: NY20250031 02/07/2025

Superseded General Decision Number: NY20240031

State: New York

Construction Types: Building, Heavy and Highway

County: Herkimer County in New York.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025

ASBE0030-001 05/01/2024

	Rates	Fringes
Asbestos/Insulator Worker includes application of all materials, protective coverings, coatings and finishings to all types of mechanical systems. Also the application of firestopping material to openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement.....	\$ 41.50	25.04
HAZARDOUS MATERIAL HANDLER SCOPE OF WORK: DUTIES LIMITED TO preparation, wetting, stripping, removal, scrapping, vacuuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not from mechanical system.....	\$ 38.50	25.04

* BOIL0197-001 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 43.34	27.66

BRNY0002-002 07/01/2024

BUILDING CONSTRUCTION

UTICA CHAPTER

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS & STONE MASONS, CEMENT MASONS, PLASTERERS, POINTERS, CLEANERS & CAULKERS.....	\$ 37.74	20.68
MARBLE, TILE & TERRAZZO WORKERS.....	\$ 35.85	20.37
MARBLE, TILE & TERRAZZO FINISHERS.....	\$ 28.52	19.59

BRNY0002-010 06/01/2018

HEAVY/HIGHWAY CONSTRUCTION

UTICA CHAPTER

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.23	19.51+a

FOOTNOTE:

- a. Paid Holidays: Memorial Day, July the 4th, Labor Day, and Thanksgiving Day (provided the employee is employed one day before and one day after the holiday).

CARP0277-005 07/01/2024

	Rates	Fringes
CARPENTER		
BUILDING CONSTRUCTION		
Carpenters, Millwrights....	\$ 30.85	21.32
Piledriver.....	\$ 28.00	20.11
HEAVY & HIGHWAY CONSTRUCTION.....	\$ 42.28	26.26

ELEC0043-005 06/01/2024

Rates	Fringes
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CABLE SPLICER.....	\$ 51.70	33.47
ELECTRICIAN.....	\$ 47.00	33.33

ELEC1249-003 05/01/2023

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)		
Flagman.....	\$ 29.59	7%+35.40
Groundman (Truck Driver)....	\$ 39.46	7%+35.40
Groundman Truck Driver (tractor trailer unit).....	\$ 41.92	7%+35.40
Lineman & Technician.....	\$ 49.32	7%+35.40
Mechanic.....	\$ 39.46	7%+35.40

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-004 05/01/2023

	Rates	Fringes
ELECTRICIAN (Line Construction) Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual		

purpose of ground fault
protection and fiber optic
capabilities :

Flagman.....	\$ 34.44	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit).....	\$ 48.79	7%+35.40
Groundman Truck driver.....	\$ 45.92	7%+35.40
Lineman and Technician.....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40

Substation:

Cable Splicer.....	\$ 63.14	7%+38.40
Flagman.....	\$ 34.44	7%+35.40
Ground man truck driver....	\$ 45.92	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit).....	\$ 48.79	7%+35.40
Lineman & Technician.....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40

Switching structures;
railroad catenary
installation and
maintenance, third rail
type underground fluid or
gas filled transmission
conduit and cable
installations (including
any and all fiber optic
ground product by any
other name manufactured
for the dual purpose of
ground fault protection
and fiber optic
capabilities), pipetype
cable installation and
maintenance jobs or
projects, and maintenance
bonding of rails; Pipetype
cable installation

Cable Splicer.....	\$ 64.59	7%+38.40
Flagman.....	\$ 35.23	7%+35.40
Groundman Digging Machine Operator.....	\$ 52.85	7%+35.40
Groundman Truck Driver (tractor-trailer unit).....	\$ 49.91	7%+35.40
Groundman Truck Driver.....	\$ 46.98	7%+35.40
Lineman & Technician.....	\$ 58.72	7%+38.40
Mechanic.....	\$ 46.98	7%+35.40

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-008 01/01/2024

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 39.24	3%+5.70
Groundman.....	\$ 19.74	3%+5.70
Installer Repairman-Teledata		
Lineman/Technician-Equipment Operator.....	\$ 37.24	3%+5.70
Tree Trimmer.....	\$ 31.45	3%+10.48

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ELEV0035-002 01/01/2024

	Rates	Fringes
Elevator Constructor.....	\$ 55.32	37.885+a+b

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0158-004 07/01/2024

HERKIMER COUNTY (Area East of a line running North and South through the railroad station at Little Falls)

	Rates	Fringes
Power equipment operators:		
(BUILDING)		
GROUP A(1).....	\$ 53.11	32.58
1.....	\$ 49.06	30.74
2.....	\$ 50.06	30.74
GROUP A.....	\$ 52.62	32.58
GROUP B.....	\$ 51.60	32.58
GROUP C.....	\$ 48.70	32.58

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirllies, dragline.

GROUP A(1): Crane Premiums

- 1 over 150' :add \$1.00
- 2 over 200' : add \$2.00

GROUP A: Shovel, All backhoe (except tractor mounted rubber tired John Deere 510 or smaller), gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant and tractor road paver.

GROUP B: Backhoe, (tractor mounted rubber tired equivalent to John Deere 510 or less), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hosting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

GROUP C: Fork lift, high lift, lull, Oiler, fireman and heavy- duty greaser, boilers, and steam generators, pump, vibrator, motor mixer, air compressor, dust collector,

welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day Labor Day, Thanksgiving Day, and Christmas Day

ENGI0158-012 07/01/2024

HERKIMER COUNTY (Area West of a line running North and South through the railroad station at Little Falls)

	Rates	Fringes
Power equipment operators:		
BUILDING		
GROUP 1.....	\$ 54.90	32.45
GROUP 2.....	\$ 53.99	32.45
GROUP 3.....	\$ 51.42	32.45
GROUP 4.....	\$ 57.01	32.45

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (BUILDING)

GROUP 1: Air plako, asphalt and blacktop roller, automated concrete spreader (CMI or equivalent), automated fine grade machine (CMI), backhoe, elt palcer, blacktop spreader (such as barber Green & Blaw Knox), blacktop plant (automated), blast or rotary drill (truck or cat mounted), boom truck, cableway, caisson auger, central mix plant (automated), cherry picker (15 tons), concrete pump, crane, crusher (rock), derrick, diesel power unit, dragline, dredge, dual drum paver, elevating grader (self-propelled), elevator hoist (2 cage), excavator (all purpose-hydraulically operated), fork lift (loed and lull and other rough terrain type), front end loader (4 c.y. and over), gradall, grader (power), head tower (Saurman or equal), host (2 or 3 drum), hydroblaster (laser pump), work boat operator (LCM), light plants (compressors and generators), locomotive,maintenance engineer, maintenance welder, mine hoist, mucking machine or mole, overhead crane -fixed permanent, pile driver, quarry master or equivalent, refrigeration equipment (for soil stabilization), scraper sea mule, shovel, side boom, slip form paver, straddle buggy (ross carrier, lumber carrier), tractor drawn belt

type loader (Euclid loader), tranching machine (digging capacity of over 4 ft depth), truck crane (operator), truck of trailer mounted log chipper (self feeder), tug operator (manned, rented equipment excluded), tunnel shovel, vibro or sonic hammer controls (when not mounted in proximity to the rig operator

GROUP 2: "A" frame truck, blacktop plant (non automatic), All Back Dumps, boring machine, bulldozer, cagehoist, central mix plant (non automated), cherry picker 15 tons and under), than 5), concrete paver (single drum over 16S), core boring machine, drill rigs (tractor mounted), elevator (as a material hoist), fork lift (all others), front end loader (under 4 c.y.), gunite machine, high pressure boiler 915 lbs & over), hoist (one drum), hydraulic breaking hammer (drop hammer), Kolman plant loader (screening gravel), maintenance grease man, mizer for stabilized base (self propelled Seaman mixer), monrail machine, parapet concrete or pavement grinder, parts man, post hole digger (truck or tractor mounted), power sweeper (wayne or similar), grout pump, pump-crete or squeeze-crete, road widener (front end of grader or self prop.), roller, self contained hydraulic bench drill, shell winder (motorized), snorkel (overhead arms), snowblower control man, trenching machine (digging capacity of 4 ft or less), tugger hoist, vibrotamp, well drill, well point system, winch (motor driven), winch cat, winch truck

GROUP 3: Compressor (up to 500 C.F.), concrete paver or mixer (under 16S), concrete pavement spreaders and finishers (not automated), conveyor (over 12 ft), electric submersible pump (4" and over), farm tractor with or without accessories, fine grade machine (not automated), fireman, form tamper, generator (2,500 Watts and over), hydraulic pump, mechanical heaters (more than 2 whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self contained heating unit (sundog, air heat type, new Holland hay dryer type excluded), power heaterman (hay dryer), pumps (water and trash), revinus widener (road widener), single light plant, steam cleaner or jenny, tractor with or without towed accessories

GROUP 4: Master mechanic

PREMIUMS:

Hazmat Work	2.50
Quad 9 Bulldozer or Multibowl Scraper	.50

CRANE PREMIUMS (add to Group 1 Rate):

All Lattic Boom Cranes (65 ton capacity and over)
 Group 1 Rate Plus 1.25
 All Hydraulic Cranes (100 ton capacity and over)
 Group 1 Rate Plus 1.75
 All Hydraulic Cranes (80 ton capacity to 99 ton capacity)
 Group 1 Rate Plus 1.25
 All Hydraulic Cranes (65 ton capacity to 79 ton capacity)
 Group 1 Rate Plus 1.10

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day provided the employee has worked five consecutive working days before and the working day after the holiday.

 ENGI0158-017 07/01/2024

HERKIMER COUNTY (Area East of a line running North and South through the railroad station at Little Falls)

	Rates	Fringes
Power equipment operators:		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 54.90	32.45
GROUP 2.....	\$ 53.99	32.45
GROUP 3.....	\$ 51.42	32.45
GROUP 4.....	\$ 60.90	32.45
GROUP 5.....	\$ 59.40	32.45
GROUP 6.....	\$ 57.90	32.45
GROUP 7.....	\$ 57.01	32.45

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated)

(Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill

Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

 ENGI0158-022 07/01/2024

HERKIMER COUNTY (Area West of a line running North and South through the railroad station at Little Falls)

	Rates	Fringes
Power equipment operators:		
HEAVY AND HIGHWAY		
GROUP 1.....	\$ 54.90	32.45
GROUP 2.....	\$ 53.99	32.45
GROUP 3.....	\$ 51.42	32.45
GROUP 4.....	\$ 60.90	32.45
GROUP 5.....	\$ 59.40	32.45
GROUP 6.....	\$ 57.90	32.45
GROUP 7.....	\$ 57.01	32.45

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane,

Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Fork Lift, Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, Belt Type Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization) Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator,

Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

- a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, provided the employee has worked the working day before and the working day after the holiday.

IRON0440-001 07/01/2024

REMANINDER OF COUNTY

	Rates	Fringes
IRONWORKER		
Structural, Ornamental,		
Rodman, Machinery Mover,		
Rigger, Fence Erector,		
Reinforcement, and Stone		
Derrickman.....	\$ 33.50	32.03

LAB00035-005 07/01/2017

	Rates	Fringes
Laborers:		
BUILDING CONSTRUCTION:		
Asbestos Removal.....	\$ 24.00	20.64+a
Blasters, Form Setters,		

MotorBuggy Operator (Rider Type).....	\$ 23.00	20.64+a
Hazardous Waste Removal (Hazardous waste removal includes, wetting,stripping, removal, scrapping, vaccuuming, bagging and disposing of all insulation materials, wheather they contain asbestos or not, from mechanical systems).....	\$ 24.00	20.64+a
Laborers.....	\$ 22.50	20.64+a
Pipelayers, Motor Mixers, Motor Buggy Operator (Walk Behind) Power Lift (Walk Behind).....	\$ 22.65	20.64+a
Wagon Drill Operator.....	\$ 22.90	20.64+a
HEAVY & HIGHWAY CONSTRUCTION:		
GROUP 1:.....	\$ 28.05	23.74+a
GROUP 2:.....	\$ 28.25	23.74+a
GROUP 3:.....	\$ 28.45	23.74+a
GROUP 4:.....	\$ 28.65	23.74+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day Labor Day, Thanksgiving Day and Christmas Day.

GROUP 1: Common Laborers, Flagman, Outboard and Hand boats

GROUP 2: Bull Float, Chain Saw, Concrete aggregate bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jackhammer, Mason Tender, Mortor Mixer, Pavement Breaker, Handlers of all steel mesh, Small generators for laborers's tools, Installation of bridge drainage, Pipelayers, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw Operator on asphalt paver, Water pump operator (1 1/2" and single diaphram), Nozzle (aphlat, gunnite, seeding and sand blasting), Laborers on chain link fence erection, Rock splitter and power unit, Pusher type concrete saw and all other gas, electric, oil, and Air tool operators, Wrecking laborers

GROUP 3: All rock or drilling machine operators (except quarry master amd similar type), Acetylene torch operators, and Asphalt paver, Powerman

GROUP 4: Blasterers, Form setters, Stone or Granite Curb
setters

GROUP 5: Hazardous waste removal

PAIN0004-025 05/01/2024

	Rates	Fringes
Painters:		
BUILDING CONSTRUCTION		
Brush & Roll, Drywall		
Taping/Finishing.....	\$ 27.27	26.23
Spray, Sandblasting,		
Structural Steel.....	\$ 27.77	26.23
HEAVY & HIGHWAY		
CONSTRUCTION		
Bridges.....	\$ 42.06	30.59

PAIN0677-002 05/01/2023

	Rates	Fringes
GLAZIER.....	\$ 26.80	24.19

PLUM0112-003 05/01/2024

	Rates	Fringes
PLUMBER (Including Steamfitting)		
Northern Zone.....	\$ 43.65	32.70

ROOF0195-001 06/01/2023

	Rates	Fringes
ROOFER.....	\$ 32.25	25.51

* SFNY0669-001 01/01/2025

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.73	27.64

SHEE0058-001 05/01/2024

	Rates	Fringes
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Sheet Metal Worker

Projects 10 million or less..\$ 35.25	22.85
Projects over \$10 million...\$ 36.25	22.85

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

GC-4

Build America, Buy America

The Contractor acknowledges to and for the benefit of the Village of Newport ("Owner") and the USEPA (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

All requests for payment shall include a certification from the Contractor, on company letterhead stating compliance with BABA. A sample certification letter has been attached to this document which confirms that products supplied under the contract meet the domestic sourcing requirements of the BABA Act

[Date]

Re: Build America Buy America Act (B.A.B.A.A)

[COMPANY NAME] [PRODUCT NAME]

The Bipartisan Infrastructure Law of 2021 (B.I.L.), Pub. L. 117-58, which was signed into law on November 15, 2021, instituted expanded domestic sourcing requirements for products and materials to be used in infrastructure projects which receive federal funds. These requirements were originally included in the Build America Buy America Act (B.A.B.A.A.), which was incorporated into the B.I.L. [COMPANY NAME] is proud to manufacture products which fully comply with all domestic sourcing requirements of the B.I.L.

[COMPANY NAME] hereby certifies the following:

Based on the text of the B.I.L., implementing guidance, and further guidance provided to [COMPANY NAME] by our advisors, [COMPANY NAME] [PRODUCT NAME] which are produced using the punched and drawn manufacturing process are properly characterized as "Construction Products" under the applicable sections of the B.I.L.

[COMPANY NAME] Produced the [QUANTITY] of [PRODUCT NAME] for [CONTRACTOR] to use on the [NAME OF PROJECT] project in our facilities located in [COMPANY TOWN, STATE] which meet the definition of "Produced in the United States" for Construction Products as defined by the B.I.L., the corresponding parts of the Code of Federal regulations (C.F.R.), and the implementing guidance issued by the Office of Management and Budget (O.M.B.).

This certification applies only to the product lines and manufacturing locations listed above. Other products manufactured and/or marketed by [COMPANY NAME] may or may not meet these criteria, or may be subject to different criteria under the B.I.L.

Please contact [COMPANY NAME] at [XXX-XXX-XXXX] for additional information or if further clarification is needed. AIS/BABA certification attached.

Best regards,

[SIGNATURE, COMPANY NAME]

CERTIFYING INDIVIDUAL,
TITLE

GC-5

New York State DOL Site Specific Petition for Variance

STATE OF NEW YORK
DEPARTMENT OF LABOR
STATE OFFICE BUILDING CAMPUS
ALBANY, NEW YORK 12226

Variance Petition

of

Rome Environmental Solutions & Testing, LLC
Petitioner's Agent on Behalf of

Village of Newport
Petitioner

in re

Premises: Former Newport School
7456 East Street
Newport, NY 13416

Controlled Demolition with ACM In-Place

File No. 24-0263

DECISION

Cases 1-5

ICR 56

The Petitioner, pursuant to Section 30 of the Labor Law, having filed Petition No. 18-0263 on February 29, 2024 with the Commissioner of Labor for a variance from the provisions of Industrial Code Rule 56 as hereinafter cited on the grounds that there are practical difficulties or unnecessary hardship in carrying out the provisions of said Rule; and the Commissioner of Labor having reviewed the submission of the petitioner dated February 28, 2024; and

Upon considering the merits of the alleged practical difficulties or unnecessary hardship and upon the record herein, the Commissioner of Labor does hereby take the following actions:

Case No. 1	ICR 56-8.9(g)
Case No. 2	ICR 56-9.2(d)(1)
Case No. 3	ICR 56-11.5(c)(7) Limited.
Case No. 4	ICR 56-11.5(c)(9) Denied.
Case No. 5	ICR 56-11.5(c)(11) See modification.

VARIANCE GRANTED. The Petitioner's proposal is for controlled demolition with asbestos in-place at the subject premises in accordance with the attached 6-page stamped copy of the Petitioner's submittal, is accepted; subject to the Conditions noted below:

THE CONDITIONS

Full-Time Project Monitor:

1. A full-time independent project monitor (PM) shall be on site and is responsible for oversight of the abatement contractor during all abatement activities to ensure compliance with ICR 56 requirements including but not limited to ICR 56-3.2(d)(8) and variance conditions.
2. In addition, the PM shall ensure that no visible emissions are generated during abatement activities. If visible emissions are observed, work practices shall be altered according to the PM's recommendations.
3. The PM shall perform the following functions during asbestos abatement projects in addition to functions already required by ICR-56:
 - a. Inspection of the interior of the asbestos project work area made at least twice every work shift accompanied by the Asbestos Supervisor.
 - b. Observe and monitor the activities of the asbestos abatement contractor to determine that proper work practices are used comply all applicable asbestos laws and regulations.
 - c. Inform the asbestos abatement contractor of work practices that, in the PM's opinion, pose a threat to public health or the environment, and are not in compliance with ICR-56 and/or approved variances or other applicable asbestos rules and/or regulations.
 - d. Document in the Project Monitor Log observations and recommendations made to the Asbestos Supervisor based upon the interior/exterior observations of the asbestos project made by the PM.
 - e. Duties specified in variances issued for the project.
4. The PM shall alert the local District Office of the NYSDOL Asbestos Control Bureau whenever, after the PM has provided recommendations to the Asbestos Supervisor, unresolved conditions remain at the asbestos project site which present a significant potential to adversely affect human health or the environment.

5. The PM is not onsite to direct the abatement workers in their work. That is the responsibility of the Contractor's designated Supervisor. The ultimate caliber of work performance and quality of the completed project is the responsibility of the contractor who performs the work.
6. The PM is not responsible for enforcing Local, State, Industry, or Federal regulations, rules or codes which are not directly applicable to the contracted asbestos abatement activities. These would include, but not limited to, fire codes, electrical codes, building codes, wage rates schedules, etc. While the PM is not responsible for enforcement of these items, the Contractor is still responsible for compliance with such requirements as applicable.
7. The PM is responsible for any duties specified in his/her contract with the Owner.
8. All generated waste removed from the site must be documented, accounted for, and disposed of in compliance with the requirements of NESHAPS and NYSDEC.

Secure the Work Site

9. The entire controlled demolition area and all surrounding portions of the site to be utilized for demolition cleanup, staging areas and regulated abatement work areas, shall be enclosed within a barrier or fence. The intent of this barrier is to define the restricted area at the work site, alert the public to the asbestos work and associated hazards, and to prevent unauthorized entry onto the work site.

Establishment of Regulated Areas

10. The regulated work areas, decontamination units, airlocks, and dumpster areas shall be cordoned off at a distance of twenty-five feet (25') where possible, and shall remain vacated except for certified workers until satisfactory clearance air monitoring results have been achieved or the abatement project is complete. These areas shall have Signage posted in accordance with Subpart 56-7.4(c) of this Code Rule. For areas where twenty-five feet isn't possible, the areas shall be cordoned off as practical, and a daily abatement air sample shall be included in the vicinity of the barrier.
11. Entry/Exit of all persons and equipment shall be through one designated and secure "doorway" in the barrier or fence, which shall provide an adequate and appropriate means of egress from the work site.

12. All adjacent building openings within twenty-five (25) feet of the outermost limit of the disturbance shall be sealed with two (2) layers of six (6) mil fire retardant plastic sheeting. If the owner of an adjacent building does not allow openings to be sealed as required, the asbestos abatement contractor's supervisor must document the issue within the daily project log, and have the affected building owner sign the log confirming that the owner will not allow the asbestos abatement contractor to seal the openings in the building as required. In addition, a daily abatement air sample shall be included within ten feet of the affected portion of the adjacent building

Controlled Demolition Removals

13. The provisions of 56-11.5 shall be followed for all controlled demolition removals, except as modified by this variance.
14. Decontamination system enclosures and areas shall be constructed and utilized as per the requirements of 56-7.5(d) and 56-11.5.
15. Uncertified personnel shall not be allowed to access any regulated abatement work area, with the exception of waste hauler truck drivers. These truck drivers will be restricted to their enclosed cab, while temporarily in the regulated work area for waste transfer activities only. All equipment operators utilized for demolition or removal activities within the regulated work area must be certified in compliance with ICR 56-3.2.
16. No dry disturbance or removal of asbestos material shall be permitted.
17. Wastewater shall be confined within the controlled demolition area as required by ICR 56-11.5(c)(10).
18. All decontamination areas shall be within the regulated abatement work area. An equipment decontamination area shall be cordoned off within the worksite for cleaning of heavy equipment, i.e., backhoes, excavators, loaders, etc. The ground surface in this decontamination area shall be banked on the sides to confine the contaminated wastewater.
19. All demolition debris, structural members, barrier components, used filters and similar items shall be considered to be asbestos containing materials/asbestos contaminated waste and shall be transported and disposed of by appropriate legal method. Structural members, steel components and similar non-ACM components shall be fully decontaminated as per ICR 56, prior to being treated as salvage.
20. All material shall be treated as RACM including soil around and beneath the demolition abatement area, except for structural members, steel components and similar non-porous and non-suspect items that can be fully decontaminated.

21. Non-porous cleanable objects/materials, non-ACM material (concrete, structural steel members, metal components and similar non-suspect materials) may be fully decontaminated for disposal by appropriate legal methods. Prior to disposal, the Project Monitor shall verify that the material has been properly cleaned/decontaminated.
22. All demolition debris, structural members, barrier components, used filters and similar items shall be considered to regulated asbestos containing material (RACM) and managed accordingly. The Project Monitor shall confirm that the foundation can be adequately decontaminated.

Perimeter Air Sampling:

23. In addition to the requirement of Subpart 56-4.9(c), air monitoring shall be conducted daily at the perimeter of the work area.
24. A minimum of two upwind air samples shall be collected. The samples shall be spaced approximately 30 degrees apart from the prevailing wind direction.
25. A minimum of three downwind samples shall be collected. The samples shall be equally spaced in a 120-degree arc downwind from the source.
26. If more than one shift daily is required to accomplish the work, air monitoring within the work area during abatement shall be performed on each shift.
27. Daily abatement air monitoring is required only on days when abatement or support activities such as ACM disturbance or cleaning activities are performed.
28. In lieu of post-abatement clearance air monitoring in compliance with ICR-56-9.2(d), the most recent daily abatement air samples collected during removal and cleaning operations in the regulated work area, shall be used for comparison with ICR 56-4.11 clearance criteria. All other applicable provisions of ICR 56-4 shall be followed for the duration of the abatement project.
29. After removal and cleanings are complete and a minimum drying period has elapsed, the Project Monitor shall determine if the area is dry and free of visible asbestos debris/residue. If the area is determined to be acceptable and the most recent daily abatement air sample results meet 56-4.11 clearance criteria, the final dismantling of the site may begin.

Site Soil Cleanup:

30. After demolition debris has been removed, the site shall be inspected. Any required cleanup shall include, all visible asbestos or suspect asbestos debris. Soil removal shall meet ASTM 1368 (latest edition), Section 9.1.1-9.1.5 inspection criteria.
31. No pieces of ACM shall be present on top of the soil.
32. Visibly contaminated soil or soil suspected of being contaminated shall be removed down to the level where no visible contamination is noted.
33. The Project Monitor shall write in the project log that the area has been cleaned and has passed a visual inspection.

Preparation of Waste Transport Equipment:

34. Dumpsters/trailers used to haul non-friable ACM materials do not need to be doubled lined as required by ICR 56-11.5 (c) (11).
36. Debris shall be secured to prevent movement during transport.
37. Such trailers must be made air, dust and water tight prior to leaving the site.

Final Clearance:

38. After removal and cleaning are complete, an authorized and qualified Project Monitor shall visually inspect the work area as per ICR 56-9.2(e). If the area is determined to be acceptable and the most recent daily abatement air sample (including perimeter air samples) results meet ICR 56-4.11 clearance criteria, the final dismantling of the site may begin. All other applicable provisions of ICR 56-4 shall be followed for the duration of the abatement project.
40. Usage of this variance is limited to those asbestos removals identified in this variance or as outlined in the Petitioner's proposal.

In addition to the conditions required by the above specific variances, the Petitioner shall also comply with the following general conditions:

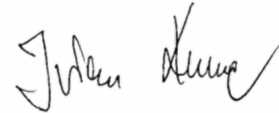
GENERAL CONDITIONS

1. A copy of this DECISION and the Petitioner's proposals shall be conspicuously displayed at the entrance to the personal decontamination enclosure.
2. This DECISION shall apply only to the removal of asbestos-containing materials from the aforementioned areas of the subject premises.
3. The Petitioner shall comply with all other applicable provisions of Industrial Code Rule 56-1 through 56-12.
4. The NYS Department of Labor Engineering Service Unit retains full authority to interpret this variance for compliance herewith and for compliance with Labor Law Article 30. Any deviation to the conditions leading to this variance shall render this variance Null and Void pursuant to 12NYCRR 56-12.2. Any questions regarding the conditions supporting the need for this variance and/or regarding compliance hereto must be directed to the Engineering Services Unit for clarification.
5. This DECISION shall terminate on March 31, 2025.

Date: March 6, 2024

By

ROBERTA READON
COMMISSIONER OF LABOR

 for

Chek Beng Ng, P.E.
Professional Engineer 2 (Industrial)

PREPARED BY: Paul Demick
Associate Safety & Health Inspector

REVIEWED BY: Chek Beng Ng, P.E.
Professional Engineer 2 (Industrial)



New York State Department of Labor
Division of Safety and Health - Engineering Services Unit
Building 12, Room 159
State Office Campus
Albany, N.Y. 12240

24-0263

Petition for an Asbestos Variance

To apply for an asbestos variance the Project Designer must:

- Complete all of the information on pages one and two of this asbestos variance request. Please type or print.
- Sign and date page two of the certification and all of the attachments.
- Send two copies of the petition and all attachments, with your \$350 fee, to the address at the top of this page.
 - Make your check or money order payable to the Commissioner of Labor.
- Optional: To speed up the process you may include a self-addressed, stamped, express-mail envelope.

1a. Is this petition related to a safety or health emergency? ☐ Yes ☒ No

b. If yes, explain:

2a. Name of Petitioner, (Property Owner): Village of Newport

b. Street Address: PO Box 534

c. City: Newport

d. State: NY

e. Zip: 13416

f. Telephone Number: (315) 845-8543

g. Fax Number: ()

h. Petitioner's Federal Employee Identification Number (FEIN)

3a. Petitioner's Agent (Asbestos Contractor) Firm Name: Rome Environmental Solutions & Testing, LLC

b. Street Address: 8041 River Road

c. City: Rome

d. State: NY

e. Zip: 13440

f. Telephone Number: (315) 794-7946

g. Fax Number: ()

Rome Environmental Solutions &

4a. Asbestos Contractor License No. 137256

b. Name of Firm: Testing, LLC

5. Building Description:

a. Affecting premises known as: Former Newport School

b. These premises are situated on the ☐ North, ☐ South, ☒ East, ☐ West side of ☒ Street, ☐ Ave, ☐ Road.

c. County of Herkimer

d. Street Address: 7456 Est Street

e. City: Newport

f. State: NY

g. Zip: 13416

h. Is building occupied? Yes ☒ No

i. Current function of building: Abandoned

j. Approximate area (square feet) of building: 38,016

k. Number of stories or height in feet: 3

l. What is within 25 feet of all four sides (North, South, East, West) of building? i.e. sidewalk, alley, land, another building, etc.: Land

6. Order To Comply or Notice of Violation. Attach copy.

a. Issued to: ☐ Owner ☐ Asbestos Contractor ☐ Operator ☐ Other

b. Name on Order or Notice:

c. Date issued: / /

d. List the Industrial Code Rule (ICR) citations given on the Order to Comply or Notice of Violation:

7. If a variance has been granted previously for work closely resembling this project list:

a. Variance number:

b. Date variance granted: / /

PS 146

Note: Add a separate typed or printed page for each work area and work procedure. Sign and date each page.

8. Work Area Description Table: Attach additional tables and scale drawings of work area and pictures, as needed.

Work Area Designation	Exterior or Interior	Work/Room Area Dimensions	Type of Asbestos Containing Material (ACM)	Quantity of ACM	Condition of ACM (level of damage)	Friability of ACM (non-friable or friable)	Type of Containment (full, 2-layer tent, single layer tent, open-air, etc.)
Entire Bldg	Exterior	38,016 SF	RACM	Unknown	Poor	Friable	Controlled Demolition

9. ICR 56 Relief Sought: List the individual sections of ICR 56 for which relief is sought, for each work area or method used. Provide sufficient detail in an attachment. See Attachment #1

10. Hardship Description: What is the hardship. (e.g. Limited room for decons, exhaust ducts must be longer than 25 feet, all surfaces are contaminated and cannot be plasticized) for each work area or method used? Provide sufficient detail in an attachment. Include condemnation letter or EPA Approval letter if applicable. See Attachment #1

11. Proposed Abatement Method Description for each work area or method used. Include scale drawings and pictures as necessary. Lack of sufficient detail will delay issuance of variance decision.

a. Will proposed abatement methods render non-friable ACM material friable? Yes X No

b. What proposed abatement method, increased engineering controls and detailed procedures will be used to compensate for the relief being sought? (i.e. Increased negative air rate, negative pressure glovebag, negative pressure glovebox, high temperature glovebag, intact component removal, etc.) Include sufficiently detailed procedures to complete the proposed work.

See Attachment #2

Project Designer Certification

I request that the Commissioner of Labor issue a variance from the requirements of Industrial Code Rule (ICR) 56. This request is based on the information in this application and the attached documents.

I certify that the information contained in this petition is true and accurate.

I understand that if a variance is granted it may be withdrawn by the Commissioner:

- if any of the information provided in this petition is found to be inaccurate or
- if there are violations of Article 30 of the New York State Labor Law or New York State regulations.

I give the Commissioner of Labor permission to provide all of my companies records for Unemployment Insurance (U.I.) reports and contributions to employees of the New York State Department of Labor. This includes information about withholding, wage reporting, U.I. returns, U.I. registration, New Hires, and all records of U.I. delinquencies. This information may only be used for government purposes regarding the licensing and certification of this company as required by Article 30 of the New York State Labor Law and the regulations of the New York State Department of Labor, and for monitoring the company's compliance with Article 30 and ICR 56.

12 a. Project designer name (print): Matthew Eric Dousham

b. Project Design Asbestos Contractor firm name: Rome Environmental Solutions & Testing, LLC

c. Street: 8041 River Road

d. City: Rome e. State: NY f. Zip: 13440 g. Phone: (315) 794-7946

h. Designer certificate number: 23-6L8PO-SHAB i. Expiration Date: 10 / 31 / 2024

j. Design Firm Asbestos Contractor license Number 137256 k. Expiration Date: 04 / 30 / 2024

13 a. Project designer signature: *Matthew E. Dousham* b. Date: 02 / 28 / 2024

Village of Newport
Former School
7456 East Street
Newport, NY 13416
Tax Map Parcel Number 094.047-02-08.2

24-0263

ATTACHMENT #1
(Page 1/1)

BACKGROUND

The former Newport School located at 7456 East Street in the village of Newport, New York is owned by the village (The Owner) and is scheduled for demolition. A Pre-demolition Survey was conducted by HRP Associates, Inc on August 22, 2022. The Report dated September 7, 2022 indicated the presence of non-friable roofing materials and friable thermal pipe insulation as asbestos containing materials. The survey indicated that not all areas were accessible due to the condition of the structure. The building construction consists of steel and wood framing with brick-and-mortar exterior walls and both a rubber roof and asphalt built-up roofing. The building is a three-story structure approximately 38,016 ft². It is the intent to perform the work as a controlled demolition with asbestos in-place. The structure was condemned by the Village of Newport, Code Enforcement Officer (See Attached Letter of Condemnation).

9. **ICR 56 Relief Sought:** Relief is being sought on behalf of The Owner from performing this work in full compliance with Part 56 of Title 12 of the Official Compilation of Codes, Rules, and Regulations of the State of New York State.

Relief Sought: The work will be done in accordance with the general provisions of Industrial Code Rule 56 and specific work practices in accordance with Section 56-11.5 Controlled Demolition with relief being sought as noted below:

Demolition Debris Clean up:

1. ICR 56-8.9(g) – Trailers and Dumpsters – Dumpsters/trailers used to haul non-friable ACM materials. Relief is being requested to not double line the containers with polyethylene as required under this part. Containers must be made air, dust and water tight prior to leaving the site.
2. ICR 56-9.2(d)(1) – Clearance Air Sampling – Negative Pressure Containments are not being utilized for this project and therefore Aggressive Final Air Sampling will not be done, instead the final set of daily air samples shall serve as the final clearance air samples.
3. ICR 56-11.5(c) (7) – Debris – Given a pre-demolition survey was conducted by a licensed professional and only non-friable ACM materials were identified, relief is being requested to not consider all waste generated by demolition as contaminated and to be disposed of as RACM. *Limited relief* *A limited to materials that can be decontaminated*
4. ICR 56-11.5(c)(9) – Wetted Piles of Waste – Relief from covering piles of waste is being requested. *Denied* Waste in general will be picked up daily, however if piles of debris are left, they will be thoroughly saturated at the end of each shift. The site is completely remote and secured with fencing. In the event piles are left for more than 24 hours, they will be assessed by the project monitor and covered if necessary.
5. ICR 56-11.5(c)(11) – Pending Disposal – Relief is being requested to eliminate hard tops on containers and two layers of polyethylene liners in the waste dumpster. *See modifications*

10. **Hardship Description.** Given the structure constitutes a clear and imminent threat to human life, safety or health to the public, it would be a hardship to prepare the area in accordance with the above-referenced requirements. We feel this work can be done as proposed, practically and safely without jeopardizing the health and safety of the community, the workers, or the environment. For additional information and a detailed procedure please refer to Attachment #2.

PS 3 of 6

ATTACHMENT #2
(Page 1/1)

11. Proposed Abatement Method Description for each work or method used. The work will be done in accordance with 12 NYCRR Part 56 except as noted in the proposed abatement method Description below:

1. A full-time independent project monitor shall be on site to conduct oversight of the contractor to assure full compliance with all applicable regulations and the conditions set forth in this variance and to ensure that no visible emissions are generated. If visible emissions are observed, work practices shall be altered accordingly to the project monitors recommendations.
2. The active work area will be cordoned (fenced) off at a distance of 25', except where physical restrictions limit the barrier distance (e.g. property boundary, roadway, neighboring building/structure). A daily air sample shall be taken at the reduced barrier.
3. Adjacent critical barriers within 25' of the regulated work area will be plasticized with two layers of 6-mil polyethylene. If permission to plasticize cannot be obtained from adjacent property owners, the owner will document the issue within the daily log. In addition to required air sampling, a daily air sample will be collected within 10' of the affected portion of the adjacent buildings.
4. One single egress shall be located where space is practical. A remote personal decontamination trailer shall be placed and shall be in close proximity to the entrance to the work area. The decon trailer shall be cordoned off 25 feet from the public.
5. Uncertified personnel shall not be allowed to access the regulated abatement work area, with the exception of waste hauler truck drivers. These truck drivers will be restricted to their enclosed cab, while temporarily in the regulated work area for waste transfer activities only.
6. Equipment operators utilized for demolition or removal activities within the work area shall be certified in compliance with ICR 56-3.2.
7. No dry disturbance or removal of debris materials shall be permitted. All demolition and cleanup of debris shall be completed using wet methods. All debris shall be wetted prior to and during placement into dumpsters. Debris pile shall be thoroughly wetted up until end of shift and immediately at the beginning of shift the next day.
8. All sheet metal, structural steel and similar non-ACM building materials shall be fully decontaminated as per ICR 56, prior to being treated as salvage. Cement block walls and brick capable of being separated and cleaned shall be disposed of as hardfill. Verification that they are clean shall be done by the onsite independent third-party project monitor.
9. In addition to the requirement of Subpart 56-4.9(b-c), air monitoring within the work area shall be conducted daily only on days when abatement or support activities such as ACM disturbance or cleanup activities are performed.
10. Two additional daily air samples shall be collected at the perimeter of the work area for each entire work shift with the sample locations being distributed both upwind and downwind of the regulated work area.
11. Daily abatement air monitoring is proposed to be completed on days only when abatement, demolition or cleaning activities are performed.
12. The final set of daily air samples for the demolition shall be analyzed and serve as clearance samples for the controlled demolition work area.
13. Upon receipt of satisfactory clearance air sampling results for the entire regulated work area, the final dismantling of the site shall begin.

Village of Newport
Former School
7456 East Street
Newport, NY 13416
Tax Map Parcel Number 094.047-02-08.2

24-0263

Attachement #3

Page 1/1

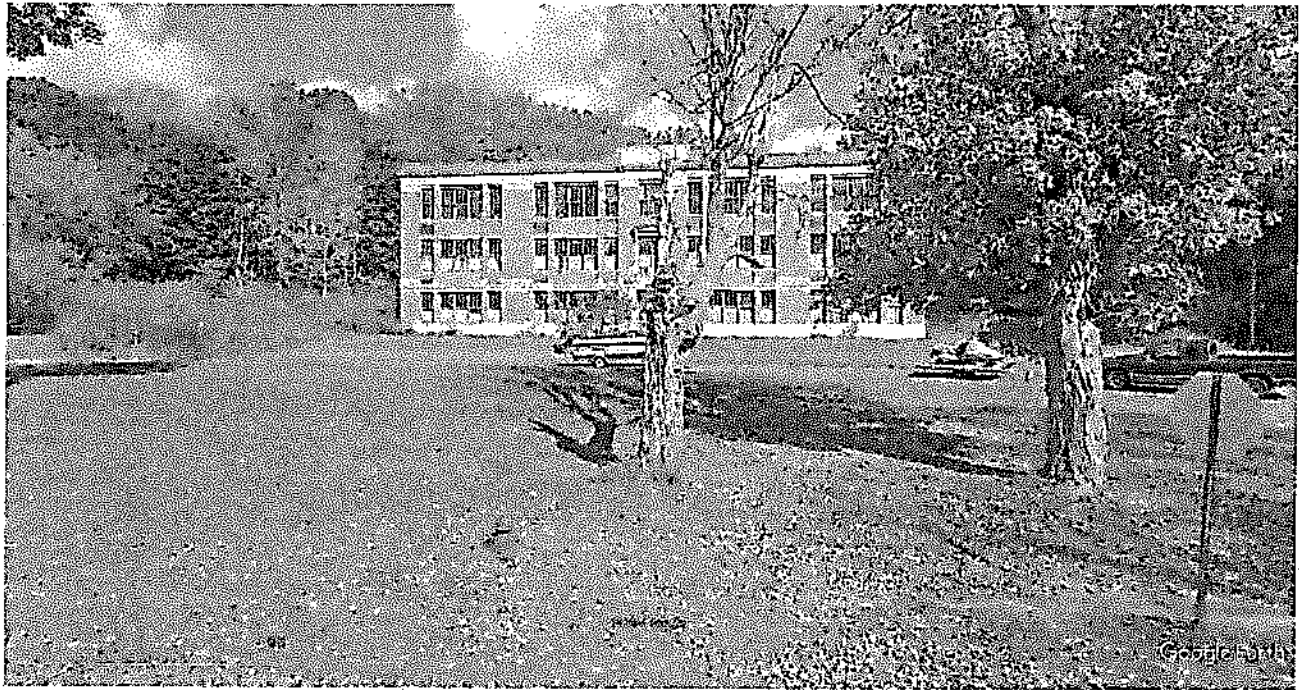


Image of School From East Street

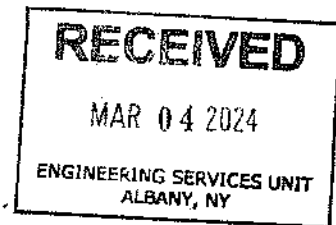


Historic 1853 Stone Arch Bridge

Village of Newport

P.O. Box 534
Newport, NY 13416

Mayor Marc Butler
Trustee Steven Woods
Trustee Thomas Roberts



January 27, 2024

**RE: LETTER OF CONDEMNATION
NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE
OLD SCHOOL BUILDING EAST STREET
TAX MAP PARCEL NUMBER: 094.047-02-08.2**

In accordance with the 2020 Property Maintenance Code of New York State (NY) SECTION 107 UNSAFE STRUCTURES AND EQUIPMENT (NY) 107.1 General. If the authority having jurisdiction determines, during the inspection or otherwise, that a premises, building or structure, or any building system or equipment, in whole or in part, constitutes a clear and imminent threat to human life, safety or health, the authority having jurisdiction shall exercise its powers in due and proper manner so as to extend to the public protection from the hazards of threat to human life, safety, or health. [NY] 107.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is possible. I have determined the Old School Building is unsafe and is condemned.

If you have any questions, please contact me at 315-736-0987.

Respectively:


George J. Farley
Code and Zoning Enforcement Officer

C: Tricia Foster, Village Clerk



November 7, 2022

Herkimer County Industrial Development
Agency
Mr. John Piseck
Executive Director
420 E. German Street, Suite 101A
Herkimer, New York 13350

**RE: PRE-DEMOLITION ASBESTOS SURVEY FOR THE FORMER NEWPORT SCHOOL:
7456 EAST STREET, NEWPORT, NEW YORK (HRP PROJECT #HER1506.BA)**

Dear Mr. Piseck:

On August 22, 2022, Mr. James Charter (NYSDOL Asbestos Handler Certification #14-06730), of HRP Associates Inc. (HRP) completed a pre-demolition asbestos survey of one building located at 7456 East Street, Newport, New York. The purpose of the survey was to assess if ACM was present in the building prior to conducting renovation or demolition activities.

HRP met with the Mayor of the Village of Newport, Mr. Mark Butler, and the Chief Executive Officer at the Herkimer County Industrial Development Agency, Mr. John Piseck. Mr. Butler provided access to the on-site building. HRP visually inspected accessible interior and exterior portions of the on-site building for suspect ACMs. Methodologies used were generally consistent with USEPA publications: "Guidance for Controlling Asbestos Containing Materials in Buildings" (June 1985) and "Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials" (dated October 1985). The documents were used for their asbestos survey concepts, such as identifying homogeneous materials, quantifying materials, and evaluating friability (potential to crumble with hand pressure) and condition (good, damaged, or significantly damaged). HRP's inspection of the on-site building is outlined below. No surveys, plans or specifications were available for the surveyed structure.

Asbestos Survey

Former Newport School Building

The building, constructed in 1923, is a 38,016 square foot, three-story structure with concrete and wood floors, steel and wood frame, exterior brick and mortar walls, and an asphalt/rubber roof. HRP surveyed interior and exterior portions of the building consisting of a general school area with administrative and custodial offices, bathrooms, classrooms, an auditorium, and the building roof. Concrete, and wood floors were observed throughout the interior of the building, along with drywall, plaster, and tile walls. Plaster was observed behind the interior walls.

In general, materials sampled include drywall, plaster, concrete skim coat, concrete, brick mortar, roofing material, pipe insulation, and window glazing.

A limitation of the survey includes that areas of building interior walls and ceiling were significantly deteriorated, and large amounts of garbage and debris covered the interior floors, thus limiting inspection of these areas. Following removal of debris, any un-assessed suspect ACM should be sampled by an asbestos building inspector.

Results of Asbestos Survey

A material is considered by the US EPA and NYS DOL to be asbestos containing if at least one sample collected from the homogenous area shows asbestos present in an amount greater than 1%. Results of the asbestos survey are summarized in **Table 1**. Based on a review of the laboratory results, two of the submitted friable and non-friable ACM samples analyzed contain asbestos. These materials are described below:

Former Newport School Building:

- Black built up roof above auditorium (third floor) – 3.9% Chrysotile (Sample #06-32, #06-33)
- White pipe insulation (second floor) – 28.6% Chrysotile (Sample #07-34 through #07-36). Based on the lack of access in the building, pipe insulation throughout the building should be presumed to be an ACM, or further assessed by an asbestos building inspector following the removal of debris from the building.

Based on the results of this survey, HRP has the following recommendations at this time:

- Prior to any renovation or demolition activities, a copy of the asbestos survey should be provided to the demolition contractor and local asbestos control board.
- Maintain a copy of this asbestos survey with the property.
- An ACM Survey should be conducted prior to any renovation or demolition activities that take place on any buildings (other than the building sampled in this survey) located on the 7456 East Street Property.
- If un-assessed suspect ACM is identified during demolition activities, retain an asbestos building inspector to sample the material(s).
- One copy of this report must be immediately transmitted by the building owner, or their agent, to the local government entity charged with issuing a permit for such demolition, renovation, remodeling or repair work under applicable NY State or local laws.
- The completed asbestos survey for controlled demolition (as per Subpart 56-11.5) or pre-demolition asbestos projects shall also be submitted to the appropriate Asbestos Control Bureau district office.

Pre-Demolition Asbestos Survey
Former Newport School
7456 East Street Newport, NY
Mr. John Piseck
Page 3

If you have any questions or require additional information, please feel free to contact HRP at (518) 877-7101.

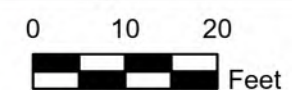
Sincerely,
HRP Associates, Inc.

A handwritten signature in black ink, appearing to read "Mark Wright", with a stylized flourish extending from the end.

Mark Wright, CSP, PG
Senior Project Manager

Attachments

SAMPLE LOCATION



Issue Date: 10/20/2022	Designed By: EWJ	Revisions	
Project No: HER1506.BA	Drawn By: EWJ	No.	Date
Sheet Size: 11x17	Reviewed By: MEW		

Asbestos Sample
Location Map
7456-7458 East Street
Newport, New York

Figure No.
1

TABLE 1
Summary of Laboratory
Analytical Results

TABLE 1 – RESULTS SUMMARY

Sample Numbers	Location	Homo-Geneous Area	Description of Material / Area	Asbestos Result		Condition of Material, Friability	Amount
				% by PLM	% by TEM		
01-01	Second floor	1	Gray plaster	NAD	NA	Friable, SD	Throughout building
01-02			Gray plaster	NAD	NA		
01-03			Gray plaster	NAD	NA		
01-04			Gray plaster	NAD	NA		
01-05			Gray plaster	NAD	NA		
01-06	Third floor		Gray plaster	NAD	NA		
01-07			Gray plaster	NAD	NA		
01-08			Gray plaster	NAD	NA		
01-09			Gray plaster	NAD	NA		
02-10			Second floor	2	White skim coat		
02-11	White skim coat	NAD			NA		
02-12	White skim coat	NAD			NA		
02-13	White skim coat	NAD			NA		
02-14	White skim coat	NAD			NA		
02-15	Third floor	White skim coat	NAD		NA	Friable, SD	Throughout building
02-16		White skim coat	NAD		NA		
02-17		White skim coat	NAD		NA		
02-18		White skim coat	NAD		NA		
03-19	Second floor	3	Gray Esbary concrete block		NAD	NA	Friable, SD
03-20			Gray Esbary concrete block	NAD	NA		
04-21	Third floor	4	Gray Pyrobar concrete block	NAD	NA	Friable, SD	Portion of 3 rd floor walls
04-22			Gray Pyrobar concrete block	NAD	NA		

Sample Numbers	Location	Homo-Geneous Area	Description of Material / Area	Asbestos Result		Condition of Material, Friability	Amount
				% by PLM	% by TEM		
05-23	Second floor	5	Gray mortar	NAD	NA	Non-Friable, SD	½ of building walls
05-24			Gray mortar	NAD	NA		
05-25			Gray mortar	NAD	NA		
05-26			Gray mortar	NAD	NA		
05-27			Gray mortar	NAD	NA		
05-28	Third floor		Gray mortar	NAD	NA	Non-Friable, SD	½ of building walls
05-29			Gray mortar	NAD	NA		
05-30			Gray mortar	NAD	NA		
05-31			Gray mortar	NAD	NA		
06-32	Roof above auditorium		6	Built up black roof	NAD	Chrysotile 3.9%	Non-Friable, SD
06-33		Built up black roof		NAD	NA/PS		
07-34	Second floor	7	White pipe insulation	Chrysotile 28.6%	NA	Friable, D	100 LF
07-35			White pipe insulation	NAD	NA/PS		
07-36			White pipe insulation	NAD	NA/PS		
08-37	First floor	8	White window glazing	NAD	NA	Friable, D	1000 LF
08-38			White window glazing	NAD	NA		

TEM = Transmission Electronic Microscope, PLM = Polarized Light Microscopy, HA = Homogenous Area, NA = Not Analyzed
NAD = No Asbestos Detected, PS = Positive Skip, D = Damaged, SD = Significantly Damaged

LABORATORY RESULTS

**AmeriSci New York**

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

HRP Associates, Inc.
Attn: Jesse Zahn
1 Fairchild Square
Suite 110
Clifton Park, NY 12065

Date Received 08/24/22 **AmeriSci Job #** 222083360
Date Examined 08/29/22 **P.O. #** S-NY-02306
ELAP # 11480 **Page** 1 of 7
RE: HERI506.BA Task 2; 7456 East Street, Newport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01-01 01	222083360-01 Location: Second Floor - Gray Plaster	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
01-02 01	222083360-02 Location: Second Floor - Gray Plaster	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
01-03 01	222083360-03 Location: Second Floor - Gray Plaster	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
01-04 01	222083360-04 Location: Second Floor - Gray Plaster	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
01-05 01	222083360-05 Location: Second Floor - Gray Plaster	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			

PLM Bulk Asbestos Report

HERI506.BA Task 2; 7456 East Street, Newport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01-06 01	222083360-06 Location: Third Floor - Gray Plaster	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
01-07 01	222083360-07 Location: Third Floor - Gray Plaster	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
01-08 01	222083360-08 Location: Third Floor - Gray Plaster	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
01-09 01	222083360-09 Location: Third Floor - Gray Plaster	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
02-10 02	222083360-10 Location: Second Floor - White Skim Coat	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
02-11 02	222083360-11 Location: Second Floor - White Skim Coat	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			

PLM Bulk Asbestos Report

HERI506.BA Task 2; 7456 East Street, Newport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
02-12 02	222083360-12 Location: Second Floor - White Skim Coat	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
02-13 02	222083360-13 Location: Second Floor - White Skim Coat	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
02-14 02	222083360-14 Location: Second Floor - White Skim Coat	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
02-15 02	222083360-15 Location: Third Floor - White Skim Coat	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
02-16 02	222083360-16 Location: Third Floor - White Skim Coat	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
02-17 02	222083360-17 Location: Third Floor - White Skim Coat	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			

PLM Bulk Asbestos Report

HERI506.BA Task 2; 7456 East Street, Newport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
02-18 02	222083360-18 Location: Third Floor - White Skim Coat	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
03-19 03	222083360-19 Location: Second Floor - Gray Ebsary Concrete Block	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 2%, Non-fibrous 98%			
03-20 03	222083360-20 Location: Second Floor - Gray Ebsary Concrete Block	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 5%, Non-fibrous 95%			
04-21 04	222083360-21 Location: Third Floor - Gray Pyrobar Concrete Block	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 5%, Non-fibrous 95%			
04-22 04	222083360-22 Location: Third Floor - Gray Pyrobar Concrete Block	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 5%, Non-fibrous 95%			
05-23 05	222083360-23 Location: Second Floor - Gray Mortar For Brick Masonary Tiles	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			

PLM Bulk Asbestos Report

HERI506.BA Task 2; 7456 East Street, Newport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
05-24 05	222083360-24	No	NAD
Location: Second Floor - Gray Mortar For Brick Masonary Tiles			(by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100%			
05-25 05	222083360-25	No	NAD
Location: Second Floor - Gray Mortar For Brick Masonary Tiles			(by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100%			
05-26 05	222083360-26	No	NAD
Location: Second Floor - Gray Mortar For Brick Masonary Tiles			(by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100%			
05-27 05	222083360-27	No	NAD
Location: Second Floor - Gray Mortar For Brick Masonary Tiles			(by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100%			
05-28 05	222083360-28	No	NAD
Location: Third Floor - Gray Mortar For Brick Masonary Tiles			(by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100%			
05-29 05	222083360-29	No	NAD
Location: Third Floor - Gray Mortar For Brick Masonary Tiles			(by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100%			

PLM Bulk Asbestos Report

HERI506.BA Task 2; 7456 East Street, Newport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
05-30 05	222083360-30 Location: Third Floor - Gray Mortar For Brick Masonary Tiles	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
05-31 05	222083360-31 Location: Third Floor - Gray Mortar For Brick Masonary Tiles	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
06-32 06	222083360-32 Location: Roof Above Auditorium - Black Built Up Roof	No	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/29/22
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 39.4%			
06-33 06	222083360-33 Location: Roof Above Auditorium - Black Built Up Roof	No	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/29/22
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 33%			
07-34 07	222083360-34 Location: Second Floor - White Pipe Insulation	Yes	28.6% (by NYS ELAP 198.1) by Kensen Caro on 08/29/22
Analyst Description: White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 28.6 % Other Material: Non-fibrous 71.4%			
07-35 07	222083360-35 Location: Second Floor - White Pipe Insulation		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			

PLM Bulk Asbestos Report

HERI506.BA Task 2; 7456 East Street, Newport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
07-36 07	222083360-36 Location: Second Floor - White Pipe Insulation		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
08-37 08	222083360-37 Location: 1st Floor - White Window Glazing	No	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/29/22
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 18.5%			
08-38 08	222083360-38 Location: 1st Floor - White Window Glazing	No	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/29/22
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 22.9%			

Reporting Notes:

Analyzed by: Kensen Caro
Date: 8/29/2022



Reviewed by: Khaalid W. Perine



*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229003, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

Client Name: HRP Associates, Inc.

Table I
Summary of Bulk Asbestos Analysis Results
 HERI506.BA Task 2; 7456 East Street, Newport, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	01-01	01	----	----	----	----	NAD	NA
	Location: Second Floor - Gray Plaster							
02	01-02	01	----	----	----	----	NAD	NA
	Location: Second Floor - Gray Plaster							
03	01-03	01	----	----	----	----	NAD	NA
	Location: Second Floor - Gray Plaster							
04	01-04	01	----	----	----	----	NAD	NA
	Location: Second Floor - Gray Plaster							
05	01-05	01	----	----	----	----	NAD	NA
	Location: Second Floor - Gray Plaster							
06	01-06	01	----	----	----	----	NAD	NA
	Location: Third Floor - Gray Plaster							
07	01-07	01	----	----	----	----	NAD	NA
	Location: Third Floor - Gray Plaster							
08	01-08	01	----	----	----	----	NAD	NA
	Location: Third Floor - Gray Plaster							
09	01-09	01	----	----	----	----	NAD	NA
	Location: Third Floor - Gray Plaster							
10	02-10	02	----	----	----	----	NAD	NA
	Location: Second Floor - White Skim Coat							
11	02-11	02	----	----	----	----	NAD	NA
	Location: Second Floor - White Skim Coat							
12	02-12	02	----	----	----	----	NAD	NA
	Location: Second Floor - White Skim Coat							
13	02-13	02	----	----	----	----	NAD	NA
	Location: Second Floor - White Skim Coat							
14	02-14	02	----	----	----	----	NAD	NA
	Location: Second Floor - White Skim Coat							
15	02-15	02	----	----	----	----	NAD	NA
	Location: Third Floor - White Skim Coat							
16	02-16	02	----	----	----	----	NAD	NA
	Location: Third Floor - White Skim Coat							

Client Name: HRP Associates, Inc.

Table I
Summary of Bulk Asbestos Analysis Results
 HERI506.BA Task 2; 7456 East Street, Newport, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	02-17	02	----	----	----	----	NAD	NA
	Location: Third Floor - White Skim Coat							
18	02-18	02	----	----	----	----	NAD	NA
	Location: Third Floor - White Skim Coat							
19	03-19	03	----	----	----	----	NAD	NA
	Location: Second Floor - Gray Ebsary Concrete Block							
20	03-20	03	----	----	----	----	NAD	NA
	Location: Second Floor - Gray Ebsary Concrete Block							
21	04-21	04	----	----	----	----	NAD	NA
	Location: Third Floor - Gray Pyrobar Concrete Block							
22	04-22	04	----	----	----	----	NAD	NA
	Location: Third Floor - Gray Pyrobar Concrete Block							
23	05-23	05	----	----	----	----	NAD	NA
	Location: Second Floor - Gray Mortar For Brick Masonary Tiles							
24	05-24	05	----	----	----	----	NAD	NA
	Location: Second Floor - Gray Mortar For Brick Masonary Tiles							
25	05-25	05	----	----	----	----	NAD	NA
	Location: Second Floor - Gray Mortar For Brick Masonary Tiles							
26	05-26	05	----	----	----	----	NAD	NA
	Location: Second Floor - Gray Mortar For Brick Masonary Tiles							
27	05-27	05	----	----	----	----	NAD	NA
	Location: Second Floor - Gray Mortar For Brick Masonary Tiles							
28	05-28	05	----	----	----	----	NAD	NA
	Location: Third Floor - Gray Mortar For Brick Masonary Tiles							
29	05-29	05	----	----	----	----	NAD	NA
	Location: Third Floor - Gray Mortar For Brick Masonary Tiles							
30	05-30	05	----	----	----	----	NAD	NA
	Location: Third Floor - Gray Mortar For Brick Masonary Tiles							
31	05-31	05	----	----	----	----	NAD	NA
	Location: Third Floor - Gray Mortar For Brick Masonary Tiles							
32	06-32	06	0.351	42.5	18.1	35.5	NAD	Chrysotile 3.9
	Location: Roof Above Auditorium - Black Built Up Roof							

See Reporting notes on last page

Client Name: HRP Associates, Inc.

Table I
Summary of Bulk Asbestos Analysis Results
 HERI506.BA Task 2; 7456 East Street, Newport, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
33	06-33	06	0.363	44.6	22.4	33.0	NAD	NA/PS
Location: Roof Above Auditorium - Black Built Up Roof								
34	07-34	07	----	----	----	----	Chrysotile 28.6	NA
Location: Second Floor - White Pipe Insulation								
35	07-35	07	----	----	----	----	NA/PS	NA
Location: Second Floor - White Pipe Insulation								
36	07-36	07	----	----	----	----	NA/PS	NA
Location: Second Floor - White Pipe Insulation								
37	08-37	08	0.278	9.6	72.0	18.5	NAD	NAD
Location: 1st Floor - White Window Glazing								
38	08-38	08	0.351	14.9	62.2	22.9	NAD	NAD
Location: 1st Floor - White Window Glazing								

Analyzed by: Khaalid W. Perine

Date: 8/30/2022



Reviewed by: Khaalid W. Perine



**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).



Relinquished By: James Charter Date/Time: 8/23/22 12:00
 Received By: Date/Time:
 Relinquished By: Date/Time:
 Received By: Date/Time:

Company: HRP Associates, Inc.		HRP Project No: HER1506.BA Task 2		AMERISCI #:
Street Address: One Fairchild Square, Suite 110		Project Address: 7456 East Street, Newport, NY		
City: Clifton Park State: NY Zip: 12065		Project Manager: Jesse Zahn		
Phone: 518-877-7101 Fax: 518-877-8561		Analysis: <input type="checkbox"/> PLM Only <input checked="" type="checkbox"/> TEM Only <input checked="" type="checkbox"/> NY ELAP PLM/TEM <input type="checkbox"/> ASTM Dust (microvac) <input type="checkbox"/> ASTM Dust (Wipe)) <input type="checkbox"/> Other (describe in Comments)		
Site/Secondary Fax #:		Material Type: <input checked="" type="checkbox"/> Bulk <input type="checkbox"/> Dust <input type="checkbox"/> Water		
Results to: james.charter@hrpassociates.com		Turnaround Time: 5-day Date Sampled: 8/22/22		
Special Instructions or Comments: Please sample homogenous materials on a positive stop basis				
Field ID	Location	Sample Description (for dust= size of surface area sampled)	Homogenous Area (HA #)	
01-01	Second Floor	Gray Plaster	01	
01-02				
01-03				
01-04				
01-05	Second Floor		01	
01-06	Third Floor			
01-07				
01-08				
01-09	Third Floor	Gray Plaster	01	
02-10	Second Floor	White Skim Coat	02	
02-11				
02-12				
02-13				
02-14	Second Floor			
02-15	Third Floor			
02-16	Third Floor	White Skim Coat	02	

222083360



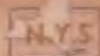
Relinquished By: James Charter Date/Time: 8/23/22 12:00
 Received By: _____ Date/Time: _____
 Relinquished By: _____ Date/Time: _____
 Received By: _____ Date/Time: _____

Company: HRP Associates, Inc.		HRP Project No: HER1506.BA Task 2		AMERISCI #:
Street Address: One Fairchild Square, Suite 110		Project Address: 745C East Street, Newport, NY		
City: Clifton Park	State: NY	Zip: 12065	Project Manager: Jesse Zahn	
Phone: 518-877-7101	Fax: 518-877-8561	Analysis: <input type="checkbox"/> PLM Only <input type="checkbox"/> TEM Only <input checked="" type="checkbox"/> NY ELAP PLM/TEM <input type="checkbox"/> ASTM Dust (microvac) <input type="checkbox"/> ASTM Dust (Wipe) <input type="checkbox"/> Other (describe in Comments)		
Site/Secondary Fax #:	Material Type: <input checked="" type="checkbox"/> Bulk <input type="checkbox"/> Dust <input type="checkbox"/> Water			
Results to: james.charter@hrpassociates.com	Turnaround Time: 5-day		Date Sampled: 8/22/22	
Special Instructions or Comments: Please sample homogenous materials on a positive stop basis				
Field ID	Location	Sample Description (for dust= size of surface area sampled)	Homogenous Area (HA #)	
02-17	Third Floor	White Skim Coat	02	
02-18	Third Floor	White Skim Coat	02	
03-19	Second Floor	Gray Ebsary Concrete Block	03	
03-20	Second Floor	Gray Ebsary Concrete Block	03	
04-21	Third Floor	Gray Pyrobar Concrete Block	04	
04-22	Third Floor	Gray Pyrobar Concrete Block	04	
05-23	Second Floor	Gray Mortar for Brick Masonry Tiles	05	
05-24				
05-25				
05-26				
05-27	Second Floor			
05-28	Third Floor			
05-29				
05-30				
05-31	Third Floor	Gray Mortar for Brick Masonry Tiles	05	
06-32	Root Above Auditorium	Black Built UP Roof	06	

Company: HRP Associates, Inc.		HRP Project No: <u>HER1506.BA</u> <u>Task 2</u>		AMERISCI #:	
Street Address: <u>One Fairchild Square, Suite 110</u>		Project Address: <u>7456 East Street, Newport, NY</u>			
City: <u>Clifton Park</u>	State: <u>NY</u>	Zip: <u>12065</u>	Project Manager: <u>Jesse Zahn</u>		
Phone: <u>518-877-7101</u>	Fax: <u>518-877-8561</u>	Analysis: <u>PLM Only</u> <u>TEM Only</u> <u>NY ELAP PLM/TEM</u> <u>ASTM Dust (microvac)</u> <u>ASTM Dust (Wipe)</u> <u>Other (describe in Comments)</u>			
Site/Secondary Fax #:		Turnaround Time: <u>5-day</u>		Material Type: <u>✓</u> Bulk <u> </u> Dust <u> </u> Water <u> </u>	
Results to: <u>james.charter@hrpassociates.com</u>		Sampled By: <u>James Charter</u>		Date Sampled: <u>8/22/22</u>	
Special Instructions or Comments: <u>Please sample homogenous materials on a positive stop basis</u>					
Field ID	Location	Sample Description (for dust= size of surface area sampled)		Homogenous Area (HA #)	
<u>06-33</u>	<u>Roof Above Auditorium</u>	<u>Black Built up Roof</u>		<u>06</u>	
<u>07-34</u>	<u>Second Floor</u>	<u>White Pipe Insulation</u>		<u>07</u>	
<u>07-35</u>	<u>↓</u>	<u>↓</u>		<u>07</u>	
<u>07-36</u>	<u>Second Floor</u>	<u>White Pipe Insulation</u>		<u>07</u>	
<u>08-37</u>	<u>1st Floor</u>	<u>White window glazing</u>		<u>08</u>	
<u>08-38</u>	<u>1st floor</u>	<u>White window glazing</u>		<u>08</u>	

CERTIFICATIONS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



JAMES K CHARTER
CLASS(EXPIRES)
D INSP(09/22)

CERT# 14-06730
DMV# 770-447817

MUST BE CARRIED ON ASBESTOS PROJECTS



GC-6

**Oneida Herkimer Solid Waste Authority Town of Ava
Landfill Permit**

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 6

207 Genesee Street, Utica, NY 13501-2885

P: (315) 793-2554 | F: (315) 793-2748

www.dec.ny.gov

July 10, 2024

Joshua Olbrys, Executive Director
Oneida-Herkimer Solid Waste Authority
1600 Genesee Street
Utica, New York 13502

Sent via email to: josh@ohswa.org

RE: Oneida-Herkimer Solid Waste Authority
Ava Regional Landfill Facility
DEC Facility ID # 6-3024-00009/00001, Solid Waste ID 33S15
Town of Ava, Oneida County

Dear Executive Director Olbrys:

On September 14, 2023, the Department of Environmental Conservation (DEC) received the Oneida-Herkimer Solid Waste Authority's (Authority) application for the renewal of the solid waste management facility (SWMF) permit for the continued operation of the Authority's Regional Landfill located in the Town of Ava, Oneida County. The application was deemed to be sufficient and timely, granting State Administrative Procedures Act (SAPA) extension of the permit.

As such, the DEC is authorizing the Authority to continue operations in accordance with the previously expired permit with an associated effective date of April 16, 2019. The Authority may continue operations in accordance with the expired permit until the renewal is issued.

The DEC continues to review the current application and is hopeful to have a renewed Draft permit ready for the Authority's review by the end of July 2023.

Sincerely,

Todd J.
Phillips

Digitally signed by
Todd J. Phillips
Date: 2024.07.10
09:16:16 -04'00'

Todd J. Phillips
Deputy Regional Permit Administrator
Region 6-Utica

ecc: J. Lauzon, DMM, Potsdam
S. Harrison, DMM, Utica
Law Enforcement
File



Department of
Environmental
Conservation



PERMIT

Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:

ONEIDA-HERKIMER SOLID WASTE
AUTHORITY
1600 GENESEE ST
UTICA, NY 13502
(315) 733-1224

Facility:

AVA LANDFILL

7044 ST RTE 294
AVA, NY 13309

Facility Location: in AVA in ONEIDA COUNTY **Village:** Ava

Facility Principal Reference Point: NYTM-E: 466.7 NYTM-N: 4811.2
Latitude: 43°27'10.7" Longitude: 75°24'41.7"

Project Location: 7044 State Route 294

Authorized Activity: This permit authorizes the Oneida Herkimer Solid Waste Authority (OHSWA) to construct/operate the Ava Landfill. Disposal is limited to 1,000 tons per day (tpd) of solid waste as defined in 6 NYCRR Part 360.2(b)(14).

Permit Authorizations

Solid Waste Management - Under Article 27, Title 7

Permit ID 6-3024-00009/00001

(Solid Waste ID 33LS0008)

Renewal

Effective Date: 3/19/2019

Expiration Date: 3/18/2024

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: TERRY R TYOE, Deputy Regional Permit Administrator

Address: NYSDEC Region 6 Utica Sub-Office
State Office Bldg - 207 Genesee St
Utica, NY 13501 -2885

Authorized Signature: _____

Date 04/16/2019



Distribution List

William Rabbia, OHSWA
James Biamonte, OHSWA
JAIME P LANG
Fred Munck, NR, NYSDEC
Gary McCullouch, DMM, NYSDEC
Sarah B Harrison

Permit Components

SOLID WASTE MANAGEMENT PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

SOLID WASTE MANAGEMENT PERMIT CONDITIONS

1. Conformance With Plans All activities authorized by this permit must be in strict conformance with the permit application, plans and materials prepared by or on behalf of the Oneida Herkimer Solid Waste Authority (OHSWA) on the respective dates indicated in Combined Condition 2..

2. Combined Condition 1

This permit is to construct/operate cells 1-7 of a 150 acre landfill and associated berms, roadways, leachate handling facilities, borrow areas, storm water drainage systems and landfill support facilities. The permit is intended to lead to additional approvals or permits to construct and operate for the entire 150 acre landfill.



3. Combined Condition 2 Unless expressly authorized in writing or unless modified by conditions of any permit issued by the Department of Environmental Conservation (the "Department"), all construction, installation, materials testing, operation, monitoring and reporting will be carried out in strict accordance with 6 NYCRR Parts 360 & 363 revised November 4, 2017 and the plans, specifications and reports submitted as part of the application for this permit. Those materials include:

- Final Environment Impact Statement (FEIS) for Site WLE-5 East - Main Volume dated August 1998
- FEIS Exhibit DD - Hearing Transcript and Written Comments dated August 1998
- FEIS Exhibit EE - Engineering Report Dated August 1998 and Addenda to Appendix A, B, C, and D of the Engineering Report
- FEIS Exhibit FF - Addendum to Wetlands & Ecology Reports for Site WLE-5 East dated August 1998
- FEIS Exhibit GG - Addendum to the Site Investigation Report for Site WLE-5 East dated August 1998
- Landfill Site WLE-5 East Permit Drawings dates September 1998
- Engineering Report for Site WLE-5 East, A Proposed Sanitary Landfill Located In The Town of Ava, New York dated September 1998
- Engineering Report Appendix A for Site WLE-5 East, A Proposed Sanitary Landfill Located in the Town of Ava, NY, dated September 1998 - Part 360 Permit Application Form Variance Applications, Demonstration for Groundwater Separation Waiver, Leachate Treatment Letters of Intent, Title V Air Permit Application, FAA Determination
- Engineering Report Appendix B for Site WLE-5 East, A Proposed Sanitary Landfill located in the town of Ava, NY dated September 1998 - Construction Quality Assurance/Construction Quality Control (CQA/CQC) Manual)
- Engineering Report Appendix C for Site WLE-5 East, A Proposed Sanitary Landfill located in the town of Ava, NY dated Sept 1998 - Contingency Plan
- Engineering Report Appendix D for Site WLE-5 East, A Proposed Sanitary Landfill located in the town of Ava, NY dated Sept 1998 - Operations and Maintenance Report
- Engineering Report Appendix E for Site WLE-5 East, A Proposed Sanitary Landfill located in the town of Ava, NY dated Sept 1998 - Storm Water Hydrology and Sedimentology for Staged Landfill Construction/Operation
- Engineering Report Appendix F for Site WLE-5 East, A Proposed Sanitary Landfill located in the town of Ava, NY dated Sept 1998 - Storm Water Hydrologic/Hydraulic Analysis for Final Landfill Development
- Engineering Report Appendix G for Site WLE-5 East, A Proposed Sanitary Landfill located in the town of Ava, NY dated Sept 1998 - Supporting Landfill Design Calculations and Data Volume 1 of 2
- Engineering Report Appendix G for Site WLE-5 East, A Proposed Sanitary Landfill located in the town of Ava, NY dated Sept 1998 - Supporting Landfill Design Calculations and Data Volume 2 of 2
- Wetland Report Site WLE-5 East Volume A dated Sept 1998
- Wetland Report Site WLE-5 East Volume B dated Sept 1998
- General Ecology Report Site WLE-5 East Volume B dated Sept 1998
- Site Investigation Report, Candidate Site WLE-5 East, Town of Ava, NY, Volume I, Text, Tables and Figures
- Site Investigation Report, Candidate Site WLE-5 East, Town of Ava, NY, Volume II,



Appendices A through D

- Site Investigation Report, Candidate Site WLE-5 East, Town of Ava, NY, Volume III, Appendix E
- Site Investigation Report, Candidate Site WLE-5 East, Town of Ava, NY, Volume IV, Appendix F
- Site Investigation Report, Candidate Site WLE-5 East, Town of Ava, NY, Volume V, Appendices G through N
- Response to comments received from NYSDEC - July 1999
- Addendum to the following Reports and Permit Drawings dated Sept 1998
- Addendum to Site Investigation Report and a Site Analytical Plan - dated July 1999
- The Solid Waste Authorities February 2000 "Response to Comments"
- Stormwater Pollution Prevention Plan for Site WLE-5 East, A Proposed Sanitary Landfill in the town of Ava, NY, March 2000
- Industrial Stormwater Pollution Prevention Plan for Site WLE-5 East, A Proposed Sanitary Landfill in the town of Ava, NY, August 2000
- Topsoil Stripping Monitoring Plan "Pioneer Cemetery" Location Study NYSOPRHP96PR2843 Oneida-Herkimer Solid Waste Management Authority....dated Oct 1999
- Regional Landfill O & M and Contingency Plan dated September 2006
- Wetland Mitigation Plan Modification dated December 2006
- Landfill Gas Recovery Facility Plans dated January 2011
- Oneida Herkimer Solid Waste Management Authority Regional Landfill - Cell No. 6 Liner System Construction Documents dated July 2013 and August 2013
- Oneida Herkimer Solid Waste Management Authority Regional Landfill - Cell No. 7 Liner System Construction Documents dated February 2017 including Revised Cell No. 7 Construction Drawings (sheets 1-9) dated July 2017
- Radiation Monitor Protocol dated October 2018
- Facility Manual dated October 2018
- Environmental Monitoring Plan dated July 2006, Revised October 2018

In any instance, if conflicting requirements are encountered, the more stringent shall apply, except where particular provisions of previous documents have been superseded in subsequent documents or where modifications which have been approved by the Department.



4. Combined Condition 3 Unless otherwise specified, all plans and reports related to the construction operation or monitoring of this facility must be submitted in both electronic (.pdf) and hard copy format to:

Regional Materials Management Engineer - Region 6
NYS Department of Environmental Conservation
317 Washington St
Watertown, NY 13601

One copy must also be submitted to the attention of the Division of Materials Management, NYSDEC, Utica Office.

The permittee may request that certain documents be submitted in electronic format only. Likewise, the Department may request that certain documents be submitted in electronic format only.

All approvals required by this permit must be obtained from the Regional Materials Management Engineer, unless otherwise stated.

5. Combined Condition 4 In the event a Department representative makes a determination that the permittee is in non-compliance with any provision of the Environmental Conservation Law, or with any regulation promulgated thereunder or any provision of this permit or of any judicial or administrative order applicable to the facility and enforceable under the Environmental Conservation Law, the permittee must, upon receipt of written or oral Notice of Non-Compliance from the Department promptly take such steps as are necessary to correct, abate or remediate the non-complying condition. Where oral notice is given, the Department will provide a confirming written Notice of Non-Compliance within 5 business days. To the extent feasible, the permittee must consult the Department regarding the selection and implementation of such measures. Any instance of non-compliance, together with the responsive measures and results of such measures, must be recorded in writing by the permittee, and submitted to the Department under this permit.

6. Combined Condition 5 The provisions of this permit shall not limit the Department's authority or the permittee's right to hearing or appeal as otherwise established by law or regulation.

7. Combined Condition 6 The permittee must maintain a copy of this permit and all applications, plans, reports, etc. identified in Combined Condition 2 at the site and make these documents reasonably available to any representative of the Department. The permittee must also maintain a copy of all written approvals and directives in a like manner.

8. Combined Condition 7 This permit shall not relieve the Permittee from complying, in all respects, with the terms of any applicable Federal, State or local law or regulation including, but not limited to the obtaining of any other required permit or form of approval.

9. Combined Condition 8 In addition to the requirements outlined in General Condition #1, the permittee shall allow any authorized representative of the Department, upon the presentation of proper credentials, to sample or monitor for any substance or parameters at any location for the purpose of assuring permit compliance or as otherwise authorized by the ECL or any applicable law, regulation, permit or Order.



10. Combined Condition 9 The Permittee shall take all steps to minimize or correct any significant adverse impact on public health, safety or welfare, the environment or natural resources resulting from facility operations. The Permittee shall verbally report any such condition which may endanger human health or the environment to the DEC Region 6 Division of Materials Management as soon as practicable. A written report must be filed within seven (7) days.

11. Operating Condition 1 The following wastes shall not be disposed of at this facility:

- A. Prohibited waste identified in 6 NYCRR Part 363-7.1(o);
- B. Any empty drum or any container which has held hazardous waste and is not empty according to 40 CFR 261.7; Containers of 5 gallons capacity or larger shall not be disposed at this facility unless the ends have been cut off and the containers have been crushed;
- C. Any industrial or commercial liquids, sludges or slurries, which are less than 20% solids and/or contain free liquids.

12. Operating Condition 2 Any Regulated Medical Waste (RMW) accepted for disposal at this facility must be in strict accordance with the following:

- A. Only treated regulated medical waste (TRMW) or treated and destroyed medical waste (TDMW) which has been treated in accordance with the minimum operating requirements of 6 NYCRR Part 365 and 10 NYCRR Subpart 70 may be accepted at this facility for disposal;
- B. Each load of TRMW and TDMW to be accepted for disposal must be accompanied by the original certification form. Each certification form must be signed and dated by the treatment facility shift supervisor or treatment facility manager. The certification must be maintained at the facility for a period of no less than seven (7) years from the date they are prepared;
- C. No TRMW or TDMW may be accepted from any RMW treatment facility unless a Validation Testing Program (VTP) plan has been filed.
- D. No TRMW or TDMW may be accepted by this facility from any RMW treatment facility unless the VTP results have been approved in writing by the New York State Department of Health and minimum operating standards have been established.

13. Operating Condition 3 The permittee will only accept 6 NYCRR Part 364 regulated wastes from a transporter properly permitted and properly operating pursuant to that Part.

14. Operating Condition 4 Unless otherwise approved by the Department, the active landfill area without final or intermediate cover from which leachate is collected shall be limited to 13 acres. This is intended to limit the quantity of leachate generated and to ensure the storage tanks design capacity is not exceeded.

15. Operating Condition 5 Solid waste shall be confined to an area which can be effectively maintained, operated and controlled at the active working face. No solid waste may be placed on any permanently closed area.



16. Operating Condition 6 Adequate access roads shall be maintained at all times to allow access to the active working face and the leachate transfer facilities.

17. Operating Condition 7 Leachate must be disposed of at an approved wastewater treatment facility and in accordance with agreements established between the permittee and the treatment facilities. A copy of those agreements shall be maintained on site. Leachate must be transported by a hauler permitted pursuant to 6 NYCRR Part 364.

18. Operating Condition 8 Any leachate on the ground shall immediately be contained and removed either by pumping or by utilizing spill cleanup procedures such as absorbent pads. Leachate and leachate spill debris must be disposed of at facilities approved by the Department.

19. Operating Condition 9 The leachate storage tanks must be operated to maintain a minimum of 2 feet of freeboard.

20. Operating Condition 10 To ensure leachate collection lines are functional, they must be inspected immediately after the first lift of refuse has been placed and must be cleaned out as necessary. Should any damaged lines be discovered, they shall be replaced or repaired immediately.

21. Operating Condition 11 The primary leachate collection and removal system shall be flushed at least annually to maintain an unobstructed and free draining collection system. Should the leachate collection and removal system's efficiency be found to be impaired, then remedial cleaning operations shall be conducted with written notification of such activity given to Department prior to the commencement of cleaning. The annual flushing shall be accomplished using a hydraulic sewer cleaner through the entire length of each collection pipe and header pipe of the primary leachate collection system.

22. Operating Condition 12 The leachate management and collection system shall be maintained to prevent leachate bypass of such system.

23. Operating Condition 13 The hours of operation shall be limited to:

Monday - Friday 7:00 am - 5:00 pm
Saturday 7:00 am - 12:30 pm

For the purposes of this condition, "operation" shall include, but not necessarily be limited to, waste hauling vehicles entering the main gate, or the deposition of solid wastes at the landfill working face. Preparation (plowing, etc.) may begin one hour prior to the start of the operational hours, and closing (covering the landfill, etc.) may continue one hour past the operational hours. Office work and indoor equipment repair and maintenance are not limited. In extreme or "emergency" situations, leachate may be hauled beyond the above hours for up to 5 days.

24. Operating Condition 14 The Department reserves the right to require an on-site monitor should conditions warrant one.

25. Operating Condition 15 Strict adherence to the applicable NYS Water Quality Standards, as promulgated in 6 NYCRR Parts 700 - 705 must be maintained in all streams which receive storm water discharge from the site.



26. Operating Condition 16 Alternate Operating Cover (AOC): The landfill may accept waste in excess of the approved design capacity as long as the waste is used for AOC. The quantity of waste that may be designated as AOC is limited to 25% of the approved design capacity. Also, the operations of the landfill must follow the Cover Material Management Plan, dated September 1, 2009, in handling, storing, and applying the AOC.

27. Operating Condition 17 Wind-blown paper and other debris shall be confined to the disposal area by snow fence, portable screens, natural screening, or any other necessary devices. The Permittee shall police wind-blown paper and litter along the landfill's perimeter at least once a week.

28. Operating Condition 18 All structures, including the leak detection and leachate collection and removal systems, groundwater and gas monitoring wells, access roads, drainage structures, valve pits, manholes, etc., shall be maintained in a proper working order. In the event any structure becomes damaged or malfunctions in any way, the Permittee shall notify the Department verbally within 24 hours after detection and follow up in writing within seven (7) days and shall promptly repair or replace the structure.

29. Operating Condition 19 - Radiation Monitoring All vehicles transporting waste to the facility will be monitored in accordance with the Department approved Radiation Monitoring Protocol dated October 2018 and 6 NYCRR Part 363-8.2(a).

30. Operating Condition 20 - Recycling The Permittee must include in its weekly spot check of vehicles, as required by 6 NYCRR Part 363-7.1(m), inspections for recyclable materials. The Permittee must randomly select at least ten vehicles containing municipal solid waste per week and inspect them for recyclable materials. The Permittee must include, in its annual report the results of these weekly inspections for recyclable materials, including the quantities found during these inspections. "recyclable materials" shall mean those materials designated as recyclable in the recycling plans.

31. Reporting Condition 1 Landfill personnel must be on duty at all times when trucks are entering the landfill (main gate), and when wastes are being deposited at the landfill. In the event unauthorized wastes are received at the landfill, the operator shall immediately notify the Region 6 Materials Management Engineer, providing the hauler's name and, if possible, the license number of the vehicle, the type of waste thought to have been deposited, and the generator of the waste.

32. Reporting Condition 2 A log of the weekly visual inspection of the leachate collection system must be maintained at the site. At a minimum, the log must detail the date, time, inspector, visual observations, problems, and any corrective actions taken. If any part of the leachate collection system becomes damaged or malfunctions, the permittee must immediately notify the Division of Materials Management in writing, and must immediately repair or replace the damaged structure or undertake other remedial action as authorized by the Department. 6 NYCRR Part 363-8.1(a)(3).

33. Reporting Condition 3 The permittee shall include in the quarterly report, summaries of the quantity of leachate collected in the secondary leachate collection and removal system. The summaries must include daily flow measurements, daily leakage rates in gallons per acre per day, and a 30-day rolling average of the daily leakage rates in gallons per acre per day.



34. Reporting Condition 4 By March 1st of each year, or as deemed necessary by the Department, the Permittee shall provide updates to the Operations and Maintenance (O&M) Manual and contingency plan once the updates are deemed acceptable by the Department. Upon approval by the Department, the updated O&M Manual and contingency plan shall become an enforceable part of this permit.

35. Reporting Condition 5 An annual report must be prepared on activities occurring during the calendar year and must be submitted no later than March 1st of the following year. The annual report must be submitted on forms provided by the Department. The annual report shall contain all the information required in 6 NYCRR Part 363-8.2(a).

36. Reporting Condition 6 The Permittee must maintain adequate surety or financial responsibility to ensure that the amount of funds is sufficient to cover the cost of closure, post-closure care and corrective action in accordance with the requirements of 6 NYCRR Part 360.22. The Permittee shall maintain accurate and current records which shall be available for inspection by DEC staff during normal business hours. In accordance with 6 NYCRR Part 360.22(b)(3), the Authority must annually adjust their closure cost estimates and submit the adjusted estimate to the Department.

37. Construction Condition 1 A variance from 6 NYCRR Part 360.8(c) construction in a regulated wetland, is granted.

38. Construction Condition 2 A variance from 6 NYCRR Part 363-6.15, construction of a gas venting layer, is granted.

39. Construction Condition 3 A waiver from the landfill construction provisions set forth in 6 NYCRR Part 363-6.3 requiring the maintenance of a minimum separation of five feet between the base of the constructed liner system and the seasonal high groundwater table is granted.

40. Construction Condition 4 During any phase of construction, a progress report will be submitted to the Department detailing work done over the previous calendar month. The report will include all quality control test results required under combined condition #2 above and 6 NYCRR Parts 360 & 363. At the Department's request, the Permittee shall hold meetings with Department representatives during construction of the landfill. At these meetings, the Department should be apprised of the current status of construction and any problems encountered during construction.

41. Construction Condition 5 All work will be done under the direction and general oversight of a professional engineer licensed to practice in New York State.

42. Construction Condition 6 Prior to the disposal of waste in any particular phase of the facility, the permittee must receive written acceptance of the certification report prepared and submitted in accordance with 6 NYCRR Parts 360 & 363 for that phase.

43. Construction Condition 7 At least 90 days prior to the commencement of the construction of any subsequent phase of the landfill the Permittee shall submit to the Department for its review and approval, an updated engineering report, detailed engineering plans, an updated QA/QC plan, and contract specifications of that phase. Construction will not proceed until written approval is received from the Department.



44. Construction Condition 8 The Department shall be notified immediately, in writing, in case of any development during construction that warrants a change to the approved engineering plans. There shall be no substantial deviation from the approved plans without the specific prior written approval of the Department. All deviations shall be noted in the engineer's daily reports, weekly summaries, and the certification report.

45. Construction Condition 9 Equipment Operation and Maintenance:

A. All equipment to be used in the construction phase of the project shall be maintained in proper operating condition.

B. All factory installed or added environmental controls and suppressors and mufflers must be utilized at all times.

C. All equipment shall be operated in a manner so as to reasonably minimize noise levels during operating hours.

46. Construction Condition 10

Prior to disposing of waste in any subsequent phase, the Permittee shall update the Operations and Maintenance Manual to reflect changes in operation resulting from facility construction.

47. Construction Condition 11 By November 15th of each year, adequate frost protection shall be installed and maintained on all completed liner areas in accordance with the approved plans and specifications.

48. Construction Condition 12 All surface water control berms, ditches and ponds shall be vegetated and otherwise stabilized following construction.

49. Construction Condition 13 Open burning of land clearing materials and debris (including trees, shrubs, and brush) is prohibited. Merchantable timber should be salvaged for commercial or other beneficial use. Topping, brush, and slash may be chipped or beneficially used on or off site. Tree stumps may be chipped or disposed of on site. As stumps and chips can affect groundwater chemistry, any disposal sites require prior DEC approval.

50. Construction Condition 14 Prior to and during any construction, the permittee must take adequate measures to prevent uncontrolled or unreasonable siltation of surface waters including drainage ditches, streams, and wetlands through and adjacent to the site. This must include provisions for frequent observation of potentially affected water courses, sampling if directed by the Department, appropriate corrective action in response to any observable increases in turbidity, and incorporation of observations, incidents, and corrective action taken into monthly reports.

51. Construction Condition 15 Unless otherwise approved by the Department, construction hours shall be limited from 6:00 am to 9:00 pm.



52. Construction Condition 16 Prior to commencement of liner construction, a test pad must be constructed, and the results of this test must be submitted to, and approved by, the Department. If the test pad results indicate, to the Department, the need for modification of the soils, such as enhancement with bentonite, the permittee must submit a detailed report describing the procedures involved, including but not limited to, mixing of bentonite, pugmilling and moisture control and amend the QA/QC Plan accordingly.

53. Environmental Monitoring 1 Monitoring of the facility is subject to all applicable requirements of 6 NYCRR Part 363-4.6(f), Environmental Monitoring Plan, and the associated Site Analytical Plan requirements of 6 NYCRR Part 363-4.6(g).

54. Environmental Monitoring 2 The Critical Stratigraphic Section, as defined in 6 NYCRR Part 360.2(b)(66), shall consist of the following geologic units that have been described in the September 1998 "Site Investigation Report, Candidate Site WLE-5 East, Town of Ava, NY" prepared by Geraghty & Miller, Inc.:

- (surficial) brown till unit
- gray till unit
- deep sand/till unit
- upper bedrock

55. Environmental Monitoring 3 The locations, design, and methods of drilling/construction for all additional or replacement groundwater monitoring wells must be approved by the Department prior to installation, and shall incorporate all applicable requirements of 6 NYCRR Part 363-4.4(k),(l),(m) and (n).

56. Environmental Monitoring 4 If the turbidity of a groundwater monitoring well sample is greater than 50 nephelometric turbidity units (NTU) in any given sampling event, samples for metals analyses must be collected/analyzed in duplicate. Total metals analyses must be conducted on whole, unfiltered samples. Immediately upon collection, samples for "dissolved" metals must be filtered in the field through a .45-micron filter.

57. Environmental Monitoring 5 During construction and operation of the facility, the Department reserves the right to designate new or additional surface water monitoring points if, in the opinion of the Department, such monitoring is necessary to assess surface water impacts. The Department may require the sampling and analysis of sediment based on surface water quality data.

58. Environmental Monitoring 6 The Department reserves the right to require adjustments or modifications to the monitoring plan if it deems necessary.

59. Mining 1 The amount of mined land affected outside the landfill "footprint" and wetland mitigation areas must be limited to 5 acres at any time. Expansion beyond the initial 5 acres may proceed at a rate not exceeding the amount of affected land reclaimed to the Departments satisfactions. This 5 acre limitation shall not apply to wetland sites created in accordance with the Wetland Report dated September 1998, prepared by Terrestrial Environmental Specialists, Inc.



60. Mining 2 Dust, generated by mining activities and on haul roads, must be controlled by water spray. All paved surfaces must be swept as often as necessary to control dust. The use of chemicals, including oil, for the control of dust is prohibited unless specifically approved by the Department.

61. Mining 3 Any reports required by this section must be submitted to:

Regional Supervisor of Natural Resources - Region 6
NYS DEC
Dulles State Office Building
317 Washington St.
Watertown, NY 13601

62. Mining 4 Soil piled for future use must be graded 1 vertical to 3 horizontal and seeded to prevent erosion within 30 days of commencement of excavation.

63. Mining 5 All approvals required by this section must be obtained from the Regional Supervisor of Natural Resources or that persons designee.

64. Mining 6 Materials mined on site are for the exclusive use in the construction, operation and closure of a sanitary landfill and any approved on site mitigation at this location. Mined materials may not be removed from the site for any reason. This condition does not limit the importation of materials mined at another location for use in the landfill construction, operation and closure.

65. Mining 7 Nothing in this permit shall be construed as authorizing activities that otherwise require a permit pursuant to ECL Article 23 (Mined Land Reclamation Law).

66. Landfill Gas Recovery Facility (LGRF) 1 The Landfill Gas to Energy Facility must be operated in accordance with the plans, accompanying reports and specifications as approved by the Department.

67. Landfill Gas Recovery Facility (LGRF) 2 Facility operations shall not interfere with the closure or post closure care of the landfill.

68. Landfill Gas Recovery Facility (LGRF) 3 The permittee shall immediately notify the NYSDEC of any explosive conditions detected by gas plant monitoring equipment or in gas probes around the site. This notification shall be made verbally to the regional office within 24 hours. This notification must include a description of the situation, and action that will be undertaken to correct the problem. Written confirmation of this verbal notification must be submitted within 15 days of the incident and must include a description of the corrective action undertaken or planned.

69. Landfill Gas Recovery Facility (LGRF) 4 The permittee shall submit an annual report to the DEC that includes the following information:

- quantity of landfill gas recovered
- quantity of condensate and waste oil generated and a description of its disposal
- quantity of electricity generated

The above report shall be submitted by March 1st of each year for the preceding calendar year.



70. Landfill Gas Recovery Facility (LGRF) 5 Any condensate and waste oil generated at the facility must be properly disposed according to the Environmental Conservation Law and State Regulations. Samples of condensate and waste oil must be taken and analyzed with all results submitted with the Annual Report. The Department reserves the authority to modify the frequency of sampling, target analytes, and/or analytical methods.

71. Landfill Gas Recovery Facility (LGRF) 6 Amendments to the plans and specifications for the facility must be approved by the Department prior to their implementation. Modifications must be proposed in writing and shall not be implemented until written notice is received from the Department.

72. Landfill Gas Recovery Facility (LGRF) 7 This permit shall be subject to change in the event that it becomes inconsistent with future modifications of the rules and regulations of the DEC.

73. Landfill Gas Recovery Facility (LGRF) 8 All gas well field data shall be maintained in a data base format and shall be kept on site. It shall be made available to the DEC if requested. The field parameters that must be monitored and kept on a daily basis are vacuum control, flow rate of the well field, percent methane, percent oxygen, temperature, percent carbon dioxide, and percent balance gas.

74. Closure Condition The final contours of the site must conform to those shown on Department approved engineering reports and plans.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:



Regional Permit Administrator
NYSDEC Region 6 Utica Sub-Office
State Office Bldg - 207 Genesee St
Utica, NY13501 -2885

4. Submission of Renewal Application The permittee must submit a renewal application at least 180 days before permit expiration for the following permit authorizations: Solid Waste Management.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.



Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

SECTION 00 33 00

EXISTING CONDITIONS

PART 1 GENERAL

1.1 DESCRIPTION

- A. The former Newport School located at 7456 East Street, Newport, New York (Site) is occupied by a vacant building that has been condemned and identified by the Village of Newport for demolition in preparation for re-development of the Site and revitalization of the neighborhood area.
- B. Location: The 1.08 acre parcel is noted as Tax Map Parcel 094.047-02-08.2. Part of the parcel is burdened by an easement for draining, refer to Topographic Survey, Moore Land Surveying, P.C. dated October 22, 2024.
- C. Site Features: One (1) three story masonry frame building. The remainder of the Site includes paved driveway and vegetated areas.
- D. Land Use: The Site was utilized since at least 1887 to 1990 as a public school in the Village of Newport. The Site building has remained vacant and unused since the building was vacated in 1990. Three underground storage tanks (USTs) have been historically used for heating (#2 fuel oil) and bus fueling (gasoline) purposes. These tanks were utilized on-site/off-site between 1941 and 2003. The location and status of the gasoline UST is unknown and are not included in the work.

1.2 LIMITATIONS OF SUBSURFACE EXPLORATIONS

Not Applicable

1.3 LIMITATIONS OF EXISTING KNOWN UTILITIES

- A. Do not infer that utility locations shown on the Drawings are accurate, or that all existing utilities and structures are depicted. Identify the location of the utilities required to complete the work.

PART 2 PRODUCTS

Not Applicable

PART 3 EXECUTION

3.1 SUPPLEMENTAL SUBSURFACE INVESTIGATION

Not Applicable

3.2 SUPPLEMENTAL UTILITY LOCATION AND RESPONSIBILITY

- A. Locate all existing utilities and underground structures in the vicinity of the Work Area on the Site.
- B. Identify and mark utilities in accordance with New York regulations. Contact DIG SAFELY NEW YORK at 811 or 1-800-962-7962 before starting on-site excavation.
- C. Repair all work-related damage to existing utilities, which are to remain in service, at no expense to the Village of Newport.
- D. Contact the affected utility and property owners as soon as damage is discovered.
- E. The cost for performing the Work described in Subpart 3.2, excluding 3.2C, is considered incidental to the Work.

END OF SECTION

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Contract description.
 - 2. Definitions.
 - 3. Contacts.
 - 4. Access to site.
 - 5. Work Hours.
 - 6. Control of work.
 - 7. Legal notification.
 - 8. Special site consideration.
 - 9. Site security.
 - 10. Site safety.
 - 11. Winter Shutdown.
 - 12. Specification conventions.

1.2 CONTRACT DESCRIPTION

- A. This Specification section provides a general description of the Work. The Contractor shall refer to the appropriate detailed Specifications section for project specifics.
- B. The Village of Newport is accepting bids for demolition activities at 7456 East Street, Newport, New York.
- C. General Description of the proposed Work:
 - 1. The proposed project consists of the demolition of condemned building located at 7456 East Street, Newport, New York.
 - 2. The Site includes grass covered areas and a driveway adjacent west of the building and overgrown vegetation around the remainder of the building.
 - 3. All utilities and structures shall be verified prior to commencement of demolition activities.
 - 4. All utility disconnects must be completed by the contractor and provided to Owner or Owner's representative.
 - 5. Temporary construction fence shall be installed and maintained during the project.
 - 6. Erosion and sediment controls shall be installed, maintained, inspected, and repaired (as needed) in accordance with the Contract Drawings.
 - 7. The demolition and segregation of building materials shall proceed to the main floor slab on grade. The main floor slab shall be left intact.
 - 8. Removal of asphalt road ways on the site is not included.
 - 9. Stockpiles should be staged with appropriate sediment control measures in accordance with the Contract Drawings.
 - 10. Decontaminated metal and other salvage shall be segregated from all other waste generated during demolition activities.

11. The Work will include and protection of existing above ground and underground utilities.
 12. Erosion control measures will be secured at the limit of the disturbed area at the end of the project for maintenance by the Owner.
 13. Bidder is alerted to the drainage easement that includes the asphalt driveway adjacent southeast of the Project Site; See Site Topographic Survey.
 14. Loading, transport, disposal and site restoration activities are addressed under a separate Contract.
- D. All Work items are to be conducted according to the Technical Specifications and the Contract Drawings.
- E. The Work shall be planned, scheduled, and performed in stages to complete the Work within the requirements of the Contract Document.

1.3 DEFINITIONS

- A. Definitions of contractual or associated parties, referenced herein on the Contract Drawings and in the Technical Specifications, are listed below:
1. Owner – Village of Newport, New York
 2. ENGINEER — HRP Associates, Inc.
 3. CONTRACTOR—A person, company or organization who has contracted with the OWNER and is directly responsible for performance of the Work referenced in the Technical Specifications, Contract Drawings or as included herein.
 4. SUBCONTRACTOR—A person, company or organization who has contracted with the CONTRACTOR for the purpose of supplying services, materials, assemblies or other items as required to perform the Work referenced in the Technical Specifications, Contract Drawings or as included herein.
 5. Others—A person, company or organization who has contracted with the OWNER for the purpose of supplying services, materials, or other items of Work independent of those services, materials, or other items of Work supplied by the CONTRACTOR.

1.4 CONTACTS

A. Table 1 –Contact List

Name	Email	Address	Phone
Village of Newport			
Marc Butler	mayor_butler@villageofnewportny.org	3085 Bridge Street Newport, NY 13416	315-845-8543
NEXT			
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Adjacent Property Owners			

1.5 ACCESS TO SITE

- A. The CONTRACTOR shall have access to the Site as shown on the Contract Drawings and in accordance with the Technical Specifications, and in general the Contract Documents.
- B. The Limits of Disturbance (LOD)s shall be as described in these Technical Specifications and depicted on Contract Drawings. All Work shall be confined to the LODs and completed to the lines, grades, and dimensions called for on the Contract Documents unless directed otherwise by the OWNER. All Work performed beyond designated limits without prior approval shall be corrected to the OWNER satisfaction, at no additional cost to the OWNER.
- C. The Contractor shall observe applicable traffic laws, New York State Department of Transportation (NYSDOT) requirements, Village requirements.
- D. All project and personnel vehicles shall be parked in designated areas.

WORK HOURS

1.6

- A. Work shall be performed during periods in which adequate light levels are available to provide a safe working environment. Night work shall not be allowed for performance of the Work without written prior approval from OWNER.

CONTROL OF WORK

1.7

- A. All work shall be performed within extents displayed on Contract Drawings. CONTRACTOR shall verify with the ENGINEER extents of Work prior to starting Work. CONTRACTOR shall notify OWNER and ENGINEER of discrepancies. Confirm Contract Drawing dimensions and extents.

LEGAL NOTIFICATION

1.8

- A. The CONTRACTOR shall give all notices and comply with all laws, ordinances, codes, permits, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the CONTRACTOR performs any Work contrary to such laws, ordinances, codes, permits, rules, and regulations, CONTRACTOR shall bear all costs arising therefrom. It is the responsibility of the CONTRACTOR to identify and secure any and all permits to be maintained during the course of the project as required to execute the Contract.
- B. OWNER will provide the following documents/permits:
 - 1. Access Permits:
 - a. Right of Entry
- C. CONTRACTOR shall obtain, comply with, and execute all permits as needed.

SPECIAL SITE CONSIDERATION

1.9

- A. The CONTRACTOR shall control storm water runoff in accordance with the New York State Standards and Specifications for Erosion and Sediment Control (current edition).
- B. CONTRACTOR shall use ultra-low sulfur #2 diesel fuel in all diesel construction equipment used during the project.

1.10 SITE SECURITY

- A. Security will not be provided by ENGINEER or the OWNER. The CONTRACTOR shall, at all times, take reasonable precautions in conducting all operations under this contract in a manner to avoid the risk of loss, theft or damage to the equipment and supplies. ENGINEER or the OWNER will not be responsible for the loss, theft, or damage of the CONTRACTOR's equipment.
- B. The CONTRACTOR shall be responsible for providing barricades, signs, flags, caution tape, and other means, as necessary, to prevent unauthorized access to the site and protect the Work, materials and equipment stored onsite.

1.11 SITE SAFETY

- A. The CONTRACTOR shall comply with Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue N.W., Washington, DC 20013, or at the following web address: www.osha.gov. The CONTRACTOR shall also comply with the provisions of the Federal Occupational Safety and Health Act, as amended.
- B. The CONTRACTOR shall provide at least one non-freezing-type fire extinguisher in each Work vehicle on the premises.
- C. The CONTRACTOR shall provide and maintain a basic first aid kit.
 - 1. Provide first aid supply commensurate with size of project with items necessary for first aid treatment of all injuries.
 - 2. Advise workers of the location of first aid supplies.
 - 3. Post telephone numbers of nearest hospital or ambulance service and fire station in conspicuous location. Advise all workers of location of telephone numbers.
- D. The CONTRACTOR shall provide protection for pedestrians and vehicles when construction is within public rights-of-way. Trenches or excavation left open overnight shall be clearly delineated and barriers should be placed to prevent access.
- E. The CONTRACTOR will be required to provide safety measures for during and outside of construction work hours in accordance with permitting requirements.

1.12 WINTER SHUTDOWN

- A. The CONTRACTOR may not suspend work due to winter weather conditions until the following requirements have been met:
 - 1. All open trenches and excavations have been backfilled to the ground surface. Barriers around open excavations and trenches will not be acceptable.
 - 2. There are no unsecured or unfinished stretches of pipes between sewer manholes. Do not

- start Work unless it is certain that construction and mitigation can be managed.
3. Make preparations for winter conditions before the weather and physical condition of the right-of-way have degraded to the point where effective implementation of the stabilization measures is precluded.
 4. If hydrostatic testing might occur during unfavorable conditions, plan for using locations where access and operations will not require elaborate drainage and erosion control installation under adverse conditions.
 5. All roads that are not permanently restored shall be suitably repaired for the road's intended use during the shutdown period.
 6. Remove all materials and equipment from public right of way.
 7. All exposed soils shall be at least rough graded, and drainage patterns shall be restored. Apply erosion and sediment controls (i.e., silt fence) and temporary seeding of critical areas as Specified in Section 32 92 19 – Seeding.
 8. Inspect temporary erosion and sediment controls and ensure they are in good working order.

1.13 SPECIFICATION CONVENTIONS

- A. Some of these specifications are written in imperative mood and streamlined form. This imperative language is directed to the CONTRACTOR, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 013300
SUBMITTAL REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 REQUIREMENTS INCLUDED

- A. Products data, waste tickets, supervisor logs, air monitoring logs, and any other applicable documents generated as part of Work.

1.3 SHOP DRAWINGS AND PRODUCTS DATA

A. General:

1. Review and submit to the Engineer project data required by the Specifications Sections.
2. The Contractor shall prepare and submit for the Owner and Engineer, Product Data required to be submitted for the Work. The Product Data submittal shall correspond with the demolition schedule so that the submissions relate to the time when the products and/or systems will be required on the site. The Owner and Engineer will not approve a schedule that calls for out-of-sequence submittals.

B. Shop Drawings:

1. Original drawings, if applicable, shall be prepared by General Contractor, Subcontractor, which illustrate some portion of the Work, showing fabrication, layout, setting, or erection of details.
 - a. Shop drawings shall be prepared by a qualified detailer.
 - b. Details shall be identified by reference to sheet and detail numbers indicated on Contract Drawings.
 - c. Maximum sheet size shall be 24-inch by 36-inch.
 - d. Submit with the required number of opaque prints specified herein.

C. Product Data:

1. Manufacturers' catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data. Provide manufacturer's catalogue sheet, specification for each product and other pertinent data as required under the individual specification.
 - a. Modify product data submittals to delete information that is not applicable to the project.
 - b. Supplement standard information to provide additional data that is applicable to the project.
 - c. Clearly mark each copy to identify pertinent materials, products, or models.
 - d. Show dimensions and clearances required.
 - e. Show performance characteristics and capacities.

2. All such data shall be specific and identification of material or equipment submitted shall be clearly made in ink. Data of general nature will not be accepted.
 3. Product Data shall be accompanied by transmittal notice. The Contractor's stamp of approval shall appear on the printed information itself.
- D. Samples: Samples will not be required for this Project.
- E. Mock-ups: Mock-ups will not be required for this Project.
- F. Other: waste tickets, supervisor logs, air monitoring logs, and any other applicable documents generated as part of Work shall be submitted to the Owner and Engineer in accordance with this specification and the Contract Documents.

1.4 GENERAL CONTRACTOR'S RESPONSIBILITIES:

- A. Review shop drawings and product data prior to submission. Verify:
1. Field demolition criteria.
 2. Conformance with Specifications.
 3. Integration with adjoining work.
- B. All shop drawings prepared by subcontractors shall be processed through the General Contractor. The General Contractor shall check all the shop drawings for conformity with the Contract Documents prior to submitting same to the Engineer for approval. Certification shall appear on each shop drawing stating that the General Contractor has made his/her check. Format and content of the Contractor's certification stamp shall be subject to approval by the Engineer and shall include, but not be limited to:
1. The Term "By Others" shall not be used on shop drawings, the General Contractor shall state by whom related items are to be furnished and/or installed.
 2. The Engineer reserves the right to reject and return to the General Contractor, without examination, any shop drawings which have not been previously checked and certified as outlined above, which carry the term "by other" or such vague reference, which are difficult to read, which have arrived by e-mail or which in any way are obviously not in conformity with Contract Requirements.
 3. Such approval by the Owner and Engineer will not relieve the General Contractor from responsibility for errors of any sort in the shop drawings, nor for the proper coordination of any submittal with all other work. If the shop drawings deviate, or are intended to deviate, from the Contract Documents, the General Contractor shall so advise the Engineer in writing at the time the shop drawings are submitted, stating the difference in value between the Contract requirements and that denoted by said shop drawings.
 4. The General Contractor shall assume full liability for delay attributed to insufficient time for delivery and/or installation of material or performance of the work when approval of pertinent shop drawing is withheld due to the failure of the General Contractor to submit, revise, or resubmit shop drawings in adequate time to allow the Engineer a reasonable time, not to exceed ten (10) calendar days, for normal checking and processing of each submission or resubmission.
 5. Delay caused by not providing adequate design review time of submittals will be at the Contractor's expense.
- C. Coordinate each submittal with the requirements of the Contract Documents.

- D. The General Contractor's responsibility for errors and omissions in submittals is not relieved by the Engineer's review and approval of submittals, unless the Engineer gives tentative written acceptance of specific deviations identified as such.
- E. Notify the Engineer in writing at the time of submission, of deviations in submittals from requirements of Contract Documents or previous submissions.
- F. Work that requires submittals shall not commence unless submitted with Engineer's stamp and initials or signature indicating review and approval.
 - 1. No work shall be started on the job until pertinent shop drawings have been approved by the Engineer.
- G. Maintain one (1) copy of each approved submittal at the project site.

1.5 SUBMISSION REQUIREMENTS:

- A. General: All submittals shall be made to the Owner and Engineer. The quantity and make-up of submittals shall be as established by the Engineer. The Engineer will log and distribute submittals for review.
- B. Make submittals promptly in accordance with approved schedules, and in such sequence as to cause no delay in the work.
- C. Submittals shall include:
 - 1. Date and revision dates.
 - 2. Project title and number.
 - 3. The names of:
 - a. Owner and Engineer;
 - b. General Contractor;
 - c. Subcontractor;
 - 4. Location of work and relation to adjacent structure or materials.
 - 5. Field dimensions clearly identified as such.
 - 6. Specification Section number and specific paragraph under which item is specified.
 - 7. Submission number.
 - 8. Applicable standards, such as ASTM number.
 - 9. A blank space, five-inch by four-inch, for the Engineer's stamp.
 - 10. Contractor's remarks. Identify exceptions or deviations from Contract Documents and reasons for them.
 - a. If shop drawings submitted by the General Contractor indicate a departure from the Contract and the Engineer deems it to be minor adjustment in the interest of the Owner (subject to concurrence by the Contractor stating it does not involve a change in Contract Price or extension of time), the Engineer may approve the submission, but the approval shall be subject to the Engineer's review and acceptance.
 - b. The approval of the Engineer shall be inferred to contain in substance the following: The change is so ordered with the understanding that it does not involve any change in the Contract Price or Time, and that it is subject generally to all contract stipulations and covenants, and is without prejudice to any and all rights of the Owner under the Contract.
 - 12. General Contractor's stamp, initialed or signed certifying review and approval of submittal.
 - 13. Any other items as called for by the Engineer or required by the manufacturers.
 - 14. The Engineer reserves the right to ask for shop drawings for any or all items on the project,

whether or not requested in individual specification sections, at no additional cost to the Owner.

1.6 RESUBMISSION REQUIREMENTS:

- A. Resubmission: Resubmission procedure shall follow the same procedures as the initial.
- B. Shop Drawings:
 - 1. Transmittal shall contain the same information as the first transmittal except that the submission number shall change sequentially. The drawing number/description shall be identical as the first transmittal but the date shall be the revised date for that submission.
 - 2. No new material should be included on the same transmittal for the resubmission.
 - 3. Indicate on drawings any changes which may have been made other than those requested by the Engineer.

1.7 THE ENGINEER'S REVIEW AND DISTRIBUTION OF SUBMISSIONS

- A. The Engineer will evaluate and review submittals within the aforesaid review period timeframe (10 calendar days). After the Engineer's review, distribution shall be as stated herein.
 - 1. If the submittal is 'reviewed -', or 'reviewed, furnish as corrected', the Engineer shall compose a transmittal indicating the status. The Engineer shall stamp the submittals in concurrence with the status agreed to, and transmit back to the Contractor, with one (1) copy sent directly to the Owner. The Contractor shall then distribute said submittals to appropriate subcontractors. The Engineer shall retain one (1) copy for her/his records.
 - 2. If the submittal is 'reviewed - revise and resubmit' or 'rejected', the Engineer shall compose a transmittal indicating the status. The Engineer shall stamp the submittals in concurrence with the status agreed to and transmit back to the Contractor for resubmission. A copy of the transmittal, indicating that a submittal was disapproved and returned to the Contractor, will be forwarded from the Engineer to the Owner for their records.
 - 3. The review period for the Engineer will not exceed ten (10) calendar days from the established date of each submission indicated on the Schedule of Shop Drawings and Product Data, plus the additional time, if any, for distribution by the Contractor and receipt of submissions by the Engineer. The Contractor is required to anticipate review time, including time for possible rejection and resubmission, in establishing Schedule dates.
 - a. The aforementioned time provided to the Engineer for checking shop drawings is from the date of receipt of shop drawings by the Engineer to the mailing date of shop drawings returned to the General Contractor by the Engineer.
 - 4. The Engineer will process the submission and indicate the appropriate action on the submission and the transmittal. Incomplete or erroneous transmittals will be returned without action.
 - 5. The Engineer will prepare the transmittal in the following sequence:
 - a. Date received from Contractor.
 - b. Date returned to Contractor.
 - c. Action taken on submission.
 - d. Distribution, including number of copies distributed and type of material distributed.
 - e. Engineer's remarks (note major deviations from the Contract Documents).
- B. Engineer's Review Procedure:

1. Stamped REVIEWED:
 - a. No corrections or resubmissions required, fabrication may proceed.
2. Stamped REVIEWED:
 - a. If Contractor complies with noted corrections, fabrication may proceed. Submit corrected print for final review.
 - b. If, for any reason, the Contractor cannot comply with the noted corrections, fabrication shall not proceed and Contractor shall resubmit, following procedures outlined in this Section.
3. Stamped REVIEWED, "REVISE AND RESUBMIT" OR "SUBMIT SPECIFIED ITEM", "REJECTED":
 - a. Contractor shall revise and resubmit for review. Fabrication shall not proceed.

C. Manufacturer's Instruction

1. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing, in quantities specified for product data, with one (1) additional copy submitted to the Engineer.

1.8 SCHEDULE OF VALUES

- A. Prior to the first request for payment, the General Contractor shall submit to the Owner and Engineer, a Schedule of Values of the various portions of the Work in sufficient detail to reflect various major components of each trade, including quantities when requested, aggregating the total contract sum, and divided so as to facilitate payments for work under each Section. The schedule shall be prepared in such form as requested by the Engineer, and it shall include data to substantiate its accuracy. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, including breakdown and values, requires the approval of the Engineer and shall be used only as a basis for the Contractor's request for payment.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

1.1 GENERAL PROVISIONS

- A. Attention is directed to the GENERAL CONDITIONS which are hereby made a part of this Section of the Specifications.
- B. Temporary Facilities and Controls will not be measured for payment; these costs shall be included in the overall cost to perform the demolition work under general conditions.

1.2 TEMPORARY WATER

- A. All water for demolition activities and dust control shall be furnished and paid for by the General Contractor.
- B. Temporary hoses and temporary pipelines used for transporting water shall not be run unattended or unprotected across parking areas, vehicle entrances, walkways, plazas, or steps.
- C. The General Contractor shall provide an adequate supply of drinking water from approved sources of acceptable quality, satisfactorily cooled, for her/his employees and those of her/his Subcontractors.
- D. Use of the water may be discontinued if, in the opinion of the Engineer, it is wastefully used.

1.3 WEATHER PROTECTION

- A. It is the intent of these Specifications to require that the General Contractor shall provide temporary enclosures and heat to permit demolition work to be carried on during the months of November through March as needed. Under no circumstances shall the Contractor suspend any work during the months of November through March because of their reluctance to provide and pay for temporary weather protection. These Specifications are not to be construed as requiring enclosures or heat for operations that are not economically feasible to protect in the judgment of the Engineer. Included in the preceding category, without limitation, are such items as site work, excavation, steel erection, erection of certain "exterior" wall panels, roofing, and similar operations.
- B. "WEATHER PROTECTION" shall mean the temporary protection of that work adversely affected by moisture, wind, and cold, by covering, enclosing and/or heating. This protection shall provide adequate working areas during the months of November through March as determined by the Engineer and consistent with the approved demolition schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of demolition operations. The General Contractor shall furnish and install all "weather protection" material and be responsible for all costs, including heating required to maintain a minimum temperature of 50 degrees F. at the working surface. This provision does not supersede any specific requirements for methods of construction/demolition, curing of materials or the

applicable general conditions set forth in the Contract Articles with added regard to performance obligations of the Contractor.

- D. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices. Heating devices which may cause damage to finish surfaces shall not be used.

1.4 TEMPORARY POWER

- A. The Contractor shall be responsible to provide temporary power as needed to perform the work. Payment for the temporary power installation, consumption of energy and dismantling of the temporary power, including all permits and fees (excluding tipping fees), shall be the responsibility of the General Contractor.
- B. The General Contractor shall pay for the cost of electric energy consumed by herself/himself and by all of her/his subcontractors. Any temporary wiring of a special nature shall be paid for by the Subcontractor requiring it, such as:
 - 1. Special circuits required by electric welders, elevators, lifts or other special equipment requiring high-amperage and/or special voltage service, etc.
 - 2. Exterior lighting circuits for protection against vandalism, public warning lights, lights for advertising, and similar items.
- C. The General Contractor and all Subcontractors, individually, shall furnish all extension cords, sockets, motors, and accessories required for their work. They shall also pay for all temporary wiring of offices and buildings used by them. The General Contractor shall pay for her/his own offices.
- D. All temporary wiring installed by the Electrical Subcontractor shall be removed after it has served its purpose. Use copper wire only.
- E. All relocations of temporary service to meet demolition and/or phasing requirements shall be performed at no additional cost to the Owner.

1.5 HOISTING EQUIPMENT AND MACHINERY

- A. All hoisting equipment and machinery required for the proper and expeditious prosecution and progress of the work shall be furnished, installed, operated and maintained in safe condition by the General Contractor for the use of all Subcontractors' material and/or equipment delivered to the designated hoisting area except that which is specifically required to be provided by the Subcontractors themselves and is so stated in each appropriately related Section of the Specifications. All costs for hoisting operating services shall be borne by the General Contractor unless specifically stated otherwise in the Contract Documents.
 - 1. A licensed equipment manufacturer's representative shall be present at all times, to witness the erection and dismantling of all hoisting equipment and machinery, whenever such equipment is being erected or dismantled. No such work will be performed without the presence of such representative.
 - 2. Hoisting equipment and machinery erection and dismantling shall be performed only by trained, certified and experienced riggers qualified to perform such work.

3. Copies of such licenses and/or certifications, clearly indicating qualifications, shall be provided to the Owner prior to commencement of such erecting and dismantling work.

- B. Review Drawings for openness of traffic access routes to installed destinations of specified equipment and furnishings.

1.6 STAGING

- A. All staging, exterior and interior, required to be over eight feet in height, shall be furnished and erected by the General Contractor and maintained in safe condition by her/him without charge to and for the use of all trades as needed by them for proper execution of their work, except where specified to the contrary in any Section of the Specifications.
 1. Erection and dismantling of staging shall be performed only by trained, certified, and experienced staging personnel qualified to perform such work.
 2. Copies of such certifications, clearly indicating qualifications, shall be provided to the Owner prior to commencement of such erecting and dismantling work.

1.7 MAINTENANCE OF ACCESS

- A. The General Contractor shall provide and maintain for the duration of his contract, a means of access to, around and within the site, for vehicular traffic and authorized personnel. This means of access shall be construed to sustain the weight of equipment customarily engaged for use in demolition projects of this type and magnitude. The General Contractor shall, without additional compensation from the Owner, furnish labor and materials as may be required from time to time to maintain this means of access in an acceptable condition as determined by the Engineer. Pedestrian access shall provide adequate protection against falling debris, slippage, adequate lighting, warning and directional signs, and protection against demolition activities.

1.8 DUST CONTROL

- A. The General Contractor shall provide adequate means for the purpose of preventing any fugitive dust caused by demolition operations from leaving the site, creating a hazard, nuisance, and from entering adjacent occupied areas throughout the period of the demolition contract.
- B. This provision does not supersede any specific requirements for methods of demolition or applicable general conditions set forth in the Contract Articles with added regard to performance obligations of the General Contractor.
- C. Wetting of waste during demolition, staging and loading shall be completed in accordance with the site specific variance.

1.9 NOISE CONTROL

- A. Comply with requirements of authorities having jurisdiction. Develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum.
- B. Execute demolition work by methods and by use of equipment which will reduce excess noise.
 1. Equip air compressors with silencers, and power equipment with mufflers.

2. Manage vehicular traffic and scheduling to reduce noise.
3. No heavy equipment may be started or idled before 7 am.

1.10 INDOOR AIR QUALITY MANAGEMENT

- A. Minimize exposure of building occupants, indoor surfaces, and ventilation air distribution systems to environmental tobacco smoke. At a minimum, take the following measures:
 1. Prohibit smoking in the building or on the site except for designated areas only.
 2. Locate exterior designated smoking areas at least 25 feet away from entries, outdoor air intakes, and operable windows.
- B. Take special care to prevent accumulation of moisture on materials and debris to prevent development of mold and mildew within the work area.
- C. Immediately remove from site and properly dispose of materials showing signs of mold and mildew, including materials with moisture stains.

1.11 ENCLOSURES

- A. Provide temporary, insulated, weather tight closures of openings in exterior surfaces for providing acceptable working conditions, allowing for heating during interior demolition, and preventing entry of unauthorized persons, as applicable. Provide doors with self-closing hardware and locks, as applicable.

1.12 CLEANING DURING DEMOLITION

- A. Unless otherwise specified under the various trade Sections of the Specifications, the General Contractor shall perform clean-up operations during demolition as herein specified.
- B. Control accumulation of waste materials and rubbish; periodically dispose of off-site in a legal manner. The General Contractor shall bear all costs, including fees resulting from such disposal, excluding tipping fees
- C. Maintain project in accordance with all local, State, and Federal Regulatory Requirements.
- D. Store volatile wastes in covered metal containers, and remove from premises.
- E. Prevent accumulation of wastes which create hazardous conditions.
- F. Provide adequate ventilation during use of volatile or noxious substances.
- G. Conduct cleaning and disposal operations to comply with all federal, state and local ordinances and anti-pollution laws.
 1. Do not burn or bury rubbish and waste materials on site.
 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 3. Do not dispose of wastes into streams or waterways.

4. Identify potential sources of cleaning water runoff and propose abatement procedures.

- H. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
- I. Use only those cleaning materials and methods recommended by manufacturer of surface materials to be cleaned.
- J. Execute cleaning to ensure that the buildings, the sites, and adjacent properties are maintained free from accumulations of waste materials and rubbish and windblown debris, resulting from demolition operations.
- K. Provide on-site containers for collection of waste materials, debris and rubbish.
- L. Remove non-contaminated waste materials, debris and rubbish from the site periodically and dispose of at legal disposal dump site.
- M. Handle material in a controlled manner with as few handlings as possible. Do not drop or throw materials from heights.
- N. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not damage surrounding surfaces.

1.13 FIELD OFFICES

- A. The General Contractor is not required to provide or maintain temporary field offices.
- B. The General Contractor may provide a suitable field office on site for its own use. The location shall be at the discretion of the Owner.

1.14 SANITARY FACILITIES

- A. The General Contractor shall provide suitable toilet facilities for its staff, the Owner and the Engineer, and additional facilities for the workmen on the job, including personnel of Sub-contractors.
- C. Provide chemical toilets where work is in progress and in quantity required by OSHA Code.
- D. Chemical toilets and their maintenance shall meet requirements of state and local health regulations and ordinances and shall be subject to the approval of the Engineer.

1.15 WORK ZONE BARRIERS

- A. Proper work zone barriers shall be provided around the contract work areas and as directed by the Owner and Engineer.
- B. Demolition site barriers, at a minimum, shall consist of temporary chain link fencing, fence screening, gates, and temporary traffic control devices and signs as shown in the project Drawings. In addition, ribbons, tapes, wood barriers, warning signs, and other traffic materials to keep traffic and people from area of demolition and maintain ongoing operations. Trenches

should be covered at the end of each day and appropriate barriers shall be installed to limit public access to any trenches or excavations associated with the Project.

- C. Barriers shall be erected at such approved locations as are necessary, sufficiently cross-braced and supported adequately from floors and ceilings as required.

1.16 PARKING

- A. Limited parking facilities located at the site may be available for use by the General Contractor, subcontractors and their employees. Such parking areas shall be designated by the Owner and Engineer. The Owner and Engineer shall not be responsible for cars, trucks, equipment, etc. or their contents and the General Contractor and his Subcontractors and material suppliers will use the designated area with this understanding.

1.17 DEBRIS CONTROL AND REMOVAL

- A. Debris shall not be permitted to accumulate or migrate and the work shall at all times be kept satisfactorily clean. Facility trash receptors shall not be used for the disposal of debris. Dumpsters shall be provided by the General Contractor for removal of debris for all trades and activities including those performed by subcontractors.
- C. Remove debris from the work site and dispose of same at a New York State Department of Environmental Conservation (NYSDEC) permitted facility, as specified by the Owner. Obtain all approvals and permits necessary from the owner or officials in charge of the waste facility, as applicable. During the disposal process, copies of daily receipts from dump site shall be submitted on a regular basis.

Asbestos contaminated material will be disposed of at the OHSWA facility, 7044 Street, Route 294, Ava, New York. Note that the contractor is responsible for coordinating disposal at the landfill, and is aware of a 500 ton per day limit.

1.18 SAFETY PROTECTION

- A. At no time shall the work be left unattended without proper safety protection and shall not be left unprotected to the weather and accessible to the public. It is the responsibility of the General Contractor to maintain proper safety protection for the public while work is in progress or unattended.

1.19 VEHICLE AND EQUIPMENT PROTECTION

- A. All demolition activities shall be performed in such a manner so as not to dust, stain or damage any building elements, equipment, vehicles, etc. within general vicinity of the demolition work area. Any damage to these items shall be cleaned and repaired at the expense of the General Contractor.
 - 1. All vehicles and equipment on site shall be effectively disabled and secured when not in use.

1.20 SHORING AND BRACING

- A. Provide all temporary shoring and bracing as required for the proposed work. Comply with all applicable codes and standards. In particular, the Contractor is responsible for designing, providing, installing, and maintaining adequate shoring and bracing for the basement walls. The design should be approved by a structural engineer licensed in the State of Missouri. Plans which encompass all temporary shoring and bracing work shall be signed and sealed by the engineer and are to be filed with the Engineer prior to commencing the shoring work.

1.21 TEMPORARY FENCE

- A. A temporary fence currently surrounding the demolition site shall be maintained along the entire perimeter of the contract limit lines as indicated on the Drawings, and shall be kept in good repair at all times. Additional fencing, as indicated on the contract plans shall be provided and maintained by the Contractor. These fences shall be arranged to maintain ongoing operation's access and egress.
- B. Temporary fences shall be six feet high and constructed of chain link, or approved equal. Fencing shall be erected in a substantial manner, straight, plumb and true as approved by the Engineer.
- C. Gates shall be built into fence at such approved locations as shown on the Drawings and as necessary, well cross-braced and hung on heavy strap hinges with proper post and hook for double gates. Provide heavy hasps and padlocks for each gate. Provide a set of three keys for each lock to the Owner and the Engineer to facilitate emergency access.

1.22 SNOW AND ICE REMOVAL

- A. Contractor shall be responsible for snow and ice removal from the site. The parking area in the vicinity of the construction trailers and barricaded off from the construction site will be maintained by others.

END OF SECTION

SECTION 015726

DUST CONTROL & AIR MONITORING

1. GENERAL

1.1 SUMMARY

A. Section Includes:

1. Dust Control
2. Air Monitoring

B. Related Sections:

1. Section 02 41 19 – Demolition
2. Section 31 00 00 - Earthwork
3. Section 31 10 00 – Site Clearing
4. Section 31 25 00 - Erosion and Sedimentation Controls

1.2 REFERENCES

- A. NYDEC DER-10 Technical Guidance for Site Investigation and Remediation

1.3 DEFINITIONS

- A. "Dust" shall mean airborne particulate matter that is associated with or results from the Contractor's activities: Of particular concern is dust associated with the Contractor's excavation activities: truck traffic onto and off of the Site; loading and decontamination of transportation vehicles; demolition activities, on-site crushing operations, and wind traversing exposed stockpiled soil and debris.
- B. "Visible dust" shall mean dust that can be detected visibly, without instrumentation.
- C. "Measurable dust" shall mean dust that can be directly measured through real-time monitoring devices.
- D. "Dust Action Level" shall mean the real-time measurement of Measurable Dust at concentrations at or greater than 150 µg/m³.

1.4 SCOPE

- A. Contractor shall implement dust and vapor control techniques at all times during work to prevent the formation and migration of dust and vapors during demolition, crushing, excavation, and removal of debris and soil at the Site. At a minimum, the following dust and vapor specific techniques in areas of known or anticipated vapors will include:
 5. Thorough wetting of areas to be excavated for at least an hour before starting soil excavation, demolition, and loading activities.
 6. Providing and operating a sprinkler or mist system adjacent to demolition, excavation, crushing and soil loading activities and adjacent to each piece of operating equipment expected to generate dust.

7. Designating personnel with personnel with watering hoses or other watering equipment to supplement sprinkler misting control techniques.
8. Limiting rates of demolition, excavation, crushing operations to meet the standards of this Section.

1.5 SYSTEM DESCRIPTION

- A. Furnish, install, test, operate, monitor, and maintain dust control system.
- B. The Contractor shall develop an air monitoring program (AMP). The purpose of the AMP is to determine that the proper level of personnel protective equipment is used, to document that the level of worker protection is adequate.
- C. The Contractor shall supply all personnel, equipment, facilities, and supplies to develop and implement the air monitoring program described in this section. Equipment shall include at a minimum: an organic vapor analyzer, photoionizer, and real-time aerosol monitors, depending on work activities and environmental conditions.
- D. The Contractor's AMP shall include both real-time and documentation air monitoring (personal and area sampling as needed). The purpose of real-time monitoring will be to determine if an upgrade (or downgrade) of PPE is required while performing on-site work and to implement engineering controls, protocols, or emergency procedures if Contractor-established action levels are encountered.
- C. The Contractor shall also use documentation monitoring to ensure that adequate PPE is being used and to determine if engineering controls are mitigating the migration of contamination to off-site receptors. Documentation monitoring shall include the collection and analysis of samples for total nuisance dust.
- D. During the progress of active remedial work, the Contractor will monitor the quality of the air in and around each active hazardous operation with real-time instrumentation prior to personnel entering these areas. Sampling at the hazardous work site will be conducted on a continuous basis. Any departures from general background will be reported to the Safety Officer prior to entering the area. The Safety Officer will determine when and if operations should be shut down.
- E. Air monitoring equipment will be operated by personnel trained in the use of the specific equipment provided and will be under the control of the Safety Officer. A log of the location, time, type and value of each reading and/or sampling will be maintained. Copies of log sheets will be provided on a daily basis to the Engineer's on-site representative.
- F. All readings will be recorded and be available for Owner and/or Engineer personnel to review.

1.6 PERFORMANCE REQUIREMENTS

- A. The Contractor shall develop and implement a dust and vapor control plan. The Contractor shall execute work by methods to minimize the generation of dust from all construction activities. Fugitive dust control strategies shall prevent dust from exiting the work zone, prevent visible

emissions from exceeding air quality regulations, and prevent public nuisance and exposure to site contaminants.

- B. The Contractor will be issued a temporary Stop Work Order, with no cause for delay or damages, and will re-assess Site activities and dust control measures, if:
 - 1. Visible dust is observed beyond the limits of the site.
 - 2. If airborne action levels are exceeded at any time during soil remedial activities, as indicated by laboratory chemical specific analysis of perimeter samples until it is demonstrated that airborne action levels are achieved by the Contractor's upgraded control measures.
 - 3. At the discretion of the Owner or Engineer.
- C. The Contractor may make no claims for delays, no extension of contract time will be available, and no additional compensation will be paid due to the Contractor's failure to meet dust control requirements.
- D. The Contractor shall be responsible for the clean-up, remediation, and sampling of any off-site deposition of dust. The Contractor shall also be responsible for the cleaning of adjacent buildings, structures, windows and automobiles due to actions by the Contractor and his work. This cost shall be included in the general cost to perform the work.

1.7 PERMIT REQUIREMENTS

- A. The Contractor shall obtain all permits necessary to perform the work.

1.8 SUBMITTALS

- A. Section 01 33 00 - Submittal Requirements: Requirements for submittals.
- B. Product Data: Submit data for equipment/methods being Implemented:
- C. Field Reports: Test and monitoring reports

1.9 QUALITY ASSURANCE

- A. Comply with water disposal requirements of authorities having jurisdiction.

1.10 SEQUENCING

- A. Follow any sequencing requirements set forth in the General Conditions.
- B. Sequence work to obtain required permits before start of the work
- C. Sequence work to install dust control measures a minimum 7 days before testing and operating dust control systems.

1.11 COORDINATION

- A. Adhere to any coordination requirements set forth in the General Conditions.

2. EXECUTION

- A. To control the formation of dust during demolition and remediation activities, the Contractor shall:
 - 1. Keep vehicle speeds on the Site below 15 miles per hour.
 - 2. Mist or spray with water at least twice daily to prevent formation of dust while clearing the site, demolition activities, crushing activities, excavating, transferring and loading materials on-site, or loading or decontaminating transportation vehicles.
 - 3. Control excavation activities to minimize the generation of dust.
 - 4. Keep the drop heights to a minimum while loading transportation vehicles.
 - 4. Cover all trucks and transport vehicles hauling soil, concrete, and other loose materials or require all trucks and transport vehicles to maintain at least 2 feet of freeboard.
 - 5. Conform to Stockpile Management requirements set forth in the Contract Documents.
 - 6. Sweep daily, or more frequently as needed or as directed by the Engineer, with a street sweeper if visible soil material is carried onto public streets.
 - 7. In the event wind speeds exceeds 20 mph for more than 15 minutes causes visible dust, Contractor shall halt soil-moving activities until wind speeds decrease and no visible emissions are observed.

2.1 EXAMINATION

- A. Verify existing conditions before starting work, as applicable. Refer to General Conditions.

2.2 REAL TIME MONITORING

- A. Real-time air monitoring shall be conducted by the Contractor, as follows, using the following equipment:
 - 1. Organic vapor photoionizers or photoionization detectors (PIDs) shall be utilized. The Contractor shall provide one PID for each and every hazardous work zone operation. Total particulates shall be measured using a real-time aerosol monitor. The instrument shall be calibrated daily according to the procedure in the user's manual. The meter shall be capable of measuring dust concentrations down to 0.01 mg/m³.
 - 2. Real-time monitoring will be conducted at any excavation of contaminated soil or sediments and during demolition work.
 - 3. Real-time monitoring will also be conducted at perimeter locations including an upwind (background) and a downwind location from Work Zones. A background reading will be established daily at the beginning of the work shift. If the wind direction changes during the course of the day, a new background reading will be made. Downwind readings at the perimeter will be made when Contractor action levels have been exceeded at the excavation face or at a minimum of twice a day.
 - 4. If Contractor-established action levels are exceeded at the perimeter location for fugitive dust, work must be suspended and engineering controls must be implemented to bring concentrations back down to acceptable levels.

2.3 DOCUMENTATION MONITORING

- A. Documentation monitoring may be conducted by the Engineer at the perimeter of the (upwind and downwind) for total dust and volatiles. Documentation monitoring will be conducted during demolition, staging or removal activities.
- B. Documentation samples may be collected at established perimeter locations. The locations will be chosen according to site activities and expected wind direction. The perimeter locations will be established and marked with high visibility paint or flagging at approximately equidistant points around the site. Samples will be collected at a height of 6 feet above ground surface.
- C. Documentation samples may be collected at regularly scheduled intervals or at the initiation of a new phase of on-site work. Samples will be collected during the normal work hours when activities are occurring on site.

3. FIELD QUALITY CONTROL

- A. Refer to General Conditions.

END OF SECTION

SECTION 01 74 24
SITE RESTORATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Site Restoration Requirements for Disturbed Areas
 - 2. Site Restoration of Paved Areas

1.2 SUBMITTALS

- A. Submittal Section 01 33 00 – Submittal Requirements.
- B. CONTRACTOR shall submit photographs and existing site conditions survey to document the pre-construction conditions of the site to the satisfaction of the OWNER and ENGINEER. Upon request, CONTRACTOR shall submit additional documentation.
 - 1. CONTRACTOR shall be responsible for completing site restoration requirements.
- C. CONTRACTOR shall submit and obtain ENGINEER’S approval for all materials prior to start of restoration.
- D. Substantial completion notification and inspection request.
- E. Final completion certificate and inspection request.

1.3 PRODUCTS - Not Used

PART 2 EXECUTION

2.1 RESTORATION OF DISTURBED AREAS

- A. All excavated areas are to be restored per the Contract Drawings. Areas shall be brought to proper grade; topsoil and seeding are not required.
- B. CONTRACTOR shall repair any damage made to existing vegetated areas associated with the work. Vegetation shall be restored to existing conditions or as shown on the Contract Drawings and as approved by the ENGINEER. Seeding shall be conducted as specified in Section 32 92 19 – Seeding.
- C. The contractor will grade disturbed areas so that runoff does not leave the project site.

END OF SECTION

SECTION 022116

ENVIRONMENTAL HEALTH AND SAFETY

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Minimizing potential adverse environmental impacts associated with construction activity.
 - 2. Establishing protocols and providing procedures to protect workers' health and safety as it relates to the proposed construction activities when performed in the presence of Occupational Safety and Health Administration (OSHA) Hazardous Materials, regulated substances, or otherwise environmentally sensitive conditions.
 - 3. Compliance with all applicable OSHA regulations in accordance with federal, state, and local laws.
- B. Related Sections:
 - 1. Section 01 74 24 – Site Restoration
 - 2. Section 02 41 19 – Demolition
 - 3. Section 31 00 00 - Earthwork
 - 4. Section 31 10 00 – Site Clearing

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. The work to prepare and implement a health and safety plan will be paid for on a Lump Sum basis. Such cost shall reflect all environmental health and safety services, including that of subcontractors.
 - 1. The Contractor shall demonstrate to the Engineer monthly that a health and safety plan (HASP) has been kept current and is being implemented and the monthly cost will be certified for payment.
 - 2. Any month where a health and safety plan is found not to be current or is not being implemented, the monthly payment for the Environmental Health and Safety Item shall be deferred to the next monthly payment estimate. If a HASP is not current or being implemented for more than thirty calendar days, there will be no monthly payment.
 - 3. Failure of the Contractor to implement a HASP in accordance with this Specification shall result in the withholding of all Contract payments.

This work shall include all materials, tools, equipment and labor incidental to the completion of this item for the duration of the Project to maintain, revise, monitor and implement the HASP. Such costs include providing the services of the health and safety personnel, Contractor employee training, chemical protective clothing (CPC), personal protective equipment (PPE), disposal of PPE and CPC, medical surveillance, decontamination facilities, engineering controls, monitoring and all other health and safety protocols and procedures established to protect the health and safety for all on-site workers.
- B. The cost per month for the duration of the Project to implement the HASP and provide the services of the health and safety personnel.

The HASP shall interface with the Contractor's Safety and Health Program. Any portions of the Safety and Health Program that are referenced in the HASP shall be included as appendices to the HASP. Where the use of a specific topic is not applicable to the Project, the HASP shall include a statement to justify its omission or reduced level of detail and establish that adequate consideration was given the topic.

1. Elements:

a. Site Description and Contamination Characterization:

- b. Safety and Health Risk Analysis/Activity Hazard Analysis: The HASP shall address the safety and health hazards on this site for every operation to be performed. The Contractor shall review existing records and data to identify potential chemical and physical hazards associated with the site and shall evaluate their impact on field operations. Sources, concentrations (if known), potential exposure pathways, and other factors. The Contractor shall develop and justify action levels for implementation of engineering controls and personal protective equipment upgrades and downgrades for controlling worker exposure to the identified hazards. If there is no permissible exposure limit (PEL) or published exposure level for an identified hazard, available information from other published studies may be used as guidance. Any modification of an established PEL must be fully documented.

The HASP shall include a comprehensive section that discusses the tasks and objectives of the site operations and logistics and resources required to complete each task. The hazards associated with each task shall be identified. Hazard prevention techniques, procedures and/or equipment shall be identified to mitigate each of the hazards identified.

- c. Staff Organization, Qualifications and Responsibilities: The HASP shall include a list of personnel expected to be engaged in site activities and certify that said personnel have completed the educational requirements and are currently monitored under a medical surveillance program in compliance with those regulations, and that they are fit for work under "level C" conditions.

The Contractor shall assign responsibilities for safety activities and procedures. An outline or flow chart of the safety chain of command shall be provided in the HASP. Qualifications, including education, experience, certifications, and training in safety and health for all personnel engaged in safety and health functions shall be documented in the HASP. Specific duties of each on-site team member should be identified. Typical team members include but are not limited to Team Leader, Scientific Advisor, Site Safety Officer, Public Information Officer, Security Officer, Record Keeper, Financial Officer, Field Team Leader, and Field Team members.

The HASP shall also include the name and qualifications of the individual proposed to serve as Health and Safety Officer (HSO). The HSO shall have full authority to carry out and ensure compliance with the HASP. The Contractor shall provide a competent HSO on-site who is capable of identifying existing and potential hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees and who has authorization to take prompt corrective measures to eliminate or control them.

The HSO have working experience with the regulated compounds that have been documented to exist within Project limits; a working knowledge of Federal and State safety regulations; specialized training or documented experience (one year minimum) in personal and respiratory protective equipment program implementation; the proper use of air monitoring instruments, air sampling methods and procedures; and certification training in first aid and CPR by a recognized, approved organization such as the American Red Cross.

The primary duties of the HSO shall be those associated with worker health and safety. The Contractor's HSO responsibilities shall be detailed in the written HASP and shall include, but not be limited to the following:

- a. Directing and implementing the HASP.
- b. Ensuring that all Project personnel have been adequately trained in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury. All personnel shall be adequately trained in procedures outlined in the Contractor's written HASP.
- c. Authorizing Stop Work Orders, which shall be executed upon the determination of an imminent health and safety concern.
- d. Contacting the Contractor's HSM and the Engineer immediately upon the issuance of a Stop Work order when the HSO has made the determination of an imminent health and safety concern.
- e. Authorizing work to resume, upon approval from the Contractor's HSM.
- f. Directing activities, as defined in the Contractor's written HASP, during emergency situations; and
- g. Providing personal monitoring where applicable, and as identified in the HASP.

1.3 DEFINITIONS

- A. Section not used.

1.4 ACCIDENT PREVENTION MEASURE

- A. Preventative measures shall be taken to avoid spillage of petroleum products and other pollutants. The Contractor shall maintain contingency action plans for prompt remedial action in the event such spillage should occur. Any spills by the Contractor requiring prompt remediation shall be at the cost of the Contractor.
- B. Every reasonable precaution shall be taken to prevent the possibility of accidentally starting fires. Construction programs shall include fire prevention planning, training of personnel in fire fighting, and a fire prevention inspection program.

1.5 SUMMARY

- A. The provisions of worker health and safety protocols that address potential and/or actual risk of exposure to site-specific hazards posed to the Contractor's employees and/or Subcontractor(s) **is solely the responsibility of the Contractor.**
- B. The areas where contaminants may pose a risk to worker health and safety include, but are not limited to:

1. Demolition of site structures.
2. Processing of demolition debris.
3. Excavation of contaminated building materials in accordance with site plans.
4. Handling and disposal of hazardous materials and contaminated site materials.
5. Shoring installation and removal.

1.6 SUBMITTALS

Not Applicable

PART 2 PRODUCTS

2.1 MATERIALS

- A. Materials used for maintenance and protection of the environment shall conform to the material requirements set forth in the relevant sections of the specifications (i.e. fill, topsoil, seeding, etc.). Unspecified materials shall be provided as selected by the Contractor, subject to the approval of the Owner's Representative.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions prior to Work. Notify Owner upon discovery of any unanticipated conditions.
- B. Cooperate with Engineer's directions to explore existing conditions to verify location, extent, and depth of contaminated soil which needs to be handled in accordance with the Remediation Plan for this site.

3.2 PERFORMANCE

- A. The Contractor shall implement all reasonable measures, including but not limited to, details outlined herein or shown on the drawings, to ensure minimum damage to the environment during construction and for the long term.
- B. Vegetation adjacent to or outside of access roads, rights-of-way, or cleared construction shall not be damaged.
- C. The Contractor shall be required to protect and preserve existing trees and shrubs in areas designated on the drawings or as otherwise directed by the Owner's Representative. Should any replacement of trees or shrubs be deemed necessary by the Owner's Representative, their number and type shall be shown by the Contractor on a Record Drawing.
- D. All materials to be removed from the site shall be disposed of legally and properly, off-site. Disposal of spoil material shall not be in any flood plain, wetland, or sensitive environmental area.

- E. All abandoned or useless objects including buildings, equipment, supplies, personal property, rubbish, (including those present prior to construction activities) shall be removed from the site in the manner described in the relevant sections of the Specifications.
- F. Temporary structures and storage areas shall not be located in critical environmental areas. Where areas must be cleared for storage of materials or temporary structures, provisions shall be made for regulating drainage and controlling erosion.

3.3 HEALTH AND SAFETY PLAN

- A. The Contractor shall be responsible for the preparation of a written HASP which addresses the relative risk of exposure to documented hazards present within the limits of the project site. The HASP shall establish health and safety protocols which address the relative risks of exposure to regulated substances in accordance with 29 CFR 1910.120 and 29 CFR 1926.65. Such protocols shall only address those concerns directly related to site conditions. No physical aspects of the work shall begin until a HASP is submitted and accepted by the Engineer.
- B. The HASP shall be developed by a qualified person designated by the Contractor as the Health and Safety Manager (HSM). The HSM shall have review and acceptance authority over the HASP. The Contractor may use standard operating procedures for all or portions of the HASP, except as noted below.
- C. The HASP, maintained on site by the Contractor, shall be kept current with construction activities and actual site conditions. All elements listed below shall be addressed in the HASP.
 - 1. Implementation schedule for HASP elements
 - 2. The assignment of a qualified Health and Safety Manager (HSM)
 - 3. The assignment of a qualified Health and Safety Officer (HSO)
 - 4. Health and safety personnel requirements, responsibilities, and authorities
 - 5. Relevant site information defining areas of environmental concerns
 - 6. Hazard assessment of general site conditions, and hazard assessment of individual areas of environmental concern
 - 7. Personal protection equipment (PPE) and chemical protective clothing (CPC)
 - 8. Medical considerations/Medical Surveillance Program
 - 9. Monitoring procedures and exposure action levels
 - 10. Procedures for upgrading or downgrading CPC/PPE
 - 11. Operational health and safety requirements
 - 12. Personnel and equipment decontamination and disposal procedures
 - 13. Contingency planning for emergency response procedures
 - 14. Work zone site controls for areas of environmental concern
 - 15. Engineering controls
 - 16. Equipment support
 - 17. HASP revision, review, approval, and coordination procedures
 - 18. Signature page for all on-site workers subject to the HASP
- D. The HASP shall be recognized as a flexible document which shall be subject to revisions and amendments, as required, in response to actual site conditions, changes in work methods, and/or alterations in the relative risks present.

- E. The Contractor shall provide a competent HSO on site as identified in the HASP, who is capable of identifying existing and potential hazards at the project site or working conditions which are unsanitary, hazardous, or dangerous to employees and who has authorization as identified in the HASP to take prompt corrective measures to eliminate or control them. The HSO shall have a minimum of one year of working experience at hazardous waste sites and a working knowledge of federal and state safety regulations.
- F. The Contractor's HSO responsibilities shall be detailed in the written HASP and shall include, but not be limited to, the following:
 - 1. Directing and implementing the HASP.
 - 2. Ensuring that all project personnel have been adequately trained in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury. All personnel shall be adequately trained in procedures outlined in the Contractor's written HASP.
 - 3. Authorizing Stop Work Orders which shall be executed upon the determination of an imminent health and safety concern.
 - 4. Contacting the Contractor's safety management personnel and the Engineer immediately upon the issuance of a Stop Work Order when the HSO has made the determination of an imminent health and safety concern.
 - 5. Authorizing work to resume upon approval from the Contractor's safety management personnel.
 - 6. Directing activities, as defined in the Contractor's written HASP, during emergency situations.
 - 7. Providing monitoring as identified in the HASP.
- G. The Contractor must provide CPC and PPE as stipulated in the Contractor's HASP during the performance of work in an area identified as potentially posing a risk to worker health and safety for workers employed by the Contractor and Subcontractors.
- H. The Contractor shall inform all on-site workers and subcontractors of all site safety rules, known or potential hazards, and emergency response procedures.
- I. All construction-related activities performed by the Contractor within the areas where site conditions may pose a risk to worker health and safety and/or the environment, shall be performed in conformance with Title 29 of the Code of Federal Regulations, Part 1926 (29 CFR 1926), Safety and Health Regulations for Construction and 29 CFR 1910, Safety and Health Regulations for General Industry. Conformance to Hazardous Waste Operations and Emergency Response (HAZWOPER) Protocols may also be required, where appropriate.
- J. The Contractor shall be responsible for the implementation of the HASP throughout the performance of work. In work locations and areas identified as having a potential risk to worker health and safety, the Contractor shall be prepared to immediately implement the appropriate health and safety measures, including but not limited to the use of engineering controls, personal protection equipment and site work zone controls. **The Contractor shall be responsible for the health and safety of all on-site workers throughout the duration of the work.**

END OF SECTION

SECTION 02 41 19

DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Removal of all items marked for removal on the Contract Drawings.
2. Removal of debris.

1.2 RELATED SECTIONS

A. Section 31 25 00 Erosion and Sedimentation Controls

1.3 SUBMITTALS

A. Submittal Section 01 33 00 – Submittal Requirements.

B. Shop Drawings (as required):

1. Indicate demolition and removal sequence.
2. Indicate location of items designated for reuse.
3. Indicate location and construction of temporary work.

C. Demolition Report

1. Types and quantities of debris removed and handling activities to point of disposal.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 PREPARATION

A. Verify existing conditions before starting work.

B. Request underground utilities to be located and marked within the construction area prior to completing demolition. Utilize subcontract private utility locate specialists as required to identify and map utilities known or discovered that intersect work areas.

C. Locate, identify, and protect utilities from damage unless Contract Drawings indicate otherwise or ENGINEER approved their removal.

D. Identify temporary stockpile areas for placing removed materials.

E. Notify affected utility companies before starting work and comply with their requirements.

F. Mark location and termination of utilities.

3.2 CONSTRUCTION REQUIREMENTS

- A. The CONTRACTOR shall perform all demolition activities in accordance with Federal, State, and local standards.
- B. Demolition work shall not begin in any portion of the site until all known utilities have been staked and verified by the CONTRACTOR . The CONTRACTOR is responsible for the damage resulting from known utilities that are improperly verified, abandoned, and demolished.
- C. Completely demolish and remove portions of structures as defined on the Contract Documents, including all appurtenances related or connected thereto, necessary to accommodate new construction.
- D. All known utilities to be abandoned or removed have been shown on the Contract Drawings or as directed. Any remaining portion of the existing utility shall be plugged with concrete.
- E. Debris removed from the project site, including equipment, concrete, metals, or other demolished materials shall become property of CONTRACTOR and shall be disposed of by CONTRACTOR, in accordance with all applicable laws and regulations.
- F. Explosives and Blasting are NOT permitted in performance of demolition work.

3.3 PROTECTION

- A. Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; to minimize riverbank slope or shoreline instability with removal; and to provide free passage to and from such adjacent areas of structures. Protect existing building components, equipment, and site work from damage except for those portions of the existing facility that are required to be demolished.
- B. Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.
- C. The CONTRACTOR shall adhere to all Federal, State, and Local requirements for confined space entry and perform applicable work accordingly.
- D. Prevent spread of flying particles and dust. Rubbish and debris shall be sprinkled with water to keep dust to a minimum, as well as comply NYSDOL and NESHAPs requirements.
- E. Do not use water to the extent it causes flooding, contaminated runoff, or icing.
- F. Break concrete or asphalt into less than 3 feet in any dimension.
- G. Protect trees not shown to be removed on the Contract Drawings, unless approved otherwise by the Owner.
- H. Concrete bulkhead ends of abandoned piping and conduit as shown on the Contract Drawings or as directed.
- I. All Federal, State, and Local fire and safety regulations shall be observed in performance of

work and include the following:

1. Whenever a cutting torch or other equipment that might cause a fire is used, provide and maintain combination fire extinguishers (Class A, B, and C) within 35 feet ready for immediate use. All possible users shall be instructed in use of fire extinguishers.
 2. Hydrants shall be accessible at all times. No debris shall be permitted to accumulate within a radius of 15 feet of fire hydrants.
- J. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials onsite.
- K. Remove materials as work progresses. Upon completion of work, leave areas in clean and restored condition.
- L. Remove temporary work.

3.4 CLEAN-UP

- A. Remove spilled material from Project Site.
- B. CONTRACTOR will be fully responsible for cleanup of any waste generated on-site due to equipment leakage, fuel spills, or any other release of waste of any kind. The CONTRACTOR will be fully responsible for time and costs associated with appropriate cleanup in accordance with any and all applicable regulations and will be responsible for any associated reporting required by any entity or agency.
- C. Upon completion of work of this Specification Section and after removal of all debris, the site shall be left in a condition satisfactory to the ENGINEER. Cleanup shall include disposal offsite of all items and materials not required to perform the remainder of the work, which includes all demolition debris, miscellaneous debris, rubbish, other solid waste, resulting from demolition operations.

END OF SECTION

SECTION 02 51 00

DECONTAMINATION PROCEDURES

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Decontamination of equipment, vehicles, tools and personnel that have or are suspected to have contacted impacted materials shall be performed. Decontamination equipment shall include tools and equipment capable to properly perform dry decontamination of all equipment, vehicles, tools and personnel prior to leaving the site.

PART 2 PRODUCTS

2.1 EQUIPMENT

- A. Tools and equipment capable to properly perform dry decontamination.

PART 3 EXECUTION

3.1 CONTRACTOR'S RESPONSIBILITY

- A. The CONTRACTOR shall be responsible for installing decontamination equipment and for maintaining the equipment in safe and working condition.

3.2 DECONTAMINATION

- A. The CONTRACTOR shall perform decontamination activities that are described above prior to traversing areas not specifically designated as impacted areas, prior to handling clean soils, and prior to departure from the site.
- B. Trucks and equipment transporting impacted shall be loaded in a manner that prevents contact with materials outside of the secured bed of the truck. This includes the use of plastic sheeting or equivalent materials to prevent spilled soils from contacting the sides of the truck and the use of a clean physical barrier (plastic sheeting, etc.) to prevent truck tires from traveling directly on impacted materials. Trucks and equipment that comes into contact with impacted materials outside of the secured bed shall be decontaminated prior to leaving the site in accordance with this Section.
- C. All equipment used within the limits of the impacted material by the CONTRACTOR shall be decontaminated prior to demobilizing from the Site.
- D. Decontamination shall, at a minimum, consist of:
 - 1. Brushing/cleaning the equipment to removal of all visible material.
 - 2. Storing the equipment following decontamination in a manner such that the equipment does not get re-contaminated.
- E. Contractor shall comply with NYSDOL ICR56 and the Site Specific Variance regarding decontamination procedures.

3.3 CLEAN-UP

- A. Following completion of decontamination activities, CONTRACTOR shall remove and properly dispose of all decontamination materials.

END OF SECTION

SECTION 02 80 03
DISPOSAL OF NON-HAZARDOUS INDUSTRIAL COMMERCIAL WASTE

PART 1 GENERAL

1.01 REFERENCES

- A. 6 NYCRR - New York State Codes, Rules, and Regulations.

1.02 DESCRIPTION

- A. Remove and dispose of asbestos debris from the structure in conformance with Industrial Code Rule 56, NYSDEC and Federal regulations.
- B. Concrete, block, masonry, metal, and other materials that can be segregated and decontaminated of asbestos and cleared by the DOL Licensed Project Monitor will be transported, recycled or disposed of in accordance with local, state and federal regulations, including but not limited to 6 NYCRR Part 360.
- C. Contractor shall make efforts to segregate universal wastes and wastes prohibited by the Oneida-Herkimer Solid Waste Authority and arrange for proper disposal of such wastes. Packaging of Universal Hazardous Waste shall be in sturdy cardboard containers, in sealed steel drums, or other suitable containers.
- D. Weight tickets and disposal locations and facilities shall be provided to the Owner for all materials leaving the site.
- E. The Owner shall be advised of the intended reuse or disposal of all materials generated and transported off site prior to removal.

1.03 SUBMITTALS

- A. Quality Control Submittals:
 - 1. Detailed list of the codes, rules and regulations which are understood to govern the Work. This list must cite specific title, chapter, and section of the citation.
 - 2. Listing of licenses or permits issued by government agencies authorizing the handling of the waste by the qualified Company, transporter, and operator of the disposal facility.
 - 3. Detailed step by step procedure indicating how the Work is to be accomplished. Procedure shall also include information for off-site Work, such as:
 - a. Method of disposal.
 - b. Owner and operator of the disposal facility.
 - c. Location of the disposal facility.
 - d. Method of transporting to the disposal facility.
 - 4. Qualified Company Data:
 - a. Name, address, and telephone number.
 - b. Brochure explaining services offered.
 - c. Experience directly applicable to the required services.
 - d. Type and listing of equipment proposed to be used for the Work.

1.04 QUALITY ASSURANCE

- A. Qualified Company: The Work shall be performed by a qualified Company having at least 3 years' experience directly applicable to the services required.
- B. Pre-Work Conference: Before the Work of this Section is scheduled to commence, a conference will be held by the Owner's Representative at the Site for the purpose of reviewing the Contract Documents, discussing requirements for the Work, and reviewing the Work procedures.

1.05 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Comply with all applicable governmental agency codes, rules, and regulations for handling non-hazardous industrial, commercial and non-industrial waste.

PART 2 PRODUCTS

2.01 MATERIALS FOR USE DURING DISPOSAL PROCEDURE

- A. Furnish materials which meet all applicable governmental agency codes, rules and regulations.

PART 3 EXECUTION

3.01 PERFORMANCE

- A. Remove, and dispose of the materials in accordance with all applicable governmental agency codes, rules, and regulations.

END OF SECTION

SECTION 02 82 13
ASBESTOS ABATEMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The purpose of the proposed project is for the demolition of one structure at 7456 East Street, Newport, New York which has been condemned and is contaminated with friable asbestos containing material. Demolition of the structure will be completed with asbestos in place and include the removal of building walls, floors, roofs and other components to the slab at grade, which is to be protected. All materials, excepting those that can be segregated, and decontaminated (masonry, metal, etc.) will be disposed of as asbestos contaminated debris under a separate contract.
- B. Quantities listed herein and on the Contract Drawings are approximate. The contractor shall field verify all locations and quantities. Any discrepancies shall be brought to the Engineer's attention prior to bidding.
- C. The Contractor shall be aware of all conditions of the Project and is responsible for verifying quantities and locations of all Work to be performed. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the Work.
- D. All Work shall be performed in strict accordance with the Contract 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.

1.02 SPECIAL JOB CONDITIONS

- A. The Contractor shall comply with the Project Specific Variance Petition for Controlled Demolition of Abandoned Structures (included in the Contract Documents as GC-5).
- B. Any air sampling necessary to meet the contractor's employee OSHA requirements will be the responsibility of the Asbestos Contractor.

1.03 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 Industrial Code Rule 56 (herein referred to as Code Rule 56), 40 CFR 61, 29 CFR 1926, and 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 any persons employed by the Contractor to engage in or supervise Work on any asbestos Project have a valid NYS asbestos handling certificate pursuant to Code Rule 56.
- E. Failure to adhere to the Project Documents shall constitute a breach of the Contract and the Owner shall have the right to and may terminate the Contract provided, however, the failure of the Owner to so terminate shall not relieve the Contractor from future compliance.
- F. The contractor shall be responsible for any wastewater permits required to perform his work under this contract. Any cost associated with wastewater permits shall be included in his Bid.
- G. The contractor shall be responsible for any Local, City and/or State building permits required to perform his work. Any cost associated with building permits shall be included in his Bid.

1.04 SUBMITTALS

- A. Pre-Work Submittals: Within 7 days prior to the pre-construction conference, the Contractor shall submit an electronic pdf format copy of the documents listed below for review and approval prior to the commencement of asbestos abatement activities:
 - 1. Contractor license issued by New York State Department of Labor.
 - 2. Project Notifications: As required by Federal and State regulatory agencies together with proof of transmittal (i.e. certified mail return receipt).
 - 3. Building Occupant Notification: As required by regulatory agencies.
 - 4. Disposal Site/Landfill Permit from applicable regulatory agency (included in the Contract Documents as GC-6).
 - 5. 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 15 days of project completion, the Contractor shall submit an electronic pdf format copy of the documents listed below for review and approval prior to the Contractor's final payment.
 - 1. OSHA compliance air monitoring records conducted during the Work.
 - 2. Daily progress log, including the entry/exit log.
 - 3. A list of all Workers used in the performance of the Project, including name, NYS DOL certification number and type of certification (i.e. supervisor,

- asbestos handler, etc.).
- 4. A copy of all waste tickets.
- D. Fully executed/signed **Originals** of all waste disposal manifests shall be submitted as per applicable State and Federal Regulations and time frame requirements.

1.05 PRE-BID MEETING

- A. Bidders shall attend a mandatory pre-bid meeting. Bidding Contractors will be notified in advance of the meeting.
- B. Contractors shall familiarize themselves with the Contract Documents prior to attending the conference.

1.06 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).
 - 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
 - 5. ASTM Standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects."

1.07 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 Code Rule 56.

1.08 PROJECT MONITORING AND AIR SAMPLING

- A. The Owner shall engage the services of an Environmental Consultant (the Consultant) who shall provide Project Monitoring and Air Sampling for the project.
- B. The Contractor is required to ensure cooperation of its personnel with the Consultant for the air sampling and Project monitoring functions described in this section. The Contractor shall comply with all direction given by the Consultant during the course of the Project.
- C. The Consultant shall provide the following administrative services:
1. Review and approve or disapprove all onsite submittals as required by section 3.01.
- D. The Consultant shall staff the Project with a trained and certified person(s). This individual shall be designated as the Asbestos Project Monitor (APM).
1. The APM shall be on-site at all times the Contractor is on-site. The Contractor shall not be permitted to conduct any Work unless the APM is on-site (except for inspection of barriers and negative air system during non-

- working days).
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 .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 and the Owner's requirements. Sampling will include background, work area preparation, asbestos handling, and final cleaning and clearance air 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's Representative.
 - e. Monitor, verify, and document all waste load-out operations. Verify that the Contractor is performing personal air monitoring daily, and that results are being returned and posted at the site as required.

The APM shall maintain a log on site that documents all project related and 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-Abatement 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 In-Progress 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 removal 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. Visual Clearance Inspection: The purpose of this inspection is to verify that: all materials in the scope of work have been properly

removed; no visible asbestos debris/residue remains; no pools of liquid or condensation remains; and all required cleanings are complete. This inspection shall be conducted before final air clearance testing.

- e. 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 isolation and critical barriers and equipment from the Work Area.

- E. The Consultant shall provide abatement Project air sampling and analysis as required by applicable regulations (New York State and/or AHERA). Sampling will include background, work area preparation, asbestos handling, and final cleaning and clearance air sampling.
 - 1. Unless otherwise directed by the Owner, the Consultant shall have samples analyzed by Phase Contrast Microscopy (PCM). If TEM clearance is required by the Owner, AHERA protocols/methodology shall be followed.
 - 2. Samples shall be collected as required by applicable regulations (New York State and/or AHERA) and these specifications. If Transmission Electron Microscopy (TEM) clearance air sampling is utilized by the owner, the clearance criteria and sampling protocols must be in compliance with AHERA. If PCM air sample analysis results exceed the satisfactory clearance criteria, then TEM analysis of the entire set of clearance air samples may be used, provided that a standard NIOSH/ELAP accepted laboratory analysis method is utilized that shall report each air sample result in fibers per cubic centimeter.
 - 3. If the air sampling during any phase of the abatement project reveals airborne fiber levels at or above .01 fibers/cc or the established background level, whichever is greater, outside the regulated Work Area, Work shall stop immediately, and corrective measures required by Code Rule 56 shall be initiated. Notify all employers and occupants in adjacent areas. The Contractor shall bear the burden of any and all costs incurred by this delay.
 - 4. The Environmental Consultant shall submit copies of all elevated air sampling results collected during abatement and all final air clearance results to the Commissioner of Labor.
 - 5. The APM will complete air and project monitoring in accordance with the NYSDOL Site Specific Variance.

1.09 CONTRACTOR AIR SAMPLING

- A. In addition to the requirements of OSHA 1926.1101, the Contractor shall be required to perform personal air monitoring every Work shift in each Work Area during which abatement activities occur in order to determine that appropriate respiratory protection is being worn and utilized.
- B. The Contractor shall conduct air sampling that is representative of both the 8-hour time weighted average and 30-minute short-term exposures to indicate compliance with the permissible exposure and excursion limits.
- C. The Contractor's laboratory analysis of air samples shall be conducted by an NYS

DOH ELAP approved laboratory, subject to approval of the Owner's Representative.

- D. Results of personnel air sample analyses shall be available, verbally, within twenty-four (24) hours of sampling and shall be posted upon receipt. Written laboratory reports shall be delivered and posted at the Work site within five (5) days. Failure to comply with these requirements may result in all work being stopped until compliance is achieved.

1.10 PROJECT SUPERVISOR

- A. The Contractor shall designate a full-time Project Supervisor who shall meet the following qualifications:
 - 1. The Project Supervisor shall hold New York State certification as an Asbestos Supervisor.
 - 2. The Project Supervisor shall meet the requirements of a "Competent Person" as defined by OSHA 1926.1101 and shall have a minimum of one year experience as a supervisor.
 - 3. The Project Supervisor must be able to read and write English fluently, as well as communicate in the primary language of the Workers.
- B. If the Project Supervisor is not on-site at any time whatsoever, all Work shall be stopped. The Project Supervisor shall remain on-site until the Project is complete. The Project Supervisor cannot be removed from the Project without the written consent of the Owner. The Project Supervisor shall be removed from the Project if so, requested by the Owner.
- C. The Project Supervisor shall maintain the bound Daily Project Log that also includes the entry/exit logs as required by New York State Department of Labor and section 2.03 of the specifications and the Waste Disposal Log required by section 4.04 of the specifications.
- D. The Project Supervisor shall be responsible for the performance of the Work and shall represent the Contractor in all respects at the Project site. The Supervisor shall be the primary point of contact for the Asbestos Project Monitor.

1.11 MEDICAL REQUIREMENTS

- A. Before exposure to airborne asbestos fibers, provide Workers with a comprehensive medical examination as required by 29 CFR 1910.1001, and 29 CFR 1926.1101.
 - 1. This examination is not required if adequate records show the employee has been examined as required by 29 CFR 1910.1001, and 29 CFR 1926.1101 within the past year.
 - 2. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos fibers and within thirty (30) calendar days before or after the termination of employment in such occupations.
 - 3. Medical Examination records shall be maintained on site for each employee.

1.12 TRAINING

- A. As required by applicable regulations, prior to assignment to asbestos Work instruct each employee with regard to the hazards of asbestos, safety and health precautions,

and the use and requirements of protective clothing and equipment.

- B. Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134, and 29 CFR 1926.1101. Provide respirator training and fit testing.
- C. An onsite "tool box talk" is mandatory for all Contractor field personnel before the asbestos removal can begin. This talk will review Amphenol Aerospace practices and procedures pertaining to asbestos control. Workers not complying with these specifications or Amphenol Aerospace practices and procedures will be asked to leave the job.

1.13 RESPIRATORY PROTECTION

- A. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), and the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.
- B. 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.
- C. Where fiber levels permit, and in compliance with regulatory requirements, Powered Air Purifying Respirators (PAPR) are the minimum allowable respiratory protection permitted to be utilized during gross removal operations of OSHA Class I or OSHA Class II friable ACM.
- D. No respirators shall be issued to personnel without such personnel participating in a respirator training program.
- E. 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.
- F. 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.
- 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 during the decontamination process. Filters shall not 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 not be permitted to return.
- J. The Contractor shall have at least two (2) Powered Air Purifying Respirators stored

on site designated for authorized visitors use. Appropriate respirator filters for authorized visitors shall be made available by the Contractor.

1.14 DELIVERY AND STORAGE

- A. Deliver all materials to the job site in original packages with containers bearing manufacturer's name and label. Coordinate storage locations with the owners representative.
- 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.
 - 2. Protect materials from unintended contamination and theft.
 - 3. Storage areas shall be kept clean and organized.
- C. Remove damaged or deteriorated materials from the job site. Materials contaminated with asbestos shall be disposed of as asbestos debris as herein specified.

1.15 TEMPORARY UTILITIES

- A. Temporary shutdown of HVAC and lock out of electric power to abatement work areas shall be the responsibility of the contractor and shall be coordinated with the owner. If electrical circuits, machinery and other electrical systems in or passing through a given regulated abatement work area must stay in operation, the contractor shall isolate/seal the live electric as per the requirements of 12 NYCRR Part 56 Subpart 56-7.7.
- B. The Owner will provide a tie-in location to building power for the Contractor's GFCI electric panel for project power. All temporary power to the work areas shall be brought in from outside the work area through a ground-fault circuit interrupter at the source. The contractor will be responsible for all temporary power (including the power required by the owner's representative for air sampling equipment). All operations associated with electrical service work (i.e. lockout, temporary power hook-up, etc.) shall be performed by a licensed electrician.
- 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. 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

2.01 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.

2.02 SIGNS AND LABELS

- A. Provide warning signs and barrier tapes at all approaches to asbestos Work Areas. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area.
 - 1. Provide danger signs in vertical format conforming to 29 CFR 1926.1101, minimum 20" x 14" displaying the following legend.

DANGER
ASBESTOS CANCER AND LUNG DISEASE
HAZARD AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING
ARE REQUIRED IN THIS AREA

- 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' AFF.
- 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
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

- 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

2.03 DAILY PROJECT LOG

- A. Provide a Daily Project Log. The log shall contain on title page the Project name, name, address and phone number of Owner; name, address and phone number of Owner's Representative; 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 and all other New York State Department of Labor requirements.
- 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, social security number, and time.
- D. The Project Supervisor shall document all Work performed daily and note all inspections required by Code Rule 56, i.e. testing and inspection of barriers and enclosures.

2.04 SCAFFOLDING AND LADDERS

- A. Provide all scaffolding and/or staging as necessary to accomplish the Work of this Contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding and ladders shall comply with all applicable OSHA construction industry standards.
- B. Provide scaffolding and ladders as required by the Environmental Consultant for the purposes of performing required inspections.

2.05 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. Other, subject to approval by Engineer.

2.06 ENCAPSULANT

- A. Encapsulant shall be tinted or pigmented so that application when dry is readily discernible.

2.07 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, plastic, 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 in accordance with 40 CFR Part 61 NESHAPS and Code Rule 56. When the bags/containers are moved to the lockable hardtop dumpster from the waste decontamination system washroom, the bags must also be appropriately labeled with the date they are moved on the bag/container in waterproof markings.
- 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.

2.08 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.
- B. Provide tools and specialized equipment including scraping nozzles with integral vacuum hoods connected to a HEPA vacuum with flexible hose.

2.09 POWER TOOLS

- A. Any power tools used to drill, cut into, or otherwise disturb asbestos material shall be manufacturer equipped with HEPA filtered local exhaust ventilation.

2.10 POLYETHYLENE SHEETING

- A. All polyethylene (plastic) sheeting used on the Project (including but not limited to sheeting used for critical and isolation barriers, fixed objects, walls, floors, ceilings, waste container) shall be at least 6 mil fire retardant sheeting.
- B. Decontamination enclosure systems shall utilize at least 6 mil opaque fire retardant plastic sheeting. At least 2 layers of 6 mil reinforced fire retardant plastic sheeting shall be used for the flooring.

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Should visible emissions or water leaks be observed outside the Work Area, immediately stop Work and institute emergency procedures per Code Rule 56. Should there be elevated fiber levels outside the Work Area, immediately stop Work, institute emergency procedures per Code Rule 56, and notify all employers and occupants in adjacent areas. 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, and NYS DOL certificates shall be on site prior to admittance of any Contractor's employees to the asbestos Work Area.
- C. The following submittals, documentation, and postings shall be maintained on-site by the Contractor during abatement activities at a location approved by the Abatement Project Monitor:
 - 1. Contractor license issued by New York State Department of Labor.
 - 2. Certification, Worker Training, Medical Surveillance:
 - 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 and applicable.) 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. Magnahelic manometer semi-annual calibration certification.
 - 13. Daily Project Log.

- D. The following documentation shall be maintained on-site by the Abatement Project Monitor during abatement activities:
 - 1. Contractor license issued by New York State Department of Labor.
 - 2. Air Sample Log.
 - 3. Air sample results.
 - 4. Project Monitor Daily Log
 - 5. Asbestos Survey Report.
 - 6. A copy of ASTM Standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects."
- E. The Work Area must be vacated by building occupants prior to decontamination enclosure construction and Work Area preparation.
- F. All demolition necessary to access asbestos containing materials for removal must be conducted within negative pressure enclosures by licensed asbestos handlers. Demolition debris may be disposed of as construction and demolition debris provided the Abatement Project Monitor determines that it is not contaminated with asbestos and there has been no disturbance of ACM within the enclosure. If the demolition debris is determined to be contaminated or ACM has been disturbed, it must be disposed of as asbestos waste.

3.02 PERSONNEL DECONTAMINATION ENCLOSURE

- A. Provide a personnel decontamination enclosure system. The system shall be contiguous to the Work Area unless the use of a remote unit is permitted by Code Rule 56 or a Site Specific Variance. The decontamination enclosure shall not be located within the work area unless isolation barriers are installed. If the decontamination unit is accessible to the public it shall be fully framed and sheathed to prevent unauthorized entry.
- B. For attached Unit, access to the Work Area will be from the clean room through an air-lock to the shower and through an air lock to the equipment room. Each airlock shall be a minimum of three feet from door to door. Additional air locks shall be provided as required by Code Rule 56 for remote decontamination enclosures.
- C. The decontamination enclosure ceiling and walls shall be covered with one layer of opaque 6 mil polyethylene sheeting. Two layers of reinforced polyethylene sheeting shall be used to cover the floor.
- D. The entrance to the clean room shall have a lockable door. Provide suitable lockers for storage of Worker's street clothes. Storage for respirators along with replacement filters and disposable towels shall also be provided.
- E. Provide a temporary shower with individual hot and cold water supplies and faucets. Provide a sufficient supply of soap and shampoo. There shall be one shower for every six Workers. The shower room shall be constructed in such a way so that travel through the shower chamber shall be through the shower. The shower shall not be able to be bypassed.
- F. Shower water shall be drained, collected and filtered through a system with at least

a 5.0 micron particle size collection capability containing a series of several filters with progressively smaller pore sizes to avoid rapid clogging of the system. The filtered waste water shall then be discharged in accordance with applicable codes and the contaminated filters disposed of as asbestos waste.

- G. The equipment room shall be used for the storage of tools and equipment. A walk-off pan filled with water shall be located in the Work Area outside the equipment room for Workers to clean foot coverings when leaving the Work Area. A labeled 6 mil plastic ACM waste bag for collection of contaminated clothing shall be located in this room.
- H. 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.

3.03 WASTE DECONTAMINATION ENCLOSURE

- A. Provide a waste decontamination enclosure system. The system shall be contiguous to the Work Area unless the use of a remote unit is permitted by Code Rule 56 or a Site Specific Variance. The decontamination enclosure shall not be located within the work area unless isolation barriers are installed. If the Unit is accessible to the public, it shall be fully framed and sheathed to prevent unauthorized entry.
- B. The waste decontamination enclosure system shall consist of a holding area, air lock and washroom. The airlock shall be a minimum of three feet from door to door. The entrance to the holding area shall have a lockable door. The decontamination enclosure ceiling and walls shall be covered with one layer of opaque 6 mil polyethylene sheeting on walls and ceiling. Two layers of reinforced polyethylene sheeting shall be used to cover the floor.
- C. Where there is only one egress from the Work Area, the holding area of the waste decontamination enclosure system may branch off from the personnel decontamination enclosure equipment room, which then serves as the waste wash room.
- D. The waste washroom water shall be drained, collected, and filtered through a system with at least a 5.0 micron particle size collection capability containing a series of several filters with progressively smaller pore sizes to avoid rapid clogging of the system. The filtered wastewater shall then be discharged in accordance with applicable codes and the contaminated filters disposed of as asbestos waste.
- E. In small asbestos Projects where only one egress from the Work Area exists, the shower room may be used as a waste washroom. In this instance, the clean room shall not be used for waste storage, but shall be used for waste transfer to carts, which shall immediately be removed from this enclosure.

3.04 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.
- E. If remote decontamination enclosures are permitted by Code Rule 56 or a Site Specific Variance, workers shall wear two disposable suits for all phases of Work. Workers exiting the work area shall HEPA vacuum the outer suit, enter the airlock, remove the outer suit and then place it back into the Work Area. A clean second suit shall be donned before exiting the airlock and proceeding to the decontamination enclosure or another work area via the designated pathway required by Code Rule 56.

3.05 WORK AREA PREPARATION

- A. Asbestos danger signs shall be posted at all approaches to the asbestos Work Area. Post all emergency exits as emergency exits only on the Work Area side, post with asbestos caution signs on the non-Work Area side. Provide all non-Work Area stairs and corridors accessible to the asbestos Work Area with warning tapes at the base of stairs and beginning of corridors. Warning tapes shall be in addition to caution signs.
- B. Shut down and lock out the building heating, ventilating, and air conditioning systems. Electrical systems and circuits shall also be shut down unless permitted to remain active per Code Rule 56 and appropriately protected and labeled. Provide temporary electric power and lighting as specified herein.
- C. All surfaces and objects within the Work Area shall be pre-cleaned using HEPA vacuuming and/or wet-wiping methods. Dry sweeping and any other methods that raise dust shall be prohibited. ACM shall not be disturbed during pre-cleaning.
- D. Movable objects within the Work Area shall be HEPA vacuumed and/or wet-wiped and removed from the Work Area.
- E. All non-movable equipment in the Work Area shall be completely covered with 2

layers of polyethylene sheeting, at least 6 mil in thickness, and secured in place with duct tape and/or spray adhesive.

- F. Provide enclosure of the asbestos Work Area necessary to isolate it from unsealed areas of the building in accordance with the approved asbestos Work plan and as specified herein.
- G. Provide critical barriers by sealing off all openings including but not limited to windows, diffusers, grills, electrical outlets and boxes, doors, floor drains, and any other penetrations of the Work Area enclosure, using 2 layers of at least 6 mil polyethylene sheeting.
- H. Unless otherwise specified for removal, the Contractor shall either protect all fiberglass insulation on piping, ductwork, tanks, etc. in the Work Area using two layers of six mil polyethylene or remove the insulation as asbestos containing waste. If the Contractor elects to remove the fiberglass insulation, he shall be responsible for reinsulation, if reinsulation of removed ACM is part of the Contract or Project.
- I. Frame out emergency exits. Provide double layer 6 mil polyethylene sheeting and tape seal opening. Post as emergency exits only. Within the Work Area, mark the locations and directions of emergency exits throughout the Work Area using exit signs and/or duct tape. Remove all items attached to or in contact with ACM only after the Work Area enclosure is in place. HEPA vacuum and wet wipe with amended water all removed items prior to their removal from the Work Area and before the start of asbestos removal operations.
- J. Suspended ceiling tiles shall only be removed after Work Area preparation is complete. If possible, non-contaminated ceiling tiles shall be HEPA vacuumed and removed from the Work Area before asbestos removals begin. Contaminated ceiling tiles shall be disposed of as asbestos waste.

3.06 NEGATIVE AIR PRESSURE FILTRATION SYSTEM

- A. Provide a portable asbestos filtration system that develops a minimum pressure differential of negative 0.02 in. of water column within all full enclosure areas relative to adjacent unsealed areas and that provides a minimum of 4 air changes per hour in the Work Area during abatement and 6 air changes for non-friable flooring and/or mastic removal.
- B. Such filtration systems must be made operational after critical and isolation barriers are installed but before wall, floor, and ceilings are plasticized and shall be operated 24 hours per day during the entire Project until the final cleanup is completed and satisfactory results of the final air samples are received from the laboratory.
- C. The system shall include a series of pre-filters and filters to provide High Efficiency Particulate Air (HEPA) filtration of particles down to 0.3 microns at 100% efficiency and below 0.3 microns at 99.9% efficiency. Provide sufficient replacement filters to replace pre-filters every 2 hours, secondary pre-filters every 24 hours, and primary HEPA filters every 600 hours of operation.
- D. A minimum of one additional filtration unit of at least the same capacity as the

primary unit(s) shall be installed and fully functional to be used during primary unit (s) filter changing and in case of primary failure.

- E. At no time will the unit exhaust indoors, within 15 feet of a receptor, including but not limited to windows and doors, or adversely affect the air intake of the building. Exhaust ducting shall not exceed 25' in length unless the conditions of AV-A-2 are utilized. Provide construction fencing at ground level exhaust termination locations per Code Rule 56.
- F. Upon electric power failure or shut-down of any filtration unit, all abatement activities shall stop immediately and only resume after power is restored and all filtration units are fully operating. For shut-downs longer than one hour, all openings into the Work Area, including the decontamination enclosures, shall be sealed.
- G. The Contractor shall provide a manometer to verify negative air pressure. Manometers shall be read twice daily and recorded within the Daily Project Log.
- H. There shall be at least a 4 hour settling period after the Work Area is fully prepared and the negative filtration units have been started to ensure integrity of the barriers. Once installed and operational, the Contractor's Supervisor shall conduct daily inspections of the Work Area to insure the airtight integrity of the enclosure and operation of the negative air system. Findings shall be recorded within the Daily Project Log. Inspections shall also be conducted on days when no abatement activities are in progress per Code Rule 56 (i.e. weekends).

3.07 REMOVAL OF ASBESTOS CONTAINING MATERIALS

- A. Asbestos-containing materials shall be removed in accordance with the Contract Documents and the approved Asbestos Work Plan. Only one type of ACM shall be abated at a time within a Work Area. Where there are multiple types of ACM requiring abatement, Code Rule 56 procedures for sequential abatement shall be followed.
- B. Sufficiently wet asbestos materials with a low pressure, airless fine spray of surfactant to ensure full penetration prior to material removal. Re-wet material that does not display evidence of saturation.
- C. One Worker shall continuously apply amended water while ACM is being removed.
- D. Perform cutting, drilling, abrading, or any penetration or disturbance of asbestos containing material in a manner to minimize the dispersal of asbestos fibers into the air. Use equipment and methods specifically designed to limit generation of airborne asbestos particles. All power operated tools used shall be provided with HEPA equipped filtered local exhaust ventilation.
- E. Upon removal of ACM from the substrate, the newly exposed surfaces shall be HEPA vacuumed and/or wet cleaned. Surfaces must be thoroughly cleaned using necessary methods and any required solvents to completely remove any adhesive, mastic, etc.
- F. All removed material shall be placed into 6 mil plastic disposal bags or other suitable

container upon detachment from the substrate. Cleanup of accumulations of loose debris or waste shall be performed whenever there is enough accumulation to fill a single bag or container and minimally at the end of each work shift.

- G. Large components shall be wrapped in two layers of 6 mil polyethylene sheeting. Sharp components likely to tear disposal bags shall be placed in fiber drums or boxes and then wrapped with sheeting.
- H. Power or pressure washers are not permitted for asbestos removal or clean-up procedures unless approved in a Site Specific Variance.
- I. All open ends of pipe and duct insulation not scheduled for removal shall be encapsulated using lag cloth.
- J. All construction and demolition debris determined by the Environmental Consultant to be contaminated with asbestos shall be handled and disposed of as asbestos waste.
- K. The use of metal shovels, metal dust pans, etc. are not permitted inside the work area.

L.

3.08 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION AND REMOVAL PROCEDURES

- A. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the Work Area before moving such items into the waste decontamination enclosure system airlock by persons assigned to this duty. The persons in the Work Area shall not enter the airlock. No gross removal operations are permitted when waste transfer is in progress.
- B. The containers and equipment shall be removed from the airlock by persons stationed in the washroom during waste removal operations. The external surfaces of containers and equipment shall be cleaned a second time by wet cleaning.
- C. The cleaned containers of asbestos material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated 6 mil plastic bags or sheeting, as the item's physical characteristics demand, and sealed airtight.
- D. The clean recontainerized items shall be moved into the airlock that leads to the holding area. Workers in the washroom shall not enter this airlock.
- E. Containers and equipment shall be moved from the airlock and into the holding area by persons dressed in clean personal protective equipment, who have entered from the holding area.
- F. The cleaned containers of asbestos material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
- G. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.

- H. Where the waste removal enclosure is part of the personnel decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.

3.09 WORK AREA DECONTAMINATION, CLEANING, AND CLEARANCE PROCEDURES

- A. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed unless modified by a Site Specific Variance.
- B. First Cleaning:
1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.
 2. All surfaces in the Work Area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and may either be decontaminated prior to removal from the Work Area or disposed of as asbestos waste.
 3. The Abatement Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.
 4. The Contractor shall then apply a thin coat of encapsulant to all surfaces in the Work Area that were not the subject of removal. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results. Encapsulants shall be pigmented or tinted to provide an indication for completeness of coverage. The Abatement Project Monitor shall determine adequacy of coverage.
 5. After the encapsulant has been applied and the required waiting/settling and drying time has elapsed, the first layer of polyethylene sheeting shall then be removed and bagged.
- C. Second Cleaning
1. All surfaces in the Work Area shall be HEPA vacuumed and then wet cleaned.
 2. The Abatement Project Monitor shall conduct a second visual inspection of the Work Area for cleanliness.
 3. After the required waiting/settling and drying time has elapsed, the second layer of polyethylene sheeting shall be removed and bagged
- D. Third Cleaning
1. All surfaces in the Work Area shall be HEPA vacuumed and then wet cleaned.
 2. The Abatement Project Monitor shall conduct a third visual inspection of the Work Area for cleanliness.
 3. After the required waiting/settling and drying time has elapsed, aggressive final clearance air sampling shall then be conducted by the Environmental Consultant provided no visible asbestos debris/residue; pools of liquid, or condensation remains.
 4. Upon receipt of satisfactory final clearance air sampling results, the negative air pressure equipment can then be shut down and the isolation and critical

barriers removed. Following this, the decontamination enclosures shall be removed.

- E. After isolation and critical barriers are removed, the Abatement Project Monitor and Contractor's Supervisor shall inspect the Work Area for cleanliness. If necessary, additional cleaning shall be performed by the Contractor as directed by the Abatement Project Monitor.
- F. As a result of any visual inspection by the Asbestos Project Monitor or should air sampling results indicate high fiber levels, the Contractor will clean or reclean the affected areas at no additional expense to the Owner.

3.10 NON-FRIABLE FLOORING AND/OR MASTIC REMOVALS

- A. The following procedures may only be used for the removal of non-friable flooring and/or mastic materials using manual and chemical methods. These procedures shall not apply to beadblaster use or other abrasive abatement methods.
- B. The Contractor shall restrict access to the immediate area where tent removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- C. Remote personnel and waste decontamination enclosures may be utilized and shall be constructed at a location in accordance with the approved Work Plan.
- D. The Work Area shall be prepared per section 3.05, except that ceilings, walls, and floors need not be plasticized.
- E. Negative air shall be maintained at six (6) air changes per hour.
- F. OSHA compliance air monitoring is required per section 1.09.
- G. ACM removal shall follow procedures defined in section 3.07.
- H. Waste material shall be placed in properly labeled 6 mil plastic bags or other appropriate containers. The outside of the bags or containers shall be wet wiped and/or HEPA vacuumed before being passed into the airlock for double-bagging. The bags or containers shall then be transported to the waste storage container. All transportation of waste bags and containers outside the Work Area shall be in watertight carts.
- I. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed.
 - 1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.
 - 2. All surfaces in the Work Area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and shall be decontaminated prior to removal from the Work Area.
 - 3. The Asbestos Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.
 - 4. The Contractor shall then apply a thin coat of encapsulant to all non-removal

surfaces covered with plastic in the Work Area. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results. Encapsulants shall be pigmented or tinted to provide an indication for completeness of coverage. The Asbestos Project Monitor shall determine adequacy of coverage.

5. After the encapsulant has been applied and the required waiting/settling and drying time has elapsed, aggressive final clearance air sampling shall then be conducted by the Environmental Consultant.
6. Upon receipt of satisfactory final clearance air sampling results, the isolation and critical barriers shall be removed. Following this, the decontamination enclosures shall be removed.

3.11 TENT ENCLOSURES

- A. Tent enclosures may only be used where specifically permitted by Code Rule 56 or a Site Specific Variance issued by the NYS Department of Labor.
- B. The Contractor shall restrict access to the immediate area where tent removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- C. Remote personnel and waste decontamination enclosures shall be constructed. Configuration shall be as required by Project size. For tent enclosures with gross abatement of friable materials, a contiguous decontamination system shall be constructed, maintained and utilized, except for minor size tent enclosure work areas where a remote decontamination enclosure is permitted by Code Rule 56.
- D. The Work Area shall be precleaned. All objects and equipment that will remain in the restricted area during abatement shall be sealed with two layers of six mil polyethylene and tape.
- E. The tent shall be a single use barrier constructed with a rigid frame and at least two layers of six mil polyethylene unless one layer of six mil polyethylene is otherwise permitted by Code Rule 56. Tents with twenty (20) square feet or less of floor space or no gross removal of friable ACM shall be constructed of one (1) layer of six mil polyethylene and shall include walls, ceilings and a floor (except portions of walls, floors and ceilings that are the removal surface) with double folded seams. All seams shall be sealed airtight using duct tape and/or spray adhesive.
- F. The tent shall be constructed with at least one airlock for worker/waste egress.
- G. A monometer shall be used for all OSHA Class I abatement.
- H. Negative air shall be maintained at four (4) air changes per hour for non-friable and glovebag abatement tent enclosure work areas. Eight (8) air changes shall be maintained for friable gross removal tent enclosure work areas. In a Minor size abatement tent enclosure work area a HEPA vacuum may be used to maintain the required air changes.
- I. OSHA compliance air monitoring is required per section 1.09.
- J. ACM removal shall follow procedures defined in section 3.07.

- K. Waste material shall be placed in properly labeled 6 mil plastic bags or other appropriate containers. The outside of the bags or containers shall be wet wiped and/or HEPA vacuumed and shall then be placed in a second bag/container before being transported to the waste storage container. All transportation of waste bags and containers outside the Work Area shall be in watertight carts. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
- L. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed.
 - 1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.
 - 2. All surfaces in the Work Area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and shall be decontaminated prior to removal from the Work Area.
 - 3. The Asbestos Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.
 - 4. After the waiting/settling and drying time requirements have elapsed, aggressive final clearance air sampling shall then be conducted by the Environmental Consultant.
 - 5. Upon receipt of satisfactory final clearance air sampling results, the tent shall be collapsed into itself, placed in suitable disposal bags, and transported to the waste decontamination enclosure. Isolation and critical barriers shall then be removed.

3.12 GLOVEBAG REMOVAL

- A. Glovebag removals may only be used as specifically permitted by Code Rule 56 or a Site Specific Variance issued by the NYS Department of Labor. Glovebags may only be used on piping.
- B. In addition to conformance with applicable regulations and variances, glovebag removals are only permitted to be conducted within tent enclosures complying with these specifications.
- C. The Contractor shall restrict access to the immediate area where tent/glovebag removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- D. Remote personnel and waste decontamination enclosures shall be constructed. Configuration shall be as required by Project size.
- E. Glovebag removals shall utilize commercially available glovebags of at least six mil thickness. Use shall be in accordance with the manufacturer's instructions and the following minimum requirements:
 - 1. The sides of the glovebag shall be cut to fit the size pipe being removed. Tools shall be inserted into the attached tool pocket.
 - 2. The glovebag shall be placed around the pipe and the open edges shall be folded and sealed with staples and duct tape. The glovebag shall also be

- sealed at the pipe to form a tight seal.
3. Openings shall be made in the glovebag for the wetting tube and HEPA vacuum hose. The opening shall be sealed to form a tight seal.
4. All glovebags shall be smoke tested by the Asbestos Project Monitor under negative pressure using the HEPA vacuum before removal operations commence. Glovebags that do not pass the smoke test shall be resealed and then retested.
5. After first wetting the materials to be removed, removal may commence. ACM shall be continuously wetted. After removal of the ACM, the piping shall be scrubbed or brushed so that no visible ACM remains. Open ends of pipe insulation shall be encapsulated.
6. After the piping is cleaned, the inside of the glovebag shall be washed down and the wetting tube removed. Using the HEPA vacuum, the glovebag shall be collapsed and then twisted and sealed with tape with the ACM at the bottom of the bag.
7. A disposal bag shall be placed around the glovebag that is then detached from the pipe. The disposal bag is then sealed and transported to the decontamination enclosure.

- F. After glovebag removals are complete, tent decontamination procedures shall be followed.

PART 4 DISPOSAL OF ASBESTOS WASTE

4.01 TRANSPORTATION AND DISPOSAL SITE

- A. The Contractor's Hauler and Disposal Site shall be approved by the Owner's Representative.
- 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. All waste generated as part of the asbestos project shall be removed from the site within ten (10) calendar days after successful completion of all asbestos abatement work.
- 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.

4.02 WASTE STORAGE CONTAINERS

- A. The Owner / Engineer shall verify that the waste storage container and/or truck tags (license plates) match that listed on the New York State Department of Environmental Conservation Part 364 permit. Any container not listed on the permit shall be removed from the site immediately.
- C. The container shall be plasticized and sealed with two (2) layers of 6 mil polyethylene. Once on site, it shall be kept locked at all times, except during load out. The waste container shall not be used for storage of equipment or contractor supplies.
- 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.

4.03 ASBESTOS WASTE MANIFESTS

- A. The proposed asbestos waste manifest shall be submitted to the Owner's Representative prior to the start of the project for review and approval.
- B. The Manifest shall be completed by the Contractor and verified by the Environmental Consultant that all the information and amounts are accurate, and the proper signatures are in place.
- C. The Manifests shall have the appropriate signatures prior to any waste being removed from the site.
- D. Copies of the completed Manifest shall be retained by the Environmental Consultant and the Contractor and shall remain on site for inspection.
- E. Upon arrival at the Disposal Site, the Manifest shall be signed by the Disposal Facility operator to certify receipt of ACM covered by the manifest. The Disposal Facility operator shall return the original Manifest to the Contractor.
- F. The Contractor shall forward copies of the Manifest 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. Originals of all waste disposal manifests shall be submitted by the Contractor to the Owner's Representative with the final close-out documentation.

END OF SECTION

SECTION 31 00 00

EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Excavation Requirements
 - 2. Stockpiling Materials
 - 3. Backfilling Requirements
 - 4. Compaction
 - 5. Field Quality Control
 - 6. Site Grading

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T 99, Standard Method of Test for Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop.
- B. ASTM International:
 - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³).
 - 2. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 - 3. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 4. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³).
 - 5. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
- C. New York State Department of Transportation (NYSDOT)
 - 1. Standard Specifications (US Customary Units), Volumes 1 to 4, January 1, 2021.

1.3 SUBMITTALS

- A. Specification Section 01 33 00 – Submittal Procedures.
- B. Materials source (NYSDOT approved source or NYSDEC mining permit)

- C. Documentation that utilities were contacted prior to construction activities.

1.4 QUALITY ASSURANCE

A. Pre-Construction Material Testing

1. Perform testing by the CONTRACTOR's validated testing facility. Submit qualifications of the CONTRACTOR's validated testing facilities. Do not permit work requiring testing until the OWNER has approved the selected testing facility. The OWNER reserves the right to request additional tests, and more frequent testing by the CONTRACTOR when there is a change (i.e. source or physical properties) in the material or when the materials do not comply with these Specifications at no additional cost to the OWNER.
2. Submit results of the pre-construction testing of all materials to the ENGINEER and OWNER at least ten days prior to delivery of materials to site.
3. Topsoil:
 - a. The CONTRACTOR shall conduct a minimum of one grain size test (ASTM D6913/D6913M), one soil classification (ASTM D2487), and analytical testing in accordance with NYSDEC DER-10 5.4(e) on a representative sample of each source material.
 - b. Analyze topsoil for percentage of nitrogen, phosphorus, potash, soluble salt, organic matter (loss by ignition), and pH value. One test per source of topsoil is required.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Excavated Material

1. Unsuitable and surplus excavated material and debris shall be disposed of by the CONTRACTOR at a New York State Department of Environmental Conservation (NYSDEC) permitted waste facility. Approval of the Owner is required prior to disposal.

1.6 DEFINITIONS

- A. The term "earth excavation" as herein defined shall be construed to mean all classes of material, wet or dry, and shall include so-called muck, hardpan, soft shale or slate, loose disintegrated or decomposed ledge rock, old macadam, topsoil, sod, masonry, and boulders up to ½ cubic yard in volume, all of which can be readily removed with a pick, trenching machine or backhoe equipment.
- B. Rock: Stone or hard bedrock in original ledge, boulders over two cubic yards in volume in open areas and one cubic yard in volume in trenches, that cannot be broken or removed by mechanical equipment such as hydraulic splitters, excavators, or heavy-duty ripping equipment, without the use of explosives or systematic drilling. The equipment must have at

least as much power as a Komatsu PC200 track mounted hydraulic excavator with a 42-inch tight tip radius rock bucket, rated at not less than 140 hp net horsepower with a bucket digging force of not less than 30,000 lbs and an arm crowd force of not less than 20,000 lbs determined according to ISO 9249 and ISO 6015.

- C. Partially weathered rock shall be defined as soil that maintains the apparent structure of bedrock, but can be excavated without use of the method defined in paragraph B above.

1.7 SITE CONDITIONS

A. Protection of Property

1. Necessary arrangements shall be made by the CONTRACTOR with all persons, firms and corporations owning or using any poles, pipes, tracks or conduits, etc., affected by the construction included under this Contract to maintain and protect such facilities during construction. The cost of any such protection shall be paid by the CONTRACTOR.
2. Excavated materials that are not stockpiled for backfill or beneficial reuse shall be immediately removed from the site. The CONTRACTOR shall avoid depositing excavated material on pavements, sidewalks or grass plots, except with written authorization, and then only when adequate temporary provisions have been made for passage and protection of pedestrians and vehicles. Adequate bridging and planked crossings must be provided and maintained across all open trenches for pedestrians and vehicles.
3. The CONTRACTOR shall shore up or otherwise protect all fences, buildings, walls, walks, curbs or other property adjacent to any excavation that might be disturbed during the progress of the work. The CONTRACTOR shall be liable for any damage that may result to neighboring property from excavation, backfill or grading operations.

B. Excavation Conditions

Not Applicable.

C. Contaminated Materials:

1. The CONTRACTOR shall be prepared to manage and dispose of contaminated materials in accordance with Section 01 50 00 – Temporary Facilities and Controls - Section 1.17 Debris Control and Removal.
2. The CONTRACTOR shall inform the ENGINEER that work will be completed in delineated areas on the Contract Drawings so the ENGINEER may observe conditions.

D. Groundwater and Stormwater:

1. It is not anticipated that the Contractor will be required to perform temporary dewatering of groundwater for the work.
2. The CONTRACTOR shall be responsible for managing stormwater runoff by directing flow away from excavations, ponding runoff for pump around, or removing runoff from excavations.

PART 2 PRODUCTS

2.1 EQUIPMENT

- A. The selection of excavation, backfill, and compaction equipment is the CONTRACTOR's responsibility, but shall be subject to the approval of the ENGINEER.
- B. Compaction Equipment:
 - 1. Generally, the following shall apply for the type of material to be compacted.
 - a. Sheepsfoot rollers shall be used to compact clay and glacial till soils. The proper ballasted weight shall be determined such that the feet penetrate to their full length on a loose lift to be placed, and with further passes, compact the layer as required.
 - b. Pneumatic or vibratory rollers shall be used to compact sands and gravels. Pneumatic rollers shall have operating weights between 2,000 and 3,500 pounds per tire.
 - c. Smooth steel wheel, pneumatic tired or vibratory rollers shall be used to compact aggregate material. Smooth steel wheel rollers shall have a minimum weight of ten tons. Where possible, rock fill shall be compacted using a self-propelled vibratory steel drum roller weighing at least ten tons.
 - d. In confined areas, and adjacent to utilities, compaction shall be made using hand guided or remoted controlled mechanical vibratory plate tampers or rollers.
 - 2. In all cases, loads shall be adjusted to give the most suitable results for the material being compacted. For heavier, or more efficient types of approved compaction equipment, the minimum number of passes required on all portions of each successive layer shall be determined by the ENGINEER after appropriate field tests to evaluate the efficiency of the equipment have been made. However, layer thicknesses shall not, under any circumstances, exceed those specified.

2.2 MATERIALS

- A. Backfill
 - 1. Backfill shall be free from trash, frozen lumps, organic substances, rocks over four inches in diameter, or other materials which cannot be properly compacted. Physical properties shall be such that it can be readily spread and compacted.
 - 2. Backfill shall generally consist of clean imported material.
 - 3. Backfill shall be certified clean from an approved off-Site source. The backfill material shall also be a well-graded compactable granular soil, which is non-expansive and non-collapsible, and shall have less than 12% by weight passing the #200 sieve.
- B. Topsoil
 - 1. May consist of material stripped from onsite disturbance areas in accordance with Section 31 10 00 – Site Clearing.
 - 2. The term topsoil used herein shall mean a soil meeting the soil textural classes established by the USDA Classification System based upon the proportion of sand, silt, and clay size particles after passing a No. 10 (2 millimeter) sieve and subjected to a particle size analysis.
 - 3. The topsoil shall be analyzed for the textural classification based on the USDA Soils Manual with the following classes being acceptable:
 - a. Sandy loam, with not more than 80% sand;
 - b. Loam; and
 - c. Silt loam, with not more than 60% silt
 - 4. The topsoil shall be analyzed for total organic content (TOC) using the USDA-approved

methodology for measuring organic matter by loss-on-ignition of oven dried samples. The samples shall be heated to 400 degrees centigrade (°C) for ignition and measured at 105°C for loss. The samples shall not contain less than 20% nor more than 60% organic matter

5. The topsoil shall be analyzed for the content of the nutrients nitrogen (N), phosphorus (P), and potassium (K) using the Morgan Soil Test or accepted alternative. The sample shall have a nutrient content within the following ranges:
 - a. N – 15-35 ppm
 - b. P – 20-30 ppm
 - c. K – 100-160 ppm
6. If soil does not meet the required nutrient levels, a method for amendment must be submitted, for approval, to the Engineer prior to acceptance.
7. **All import shall be sampled for contaminants of concern** and deemed acceptable by the Owner, unless the imported material is from a certified clean source (e.g. no evidence of historical impacts such as reported spill events, visual impacts, or other indicators of chemical or physical contamination). If testing is necessary, the Contractor must provide access to every soil import location, where sample frequency is per DER-10 Table 5.4(e)10

Table 5.4(e)10			
Recommended Number of Soil Samples for Soil Imported To or Exported From a Site			
Contaminant	VOCs	SVOCs, Inorganics & PCBs/Pesticides*	
Soil Quantity (cubic yards)	Discrete Samples	Composite	Discrete Samples/Composite
0-50	1	1	3-5 discrete samples from different locations in the fill being provided will comprise a composite sample for analysis
50-100	2	1	
100-200	3	1	
200-300	4	1	
300-400	4	2	
400-500	5	2	
500-800	6	2	
800-1000	7	2	
1000	Add an additional 2 VOC and 1 composite for each additional 1000 Cubic yards or consult with DER		

*PFOA and PFOS are considered semi-volatile compounds, so composite samples are appropriate for these compounds when sampling in accordance with DER-10, Table 5.4(e)10.

8. The topsoil to be furnished by the Contractor shall be loose and friable and free from refuse, stumps, roots, brush, weeds, rocks and stones over 1 1/4 inches (30 millimeters) in diameter. The topsoil shall also be free from any material that will prevent the formation of a suitable seedbed or prevent seed germination and plant growth.
9. The Contractor shall notify the Engineer of the location from which he proposes to furnish topsoil to the project at least 15 calendar days prior to delivery.
10. The topsoil and its source shall be inspected, analytically tested, and approved by the Engineer before the material is delivered to the project. Any material delivered to the project, which does not meet specifications or which has become mixed with undue amounts of subsoil during any operation at the source or during placing and spreading, will be rejected and shall be replaced by the Contractor with acceptable material.

11. If imported materials are required to be tested, the labor and testing costs shall be borne by the Contractor. The Contractor may submit to the Engineer for review previous testing results representing proposed import material if the testing was completed less than 120 days from proposed import of such material to the Project Site.

PART 3 EXECUTION

3.1 WORK AREAS

- A. Unless otherwise approved by the OWNER/ENGINEER, the CONTRACTOR shall stockpile soil, store equipment and materials, and establish temporary facilities only in the designated staging areas. Unless otherwise approved by the OWNER/ENGINEER, the CONTRACTOR shall keep all construction activities, including equipment transportation, within the project site. Any damage to utilities, structures, or vegetation outside of the project site will be corrected at the expense of the CONTRACTOR.

3.2 EXAMINATION

- A. Verify existing plant life designated to remain is tagged or identified.
- B. It shall be the CONTRACTOR's responsibility to investigate the actual conditions existing at the site. No extras will be allowed for any excavations, imported fill, disposal of excess excavated material or material unsuitable for grading, nor for any conditions which would have been foreseen by thorough examination of the site, the Contract Drawings or these Technical Specifications.
- C. Work shall be performed during dry weather periods, except as noted below. Performing work during wet conditions could make the soil slow to dry and thus significantly retard the progress of grading and compaction activities. Concrete removal and excavation may be performed during wet weather periods.

3.3 PROTECTION

- A. Prevent displacement of loose soil or rock from falling into excavation; maintain soil and/or rock stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- C. Protect benchmarks, survey control points, and existing structures from damage or displacement.
- D. Protect trees, plant growth, and features designated to remain, as final landscaping.
- E. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

3.4 EXCAVATION PREPARATION

- A. The site will be cleared and grubbed as necessary to perform the work and as specified in

Section 31 10 00 – Site Clearing.

- B. The CONTRACTOR shall furnish all labor, materials, tools, equipment, services and incidentals necessary to perform all excavation, backfilling, compacting and grading for site restoration.
- C. It shall be the CONTRACTOR's responsibility, prior to performing excavations, to determine the presence and location of any underground utilities that may be affected by excavations. Any damage caused by the CONTRACTOR's failure to make this verification and/or determination shall be repaired at no cost to the OWNER. When work is being conducted in areas, if any, where there are underground obstructions, the CONTRACTOR shall:
 - 1. Call Dig Safely New York at 811 and receive clearance not less than three working days before performing Work.
 - 2. Coordinate with the appropriate owner of each utility regarding the scope and schedule for utility relocation, in-place protection, or abandonment. Notify owners of pipes, cable, and/or other utilities 48 hours in advance of any excavation work. Underground utilities shall be located and exposed by the CONTRACTOR. Documentation shall be submitted to the OWNER/ENGINEER showing notification to owners of buried utilities.
 - 3. Preserve intact any existing underground pipes, culverts, or other utilities encountered during trenching and backfill operations. Hand excavation shall be required within one foot of any fiber optics, telecommunication, gas, or signal lines and within six inches of any sewer or water lines. If excavation beneath utility lines is required, the utility lines shall be supported as recommended by the owner of the utility, until proper backfill has been replaced beneath them. If any utilities or other structures are damaged or broken by the CONTRACTOR, they shall be replaced or repaired, at the CONTRACTOR's expense, as soon as is practical. Once replaced or repaired, the condition of utilities or structures damaged by the CONTRACTOR shall be at least equal to the condition they were in before the disturbance.

3.5 EXCAVATION SAFETY

- A. The safety of all excavations shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall implement procedures consistent with CFR 29 Part 1926, Subpart P and New York Department of Labor Industrial Code Rules, as necessary, to ensure safety of personnel in the vicinity of the excavations and to prevent damage to adjacent property, pavements, utilities, or structures.
- B. Excavation limits are for the purpose of identifying areas that work is to be performed only, and do not necessarily represent safe limits. All excavations shall be free of overhangs, and the sidewalls shall be kept free of loose material. As a minimum, the CONTRACTOR shall slope all excavations to prevent these conditions.
- C. Complete restoration of all obstructions moved or removed to accommodate construction equipment or to facilitate work, shall be required.
- D. Should the CONTRACTOR encounter subsurface and/or latent conditions at the site materially differing from those described in these Technical Specifications the CONTRACTOR shall immediately give written notice to the ENGINEER of such conditions, before they are disturbed, the ENGINEER shall promptly investigate the conditions and if he finds that a change in design and/or specifications is necessary and such change is implemented.

3.6 EXCAVATION

- A. The CONTRACTOR shall perform all excavation the lines and grades indicated on the Contract Drawings.
- B. The excavated material shall be handled in such a manner as to cause a minimum of inconvenience to public travel and to permit safe and convenient access to public and private property along the line of Work.
- C. Existing Utilities:
 - 1. At intersections and elsewhere, where there are existing services, such as water mains, gas lines, electric conduits, etc., the CONTRACTOR shall perform exploratory excavations via "Soft dig" techniques to determine location and depth of existing utilities crossing the proposed sanitary sewer a sufficient time in advance of the construction of the proposed work to definitely determine the line and elevation of the existing structures with reference to the new work so that, if required, change in line and/or grade can be made in the new work.
- D. Excavation shall be made to such widths as will give suitable room for removal of existing structures to be removed, and to find and protect existing utilities. The bottom of the excavations shall be rendered firm and dry and in all respects acceptable to the ENGINEER.
- E. Excavation and dewatering shall be accomplished by methods that preserve the undisturbed state of subgrade soils. Subgrade soils that become soft, loose, "quick", or otherwise unsatisfactory for support of structures as a result of inadequate excavation, dewatering or other construction methods shall be removed and replaced by concrete or Granular Fill as required by the ENGINEER at the CONTRACTOR's expense.
- F. Excavations shall be completed to the depth and dimensions necessary for the proper installation of all work as detailed on the Contract Drawings.
- G. Unless specifically directed by the ENGINEER, excavations shall not be made below the elevations indicated on the Contract Drawings. Where any unauthorized excavation is made below the grades indicated, the excavations shall be restored to the proper elevations with compacted, well graded granular foundation material or flowable fill, at no additional expense to the OWNER. In any event, the operations necessary to correct an excess of excavation shall meet with the consent of the ENGINEER.

3.7 STOCKPILING

- A. Stockpile materials within areas approved by OWNER.
- B. Separate differing materials with dividers or stockpile apart to prevent mixing.
- C. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- D. Stockpile shall be covered when not in use.

3.8 PREPARATION FOR BACKFILL

- A. Verify fill foundation has been contoured and compacted. Repair or replace items indicated to remain if they are damaged by excavation.
- B. Work shall be performed during dry weather periods. Performing work during wet conditions could make the soil slow to dry and thus significantly retard the progress of grading and compaction activities.
- C. Compact subgrade to non-yielding condition and to density requirements for subsequent backfill materials.
- D. Cut out soft areas of subgrade not capable of compaction in place. Backfill with clean fill material and compact to density equal to or greater than requirements for subsequent fill material.
- E. When material varies from optimum moisture content, it shall be treated in the following manner. When a deficiency in moisture content exists, the material shall be watered and thoroughly mixed until optimum moisture content is attained. When an excess in moisture content exists, the material shall be worked and aerated until optimum moisture content is attained.
- F. Any large rocks encountered during the subgrade preparation process which constitute as a hazard, due to size or protrusion from the finished subgrade, shall be removed and disposed of as directed by the ENGINEER.
- G. The finished subgrade surface shall be firm and uniform, true to grade and cross-section, and shall be approved by the ENGINEER before placing subsequent material thereon. Subgrade that does not conform to the requirements as to grade, cross section, moisture content or density shall be reworked until such requirements are met. Bedrock subgrade shall be free of voids larger than two inches in width. When voids with a width greater than two inches are encountered, they shall be filled with a cement-sand grout or flowable fill to match the surrounding subgrade line and grade.

3.9 BACKFILL

- A. All excavations shall be backfilled as soon as practical.

- B. The method and degree of compacting backfill will be governed by the type of material and the extent to which any subsequent settlement can be permitted.
- C. Backfilling shall be done with sound material, free from waste, objectionable organic matter, rubbish, boggy or other unsuitable materials. No frozen material shall be used for backfilling. Under no conditions will the CONTRACTOR be permitted to place material that is frozen, or place fill material on frozen ground.
- D. Backfilling shall begin as soon as practicable after structures and pipelines have been installed, inspected, and tested as required. Material for bedding and backfill shall be as shown on the Contract Drawings and as specified in Section 31 00 00 - Earthwork.
- E. Backfill shall be placed in uniform horizontal layers and shall be tamped or otherwise consolidated as the work progresses. In no case shall the consolidated layers of backfill be more than twelve inches in depth. Lumps of earth shall be broken up and if there are any stones or lumps that cannot be readily broken up, they shall be distributed throughout the mass so that all interstices are solidly filled with fine materials.
- F. The remaining upper portion of the trench may be backfilled by machine, but the work shall be done in such a way as to prevent dropping of material directly on top of the conduit or pipe through any great vertical distance exceeding two feet.
- G. Backfill should be placed in maximum lifts of 12 inches of loose material while backfilling and lifts shall not exceed six inches of loose material in confined areas.

3.10 COMPACTION OF MATERIALS

- A. It shall be the CONTRACTOR's responsibility to properly place and compact all materials and to correct any deficiencies resulting from insufficient or improper compaction of such materials. The CONTRACTOR shall determine the type, size and weight of compactor best suited to the work at hand, select and control the lift (layer) thickness, exert proper control over the moisture content of the material, and other details necessary to obtain satisfactory results.
- B. Compaction shall be continuous over the entire area, and compaction equipment shall make sufficient passes so that the specified minimum density has been achieved throughout the entire backfill.
- C. Maintain optimum moisture content of Backfill materials to attain required compaction density. When material varies from optimum moisture content, it shall be treated in the following manner. When a deficiency in moisture content exists, the material shall be watered and thoroughly mixed until optimum moisture content is attained. When an excess in moisture content exists, the material shall be worked and aerated until optimum moisture content is attained.
- D. Compaction shall be completed with sheepsfoot roller, segmented steel wheeled rollers, pneumatic tired rollers, smooth drum steel rollers, vibratory rollers, or other suitable types of compaction equipment.

- E. Compaction Requirements:
 - 1. Backfill material shall be compacted to a minimum of 95% of the maximum dry density and within two percent above or below the optimum moisture content value (ASTM D698).
 - 2. Material that is shown to be less than the required maximum dry density shall be reworked by the CONTRACTOR and retested until the material meets the compaction requirement at no additional cost to the OWNER.

3.11 FIELD QUALITY CONTROL

- A. Employ a Professional Geotechnical Engineer licensed in the State of New York to perform compaction testing.
- B. CONTRACTOR's independent Geotechnical Engineer shall test fill materials in accordance with the following:
 - 1. Material Test: ASTM D6913, D4318, and D698, one per 500 CY of imported material.
- C. When tests indicate Work does not meet specified requirements, continue compactive effort and retest.

3.12 SITE GRADING

- A. The CONTRACTOR shall perform all grading work indicated on the Contract Drawings or specified. The surface area of the site, including all excavations, cuts, fills and embankments, shall be finished to the lines, grades and cross-sections shown on the Plans, and shall be cleaned of all loose material.

Changes in site grading are not anticipated; the Contractor will maintain existing grade at the project site and make no changes that promote storm/surface water discharge off site.

- B. Grading in preparation for placing of topsoil shall be performed at all locations indicated on the Contract Drawings, to the lines and grades shown and as directed by the ENGINEER. During the course of grading, the subgrade shall be maintained in such condition that it will be well drained at all times.
- C. If at the time of grading it is not possible to place any material in its proper section of the permanent structure, it shall be stockpiled in approved areas for later use.
- D. Rough grading shall be stopped six inches below final grade and leveled off, and topsoil shall be placed and finished to final grade.
- E. The disturbed areas shall be finish graded. Any roots, rocks larger than three inches in size, or other undesirable material shall be removed from the surface immediately and the surface shall be prepared for vegetative stabilization. All cut and fill slopes shall be uniformly dressed to the slope, cross-section and alignment shown on the Contract Drawings or as directed by the ENGINEER.
- F. Perform grading operations as shown on the Contract Drawings so that the ground surface will be well-drained at all times. Maintain benching and drainage ditches and keep them open and free from soil, debris, and leaves until final acceptance of the Work. Finish all grading on neat, regular lines conforming to the sections, lines, grades, and contours shown on the

Contract Drawings, or if not shown, in accordance with the criteria set forth herein. Perform the grading work in proper sequence with all other associated operations.

- G. The CONTRACTOR shall replace all surface material, and restore paving, curbing, sidewalks, gutters, fences and all other items that were disturbed by the construction so that they shall be equal to the original condition.

3.13 TOPSOIL

- A. Topsoil shall be placed on all other disturbed areas prior to seeding and site restoration activities.
- B. On areas to receive topsoil, the compacted subgrade soil shall be scarified to a 2-inch depth for bonding of topsoil with subsoil.
- C. Topsoil shall be spread evenly to a minimum thickness of six inches and graded to the elevation and slopes indicated on the Contract Drawings.
- D. Topsoil shall not be spread when frozen or excessively wet or dry.
- E. Compact using excavator or other equipment to a uniformly consistent moderate density. Avoid a loose condition of topsoil and avoid over-compacting topsoil. Compaction testing is not required.
- F. Seed finished areas within seven days in accordance with Section 32 92 19 – Seeding to prevent erosion and dust. CONTRACTOR shall restore any eroded areas to existing contours and elevations prior to seeding.

3.14 GRADING TOLERANCES

- A. The surface elevation shall be: Plus or minus 0.2 feet.
- B. The grading slope shall be: Plus or minus 0.5%.
- C. Placed material not conforming to the specified tolerance limits shall be removed and replaced as directed by the ENGINEER at no additional cost to the OWNER.

3.15 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

3.16 SPOILING

- A. Spoil excess excavated material not used as backfill in locations approved by the OWNER.
- B. Coordinate with the OWNER and ENGINEER for placement of spoil. CONTRACTOR shall stake perimeter of spoil sites for OWNER and ENGINEER approval prior to placing fill.

- C. Spoil thickness shall be no greater than five feet.
- D. Prevent erosion and migration of spoiled material by use of best management practices.
- E. Compact spoil with a minimum of one pass with dozer or fully loaded scraper, or equivalent. Maximum thickness of a layer or lift prior to compaction shall be 18 inches.

3.17 FUGITIVE DUST CONTROL

- A. CONTRACTOR shall implement fugitive dust control measures as necessary during all phases of the work.
- B. CONTRACTOR shall apply water to suppress dust.

3.18 PROTECTION OF FINISHED WORK

- A. CONTRACTOR shall properly grade area to prevent erosion.
- B. Prohibit construction traffic over finished Backfill.
- C. Reshape and re-compact fills subjected to vehicular traffic.
- D. Drainage of surface water shall be controlled to avoid damage to adjoining properties or to finished work on the site.
- E. CONTRACTOR shall take appropriate measures to prevent erosion of freshly graded areas until such time as permanent drainage and erosion control features have been established.
- F. CONTRACTOR shall seed disturbed areas that receive topsoil in accordance with Section 32 92 19 – Seeding. Seeding of critical slope areas shall be completed within 48 hours of final grading.

END OF SECTION

SECTION 31 10 00

SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Clearing Trees and Vegetation in Work Areas.
 - 2. Topsoil Stripping.
 - 3. Asphalt Removal.
 - 4. Asphalt Subbase removal.
 - 5. Disposal of Debris from Clearing Work.

1.2 REFERENCES

- A. Work activities shall be performed in general compliance with American National Standards Institute (ANSI) Z-133: American Standard of Tree Worker Safety, and ANSI A300: Standard Practices for Trees, Shrubs, and Other Woody Plant Maintenance.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.
- C. Identify waste and stockpile areas for placing removed materials.

3.2 PREPARATION

- A. Call Dig Safely New York at 811 and receive clearance not less than two full working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
 - 2. Comply with additional requirements presented in Section 31 00 00 – Earthwork.

3.3 PROTECTION

- A. Locate, identify, and protect utilities from damage unless drawings indicate otherwise or the OWNER approves their removal.
- B. Protect benchmarks, survey control points, and existing structures from damage or displacement.

- C. Protect trees not shown to be removed on the Drawings, unless approved otherwise by ENGINEER.

3.4 CLEARING AND GRUBBING

- A. Areas to be demolished and removed shall be first cleared and grubbed. Clearing shall consist of removal above the ground surface of trees, stumps, brush, bushes, and similar debris. Grubbing shall consist of removal of stumps, roots, buried logs, and other unsuitable material and shall be performed in areas to be graded.
- B. Clear trees and vegetation as required for access to site and execution of Work to the existing ground surface as directed by OWNER/ENGINEER. Do not clear trees without OWNER/ENGINEER approval.
- C. Roots two (2) inches in diameter or greater shall be removed to a depth of at least 12 inches below ground.

3.5 TOPSOIL

- A. Section 31 00 00 - Earthwork.
- B. Prior to all earthwork activities, but after clearing as defined above, strip topsoil and store in a separate stockpile for reuse and final dressing of finished earthwork. Stripping shall consist of removal of weeds, grasses, topsoil, organic soil, or other vegetation not removed during clearing operations.
- C. Topsoil should be removed in accordance with the Contract Drawings. The OWNER or ENGINEER may ask the CONTRACTOR to strip additional soil in order to remove all organic soil.
- D. Topsoil shall be stockpiled for future use in re-vegetating exposed slopes and disturbed areas.
- E. Topsoil containing sod and plant matter shall be thoroughly mixed, until homogeneous, before final reuse.
- F. Topsoil shall be kept separate from other backfill material and shall not be used in structural fills or structural fill areas.

3.6 DEBRIS REMOVAL

- A. Do not burn or bury materials on site, unless specifically stated otherwise. Leave site in clean condition.
- B. Removed items shall become the property of the CONTRACTOR and shall be disposed of by the CONTRACTOR according to state and local regulations unless otherwise stated by the OWNER.

END OF SECTION

SECTION 31 25 00

EROSION AND SEDIMENTATION CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wattles
 - 2. Inlet Protection

1.2 REFERENCES

- A. New York State:
 - 1. Standards and Specifications for Erosion and Sediment Control (current edition).
 - 2. Stormwater Design Manual (current edition).
 - 3. New York State Department of Transportation (NYSDOT) Standard Specifications (current edition).

1.3 SUBMITTALS

- A. Specification Section 01 33 00 – Submittal Requirements.
- B. Product Data: Silt fence fabric and materials.
- C. Manufacturer's Certificate: Certify silt socks/wattles/haybales, inlet protection meet or exceed New York State Erosion, Sediment & Stormwater requirements.

1.4 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. The excavation, grading, and moving of soil materials shall be scheduled to minimize to the extent practical, the size of areas that will be unprotected from erosion. Disturbed areas shall be restored according to the Technical Specifications and Contract Drawings, as soon as is feasible.
- C. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- D. Silt fences or other erosion control devices shall be installed as necessary to minimize and control erosion during and subsequent to construction. Erosion controls shall remain in place during the entire construction period or as otherwise specified. The CONTRACTOR shall:
- E. Protect the work from erosion. Erosion of embankments, cuts, and natural slopes that occurs during construction of the project shall be repaired by the CONTRACTOR at his expense.

- F. Protect downstream and adjacent properties, drainage channels, and streams from damage due to erosion resulting from project construction operations.

PART 2 PRODUCTS

2.1 SILT FENCE, STAKES AND POSTS

- A. Wood, metal, or synthetic posts may be used. Softwood post shall be 1½" x 3½", hardwood post shall be at least 1¼" x 1¼", steel post shall be "T" or "L" shaped in cross section, with a minimum weight of 1.33lbs./ft.
- B. Posts shall be a minimum of 4' long and shall be spaced a maximum of 4 feet apart unless otherwise recommended by the manufacturer.
- C. Furnish posts to meet the minimum requirements in the NYSDOT Standard Specifications, Section 209-2.06.

2.2 WATTLES

- A. Materials: Agricultural Straw Tubular Netting Typical Wattle Sizes:
- B. Nominal Diameter 9.0 in 12.0 in 20.0 in Minimum Diameter 8.5 in
- C. Length (± 10%) 25.0 ft
- D. Weight (± 10%) 50.0 lb/cf
- E. Description: Straw Wattles are tubular products consisting of agricultural straw fibers encased in tubular netting. Physical Properties: Fiber: Agricultural Straw Net Configuration: Totally encased.

PART 3 EXECUTION

3.1 INSTALLATION OF EROSION CONTROLS

- A. Protect downstream and adjacent properties, drainage channels, and streams from damage due to erosion resulting from project construction operations.
- B. Provide EROSION CONTROLS where shown on the Contract Drawings or as directed and where necessary to minimize erosion and sediment runoff as described in the CONTRACTOR'S approved E&SC Plan as a temporary structural practice.
- C. Install silt fences to retain sediment prior to initiating each phase of work where erosion would occur in the form of sheet and rill erosion (e.g. clearing and grubbing, excavation, embankment, and grading).
- D. Place silt fence parallel with grading contour.
- E. The ends of the fence shall be extended up slope to prevent water from flowing around ends of the fence.

3.2 REMOVAL OF MATERIALS

- A. Following completion of the project, all materials shall be removed from the Site once turf/vegetation has been established.

3.3 MAINTENANCE

- A. Maintain the erosion and sediment control measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, and repair of erosion and sediment control measures. Use the following procedures to maintain the protective measures.
 - 1. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment control are in good working order.

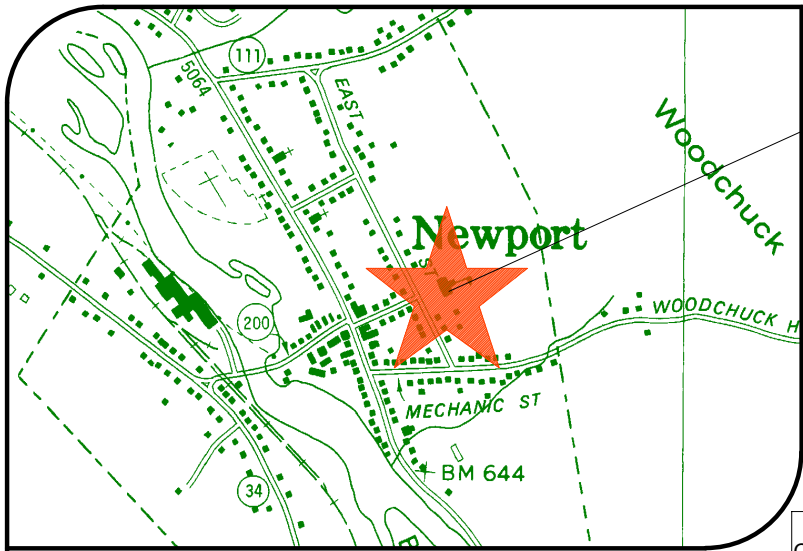
3.4 INSPECTIONS

- A. General
 - 1. Inspect disturbed areas of the construction site; areas that have not been finally stabilized; areas used for storage of materials; areas exposed to precipitation, stabilization practices, structural practices, other controls; and areas where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces 0.5 inches or more rainfall at the site, or as required. Once disturbed areas have been stabilized, the inspection schedule may be relaxed to once every month with the Owner's approval.
- F. Inspections Details
 - 1. Inspect disturbed areas and areas used for material storage that are exposed to precipitation for evidence of, or the potential for, sediment entering the drainage system. Observe erosion and sediment control measures to ensure that they are operating correctly. Inspect discharge locations or points to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Inspect locations where vehicles exit the site for evidence of offsite sediment tracking.
- G. Inspection Reports
 - 1. For each inspection conducted, prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, maintenance performed, and actions taken. A copy of the inspection report shall be maintained on the job site and furnished to Owner upon request.

3.5 CLEANING

- A. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- B. Do not damage structure or device during cleaning operations.
- C. Do not permit sediment to erode into construction or site areas or natural waterways.

END OF SECTION



Location Map
(Not to Scale)

This Project

Map Reference

Map and Survey showing lands to be conveyed by MIED, LLC - Village of Newport, County of Herkimer, State of New York - Dated: June 15, 2006 and filed in the Herkimer County Clerk's Office as Map No. M2006-398

MIED - LLC
(Now or Formerly)
Liber 927 / Page 412
S.B.L. 94.047-2-8.1

MIED - LLC
(Now or Formerly)
Liber 927 / Page 412
S.B.L. 94.047-2-8.1

1.08± Acres
S.B.L. 94.047-2-8.2

3 Story Masonry
Frame Building
(Former School)

Legend:

- Existing Iron Rebar
- Sanitary Manhole
- Storm Catch Basin
- Existing Contour (See Note #2)
- Existing Sanitary Sewer (See Note #3)
- Existing Waterline (See Note #3)
- Existing Utility Pole
- Overhead Utility Line

Survey Notes:

- Datum: Vertical: NAVD88
- Elevations shown are based on field measurements. Contours are merely an interpolation and should only be considered as such.
- Underground facilities, structures and utilities have been plotted from a combination of field measurements, available maps, records and information provided by the owner, therefore their location should be considered approximate only. There also may be other facilities, structures or utilities, the existence of which is presently unknown.
- This project IS NOT located in a N.Y.S.D.E.C. Regulated Wetland as delineated on official freshwater wetland maps on file with the Village of Newport Clerk's Office.
- This project IS NOT located in a Federal regulated Freshwater Wetland as delineated on official freshwater wetland maps on U.S. Fish and Wildlife Service National Wetlands Inventory.
- This project IS NOT located within a 100 year Flood Zone as delineated on official flood plain maps on file with the Village of Newport Clerk's Office.
- The 1.08± Acre parcel shown on the plot herein is benefited by the plotted 30 Ft. Wide Easement. Also the 1.08± Acre parcel shown on the plot herein is burdened by an easement reserved to MIED, LLC for drainage purposes. See Liber 1175 / Page 935
- At time of field work no abstract of title was provided, as a result this Survey is subject to any states of facts a current abstract of title may disclose.
- Unauthorized alteration or addition to a survey map bearing a Licensed Land Surveyor's Seal is a violation of Section 7209, subdivision 2 of the New York State Education Law. It is a violation of the State Education Law for any person, unless acting under the direction of a licensed land surveyor, to alter an item in any way.

Deed Reference

Roy D. Wood
To
Village of Newport
Warranty Deed - Dated: April 24, 2023
Instrument No. 2023-2020
S.B.L. 94.047-2-8.2

File No. 24-264

Topographical Survey Lands of
Village of Newport
East Street

Village of Newport
Herkimer County - New York

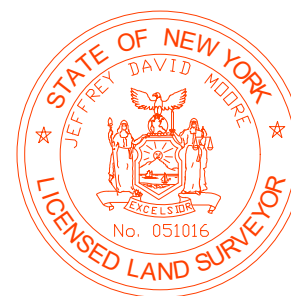
Moore Land Surveying, P.C.

1721 Black River Boulevard
Rome, New York 13440
Office: 315-336-9480
Fax: 315-829-5429

Dated: October 22, 2024
Revised:
Scale: 1" = 20 Ft.
Drawn By: MK
Checked By: JM

It is hereby certified that this is a correct
map made from an actual Field Survey

Jeffrey D. Moore, L.S. #051016





VILLAGE OF NEWPORT

P.O. Box 534
Newport, NY 13416

Mayor, Marc Butler
Trustee, Steven Woods
Trustee, Thomas Roberts

January 29, 2024

To Whom It May Concern:

This is to verify that the former West Canada Elementary School on East Street in the Village of Newport (Tax Map Parcel No. 094.047-02-08.2) has been without village water and without power since shortly after it was vacated in 1990.

Since that time, it has been used for cold storage by a succession of owners. The village has now taken possession of the school building.

I consider it a blight on the community and a liability hazard. Two engineering studies have determined that the building has deteriorated to a point where there is no realistic opportunity for rehabilitation.

Any assistance you may provide with the buildings removal would be appreciated and would be of great service to the community.

Sincerely,

A handwritten signature in black ink, appearing to read "Floyd Harris", written over a horizontal line.

Floyd "Herm" Harris

Supervisor, Village of Newport Department of Public Works