

## **Appendix 7**

### **Bid Package 2: ACM Removal and Environmental Cleaning**

# Photech Site Clean-Up

## BID PACKAGE 2

ACM Removal and Environmental Cleaning

# Bid Manual



300 Trolley Blvd., Rochester NY 14606  
**Phone: 585-254-3510 Fax: 585-254-3871**

November 10, 2009

**Bid Package # 3 Contract document Summary**

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00100	-	Invitation to Bid
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END OF SECTION

November 10, 2009

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Date: November 10, 2009

Bid Package Number # 2: ACM Removal and Environmental Cleaning

Project: Photec Site Clean-Up

Owner: City of Rochester

Project Architect/Engineer: Labella Associates  
300 State St. (Suite 201)  
Rochester, NY 14614-1098  
(585) 454-6110

Construction Manager: LeChase Construction Services, LLC  
300 Trolley Boulevard  
Rochester, New York 14606

Contact: Darren Yehl  
Phone: (585) 254-3510  
Fax: (585) 254-3871  
E-Mail: yehld@leCHASE.com

Pre-Bid Meeting: Date: **12/3/2009**  
10 am  
Photech Site  
1000 Driving Park Avenue  
Hard Hats, Safety Glasses, Work Boots, Cameras, and  
Flashlights are recommended

Attending the Pre-Bid Meeting is highly recommended

Bid Submission: *Bids must be submitted through the electronic sealed bid through Ariba on **12/17/09**. Contractors will also be required to fax the bid forms including the alternates and bid breakdown (All of the 0300 specification section) within 24 hours after the completion of the electronic bid event. The fax should be to the attention of **Guy Antetomaso at 585-254-3871**.*

Bid Guarantee: Not required for this bid package

Insurance Requirements: Insurance requirements are as listed in Specification Section 00850

Taxes: All bidders are advised that this project is a capital improvement project and all appropriate taxes should be included within all bid numbers.



November 10, 2009

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Communications: All communications regarding the plans and specifications for the above project shall be in writing and directed to:

LeChase Construction Services, LLC

Contact: Bill Schrouder

Phone: (585) 340-0710

Fax: (585) 340-0770

E-Mail: schrb@lechase.com

Any questions or clarifications should be addressed on the RFC Form at the end of this section.

Addenda: Any addenda issued prior to the bid time set forth in the Invitation to Bid will become part of the Contract Documents.

Obtaining Contract Documents: All contract documents for this bid package # 2 will be available through the website of Ariba. There are no other locations to obtain or view the documents.

Document Review: N/A

Requirements: All Bids shall remain firm and effective for forty-five (45) days from date of opening thereof.

END OF SECTION

**Bid Package: 2 – ACM Removal & Environmental Cleaning**

**Project:** Photec Site Clean Up

**1.01 General**

- A. Pursuant to and in compliance with your Invitation to Bid dated **November 10, 2009** and the information to bidders relative thereto and in accordance with the Contract Documents including any addenda issued by the Architect and/or Construction Manager, issued to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

hereby propose to furnish all plant, labor, materials, supplies, equipment and incidentals to complete all work for Bid Package Named 2- (ACM Removal & Environmental Cleaning) as required by and in strict accordance with the applicable provisions as set forth in the Specifications and Documents all to the satisfaction and approval of the *Owner, Architect and Construction Manager* in accordance with the terms and conditions of the Contract Documents for the following lump sum:

\_\_\_\_\_ dollars  
(\$\_\_\_\_\_)

- B. The undersigned hereby declare(s) that (he/she is) (they are) the only (person) (firm) interested in this bid; that it is made without connection with any other person or firm submitting a bid for the same contract; that the bid is in all respects fair and without collusion or fraud.
- C. The undersigned also declares (he/she has) (the firm has) carefully examined the Contract Documents in their entirety and are prepared to perform the work of the specific package.

**1.02 Time of Completion**

- A. It is agreed by the undersigned that upon receipt of a Notice to Proceed, he will start work immediately and fully complete all work as required by the Contract within the time frame indicated. Project Schedule is included in section 01311.

**1.03 Bid Security**

- A. No bid security is required for this project

**1.04 Change Orders**

- A. We propose and agree that the lump sum base bid shall be adjusted for changes in the Contract Work by addition of the following costs:
1. Profit and overhead for all work performed by the Contractors' own forces - 10%.
  2. Profit and overhead allowed to the Contractor for work done by their Subcontractors - 5%.

**1.05 Acceptance**

- A. Upon acceptance of this Proposal, the undersigned agrees to enter into a Contract with the Construction Manager/General Contractor as provided in the LeChase Standard Form of Agreement.

**1.06 Affirmation**

- A. The undersigned affirms and agrees that this Proposal is a firm Proposal which remains in effect and will be irrevocable for a period of forty-five (45) days after receipt of Bids.

**1.07 Type of Business**

- A. The undersigned hereby represents that it is a \_\_\_\_\_ (Corporation, Partnership, or an Individual). If a Corporation, then the undersigned further represents that it is duly qualified as a Corporation under the laws of New York State and it is authorized to do business in this State.

**1.08 Execution of Contract**

- A. When written Notice of Acceptance of the Proposal is mailed or delivered to the undersigned within forty-five (45) days after the receipt of Bids, or anytime thereafter should the Proposal not be withdrawn, the undersigned, within ten (10) days, will execute the Form of Agreement with the Construction Manager. The Form of Agreement shall be *LeChase's Standard Form of Agreement/AIA Document A401, Subcontract Standard Form of Agreement between Contractor and Subcontractor, 1987 Edition*, made a part of the Contract Documents by reference, and as amended by Specification Section 00810 Article 8.

**1.09 Addenda**

- A. Any addenda issued by the Architect and/or Construction Manager faxed, mailed or delivered to the undersigned prior to the Bid receipt date shall become part of the Contract Documents.

The Bidder shall enter on this list any addenda issued after this Form of Proposal has been received and shall fill in the addenda number and date.

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

**1.10 Affirmation of Proposal**

- A. All bid documents and addenda issued by the Architect and/or Construction Manager posted on the Procurement website, faxed, mailed, or delivered to the undersigned prior to the Bid receipt date shall become part of the Contract Documents.

Dated: \_\_\_\_\_

Legal Name of Person, Partnership or Corporation

By: \_\_\_\_\_

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

END SECTION

**Bid Package: 2 – ACM Removal & Environmental Cleaning**

**Project** Photec Clean Up Project

**1.01 Alternates**

- A. We agree to adjust the amount of our Lump Sum Base Bid, if any or all of the following Alternatives are accepted by the Owner.

**See Section 01030 for complete outline of the scope of work**

**ALTERNATE #1 - Performance Bond.** Subcontractor shall furnish to the Owner/Construction Manager, a Performance and Payment Bond (on AIA document A312) for all work, if requested. These bonds will meet the requirements as stated in the Invitation to Bid/Instructions to Bidders. (This alternate must be completed for consideration of bid.)

(ADD)\_\_\_\_\_dollars

(\$\_\_\_\_\_)

**ALTERNATE #2 – Do not remove building #3 ACM roofing/flashing.** Subcontractor to omit all work associated with ACM roofing/flashing on building #3 (Garage).

(ADD/DEDUCT)\_\_\_\_\_dollars

(\$\_\_\_\_\_)

**ALTERNATE #3 – Do not remove building #5 ACM roofing/flashing.** Subcontractor to omit all work associated with ACM roofing/flashing on building #5 (Boiler House).

(ADD/DEDUCT)\_\_\_\_\_dollars

(\$\_\_\_\_\_)

**ALTERNATE #4 – Do not remove building #6 ACM roofing/flashing.** Subcontractor to omit all work associated with ACM roofing/flashing on building #6 (Stationary Engineers Office).

(ADD/DEDUCT)\_\_\_\_\_dollars

(\$\_\_\_\_\_)

**ALTERNATE #5 – Do not remove building #11 ACM roofing/flashing.** Subcontractor to omit all work associated with ACM roofing/flashing on building #11 (Chem. Lab).

(ADD/DEDUCT)\_\_\_\_\_dollars

(\$\_\_\_\_\_)

**ALTERNATE #6 – Do not remove building #12 ACM roofing/flashing.** Subcontractor to omit all work associated with ACM roofing/flashing on building #12 (Subcoat Building).

(ADD/DEDUCT)\_\_\_\_\_dollars

(\$\_\_\_\_\_)

**B. Voluntary Alternates**

ALTERNATE #1: VOLUNTARY ALTERNATE - \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(ADD/DELETE) \_\_\_\_\_ dollars

(\$ \_\_\_\_\_ )

ALTERNATE #2: VOLUNTARY ALTERNATE - \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(ADD/DELETE) \_\_\_\_\_ dollars

(\$ \_\_\_\_\_ )

END SECTION

**Bid Package: 2 – ACM Removal & Environmental Cleaning**

**Project: Photec Clean Up Project**

**1.01 Base Bid Breakdown** – Please use this section to demonstrate how it is intended to allocate funds for labor, materials, equipment, subcontractors, and other costs associated to the various job tasks as per the base bid.

Asbestos Abatement Labor:	\$_____00
Asbestos Abatement Materials:	\$_____00
Asbestos Abatement Equipment:	\$_____00
All Environmental Cleaning Labor	\$_____00
All Environmental Cleaning Materials:	\$_____00
All Environmental Cleaning Equipment:	\$_____00
All Demolition Labor	\$_____00
All Demolition Materials:	\$_____00
All Demolition Equipment:	\$_____00
ALL Disposal Costs:	\$_____00
Subcontractors	\$_____00
Other Costs	\$_____00
<b>TOTAL BASE BID PRICE</b>	<b>\$_____00</b>
<b>TOTAL ESTIMATED MAN HOURS</b>	<b>_____ HRS</b>

**1.02 Unit Prices and Labor Rates**

- A. **Unit Prices:** For work to be supplied or omitted at the price rate stipulated herein should the volume of work be increased, the following unit prices will be established as the limitations for such items of work, and lump sum unit prices shall include profit, overhead costs, material, labor and services of each and everything necessary or required to complete the work in accordance with the Specification requirement for the like work in kind, quality and function.

No Unit Prices for work covered under this bid package # 2

- B. Labor Rates:** The following hourly rates are provided for extra work. These rates are inclusive of labor, all fringe benefits, payroll tax and insurances and overhead and profit amounts. If utilized, no additional charges surcharges or percentages will be allowed in connection with labor.

Trade	Hourly Rate Straight Time	Overtime	Double Time
Project Manager	_____	_____	_____
Superintendent	_____	_____	_____
Foreman	_____	_____	_____
Tradesperson	_____	_____	_____
Tradesperson	_____	_____	_____
Tradesperson	_____	_____	_____
Tradesperson	_____	_____	_____
Shop Labor	_____	_____	_____
Start-Up & Commissioning	_____	_____	_____

Provide attachment for additional trade categories if necessary

### 1.03 Subcontractors

- A. We are furnishing the following information relative to subcontractors that are to be utilized in the performance of this work scope. The dollar values shown are *included* in the base bid and any breakdown which may be included in this Form of Proposal.

<i>Subcontractor</i>	<i>Description of Work</i>	<i>Dollar Value</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

### 1.04 M/WBE Utilization Summary

<i>Contractor and Type</i>	<i>Description of Work</i>	<i>Dollar Value</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**END SECTION**



November 10, 2009

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**1.01 Standard Form of Agreement**

- A. Refer to the attached LeChase Construction Services, LLC Subcontractor Agreement Form.
- B. This agreement will also reference the agreement between the City of Rochester, LaBella Associates and LeChase Construction.

END OF SECTION

**Bid Package: 2 – ACM Removal and Environmental Cleaning**

**Project:** Phototech Site Clean Up

**PART 1 - GENERAL**

**PART 1 - GENERAL**

**1.01 Work Covered by Contract Documents**

- A. Work of this Contract is comprised of drawings and specifications submitted with bid package # 2 and summarized within this specification section.
- B. Work of this contract includes all work associated with Asbestos Abatement, Environmental Cleaning and the Disposal of all Hazardous Materials and Non-Hazardous Materials generated.
- C. Contractor to adhere to all applicable State and Federal Regulations including but not limited to NYS ICR 56 and the attached site specific variance.
- D. Attendance at the pre-bid meeting is "highly" recommended. See section 00100 for details.

**1.02 Contract Method**

- A. Construct the Work under a single fixed price Contract through LeChase Construction.

**1.03 Bid Package Summary of Work**

- A. Work of Bid Package # 2 Asbestos Abatement and Environmental Cleaning Work consists of:
  - 1. Contractor to remove all asbestos containing materials and hazardous materials per all state and federal regulations, and per the contract specifications/drawings. See the Labella pre-demolition survey, abatement scope/drawings, and 02051 section as a reference (included as a part of this bid package #2).
  - 2. Contractor is to perform all interior soft demolition for the entire building complex. In addition to removing all ACM, and hazardous materials, the contractor will be responsible for stripping all interior, non-structural materials that cannot be crushed with the buildings. This includes but is not limited to all fiberglass, wood, plastic, drywall, plaster, foam, carpet, furniture, fixtures, wiring, etc. Certain large structural fixtures/equipment (including winding machines in B12/17, drying racks in B 12/17, boilers, tanks, structural components bolted down, structural steel) will be left in place for the demolition contractor. Upon completion of this scope, the contractor will leave the interior of the buildings fully gutted with only block, brick, glass, steel, and/or concrete remaining.
  - 3. Due to continued ACM disturbance over the years, certain areas of the property have been deemed "contaminated". In these areas, it is the contractor's responsibility to treat all debris, and all non-cleanable building systems as friable ACM. These areas must be cleaned per code rule 56, and all debris must be disposed of as friable RACM.
  - 4. All standing water and puddles in the contaminated areas (per the LaBella Survey) must be treated as contaminated with Friable Asbestos and disposed of as RACM. Please note that this includes the water in the basements and in the tunnels.
  - 5. The contractor's work under this scope is not complete until all items scheduled for removal have been removed and verified by LeChase/Labella. These items include all ACM per the asbestos survey, hazardous materials identified in the 02051 spec, and all non-crushable materials listed and described in this section.
  - 6. The contractor for bid package #2 has reclamation rights for all decontaminated, non structural metal generated on this project. See bullet #2 above for detail regarding certain large structural fixtures/equipment that will be left in place for the demolition contractor.
  - 7. Total asbestos locations and quantities outlined by the Labella survey are for reference only. Verification of the total quantities is the sole responsibility of each contractor, prior to submitting their bid.
  - 8. All personnel on the project must have a 10 or 30 hour Construction OSHA Training certificate.
  - 9. All contractors must review the HSE requirements document which is included with this bid package documents. All work must conform to safety and hazardous assessments documents. Contractors are to review and submit specific work plans as outlined.
  - 10. It is the responsibility of this contractor to protect his or her workers from any falling materials or

debris that may be encountered throughout the work related to this project. There are bricks at parapets and other building materials that are loose throughout the project that may or could fall.

11. Temporary facilities for work under this bid package including but not limited to lighting, water and power are the contractor's responsibility for this bid package # 2 and all costs associated with such is included within the base bid.
12. Temporary power and water are available at building #11 and the guard shack next to building #11 for this work. Any additional generators or electrical requirements necessary to execute the work are the sole responsibility of the contractor for this bid package # 2. All work shall meet or exceed state and federal regulations.
13. Power will be provided into building #11 via a panel on the wall. The contractor is responsible for providing all other power and connections to this panel as required for their work from this panel to any point of need. All work is to be performed by a licensed electrician.
14. Water (hose bibs) will be provided in the guard shack at the southwest corner of building #11. The contractor is responsible for providing all other water and connections as required for their work from the guard shack to any point of need. The contractor is also required to de-ice work areas and surrounding areas to make them safe for his or other personnel.
15. Any equipment or delivery trucks including dumpsters necessary for the work under this bid package includes traffic control both into and out of the work zones. Flagmen necessary to maintain traffic control and safety is the responsibility of the contractor for this bid package # 2
16. Abatement and Cleaning of buildings shall progress in a north to south direction. This contractor will need to coordinate all work with the demolition and silver recovery contractor who will also be performing their work at similar times, also in a north to south progression.
17. This contractor shall not disturb the silver rich recovery system area along the east side of the buildings. Work related to the silver rich recovery system shall be performed under a separate bid package possibly occurring at the same time as demolition and asbestos abatement and environmental cleaning.
18. Snow removal shall be by the construction manager in areas shown on LaBella's site plan. This contractor is responsible for any other snow removal required to access their work areas in order to perform their work.
19. This contractor is also responsible for cleaning, separating and loading all debris. Debris to be identified and tracked through waste manifest identifications as outlined by the **preapproved disposal facilities** being utilized:

Local Waste Management Facilities: Mill Seat, High Acres, Model City, Ontario  
EQ Facilities: Michigan Disposal, Inc. 49350 North I-94 Service Drive Belleville, Michigan  
48111 EPA ID #: MID 000 724 831 , Wayne Disposal, Inc. 49350 North I-94 Service Drive Belleville, Michigan 48111 EPA ID #: MID 048 090 633

Submit all waste profiles to the construction manager for approval prior to removing ANY debris from the site.

20. Any metal materials desired to be sold for cash may be done so at a registered facility only. All metals must be properly cleaned and approved by the project monitor prior to removal from a regulated asbestos work area. Any proceeds from the recycled materials become the property of the contractor for this bid package # 2
21. All materials that are to be disposed of shall be done so properly per State and Federal regulations. ALL disposal required from the generation of debris caused by work of this bid package is included within the base bid. The base bid is to include disposal of all non-crushable materials (interior).
22. **Please note that this is a State and Federally funded project and ALL work is to be performed utilizing prevailing rates.**
23. Immediately remove un-contaminated items to be salvaged by Contractor from the site. Do not store Contractor salvaged items at the site nor offer for sale or sell salvaged items at the site. Salvaged items can only be sold as scrap and not for reuse. Identifiable scrap to be rendered inoperable before transport off-site.
24. All transportation, coordination, and disposal of debris is the responsibility of the contractor for bid package #2, and all costs are to be included within the base bid. Contractor is responsible for cleaning, separating and loading all debris. All waste must be delivered to a City of Rochester approved landfill. See attached list for details.
25. The only additional cost impacting changes to the contract value for abatement or environmental cleaning are unknown or hidden asbestos containing materials that are found during the progression of work.

26. Sampling data and sampling location maps that are provided with the survey and are to be used for reference only. Interpretation and modification of these documents can only be made by LaBella Associates.
27. All ACMs are to be removed from their substrate unless otherwise specified at bid time in the form of a voluntary alternate. All means, methods and manpower to access and remove ACM is the responsibility of the successful contractor for this bid package.
28. Asbestos scope of work/abatement plans must be written and signed by a NYSDOL/EPA Certified Project Designer. Asbestos scope of work plans shall include but not be limited to the following; a list of materials to be removed per enclosure, OSHA classification and size of project, portion of the code rule being utilized for each enclosure, projected locations of decontamination units, critical and isolation barriers, negative pressure equipment exhaust locations, and dumpsters, projected area of enclosure in ft<sup>2</sup> & ft<sup>3</sup> with negative pressure equipment calculations. A map of the projected set-up indicating all of the above. These work plans will then be reviewed and approved by a third party Certified Project Designer prior to establishment of any regulated abatement work area. An acceptable example of an asbestos scope of work shall be provided within this package.
29. Emergency evacuation procedures per enclosure, to be established at the onset of each enclosure and posted on the Decontamination Unit. If the decontamination unit is remote the evacuation procedures need to be posted at the entrance/exit to the regulated abatement work area.
30. Updated exposure assessments to reflect current removal operations for that enclosure, this is also to be posted on the Decontamination Unit.
31. Contractors are to provide copies of project documentation upon request. This includes; but not limited to personal cassette data and environmental data.
32. Prior to the contractor's mobilization the contractor is responsible to provide documentation as follows:
  - a. Provide a current copy of the Company's asbestos handling license. If the expiration date of the asbestos handling license occurs during the abatement phase of the project. The contractor is required to provide the new and current asbestos handling license prior to the expiration date. No asbestos abatement is to occur without a valid and current asbestos handling license.
  - b. Provide Proof of completion of training for all personnel including handlers and supervisors who area going to be working on the site. Copies of most recent DOH 2832 forms. All documentation must be on site and copies available to the construction manager. Training for all types of asbestos handling certificates shall meet the requirements established by the New York State Department of Health.
  - c. Provide copies of NYSDOL Asbestos Certifications for all personnel including handlers and supervisors who area going to be working on the site. All documentation must be on site and copies available to the construction manager. No asbestos contractor shall engage in or permit a person employed by the asbestos contractor to engage in or supervise work on an asbestos project unless each such person has a valid asbestos certificate issued by the commissioner appropriate to the work performed by such person on an asbestos project as defined by code rule 56. Asbestos Handling Certificates or a copy thereof shall be in the possession of any person employed by the asbestos contractor at all times while on an asbestos project.
  - d. Provide copies of NYSDOL Asbestos Certifications for project designers who are developing the asbestos abatement work plans for the project.
  - e. Copies of all supervisors and handlers respirator fit tests and medical clearance documentation (respirator use determination form) for wearing a respirator. All documentation must be on site and copies available to the construction manager
  - f. The contractor will be asked to see his/her respirator training documentation, and documentation of medical approval for wearing respirators. All documentation must be on site and copies provided to the construction manager.
  - g. Copies of all required permits, EPA Notifications and state required notifications including a copy of the cancelled check from the state. All documentation must be appropriately (according to any applicable regulations; including but not limited to NYS code rule 56) posted on site and copies to the construction manager, 14 days prior to the commencement of any work.
  - h. Contractor must provide a copy of a detailed site specific quality assurance and safety programs. Daily safety and work review meeting is required with the site representative.
  - i. Signed and approved HSE plan for their specific scope of work. Each employee must review and understand the HSE plan including signing the plan. No work will be allowed to commence without an approved HSE plan, signed VWeis contract and proper insurance certifications.

33. Dismantling of the Regulated Abatement Work Area shall not occur until after an acceptable final project monitor visual inspection and receipt of acceptable clearance air monitoring results have been achieved (if necessary). The abatement contractor must receive approval from LCS asbestos team at the conclusion of each regulated asbestos abatement work area prior to dismantlement of the regulated abatement work area.
34. After the dismantling of the regulated work area the on-site supervisor shall perform a visual inspection of the area. This visual inspection shall be performed consistent with 56-9.3(c) of Industrial Code Rule 56. After completion of the visual inspection the contractor's supervisor shall conduct a walkthrough of the dismantled regulated abatement work area with the on-site project monitor to confirm that the scope of work has been completed. The results of the inspection shall be noted in the contractor's daily log book and the project monitors logbook.
35. Contractor is required to follow EPA NESHAP requirements for the disposal of all asbestos waste generated through Corning Asbestos/Lead services.
  - j. Separate labels per bag or item provided by contractor.
  - k. Itemized list per job per container
  - l. EPA waste manifest per container.
36. All air monitoring, project monitoring, and bulk material testing will be done by a 3rd party and shall not be included within the base bid. All costs for sampling, monitoring and associated labor which is a result of poor abatement practices will be back charged to the abatement contractor accordingly.
37. All contractors must bid to Code Rule 56 with no deviations for the base bid price. Please use the voluntary alternate section for any contractor variance ideas that may be more economical. All site-specific variance ideas will be evaluated by LeChase prior to acceptance or rejection of a voluntary alternate. LeChase will contract a 3<sup>rd</sup> party Asbestos Project Designer to submit all variance requests and amendments.
38. Please note that any and all materials, equipment and construction obstructing the path to remove the ACM, is the responsibility of the abatement contractor.
39. Please note that any materials removed to access the asbestos abatement and environmental cleaning work area shall be managed to the appropriate dumpsters and not left for anyone else to manage. The contractor has no reclamation rights for any metal/salvage items.
40. Contractor to provide all personal air monitoring, as required by Federal and State regulations. Contractor to provide pumps and cassettes for personal air monitoring. The contractor will make analytical available within 72 hours of sampling.
41. In the event that elevated air sample results are reported on your jobsite, an investigation will take place to determine the cause of the elevated air samples. TEM analysis will be performed on all "outside" samples to ensure that there is no airborne asbestos leaving your regulated abatement work area. All costs incurred by monitoring and analysis that is the result of the activities on your project will be reported to the LCS Project Manager and will be back charged accordingly. All procedures indicated in subparts 56-7.1(d), 56-8.1(b)(2), or 56-9.2(b)(2), depending on the phase of the project you are working on, shall be followed.
42. All Final Visual Inspections must be scheduled to commence after the supervisor's visual inspection, the appropriate waiting/settling periods and stages of cleaning have occurred. The asbestos abatement contractor shall provide the project monitor with a written scope of work for each enclosure/regulated abatement work area prior to the start of the final visual inspection. The asbestos abatement work plan created and approved by a NYSDOL/EPA certified project designer shall be an acceptable work plan to provide to the project monitor.
43. The supervisor for the Abatement firm must be present for all visual inspections and should have asbestos abatement workers present for spot cleaning during the visual inspection. The contractor is to provide the project monitor with ladders, lifts or any other means to access areas of abatement in order to perform the visual inspection as required by industrial code rule 56,(56-7.2(j)). Project Monitoring inspections must be scheduled between 7am and 3:00 pm M-F, with 48 hours advance notice required. Any exceptions to this must be approved by LeChase Construction.
44. Contractor must coordinate all project monitoring and air monitoring requirements. A written request and schedule must be provided weekly. Successful contractor to supply all testing equipment.
45. Project close-out package is to be delivered within 30 business days from end of the project. The
  - a. package must include all items that are outlined in the submittal section (see below, section F) , and
  - b. Code Rule 56-3.4 a (1) & (2). Two hard copies, along with an 2 electronic copies (on CD) must be
  - c. delivered within 30 business days of demobilization.

#### 1.04 Contract Documents

A. The Contract Documents consist of:

1. Specifications

**Division 0 - Bidding and Contract Requirements**

00100	Invitation to Bid Dated
00100B	Contractor HSE Pre-qualification Program
00100C	Rules of Engagement for E-Bid Procurement Process
00200	Instructions to Bidders
00300A	Form of Proposal – Base Bid
00300B	Form of Proposal – Alternates
00300C	Form of Proposal – Breakdown and Unit Prices
00700	Form of Agreement (LC or Vweis Standard Subcontract Agreement or AIA Contract)

**Division 1 and 2 - General Requirements and technical specifications**

01010	Summary of Work for Project
01027	Application for Payment
01030	Alternates
01040	Project Coordination
01066	Electrical Codes
01200	Project Meetings
01300	Submittals
01311	Project Schedule
01400	Quality Control
01502	Temporary Construction Facilities
01518	Temporary Fire Protection
01531	Barricades
01561	Noise Control
01569	Construction Cleaning
01570	Traffic Regulation
02051	Waste Collection and Decontamination

Asbestos & Environmental Pre-Demolition Survey  
Project Safety Requirements  
Demolition Equipment Requirements  
HSE requirements document  
LCS Subcontract Agreement

Division 0, 1 and 2 requirements are the responsibility of each Contractor unless specifically stated to be provided by Construction Manager/General Contractor or a particular Bid Package Contractor. All other referenced specification sections within the sections listed above are part of the contract documents.

#### 1.05 Work Sequence

A. Construct Work in strict accordance with the attached construction schedule or as required supporting the construction manager's overall schedule as provided in section 01311.

**1.06 Contractor's Use of Premises**

- A. Coordinate use of the premises under the direction of the Construction Manager/General Contractor.
- B. Assume full responsibility for the protection and safety of personnel and property at the work site.

**1.07 Owner Occupancy**

- A. All work adjacent to occupied areas must be closely coordinated with the Construction Manager
- B. Excessive noise or dust to the occupants of the Erie Harbor Towers (North) must be controlled at all times to not impact the health and welfare of the residents.

**PART 2 - PRODUCTS/MATERIALS**

- 2.01** Any changes to the material specified in the drawings or specification manual will require the approval prior to use.

**PART 3 – EXECUTION**

- 3.01** Contractors are to review the construction schedule. It establishes the limitations for the start and completion of the project. It is not intended to be all encompassing of individual items required to complete the project on time. Contractors will be required to support the construction manager's overall needs in completing the project on time. All costs necessary to meet the schedule is included within the base bid price.

END OF SECTION

# LeCHASE CONSTRUCTION SERVICES, LLC

## SUBCONTRACT

300 Trolley Boulevard, Rochester, New York 14606  
(585) 254-3510 Fax (585) 254-3871

COMPANY	JOB #	VENDOR	VENDOR #	COST CODE	CONTRACT #
01				- - -	

This Contract, made this day of \_\_\_\_\_ between \_\_\_\_\_ ("Contractor") and \_\_\_\_\_ ("Subcontractor"),  
whose address is: \_\_\_\_\_

### WITNESSETH:

WHEREAS, Contractor has entered into a contract dated \_\_\_\_\_ ("The Prime Contract")  
with \_\_\_\_\_ ("Owner"), pertaining to the construction of  
\_\_\_\_\_ ("Project"), pertaining to the plans and specifications prepared by or at  
the direction of \_\_\_\_\_ ("Architect"); and WHEREAS, Contractor and Subcontractor desire to  
enter into this Agreement for Subcontractor's performance of a portion of the work called for by Prime Contract.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and  
sufficiency of which is hereby expressly acknowledged, the parties agree as follows:

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents are defined in the Terms and Conditions of the Contract, which are attached hereto and  
incorporated herein by reference for all purposes.

### ARTICLE 2 THE WORK

Subcontractor shall furnish all labor, materials, fuel, equipment, tools, machinery and supplies, perform all work and do  
all things necessary to complete the following requirements of the Contract Documents:

Subcontractor shall complete its work by \_\_\_\_\_; time is of the essence.

### ARTICLE 3 THE CONTRACT SUM

Contractor shall pay Subcontractor for the performance of the Work, subject to additions and deductions by change order  
as provided in the Contract Documents, the total sum of \$ \_\_\_\_\_ (the "Contract Sum"), in accordance with the  
attached terms and conditions.

### ARTICLE 4

Both parties have read and understand this Contract and all documents incorporated by reference have been made  
available for Subcontractor's review. This Contract (including all documents incorporated by reference) constitutes the entire  
Contract Agreement, and supersedes all prior proposals and agreements. The Contractor assumes no responsibility for  
representations made by any of its officers or agents or any other persons during or prior to the execution of this Contract unless  
such understanding or representations are expressly stated herein. No provision of this Contract may be waived or changed except  
in writing by an executive officer of the Contractor.

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

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

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

Phone:

Fax:

pds



Rev. 10/23/08

**TERMS AND CONDITIONS**

**Administrative Requirements**

1. Subcontractor may not commence any work hereunder, without first furnishing the following:
  - (i) A fully executed copy of this Subcontract Agreement.
  - (ii) Proof satisfactory to LeChase that Subcontractor has procured all required insurances.
  - (iii) Material safety data sheets, as required by State or Federal Law, for all hazardous substances to which any person performing the subcontract work may be exposed in the course of such work and/or which subcontractor reasonably expects to cause to be brought on to the work site.
  - (iv) For public work, proof that prevailing rates have been posted as required by law.
  - (v) For public work, proof satisfactory to LeChase that all workers on site have received OSHA 10-hour course certification.
  - (vi) Such other reports, forms, certifications, lien waivers and other documents or records required by the Owner, the Contract Documents, LeChase or by law, with such frequency as is specified or as requested by LeChase.
2. Subcontractor shall not be entitled to any payments unless and until it furnishes, and keeps current, in forms satisfactory to LeChase, the following:
  - (i) A fully executed copy of this Subcontract Agreement.
  - (ii) Subcontractor payment and performance bonds, if required, for all work to be performed hereunder.
  - (iii) For all contracts involving public work a verified statement from the Subcontractor and each of its first and second tier sub-subcontractors, in compliance with New York State Labor Law 220-a, attesting that the Subcontractor and each sub-subcontractor has received and reviewed a copy of the schedule of wages and supplements specified in the Prime Contract Documents (or any applicable schedule subsequently issued) and agreeing that it will pay the applicable prevailing wages and supplements specified therein.
  - (iv) For contracts involving public work, weekly certified payrolls as requested by LeChase.
  - (v) If Subcontractor employs or expects to employ union-affiliated labor, an affidavit from every associated employee benefit trust or fund as requested by LeChase, verifying that payments on account of persons employed in the subcontract work are current.
  - (vi) A safety plan and a quality control plan specific to the work of this Subcontract, regardless of by whom it will be performed.
  - (vii) A list of all subcontractors and vendors to be employed in the Work, and of all benefit funds for any employees who may perform any of the Work on forms satisfactory to LeChase.
  - (viii) Such other reports, forms, certifications, lien waivers and other documents or records required by the Owner, the Contract Documents, LeChase or by law, with such frequency as is specified or as requested by LeChase.
3. Subcontractor agrees to comply with the EEO/Affirmative Action Policy of LeChase Construction and agrees to comply therewith in connection with the work of this subcontract. Subcontractor also agrees to comply with all non-discrimination, equal employment opportunity and affirmative action (including MBE and WBE utilization, if required) obligations imposed by law or by the Contract Documents.
4. Any other provisions required by the Prime Contract Documents or by law to be included herein are incorporated by reference as if fully set forth.
5. EACH EMPLOYEE ON A WALKING/WORKING SURFACE WITH AN UNPROTECTED SIDE OR EDGE WHICH IS SIX FEET OR MORE ABOVE A LOWER LEVEL SHALL BE PROTECTED FROM FALLING BY THE USE OF GUARDRAILS, SAFETY NETS, OR PERSONAL FALL ARREST SYSTEMS. THIS APPLIES TO OPEN SIDED FLOORS, IT DOES NOT APPLY DURING THE CONNECTION OF STEEL OR ERECTION OF WOOD FRAME DECKS AND WALLS UNLESS OTHERWISE REQUIRED BY OSHA OR OTHER APPLICABLE SAFETY CODE.



6. ALL PERSONNEL WORKING/VISITING ON SITE ARE REQUIRED TO WEAR HARD-HATS AND SAFETY GLASSES. FAILURE TO COMPLY WITH THIS REQUIREMENT IS CAUSE FOR REMOVAL FROM THE SITE.
7. This Subcontract shall be effective when signed by both LeChase and Subcontractor, or upon Subcontractor commencing or continuing subcontract work, including submittals, following receipt of a copy of this Subcontract signed by LeChase. No attempted modifications shall be effective unless initialed by an executive officer or Project Executive of LeChase.

#### Scope of Work

8. The Subcontract shall consist of this Agreement, any attachments, all bid conditions and/or specifications and provisions of LeChase's contract with the Owner, that pertain to the work of the Subcontract, all of which are made a part hereof and are incorporated by reference. The Subcontractor shall assume toward LeChase all the obligations and responsibilities that LeChase assumes towards the Owner, except as otherwise expressly provided in this Subcontract. To the extent there are inconsistencies between this Subcontract and any other contract document this Subcontract shall control.
9. The Subcontractor warrants that all materials and equipment furnished hereunder and incorporated by him in the Project shall be new and that all work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All incidental work reasonably necessary to complete this Subcontract shall be done by Subcontractor notwithstanding the same may have been omitted from the plans and specifications.
10. Subcontractor shall perform all work in strict compliance with the Contract Documents and applicable building codes, and to the satisfaction of the Architect, Owner and LeChase. Subcontractor shall be bound to all determinations of the Architect and Owner concerning the Subcontract work to the same extent as LeChase is so bound, and shall promptly complete, repair or replace, at its own expense, any work found not to be compliant.
11. No substitutions shall be made except in strict compliance with the Contract Documents and only after receipt of all required approvals. Requests for substitutions shall be at Subcontractor's expense and not delay the progress of the work of any contractor on the Project. Subcontractor shall not be entitled to additional compensation for the use of any specified product, manufacturer, quality assurance or product grade. Subcontractor shall promptly furnish such certifications, tests and reports as may be required to demonstrate that materials comply with contract requirements.

#### Performance

12. The Subcontractor shall immediately issue all required purchase orders and shall promptly submit shop drawings, product data, samples and similar submittals in such manner and such number as required by the Contract Documents and shall do so in such sequence as not to delay the work of any other contractor. All approvals of submittals are general only and will not excuse the Subcontractor from the other requirements of the Contract Documents, including those pertaining to substitutions; and those pertaining to correction of defective, incomplete or non-compliant work.
13. The Subcontractor shall, after notice to proceed by LeChase, commence work at such points as LeChase may designate and continue diligently in the performance of the work. Subcontractor shall progress and coordinate all of its material deliveries, submittals and work with all other project work so as to enable LeChase to obtain the speediest possible completion of the Project and in accordance with LeChase's most current project schedule. Subcontractor shall employ sufficient labor and work sufficient hours or shifts so as not to hinder or delay the actual progress of LeChase or other subcontractors and in any event, shall complete the several portions and whole of the subcontract work in accordance with all specified milestones and completion dates, and at such times as will enable LeChase to fully comply with the terms of the Contract Documents. Time is of the essence. Subcontractor shall be liable for any liquidated or other damages assessed against LeChase by Owner as a result of Subcontractor's failure to prosecute the work diligently, and such amounts may be back-charged against the Subcontract Amount.
14. Subcontractor shall promptly pay all wages and supplements (at prevailing rates when required) and shall pay for all lienable labor and materials when due. Subcontractor shall receive and apply all payments received hereunder in trust for those furnishing, labor, materials or equipment in performance of this Subcontract, including sub-subcontractors who perform any portion of such work, before they are used in any other manner. LeChase may contact Subcontractor's employees (or their representatives) and vendors to insure that they are being paid promptly by the Subcontractor. If LeChase has reason to believe that any obligations incurred in connection with this Subcontract are not being paid when due, LeChase may, upon notice to Subcontractor, take any steps LeChase deems necessary to assure that future payments are utilized to pay such obligations including, but not limited to, the issuance of joint checks.

If upon receipt of such notice the Subcontractor does not either supply proof satisfactory to LeChase that no such obligations are owed or post acceptable security indemnifying Owner, LeChase and LeChase's surety against claims for such obligations, then LeChase may withhold from future payments an amount sufficient to protect the Owner, LeChase and LeChase's surety from any and all loss, damage or expense including attorneys fees occasioned by such claims. Subcontractor shall also comply with federal, state and local tax laws, social security acts, labor laws, unemployment compensation acts and workmen's compensation acts as applicable to the performance of this Subcontract, and shall to the extent permitted by law, indemnify LeChase and Owner from any claims, costs, damages, or liability incurred, including attorney's fees, as a result of Subcontractor's failure to so comply.

15. In the event that a Notice of Lien is filed by any person for labor or materials furnished in connection with the Subcontract work, Subcontractor shall discharge such lien within 15 days of demand by LeChase; otherwise LeChase may take such steps as it deems necessary to discharge such lien, and all LeChase's expenses, direct or indirect including reasonable attorneys fees, shall be borne by Subcontractor and back-charged against the Subcontract Amount. All costs, liabilities or expenses, including attorneys fees that LeChase incurs by reason of any claim of nonpayment for labor, materials or equipment furnished in connection with the Subcontract work shall be borne by Subcontractor and back-charged against the Subcontract Amount.
16. The Subcontractor shall verify all field dimensions for all materials and work to be performed hereunder prior to fabrication, the proper fitting of its work with that of other work to be Subcontractor's sole responsibility. LeChase assumes no liability for any loss or damage to Subcontractor's tools, equipment or labor, whether incorporated or not incorporated into the work. Subcontractor shall provide at its sole expense all temporary offices, sheds, tools, telephones, equipment, temporary heat, temporary lights, temporary power, and other equipment or utility required in the performance of its work.
17. All materials shall be adequately protected from damage during shipment, storage and installation by protective coverings and in conformance with Contract requirements. Subcontractor agrees to afford all others employed on the site the opportunity for the storage, introduction and installation of their work and the Subcontractor shall do nothing which will interfere with the coordination of its work with work of all others. If in LeChase's opinion conditions require accessibility to an area occupied by Subcontractor's materials, equipment or facilities, they shall be moved at once by Subcontractor at Subcontractor's expense to an area approved by LeChase.
18. In carrying out its work, the Subcontractor shall take all necessary precautions to protect properly its own work and the work of all other trades from damage caused by its operations. In addition, Subcontractor shall sequence, coordinate and protect its work so as to prevent weather damage and water intrusion (as well as attendant mold growth) to its own work and materials and the work and materials of others. Subcontractor shall be responsible for all costs, including testing, remediation and repair, caused by any breach hereunder, and shall defend and indemnify LeChase against all claims and liabilities arising from any breach except to the extent caused by LeChase's own negligence.
19. Subcontractor shall at all times keep the worksite and adjoining premises clean of debris arising out of Subcontractor's work, promptly remove all such debris from the job site and leave all areas of work neat and clean from rubbish, surplus materials, tools and equipment. LeChase may, upon reasonable notice, remedy any failure to perform hereunder and back-charge the cost thereof against the Subcontract Amount.
20. Subcontractor shall comply with all applicable federal, state, and local laws, rules, regulations and standards including those under Occupational Safety and Health Act (OSHA) shall perform its work safely, consistent with the most recent version of LeChase's Safety Manual and any applicable site-specific safety program. Before commencing its Work, and as requested by LeChase, Subcontractor shall furnish a safety plan and a quality control plan specific to the Work of this Subcontract. The Subcontractor shall immediately communicate verbally to LeChase any injury to any person performing the work of this Subcontractor at the site and follow up within 24 hours by written report. Subcontractor shall, to the extent permitted by law, defend and indemnify LeChase against all claims, costs, damages, or liability arising on account of Subcontractor's actions or neglect in the performance of this Subcontract, including but not by way of limitation, OSHA fines, penalties and attorney's fees.
21. Subcontractor shall not use or permit others to use any scaffold, ladders, lifts or other equipment or tools owned or leased by LeChase except with LeChase's consent. By using or permitting others to use any LeChase-owned or leased equipment or tools, Subcontractor represents that it has independently confirmed the safety and adequacy thereof, and that such use shall comply with all applicable safety requirements. To the extent permitted by law Subcontractor shall defend and indemnify LeChase against all claims, costs, damages or liability arising out of Subcontractor's or its licensee's use of such equipment or tools. The insurance required by this Subcontract shall apply to Subcontractor's or its licensee's use of any LeChase owned or leased equipment or tools.
22. The Subcontractor shall secure and pay for all permits, fees and licenses necessary for the execution of the Work of this Subcontract and shall cooperate with any testing agency engaged by LeChase and/or Owner to perform services in connection with the material



furnished and work performed pursuant to the terms of this Subcontract. Subcontractor shall provide necessary samples for testing at its sole cost and expense.

23. Subcontractor agrees to employ only such labor as will not delay or interfere with the speedy and lawful progress of the Project and as will be acceptable to and work in harmony with all other workers on the construction site or engaged in the Project. Subcontractor shall continue with the prompt and diligent performance of the work hereunder notwithstanding the occurrence of any labor dispute at the site of construction. Subcontractor will indemnify LeChase from and against any claims, costs, liability or damage, including attorneys fees, occasioned by its failure to comply with the requirements of this paragraph, and this obligation shall not limit LeChase's other rights or remedies for breach under this Subcontract.

#### **Payment**

24. LeChase shall pay Subcontractor for satisfactory performance of Subcontractor's work the Subcontract Amount subject to additions and deductions by written change order. Subcontractor agrees such amount is inclusive of all applicable scaffolding, hoisting, tests, inspections, permits, implements, equipment, transportation, cartage, bonding, guarantees, insurance, taxes and future wage and price increases unless otherwise provided in this Subcontract.
25. LeChase shall pay the Subcontractor progress payments to the extent and with such frequency as LeChase receives such payments from the Owner. (Payment for materials or equipment suitably stored at the site or elsewhere shall be made only to the extent allowed and paid by the Owner.) Such payments will be made by LeChase within 30 days after being paid for the work by Owner and will equal the value of the work done by the Subcontractor according to Owner's estimate at applicable unit prices or a percentage of total completion, whichever is applicable, less the sum of previous payments and less ten percent retainage; provided that if Subcontractor is indebted to LeChase or anyone else for cash advances, labor, supplies, materials, equipment, rental or other proper charges and/or back-charges against the work a reasonable amount for such indebtedness may be deducted from any payment or payments to be made under this provision; and provided further that LeChase may withhold release of any progress payment to the extent that Subcontractor is in default of any of the terms and conditions of this Subcontract Agreement. Estimates and calculations made by Owner, or its representative, as to the amount of work performed by Subcontractor shall be final and binding on the parties to this agreement and shall conclusively establish the amount of work done by Subcontractor. All statements for which payment is requested by Subcontractor shall be received by LeChase on or before the last day of the contract pay period for work performed the preceding month. Receipt of progress payments from Owner shall be a condition precedent to LeChase's obligation to make progress payments hereunder. The making of a progress payment shall not constitute acceptance of any work not in accordance with this Subcontract
26. Subcontractor shall, before the first progress payment, submit to LeChase a schedule of values of the various parts of the work aggregating the total sum of this Subcontract, made out in such detail and supported by such evidence as to its correctness as LeChase, may require. This schedule, when approved by LeChase shall be used as a basis for payment applications, unless it is found to be in error. In applying for payment, the Subcontractor shall submit a statement based upon this schedule in the forms of AIA G-702 and G-703 ("Application and Certification for Payment").
27. LeChase shall make final payment, constituting retainage and any other unpaid balance of the Subcontract Amount, to the Subcontractor when Subcontractor's work is fully performed in accordance with the requirements of the Contract Documents, the Architect has issued a final certificate for payment and LeChase has received final payment from the Owner. Before the issuance of final payment to Subcontractor, the Subcontractor shall submit evidence satisfactory to LeChase and/or Owner that all payrolls, benefit obligations, bills for materials and equipment and all known indebtedness connected with the Subcontractor's work have been satisfied; also that Subcontractor has fulfilled all administrative requirements under the Subcontract Documents including, but not limited to, delivery of any required warranties, guarantees, manuals, as-built drawings, insurance certificates, or the like, as well as any releases, lien waivers and payment affidavits LeChase may, in its discretion, require. If Subcontractor fails to issue a proper invoice for final payment within 60 days of LeChase's written request, then LeChase may issue final payment in such amount as it deems correct. Subcontractor's acceptance of final payment waives any claim for further compensation that was not included with an application for final payment.

#### **Indemnification and Insurance**

28. To the extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless LeChase and the Owner from and against any and all claims, costs, liabilities, suits, judgments, losses, damages, demands and expenses, including without limitations, attorneys' fees arising or alleged to arise from personal injuries, including death, or damage to property of any kind by whomsoever owned, including the loss of use thereof, resulting from, arising out of or caused by, or claimed to have been caused in connection with the Subcontract Work, whether or not any action or omission of LeChase or the Owner contributed thereto, including, without limitations,

all liability imposed by virtue of any law designed to protect persons employed at the work site, except that nothing herein shall obligate Subcontractor to indemnify Owner or LeChase against their own negligence.

Subcontractor shall also indemnify and save harmless LeChase and Owner, their successors and assigns against all damages, claims, liability and demands including, without limitation, all costs, expenses and attorneys' fees, incurred by LeChase by reason of the actual or alleged direct or contributory infringement of any patent, trademark or similar right pertaining to anything supplied or performed hereunder.

29. The Subcontractor shall procure and maintain at its own expense and from insurers acceptable to LeChase, such insurance policies as will fully protect Subcontractor, LeChase and Owner from all claims for injuries or damages, including attorneys' fees, by whomever caused, arising out of the performance of the Subcontract Work, whether before or after its completion. Subcontractor shall also maintain at its own expense any other insurance required by the Prime Contract documents, in any event to include the following:

General Liability, including Personal Injury; Broad Form Property Damage; Explosions; Collapse and Underground; Completed Operations and Contractual Liability	\$1,000,000 (per occurrence) \$2,000,000 (aggregate)
Automobile Liability, for all owned and non-owned vehicles	\$1,000,000 (combined single limit)
Umbrella Liability	\$5,000,000
Worker's Compensation including Disability and Employer's Liability	As required by law \$1,000,000/\$1,000,000/\$1,000,000
Pollution Liability	
Asbestos and Lead Work	\$5,000,000 (per occurrence/aggregate)
Site Hazardous Materials Work	\$2,000,000 (per occurrence/aggregate)
Mechanical, Mold and Other Work (Only if required by LeChase)	\$2,000,000 (per occurrence/aggregate)

**LECHASE CONSTRUCTION SERVICES, LLC; OWNER, AND ANY OTHER PARTY NOTED IN THE SUBCONTRACT DOCUMENTS** shall be named as additional insured on all of these policies, including the coverage for ongoing and completed operations, except Worker's Compensation. For General Liability, Subcontractor must provide forms CG 2010 (11/85), or CG 2010 (10/01) with CG 2037 (10/1), or their equivalent, and such endorsements must be attached to the certificate of insurance. All such policies shall be primary and non-contributory over any and all collectible insurance, and shall provide that they will not be canceled, allowed to expire or restrictively modified without thirty (30) days' prior written notice to LeChase. All such insurance must be evidenced by certificates of insurance endorsed as required above, in form satisfactory to LeChase. Any policy deductibles shall be borne by Subcontractor. LeChase shall be entitled, upon request, to a certified copy of Subcontractor's insurance policies for any period of time applicable to Subcontractor's work hereunder. In the event that Subcontractor fails to obtain or maintain any required insurance or to furnish required proof thereof, LeChase may purchase such insurance and back-charge the expenses thereof to the Subcontract Amount, or may terminate this Subcontract.

30. Subcontractor's indemnification and insurance obligations hereunder shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or from the Subcontractor under worker's compensation acts, disability benefit, acts or other employee benefit acts.

Subcontractor waives all rights against LeChase and Owner, and their officers, directors and employees, for recovery of losses, expenses or damages to the extent covered by available insurance.

#### **Changes and Disputes**

31. The Subcontractor expressly agrees that if it should neglect to prosecute or progress the work diligently and properly, fail to fully pay vendors or labor (including withholdings and benefits) when due, fail to promptly correct any Subcontract Work deemed defective or non-compliant, or fail to timely or properly perform any other requirements of this Subcontract LeChase may upon two (2) days' written notice to the Subcontractor and without prejudice to any other remedy, make good any such deficiency; and all resulting costs and damages (including attorneys fees) shall be borne by Subcontractor and may be back-charged against the Subcontract Amount.



Should the Subcontractor fail to commence and diligently continue to cure any default within two (2) days after written notice to cure, or if Subcontractor shall be unable to pay its obligations as they mature, or if its property comes into the possession of a receiver, trustee or assignee, or if Subcontractor abandons its obligations hereunder, then LeChase may give a three-day notice of termination. If after three days Subcontractor has not satisfactorily cured the condition giving rise to such notice, then LeChase may immediately terminate this Subcontract and take possession of all materials, equipment, or tools, it deems necessary to finish the work required hereunder. LeChase may back-charge all resulting costs and damages, including attorney's fees, against the Subcontract Amount. If the unpaid balance remaining under this Subcontract shall exceed LeChase's costs of completing the Subcontractor's work and any damages incurred, including court costs and attorney fees, then such excess shall be paid to the Subcontractor when the project is complete and final payment has been received from the Owner. If such costs and damages exceed the unpaid balance, Subcontractor shall pay the difference to LeChase as the excess is incurred.

32. LeChase may add to or deduct from the amount of Subcontract Work by change order, where there is agreement concerning any change in price and/or time, or by written directive where there is no such agreement. Subcontractor shall be bound by any changes or alterations made by Owner to the Prime Contract Documents or to the Subcontract work to the same extent that LeChase is bound. Subcontractor is also bound to the terms of the Prime Contract relating to changes, changed conditions, extra work, Owner-furnished property, contract suspension and termination, claims and disputes and shall give to LeChase immediate written notice of any such asserted change or claim as required by the Prime Contract Documents and in no event any later than three (3) days from the event giving rise to the claim and before any changed or extra work is performed. Such timely written notice is a condition precedent to any recovery by Subcontractor of additional time or compensation and failure to give such notice shall be deemed a waiver of any claim by Subcontractor. Subcontractor shall, within seven days of receiving a direction to perform a change, alteration or extra work, submit to LeChase a written cost or credit proposal; otherwise Subcontractor shall be bound by such cost increase or credit as LeChase is able to obtain from Owner. Subcontractor waives any claim against LeChase for compensation or equitable adjustment for any claims, changes or extra work for which Owner or its representatives may be responsible except to the extent the same is allowed and paid to LeChase by the Owner. In no event shall LeChase be liable to Subcontractor for any damages for delays or interference with the work. LeChase shall cooperate with Subcontractor in submitting claims to the Owner for changes, changed conditions, and the like, with respect to Subcontract Work but this shall not be interpreted as an attempt to create any direct contractual relationship between Subcontractor and Owner. All costs, including attorney's fees, incurred by LeChase in any formal or informal claim proceeding for the benefit of Subcontractor shall be born solely by Subcontractor. No change or extra work ordered or required by either Owner or LeChase shall invalidate any bond or bonds to be furnished by Subcontractor, and all work Subcontractor performs hereunder or otherwise at LeChase's request shall be subject to the terms of this Subcontract and covered by the insurance provided hereunder.
33. Subcontractor shall diligently proceed with all Subcontract Work, including any changed or disputed work directed in writing, notwithstanding that an outstanding change order request, claim or protest with respect to such work is pending or unresolved.
34. LeChase may, without cause, suspend all or any portion of the Subcontract Work or terminate the Subcontract in whole or in part, whether because of similar action by the Owner or for LeChase's convenience. If LeChase makes such an election due to similar action by the Owner, the Subcontractor's remedies shall be limited to those available to LeChase from Owner under the Prime Contract Documents. Otherwise, in the case of termination in whole for LeChase's convenience, Subcontractor shall be entitled to the reasonable value of work performed as determined by reference to subcontractor's approved schedule of values, without additional compensation for overhead or profit. In the case of termination in part for LeChase's convenience, LeChase shall be entitled to a credit based upon the reasonable value of the work deleted.
35. LeChase shall be entitled, upon written request, to receive promptly from Subcontractor such assurance as LeChase may require, including without limitation scheduling information and manpower commitments, that Subcontractor will duly and timely perform its obligations hereunder. Failure to furnish such assurance satisfactory to LeChase shall be a material breach hereof.
36. All claims, disputes and other matters in question arising out of or relating to this Subcontract Agreement or the breach thereof, shall, at LeChase's sole election, which election may be made at any time prior to the commencement of a judicial proceeding by LeChase or the last day to answer or respond to a Summons and/or Complaint made by the Subcontractor, be submitted to arbitration before the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. In the event of such arbitration, Subcontractor agrees that any other person or entity concerned with the Subcontract Work may be joined as a party to such arbitration proceeding, and further agrees that arbitration proceedings under this agreement may be consolidated with arbitration proceedings pending between other parties if those arbitration proceedings arise from the same transaction or relate to the same subject matter.

Subcontractor further agrees that in the event that LeChase becomes involved in an arbitration proceeding with any other person which relates to the work, materials, rights or responsibilities of Subcontractor under this Agreement, that upon receiving notice of such proceeding and an opportunity to join therein or present evidence therein, that Subcontractor will be bound by the decision of such

proceeding in the same manner as LeChase shall be bound. In the event the Prime Contract provides for final and conclusive decisions by the Architect and/or Owner with respect to the Project, Subcontractor agrees to be bound by any such decision which becomes binding upon LeChase.

Any litigation, mediation or arbitration arising out of or pertaining to this Subcontract shall be venued in Monroe County, New York.

37. Subcontractor shall be liable for all loss, damage or expense, direct and indirect including attorneys' fees and enforcement costs, which LeChase may suffer or incur by reason of any non-performance or breach by Subcontractor of this Subcontract and any loss, damage or expense so suffered or incurred may be back-charged against the Subcontract Amount.

#### Miscellaneous

38. If so provided by the Prime Contract Documents or by law, this Subcontract is subject to Architect and/or Owner approval of the Subcontractor, or execution of necessary funding agency certifications, approval of any required hiring, subcontracting or purchasing plans; but this Subcontract shall be and remain effective in the absence of a specific written disapproval by such Architect, Owner or funding agency.
39. Subcontractor shall not assign or subcontract the whole of this Subcontract without the written consent of LeChase, and shall not assign any amounts due or to become due under the Subcontract without advance written notice to LeChase.
40. Subcontractor shall, upon completion of all the required work deliver to LeChase at least three (3) copies of maintenance manuals, parts lists, instruction manuals and any other information and/or data required by the Prime Contract, the Architect or Owner. In the event an instruction session and/or meeting is required or requested, Subcontractor shall arrange and conduct such session as part of the work herein.
41. Subcontractor guarantees all workmanship and materials to the extent, and for such period, as is required of LeChase by the Prime Contract Documents; and if not otherwise specified, for a period of one year from final completion and acceptance of the entire Project. Subcontractor shall furnish a separate certificate of guaranty or warranty if requested by Owner or if required by the Prime Contract Documents, and LeChase is hereby authorized to issue such certificate on Subcontractor's behalf should Subcontractor fail to do so promptly itself.
42. LeChase shall have the right to set off against this Subcontract any amounts owed by Subcontractor on account of any other matter; and to set off amounts Subcontractor owes or may owe hereunder against any property, payments or credits otherwise owing by LeChase to Subcontractor on account of any other matter.
43. Notices required hereunder are to be given by serving the same personally upon an officer or project representative of LeChase or Subcontractor, by mailing the same to the address of the respective party set forth above, or by FAX transmission or e-mail to the main office of the Subcontractor. Notice by mail shall be deemed effective on the second calendar day after mailing.
44. The laws of the State of New York shall govern as to the interpretation, validity, enforcement, and effect of this Subcontract. Should any requirement or provision be declared unlawful, it shall not affect the validity of the other requirements, provisions, or the entire Agreement. Subcontractor is an independent contractor hereunder and nothing herein contained shall be construed to constitute Subcontractor the agent or representative of LeChase.
45. Nothing in this Subcontract Agreement shall be construed to create any third-party beneficiary rights in any person, except as otherwise expressly required by bid conditions or the Prime Contract.



# SUBCONTRACTOR REQUISITION FOR PAYMENT

**\*\* Sample Only \*\***

TO:

*Contractor/Construction Manager*  
**LeCHASE CONSTRUCTION SERVICES, LLC**  
 300 Trolley Boulevard  
 Rochester, New York 14606

**Sample Only**  
**A-1 Quality Subcontractors**  
 P.O. Box 32  
 Victor, New York 14426

**Sample Only**

LeChase Job: 0515-00 Project Name: Industrial Park  
 Description: Drywall and Acoustical Subcontract Number: 051500S001  
 Request No. 3 Date of Request: 12/20/92 Invoice No. 09481  
 Period From 12/01/92 to 12/30/92 Partial ( ) Final ( )

## STATEMENT OF SUBCONTRACT

**Sample Only**

\$ 72,000.00 ← Original Contract Dated 12/18/92  
 \$ 10,281.00 ← Approved Changes # 1 Thru # 5  
 maximum billing → \$ 82,281.00 ← TOTAL Subcontract to date \_\_\_\_\_

## STATEMENT OF REQUISITION

	GROSS Billing	Retainage	NET Billing	
Completed TO DATE	82,281.00	8,228.10	74,052.90	
Less previous Requisitions	74,241.00	7,424.00	66,817.00	Sample Only
CURRENT	8,040.00	804.10	7,235.90	

## CERTIFICATION OF SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represents the actual value of accomplishments under the terms of the terms of the CONTRACT (and all authorized changes thereto) between the undersigned Subcontractor and LeCHASE CONSTRUCTION SERVICES, LLC relating to the above project.

I also certify that payments, less applicable retention, have been made through the period covered by previous requisitions to the CONTRACTOR for (1) all my Subcontractors (sub-Subcontractors) and (2) for all materials and labor used in or in connection with the performance of this Subcontract. I further certify that I have complied with all Federal, State and Local tax laws, including Social Security laws, Unemployment compensation and Workmen's Compensation laws and Prevailing rate Case schedules insofar as applicable to the performance of this Subcontract. I also certify to have paid any applicable Union fringe benefits and deductions related to this project.

In consideration of all payments received and conditional upon receipt of this requested payment, the undersigned hereby waives, releases and relinquishes any and all claim or right to lien which the undersigned may now have in relation to this right of lien for work performed under the Contract to the date hereof.

Date 12/21/92 Subcontractor Name A-1 Quality Subcontractors  
 (If a corporation, signed by an officer)

SUBSCRIBED AND SWORN TO, BEFORE ME, THIS

27th day of December 1992 By Susan B. Anthony

Notary Public Jane Doe Vice President  
 (Print name and title)

My commission expires **Sample Only**

**\*\* This form, properly completed, including 4 F A form G-702 and G-703 must accompany every payment request for this project \***

(Reproduce form as necessary)



# SUBCONTRACTOR REQUISITION FOR PAYMENT

TO:

*Contractor/Construction Manager*

**LeCHASE CONSTRUCTION SERVICES, LLC**  
 300 Trolley Boulevard  
 Rochester, New York 14606-0830


Project Name: \_\_\_\_\_ Subcontract Number: \_\_\_\_\_

Request No. \_\_\_\_\_ Date of Request: \_\_\_\_\_ Invoice No. \_\_\_\_\_

Period From \_\_\_\_\_ to \_\_\_\_\_ Partial ( ) Final ( )

STATEMENT OF SUBCONTRACT	
Contract For: _____	
Original Contract Dated _____	
Approved Changes: # _____ Thru # _____	
TOTAL Subcontract to date _____	

	STATEMENT OF REQUISITION		
	GROSS Billing	Retainage	NET Billing
Completed TO DATE			
Less previous Requisitions			
CURRENT			

**CERTIFICATION OF SUBCONTRACTOR**

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represents the actual value of accomplishments under the terms of the terms of the CONTRACT (and all authorized changes thereto) between the undersigned Subcontractor and LeChase Construction Services, LLC, relating to the above project.

I also certify that payments, less applicable retention, have been made through the period covered by previous requisitions to the CONTRACTOR for (1) all my Subcontractors (sub-Subcontractors) and (2) for all materials and labor used in or in connection with the performance of this Subcontract. I further certify that I have complied with all Federal, State and Local tax laws, including Social Security laws, Unemployment compensation and Workmen's Compensation laws and Prevailing Rate Case schedules insofar as applicable to the performance of this Subcontract. I also certify to have paid any applicable Union fringe benefits and deductions related to this project.

In consideration of all payments received and conditional upon receipt of this requested payment, the undersigned hereby waives, releases and relinquishes any and all claim or right to lien which the undersigned may now have in relation to this right of lien for work performed under the Contract to the date hereof.

Date: \_\_\_\_\_ Subcontractor Name: \_\_\_\_\_  
 (If a corporation, signed by an officer)

**SUBSCRIBED AND SWORN TO, BEFORE ME, THIS**

\_\_\_\_\_ day of \_\_\_\_\_ By: \_\_\_\_\_

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

My commission expires: \_\_\_\_\_

**\*\* This form, properly completed, including A.I.A form G702 and G703 must accompany every payment request for this project\*\***

(Reproduce form as necessary)

## For LeChase Use Only:

Job #: _____	Vendor #: _____	Target Date: _____	Hold <input type="checkbox"/>
Project Manager: _____		CSI: _____ Task: _____ Loc: 0000	Cost Type: 55
Approved By: _____		CSI: _____ Task: _____ Loc: _____	Cost Type: _____
Comments: _____		CSI: _____ Task: _____ Loc: _____	Cost Type: _____
		Amount Payable \$: _____	
		Retention: \$ _____	
		LeChase Application #: _____	Dated: _____
		Processed By: _____	Book To: _____

**LeChase Construction Services, LLC      SUBCONTRACTOR DISCLOSURE FORM      Date:** \_\_\_\_\_

Job Name: \_\_\_\_\_ Subcontractor Name: \_\_\_\_\_  
Subcontract No: \_\_\_\_\_ Address: \_\_\_\_\_

Please furnish the information requested below as it applies to the job/subcontract for any subcontractor or supplier whose services will exceed \$5,000.00. If not applicable, indicate as such and sign below.

**SUBCONTRACTORS and VENDOR SUPPLIERS: (see reverse if additional space required)**

Name	Address	City, State, Zip	Telephone

**LABOR UNION AFFILIATIONS:**

Name of Union	Local No.	Address	City, State, Zip	Telephone

I certify, to the best of my knowledge and belief that this is a complete and accurate listing of subcontractors, material and equipment suppliers, and labor organizations with which we will be associated in conjunction with the project named above.

(Make copies of form if additional space required)

SIGNATURE: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

## Date:

Subcontractor Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Please furnish the information requested below as it applies to the job/subcontract for any subcontractor or supplier whose services will exceed \$5,000.00. If not applicable, indicate as such and sign below.

SUBCONTRACTORS and VENDOR SUPPLIERS:

[illegible]

## SUBCONTRACT AGREEMENT

## UNION FRINGE BENEFIT AFFIDAVIT

CONTRACTOR:

LeChase Construction Services, LLC  
300 Trolley Boulevard  
Rochester, NY 14606

UNION FUND:

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

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_

CONSTRUCTION  
PROJECT: \_\_\_\_\_

Pursuant to your request, we have made an examination of the records of the union's TRUST FUNDS.

As administrator of other legal representative of the TRUST FUNDS, I hereby acknowledge that the above names "Subcontractor" has fully paid all contributions required by the governing collective bargaining agreements to the FUNDS through the following date:

DATE PAID TO: \_\_\_\_\_

The FUNDS are currently owed to the following amounts (if any):

FUNDAMOUNTFOR THE RECORD

<u>FUND</u>	<u>AMOUNT</u>	<u>FOR THE RECORD</u>

The FUNDS acknowledge that LeChase Construction Services, LLC is requesting this information because SUBCONTRACTOR is performing work for CONTRACTOR on this project which could result in the CONTRACTOR'S liability to the FUNDS should SUBCONTRACTOR fail to make full and timely contributions to said FUNDS.

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

\_\_\_\_\_  
FUND ADMINISTRATOR OF REPRESENTATIVE

ACKNOWLEDGMENT:

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

City of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
Known to me to be the person described in and who executed the foregoing affidavit and acknowledged that they executed the same.

(Rev. 1/20/09)

# SITE SPECIFIC QUALITY CONTROL PLAN

- Work Safely
- Communicate Clearly
- Build it Right
- Document Accurately

Contractor:

Date Prepared: \_\_\_/\_\_\_/\_\_\_

Revision: 6

## Subcontractor Minimum Requirements

Prepared by:		Office Phone:	
Project Name:		LeChase Project #:	
Location:			
Scope of Services:			
Owner Name:		Project Start: ___/___/___, Finish: ___/___/___	

### LeChase Quality Team

Quality Program Director:		Phone #:		Email:	
(Responsible for the overall QA/QC Program for LeChase)					
Quality Supervisor:		Phone #:		Email:	
(Responsible for this project's Job Specific Quality Program)					
Quality Inspector:		Phone #:		Email:	
(Responsible for all inspections and field documentation for this project)					

### Subcontractor Quality Team

Quality Program Director:		Phone #:		Email:	
(Responsible for the overall QA/QC Program for the company)					
Quality Control Supervisor:		Phone #:		Email:	
(Responsible for this project's Job Specific Quality Control Plan)					
Quality Control Inspector:		Phone #:		Email:	
(Responsible for all inspections and field documentation for this Quality Control Plan)					

### Quality Program Objective:

The principle objective of this Quality Control Plan is to provide our customer with the specified materials and high Quality workmanship that meets or exceeds their expectations. To accomplish this, both management and its employees are committed to continuous improvement in the quality of our products and services we provide.

This Job Specific Quality Control Plan has been established to ensure that all work performed by employees or tiered subcontractors of \_\_\_\_\_ meet all contractual and regulatory requirements. Your Quality Team (defined above) takes total responsibility for the implementation of this program and its success for your scope of work on this project.



## Quality Control Requirements

Topic:	Required Actions & Documentation:	Initial
<input type="checkbox"/> Documentation Control	Keep an organized file of all required documents up to date and on site at all times. Communicate with LeChase when the inspection or test reports will be completed & the frequency of submission.	
<input type="checkbox"/> Submittal Process	Conform to all contractual requirements and use the LeChase Submittal Cover Page for this project. If the project specifications do not call out what is to be submitted on then the Project Team is to create a list of what the requirements will be.	
<input type="checkbox"/> 100% Material & Equipment Verification	Complete the Material & Equipment Verification List for all materials and equipment. This is an active document that will be updated though the course of construction. LeChase will receive these updates on a weekly basis or on a schedule that is agreed to up front. (See attached "Material & Equipment Verification List" template)	
<input type="checkbox"/> Storage & Handling of Materials / Equipment	Identify any special requirements and documentation specific to your contract. Utilize a Storage and Handling Log to organize this information. (See attached "Material / Equipment Storage & Handling Procedures Log" template)	
<input type="checkbox"/> Pre-Installation Meetings	Attendance is mandatory by field supervision and/or Project Manager. No documentation required.	
<input type="checkbox"/> Quality Control Checklists & Special Documentation	<b>Trade specific Quality Control Checklists will be utilized on an area by area basis. All checklists are to be signed off by your Quality Control Inspector &amp; the LeChase Quality Inspector. Any special documentation will be completed and turned over to LeChase with your completed checklists as required.</b>	
<input type="checkbox"/> Testing & Inspections	All contractual requirements will be listed first and turned in with your plan. Tests & Inspections will be witnessed by your Quality Control Inspector and any documentation or reports will be turned over to the LeChase Quality Supervisor within 72 hours. Participation in weekly field inspections is required. Track all contractual and non-contractual inspections or tests on a Testing & Inspection Log. (See attached "Testing & Inspection Log" template)	
<input type="checkbox"/> Non-Conformance	Full participation from your company is mandatory in documenting and rectifying Non-Conformances. All issues will be remediated per the approved corrective action and completed in an excepted time frame. All issues will be looked at on a week by week basis during inspections. Updated status of each will be required.	
<input type="checkbox"/> Progress Photos	Take them, take them often, and keep them organized by areas and by date. Submission requirements are on a project by project basis. Ask the LeChase Project Manager what your requirements will be.	
<input type="checkbox"/> As-built Drawings	The master as-built set kept by LeChase in the field office will be updated by your field Supervisor on a weekly basis.	



Subcontractor:

## SITE SPECIFIC SAFETY PLAN

**EMERGENCY  
CALL 911**  
CONTACT LECHASE SAFETY REP

Contractor: \_\_\_\_\_ Date Prepared: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Office Phone: \_\_\_\_\_  
Job #/Description: \_\_\_\_\_ Prepared by: \_\_\_\_\_  
Scope of Services: \_\_\_\_\_

Contractor Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Contractor Safety Rep: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

LeChase Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
LeChase Safety Rep: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Client: \_\_\_\_\_ Project Start: \_\_\_\_/\_\_\_\_/\_\_\_\_, Finish: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ELECTRICAL** Yes{1} ☐ No ☐

{1} If Yes, electrical inspections must be coordinated with the LeChase PM. A qualified electrician **MUST** perform work.

Hazard/Issue	How Contractor Will Address
<input type="checkbox"/> GFCI	
<input type="checkbox"/> Power Tools	
<input type="checkbox"/> Power Cords	
<input type="checkbox"/> LO/TO Electrical {2}	
<input type="checkbox"/> LO/TO Mechanical {2}	

{2} If LO/TO is necessary, please submit your company's LO/TO procedure with this plan.

### PERSONAL PROTECTIVE EQUIPMENT

Hazard/Issue	How Contractor Will Address
<input type="checkbox"/> Safety Glasses + Side Shields	
<input type="checkbox"/> Fall Protection	
<input type="checkbox"/> Hard Hat	
<input type="checkbox"/> Face Protection	
<input type="checkbox"/> Hearing Protection	
<input type="checkbox"/> Protective Clothing	
<input type="checkbox"/> Respirator	
<input type="checkbox"/> Other (Specify)	

**CHEMICAL USAGE** Yes ☐ No ☐

Hazard/Issue	How Contractor Will Address
<input type="checkbox"/> Client Hazcom	
<input type="checkbox"/> Contractor Hazcom	
<input type="checkbox"/> MSDS (On job site)	
<input type="checkbox"/> Chemical Storage	
<input type="checkbox"/> Chemical Labeling	
<input type="checkbox"/> Proper Container	
<input type="checkbox"/> Biohazard	
<input type="checkbox"/> Combustable/Flammable Storage	
<input type="checkbox"/> Surface Applications	



Subcontractor:

## SITE SPECIFIC SAFETY PLAN

**EMERGENCY  
CALL 911  
CONTACT LECHASE SAFETY REP**

### DISPOSAL (CHEMICAL & MATERIALS)

Hazard/Issue	How Contractor Will Address
<input type="checkbox"/> Discharge to Sewer	
<input type="checkbox"/> Discharge to Air	
<input type="checkbox"/> Solid Waste	
<input type="checkbox"/> Liquid Waste	
<input type="checkbox"/> Rubbish/Trash/Waste	Daily removal +

### GENERAL SAFETY (Mark those that apply ☒)

Hazard/Issue	How Contractor Will Address
<input type="checkbox"/> Powder Actuated Tools	Proper license +
<input type="checkbox"/> Ladders	
<input type="checkbox"/> Man Lifts	Proper license +
<input type="checkbox"/> Excavation/Trenching {3}	
<input type="checkbox"/> Confined Space	
<input type="checkbox"/> Cranes/Hoists	
<input type="checkbox"/> Laser/Radiation Hazard	
<input type="checkbox"/> Leading Edge Protection	
<input type="checkbox"/> Overhead Protection	
<input type="checkbox"/> Eye Bath/Safety Shower	
<input type="checkbox"/> Explosion Proof Equipment	
<input type="checkbox"/> Designated Smoking Areas	
<input type="checkbox"/> Open Flame/Hot Work {3}	
<input type="checkbox"/> Fire Alarms	
<input type="checkbox"/> Fire Extinguishers	
<input type="checkbox"/> Fire Blankets	
<input type="checkbox"/> Fire Watch	
<input type="checkbox"/> Emergency Phones	
<input type="checkbox"/> Security	
<input type="checkbox"/> Exits	
<input type="checkbox"/> Emergency Evacuation	
<input type="checkbox"/> Barricades (Worker Safety)	
<input type="checkbox"/> Barricades (Public Safety)	
<input type="checkbox"/> Other (Specify)	

{3} Permits may be required; see following listing

### PERMITS/AUTHORIZATIONS

<input type="checkbox"/> Asbestos/Lead	<input type="checkbox"/> Open Flame	<input type="checkbox"/> Surface Sealer/Adhesives
<input type="checkbox"/> Confined Space	<input type="checkbox"/> Cutting/Coring	<input type="checkbox"/> Sprinkler Impairment
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Utility Interruption	<input type="checkbox"/> Road/Sidewalk Closure
	<input type="checkbox"/> Excavation	

Reviewed by:

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

**Incident report required for all injuries or property damage. Report immediately. Contact LeChase field personnel.**

**Submit to Contract Administrator to log into Expedition**

<b>(Company Logo)</b>	<h1 style="margin: 0;">MATERIAL &amp; EQUIPMENT VERIFICATION LIST</h1>	Exhibit: Rev: 2
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Contractor's Quality Control Inspector is required to inspect each lot of materials, or equipment upon delivery to the jobsite. They are to verify that all items match the approved submittal, are the correct quantity, and have arrived undamaged and in prime condition. Material Verification sheets are to be turned in to LeChase with the Site Specific Quality Control Plan and updated weekly or as scheduled per project. LeChase Quality Inspector will spot-check  $\pm 10\%$  for accuracy.

#	Identifying Description of Material or Equipment including Name, Model #, Serial #, etc...	Approved Submittal Date	Quantity Needed	Quantity Received	Damaged YES NO	Date Received & Inspected	QC Inspector's signature
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
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29							
30							

<b>(Company Logo)</b>	<h1 style="margin: 0;">MATERIAL / EQUIPMENT HANDLING &amp; STORAGE PROCEDURES LOG</h1>	Exhibit:  Rev: <b>2</b>
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Describe or reference the specification section that indicates what procedures or requirements are necessary for the proper storage and handling of special materials and equipment. List below how your company plans on complying with and documenting those requirements. This Log should be completed and turned in with the Site Specific Quality Control Plan.

#	Material or Equipment Description	Spec. #	Procedure	Photos	On Site / Off Site	Third Party	Procedure Attached
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

<b>(Company Logo)</b>	<b>INSPECTION REPORT</b>	Report #:
		Date:
		Rev: 2
Project: Job #:		
Attendees:		
Performed By:		
Work Performed:		
Specification #:		
Drawing Revision:		
Action Description:		
Third Party Required:		
Acceptance Criteria:		
Material Check:		
Accepted: Y N		
If No, What Corrective Actions Required:		
Comments:		
Distribution:		

<b>(Company Logo)</b>	<b>TESTING &amp; INSPECTION LOG</b>	Exhibit:  Rev: 2
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Start by listing all tests and inspections that are required by the project specifications, contract documents, client / owner, manufacturers, and local building code. Copies of all reports to be submitted to LeChase within 72 hours of completion of inspection or receipt of third party report. Continue to utilize this form through the course of construction listing all additional test or inspections that may take place. At substantial completion, turn an updated signed copy in to LeChase for their records.

#	Description or Title of Test or Inspection	Agency or Individual	Date Performed	Date Sent to LCS
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
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27				
28				
29				
30				

**Signature:**

**Date:**

\_\_\_\_\_  
 (Company Name) Quality Control Supervisor

November 10, 2009

### **1.01 Standard Insurance Requirements**

To the extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless LeChase, LaBella and the Owner (City of Rochester) from and against any and all claims liabilities, suits, judgments, losses, damages, demands and expenses, including without limitations, attorneys' fees arising or alleged to arise from personal injuries, including death, or damage to property of any kind by whomsoever owned, including the loss of use thereof, resulting from, arising out of or cause by, or claimed to have been caused in connection with the Subcontract Work, whether or not any action or omission of LeChase, LaBella or the Owner contributed thereto, including, without limitations, all liability imposed by virtue of any law designed to protect persons employed at the work site, except that nothing herein shall obligate Subcontractor to indemnify Owner, LaBella or LeChase against their own negligence.

Subcontractor shall also indemnify and save harmless LeChase, LaBella and Owner, their successors and assigns against all damages, claims and demands including, without limitation, all costs, expenses and attorneys' fees, incurred by LeChase or LaBella by reason of the actual or alleged direct or contributory infringement of any patent, trademark or similar right pertaining to anything supplied or performed hereunder.

The Subcontractor shall procure and maintain at its own expense and from insurers acceptable to LeChase, such insurance policies as will fully protect Subcontractor, LeChase, LaBella and Owner from all claims for injuries or damages, including attorneys' fees, by whomever caused, arising out of the performance of the Subcontract Work, whether before or after its completion. Subcontractor shall also maintain at its own expense any other insurance required by the Prime Contract documents, in any event to include the following:

General Liability, including Completed Operations and Contractual Liability	\$1,000,000 (per occurrence) \$2,000,000 (aggregate)
Automobile Liability	\$1,000,000 (Combined single limit)
Umbrella Liability	\$5,000,000
Worker's Compensation including Employer's Liability	Statutory
Owner's and Contractor's Protective Liability	\$2,000,000 (per occurrence) \$2,000,000 (aggregate) Only if required by LeChase

**LECHASE CONSTRUCTION SERVICES, LLC, LABELLA ASSOCIATES, P.C. AND OWNER** shall be named as additional insured on all of these policies except Worker's Compensation. All such policies shall be primary and non-contributory over any and all collectible insurance, and shall provide that they will not be canceled, allowed to expire or restrictively modified without thirty (30) days' prior written notice to LeChase. At any time, LeChase reserves the right to request a certified copy of Subcontractor's insurance policies for the period of the time in which the Subcontractor performed work for LeChase. In the event that Subcontractor fails to obtain or maintain any required insurance, LeChase may purchase such insurance and back-charge the expenses thereof to the Subcontractor Amount, or may terminate this Subcontract.

Subcontractor's indemnification and insurance obligations to Owner, LaBella and LeChase shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or from the Subcontractor under worker's compensation acts, disability benefits, acts or other employee benefit acts.

END OF SECTION



# 00860 - CONTRACTOR PREQUALIFICATION STATEMENT

## 1 COMPANY INFORMATION

Full Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Website \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

What services does your company provide: \_\_\_\_\_

List the categories of work that your organization normally subcontracts to others: \_\_\_\_\_

% of annual revenues subcontracted = \_\_\_\_\_

Your company operates as a ☐ Union Shop ☐ Non-Union Shop

If Union, what affiliations \_\_\_\_\_

## 2 ORGANIZATION

☐ Corporation ☐ Public ☐ Private ☐ Proprietorship ☐ Partnership

Other \_\_\_\_\_ Specify \_\_\_\_\_

State of Incorporation \_\_\_\_\_ Date \_\_\_\_\_ Years in Business \_\_\_\_\_

Business Classification ☐ Large ☐ Small ☐ Small Disadvantaged ☐ HUB Zone Enterprise

☐ Minority, Woman Business Enterprise ☐ Located in labor surplus area

If M/WBE, identify certifications held from other organizations or agencies (e.g. New York State, Upstate New York Minority Purchasing Council, etc.).

Subsidiary of another organization or corporation ☐ Yes ☐ No

If yes, specify \_\_\_\_\_

Compliance with the provisions of Executive Orders 11246 (Equal Employment Opportunity), 11625 (Minority Business Enterprises), 12138 (Woman Owned Business), the Vietnam Era Veteran's Readjustment

Assistance Act (41 CFR 60-250) and the Rehabilitation Act (41 CFR 60-741). ☐ Yes ☐ No

## 3 MANAGEMENT

President / CEO \_\_\_\_\_

Vice President / COO \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

#### 4 FINANCIAL INFORMATION

- Attach a company financial statement prepared by your independent auditor/CPA firm; minimum requirements are CPA's opinion letter, balance sheet and summarized income statement.

- Single project bidding dollar limits for your company: Max \$ \_\_\_\_\_ Min \$ \_\_\_\_\_
- Annual sales, last 3 years: \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_
- Bonding Current Capacity: Per Project \$ \_\_\_\_\_ Aggregate \$ \_\_\_\_\_  
Bonding Company Name and Address \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Contact \_\_\_\_\_

- Insurance Attach a Specimen Certificate of Insurance \_\_\_\_\_
- Banking Banking Company Name and Address \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Contact \_\_\_\_\_

- Has your organization ever failed to complete any work awarded to it? ☐ Yes ☐ No
- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? ☐ Yes ☐ No
- Has your organization filed any law suits or requested arbitration with regard to construction contracts during the last five (5) years? ☐ Yes ☐ No
- Has your organization ever been involved in bankruptcy or reorganization proceedings? ☐ Yes ☐ No
- Has your organization or its officers ever filed for protection from your creditors? ☐ Yes ☐ No

**If yes to any questions above, use separate sheet of paper for explanation**

#### 5 CAPABILITIES

Work Mix: Percentage of your total sales volumes, the amount of work performed

Commercial \_\_\_\_\_ % Government Municipal \_\_\_\_\_ % Industrial \_\_\_\_\_ % Residential \_\_\_\_\_ %

Size of Labor Force: Employed Year Round Employed Seasonally

# Superintendents \_\_\_\_\_  
# Foreman \_\_\_\_\_  
# Tradesman \_\_\_\_\_

Present work backlog \$ \_\_\_\_\_

List the five (5) largest projects and the dollar value of each project worked on during the last 24 months

1	_____	\$ _____
2	_____	\$ _____
3	_____	\$ _____
4	_____	\$ _____
5	_____	\$ _____



List the five (5) largest accounts, anticipated dollar volume of projects and contact information on current projects

1	_____	\$ _____
	Contact Information _____	
2	_____	\$ _____
	Contact Information _____	
3	_____	\$ _____
	Contact Information _____	
4	_____	\$ _____
	Contact Information _____	
5	_____	\$ _____
	Contact Information _____	

6 BUSINESS SCOPE - Geographic area(s) where you perform work

☐ Rochester, NY   
 ☐ Binghamton, NY   
 ☐ Ithaca, NY   
 ☐ Corning, NY   
 ☐ Schenectady, NY  
☐ Durham, NC   
 ☐ Charlotte, NC   
 ☐ Other (specify) \_\_\_\_\_

7 SAFETY

Quality Assurance manual	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, include Table of Contents page
Safety manual	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, include Table of Contents page
Program in place that assures a drug-free workplace	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Conduct job safety inspections	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Frequency _____
Site Safety Meetings:			
Field Supervisors	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Frequency _____
Employees	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Frequency _____
New Hires	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Frequency _____
Subcontractors	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Frequency _____

Provide your company's information requested below for the previous three (3) years. This request is made in accordance with recordkeeping guidelines for occupational injuries and illnesses under the Occupational Safety and Health Act (OSHA) of 1970 and Reporting Occupational Injuries and Illness 29 CFR Part 1904 and as defined in the General Services Agreement.

	Year>>	_____	_____	_____
A) Workers Compensation Experience Modification Rate (EMR)		_____	_____	_____
B) Number of OSHA Recordable Injuries and Illnesses		_____	_____	_____
C) Exposure hours (Total employee hours worked per year)		_____	_____	_____
D) OSHA Recordable Injury and Illness Incident Rate		_____	_____	_____

To calculate: The number of OSHA recordable injuries/injuries is multiplied by 200,000 and then divided by the exposure hours

$$\text{Formula: } D = B \times 200,000 \text{ divided by } C$$

Year>> \_\_\_\_\_

E) OSHA violations as defined at [www.OSHA.gov](http://www.OSHA.gov) (yes/no)

If yes, describe violation, frequency, severity and penalty  
(use a separate sheet of paper, if necessary)

F) DOT Safety Rating as defined at [www.fmcsa.dot.gov](http://www.fmcsa.dot.gov)

(Satisfactory or Unsatisfactory)

If unsatisfactory, describe violation, frequency,  
severity and penalty  
(use a separate sheet of paper, if necessary)

## 8 LEED EXPERIENCE

List any and/or all projects for which you have participated in the LEED certification process including your role, in the process, level of certification, dollar volume of your trade, and contact information for follow-up.

1	_____	\$	_____
	<i>Role in LEED Process</i>		
	_____		
	<i>Level of Certification</i>		
	_____		
	<i>Contact Information</i>		
	_____		
2	_____	\$	_____
	<i>Role in LEED Process</i>		
	_____		
	<i>Level of Certification</i>		
	_____		
	<i>Contact Information</i>		
	_____		
3	_____	\$	_____
	<i>Role in LEED Process</i>		
	_____		
	<i>Level of Certification</i>		
	_____		
	<i>Contact Information</i>		
	_____		
4	_____	\$	_____
	<i>Role in LEED Process</i>		
	_____		
	<i>Level of Certification</i>		
	_____		
	<i>Contact Information</i>		
	_____		
5	_____	\$	_____
	<i>Role in LEED Process</i>		
	_____		
	<i>Level of Certification</i>		
	_____		
	<i>Contact Information</i>		
	_____		

The undersigned certifies that the information provided herein is true and sufficiently complete so as not to be misleading.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Phone (     ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Attachments to return with form:

- |  |  |
|--|--|
| <input type="checkbox"/> Financial Statement                 | <input type="checkbox"/> Insurance Certificate                         |
| <input type="checkbox"/> Safety Manual Table of Contents     | <input type="checkbox"/> Quality Assurance Manual Table of Contents    |
| <input type="checkbox"/> OSHA 300A logs for the years listed | <input type="checkbox"/> Separate sheets of paper for any explanations |

Mail, Fax or E-Mail the Qualification Statement and Attachments to:

LeChase Construction Services, LLC  
300 Trolley Blvd  
Rochester, New York 14606

Attn: Lisa Palmieri or Bill Schrouder

E-Mail Address: [lisa.palmieri@leCHASE.com](mailto:lisa.palmieri@leCHASE.com) or [bill.schrouder@leCHASE.com](mailto:bill.schrouder@leCHASE.com)

Lisa: (585) 340-0721

Bill Schrouder: (585) 340-0710

Cell: (585) 967-9023

Fax: (585) 340-0770

## **PART 1 - GENERAL**

### **1.01 Related Documents**

- A. Drawings and general provisions of the Contract Agreement including, but not limited to, General Conditions and other Contract Documents apply to this Section.

### **1.02 Summary**

- A. This section specifies administrative and procedural requirements governing the Contractor's applications for payment.
- B. Coordinate the Schedule of Values and Applications for Payment with the Construction Manager Contractor's Project Schedule.

## **PART 2 - MATERIALS**

Not Applicable

## **PART 3 - EXECUTION**

### **3.01 Schedule of Values**

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms including:
    - a. Contractors Construction Schedule
    - b. Application for Payment form
    - c. List of Subcontractors
    - d. Schedule of Allowances
    - e. Schedule of Alternates
    - f. List of Products
    - g. List of Principal Suppliers and Fabricators
    - h. Schedule of Submittals
  - 2. Submit the Schedule of Values to the Construction Manager at the earliest feasible date, but in no case later than 14 days before the date scheduled for submittal of the initial Application for Payment.
  - 3. Sub-Schedules - Where the Work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

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**B. Format and Content.**

1. Identification - Include the following project identification on the Schedule of Values:
  - a. Project name and location
  - b. Name of the Architect/Engineer
  - c. Project number
  - d. Contractor's name and address
  - e. Date of submittal
2. The Schedule of Values shall be submitted on AIA document G702 and continuation document G703 which shall serve as the basis for application for payment.
3. Provide a breakdown of the Contract sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
4. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
5. For each part of the Work where an Application for Payment may include material or equipment, purchased or fabricated and stored but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials for each subsequent stage of completion and for total installed value of that part of the Work. Title and responsibility remain with the Contractor until Substantial Completion.
6. Unit Cost Allowances - Show line item value of unit cost allowances as a product of unit cost times measured quantity as estimated from the best indication in the Contract Documents.
7. 8. Schedule Updating - Update and resubmit the Schedule of Values adding new line items for Change Orders or Construction Change Directives.

**3.02 Applications for Payment**

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect/Construction Manager and paid for by the Owner/Construction Manager.
  1. The initial Application for Payment, the Application for Payment at time of Substantial Completion and the Final Application for Payment involve additional requirements.
- B. Payment Application Times - Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application for Payment shall be one month.
- C. Payment Application Times – The date for each progress payment is the 15<sup>th</sup> day of each month. The period of construction Work covered by each Application for Payment is the period ending 15 days prior to the date for each progress payment and starting the day following the end of the preceding period.

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- D. Payment Application Forms - Use LCS-RFP-1 along with AIA Document G701 and Continuation Sheets G703 as the form for Application for Payment.
- E. Application Preparation - Complete every entry on the form including notarization and execution by person authorized to sign legal documents on behalf of the Construction Manager. Incomplete applications will be returned without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
  2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal - Submit three (3) executed copies of each Application for Payment to the Construction Manager by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application in a manner acceptable to the Construction Manager.
- F. Waivers of Mechanics Lien - With each Application for Payment submit waivers of mechanics liens from subcontractors and sub-subcontractors and suppliers for the construction period covered by the previous application.
1. Submit partial waivers on each item for the amount requested, prior to deduction for 10% retainage, on each item.
  2. When an application shows completion of an item submit final or full waivers.
  3. The Construction Manager reserves the right to designate which entities involved in the Work must submit partial and/or full waivers.
  4. Waiver Delays - Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.
    - a. Submit final Application for Payment with or proceeded by final waivers from every entity involved with performance of Work covered by the application who could lawfully be entitled to a lien.
  5. Waiver Forms - Submit waivers of lien on forms, and executed in a manner, acceptable to Construction Manager.
- G. If any entity refuses to furnish a release or waiver required by the Construction Manager, the Contractor may furnish a bond satisfactory to the Construction Manager to indemnify him against any such lien.
- H. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Construction Manager all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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I. Initial Application for Payment - Administrative actions and submittals that must precede or coincide the submittal of the first Application for Payment include the following:

1. List of subcontractors
  2. List of principal suppliers and fabricators
  3. Schedule of Values
  4. Contractor's Construction Schedule (preliminary if not final)
  5. Schedule of principal products
  6. Schedule of unit prices
  7. Submittal Schedule (preliminary if not final)
  8. List of Contractor's staff assignments
  9. List of Contractor's principal consultants
  10. Copies of building permits
  11. Copies of authorizations and licenses from governing authorities for performance of the Work
  12. Initial progress report
  13. Report of pre-construction meeting
  14. Certificates of insurance and insurance policies
  15. Performance and payment bonds (if required)
  16. Data needed to acquire Construction Manager's insurance.
  17. Initial settlement survey and damage report, if required
- J. Refer to Section 01701 "Contract Closeout" for submissions and requirements of substantial completion and final acceptance and payment.
- K. Construction Manager reserve(s) the right to audit Contractor invoices for the true value of materials that are stored off-site or not installed at the time of billing.

### **3.03 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until all of the records and documentations per State and Federal laws and guidelines for the asbestos abatement and environmental cleaning executed work have been fulfilled and turned over to the Construction manager in triplicate

END OF SECTION



**Bid Package: 2 – ACM Removal & Environmental Cleaning****Project:** Photec Site Clean Up**PART 1 - GENERAL****1.01 Related Documents**

**Please note ALL alternates are mandatory, and must be completed for overall bid award evaluation (see specifications section 0300b)**

- A. ALTERNATE #1 - **Subcontractor shall furnish to the Owner/Construction Manager a Performance Bond and Payment Bond (on AGC Document NO. 606 / 1988 Edition)** for all work. These bonds will meet the requirements as stated in the Invitation to Bid/Instructions to Bidders. (This alternate must be completed for consideration of bid.)
- B. ALTERNATE #2 – **Do not remove building #3 ACM roofing/flashing.** Subcontractor to omit all work associated with ACM roofing/flashing on building #3 (Garage). If this alternate is accepted by the project team, all work associated with the ACM roofing/flashing will be performed by the Demolition Contractor per bid package #3.
- C. ALTERNATE #3 – **Do not remove building #5 ACM roofing/flashing.** Subcontractor to omit all work associated with ACM roofing/flashing on building #5 (Boiler House). If this alternate is accepted by the project team, all work associated with the ACM roofing/flashing will be performed by the Demolition Contractor per bid package #3.
- D. ALTERNATE #4 – **Do not remove building #6 ACM roofing/flashing.** Subcontractor to omit all work associated with ACM roofing/flashing on building #6 (Stationary Engineers Office). If this alternate is accepted by the project team, all work associated with the ACM roofing/flashing will be performed by the Demolition Contractor per bid package #3.
- E. ALTERNATE #5 – **Do not remove building #11 ACM roofing/flashing.** Subcontractor to omit all work associated with ACM roofing/flashing on building #11 (Chem. Lab). If this alternate is accepted by the project team, all work associated with the ACM roofing/flashing will be performed by the Demolition Contractor per bid package #3.
- F. ALTERNATE #6 – **Do not remove building #12 ACM roofing/flashing.** Subcontractor to omit all work associated with ACM roofing/flashing on building #12 (Subcoat Building). If this alternate is accepted by the project team, all work associated with the ACM roofing/flashing will be performed by the Demolition Contractor per bid package #3.
- G. **All alternates must be completed and submitted at the bid due day and time.**

**PART 2 – VOLUNTARY ALTERNATE**

Voluntary alternates are optional for the bidding contractor to utilize in offering performance of the work (varying from the defined bid scope) optional means and methods for execution of the desired outcome

**PART 3 - EXECUTION****3.01 Schedule of Alternates**

- A. Alternates are listed as required on the Form of Proposal, Section 00300B.

END OF SECTION

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**PART 1 - GENERAL**

**1.01 Requirements Included**

- A. The Construction Manager will coordinate the Work of the several Contractors for the Project.
- B. Each Contractor shall:
  - 1. Coordinate Work of his own employees and Subcontractors.
  - 2. Expedite his Work to assure compliance with schedules.
  - 3. Coordinate his Work with that of other Contractors.
  - 4. Comply with orders and instructions of the Construction Manager.

**1.02 Construction Organization and Start-up**

- A. Construction Manager shall establish on-site lines of authority and communications.
  - 1. Schedule and conduct pre-construction meeting and progress meetings
  - 2. Establish Procedures for Inter-Project Communications:
    - a. Submittals
    - b. Reports and records
    - c. Recommendations
    - d. Schedules
    - e. Resolution of conflicts
  - 3. Interpret Contract Documents:
    - a. Consult with Architect/Engineer to obtain interpretation.
    - b. Assist in resolution of questions or conflicts which may arise.
    - c. Transmit written interpretations to Subcontractors and to other concerned parties.
  - 4. Assist in Obtaining Permits and Approvals:
    - a. Owner's permits required for Work or for temporary facilities.
    - b. Verify that Contractors and Subcontractors have obtained inspections for Work and for temporary facilities.
- 5. Control the Use of Site
  - a. Supervise field engineering and site layout.
  - b. Allocate storage space and work storage areas for use of each Contractor or subcontractor.
  - c. Establish access, traffic and parking allocations and regulations.
  - d. Monitor use of site during execution of the work.

### **1.03 Construction Manager Duties**

#### **A. Construction Schedules:**

1. Provide a detailed schedule of basic operations.
  - a. Provide schedule for contractors to comply with Owner's requirements.
  - b. Require each contractor to prepare sub-schedules to comply with critical phases.
2. Monitor schedules as work progresses.
  - a. Identify potential variances between scheduled and probable completion dates for each phase.
  - b. Recommend to Contractors adjustment in schedule to meet required completion dates.
  - c. Adjust schedules of contractors or subcontractors as required.
  - d. Document changes in schedule and submit to other involved contractors.
3. Monitor compliance with schedule.
  - a. Verify that labor and equipment are adequate for the Work and the schedule.
  - b. Verify that product procurement schedules are adequate and transmitted to the Owner.
  - c. Verify that product deliveries are adequate to maintain schedule.
  - d. Report noncompliance to Owner. Present program to reestablish compliance with schedules.

#### **B. Process Shop Drawings, Product Data and Samples:**

1. Prior to submittal to Architect, review for compliance with contract documents.
  - a. disposal locations.
  - b. means of debris transportation.
  - c. Location of recycled materials destination.
  - d. Final ACM close out records.

#### **C. Review coordination drawings prepared by mechanical and electrical contractors.**

1. Prior to submittal to Owner, review for compliance with Contract Documents.

#### **D. Safety:**

1. Enforce compliance to all current OSHA, State and local regulations.
2. Provide a "Site Specific Safety Plan" utilizing the HSE requirements document. The plan should outline all work means and methods including any and all precautionary measures to prevent incidents or accidents from occurrence.
3. Any incident or accident MUST be reported to the site superintendant immediately (Within ½ hour) with a follow up report outlining the root cause analysis. A final report

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shall also indicate changes in the workplace for prevention of future incidents or accidents.

E. Inspection and testing:

1. Inspect Work to assure performance in accord with requirements of Contract Documents. Self inspection reports shall be performed minimally twice a week with reports turned over to the construction manager.
2. Administer special testing and inspections of suspect Work. Submit results and summary to Owner.
3. Reject Work which does not comply with requirements of Contract Documents.
4. Coordinate Testing Laboratory Services:
  - a. The Contractor shall at all times make his work safely accessible for inspection and testing as specified in the Contract Documents.
5. Report noncompliance with Contract Documents to the Architect and Owner. Submit data and summarize.

F. Monitor the use of temporary utilities:

1. Verify that adequate services are provided and maintained in a safe manner.
2. Provide alternate service with backup capabilities when critical work is involved.

G. Monitor Temporary Controls:

1. Respond immediately to cleaning notices from Owner.
2. Notify the construction manager immediately for problems with temporary services for power, water and sewer.

H. Arrange for delivery of products furnished by Owner and others:

1. Assistance in coordinating with the construction manager and Labella when the need for air monitoring and project monitoring is required.
2. Submit in advance, complete schedule requirements for project and air monitoring needs. Allow minimally 48 hours notice of the need.

I. Maintain reports and records at job site, available to the Owner.

1. Daily log of progress of Work of each Contractor. Contractors' log shall include number of men of each trade employed by day, equipment used and description of activity on a daily basis. A copy of this log shall be given to the Execution Representative on a weekly basis.
2. Records:
  - a. Contracts
  - b. Purchase Orders
  - c. Materials and equipment records
  - d. Applicable handbooks, codes and standards
  - e. Waste Manifests
  - f. All pertinent asbestos requirements outlined elsewhere within the contract

documents.

**PART 2 - PRODUCTS**

Not Applicable.

**PART 3 - EXECUTION**

**3.01 Coordination During Execution**

- A. All contractors and Subcontractors shall coordinate with other trades so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their Work and for the storage of their material and equipment.
- B. Coordinate all of the removals to control all silts from entering into storm sewer systems or collecting / ponding at certain locations around the entire site.
- C. Any variances or questionable scope of work issues shall be brought to the attention of the construction superintendent prior to the execution of such work for final interpretation. All requests shall be in writing. Discrepancies within the documents, the most stringent shall apply.

END OF SECTION

### **1.01 Permits and Licenses**

- A. The contractor shall obtain, maintain and pay for all require city of Rochester demolition permits.
- B. The contractor is required to obtain and pay for any asbestos permits or notices required by the local, state and federal regulations.
- C. Prior to final payment the Contractor shall deliver to the Construction Manager all permits and certificates of approval issued by any agency having jurisdiction
- D. Contractor to turn over 3 copies (in binder booklets) all waste manifests and any pertinent information regarding the disposal of any and all asbestos containing materials or any regulated materials.

### **1.02 Compliance**

- A. The Contractor shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work.

### **1.03 Additional Compliance**

- A. The Contractor, Subcontractors, and the employees of the Contractor and Subcontractors, shall comply with all regulations governing conduct, access to the premises, operation of equipment and systems and conduct while in or near the premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business in the areas adjacent to the site.
- B. The Owner shall provide controlled inspections for numerous items of work as part of quality assurance and state and federal guidelines. The Contractor shall cooperate and supply the necessary labor and material to comply with the Owner's Testing Agency.

END OF SECTION



## **PART 1 – GENERAL**

### **1.01 Section Includes**

- A. Construction Superintendent / Project Manager.
- B. Contractor Daily report.
- C. Progress meetings.
- D. Coordination drawings.
- E. Submittals for review, information, and project closeout.
- F. Number of copies of submittals.
- G. Submittal procedures.

### **1.02 Job Site Administration**

- A. Construction Superintendent/ Project Manager
  - 1. The Contractor shall furnish and identify supervision of sufficient expertise who will be responsible to provide the direction and coordination which will insure that all Work is performed in accordance with the Contract requirements. The individual (s) are considered essential to the Work being performed under the Contract. Substitutions for any such individuals or substantial reductions in any of their efforts shall not be made without the prior written approval of the Construction Manager.
  - 2. All communications by the Contractor's Subcontractors concerning the work shall be directed to the attention of the Contractors supervisor who shall be responsible for all communications with the Construction Manager (LeChase Construction).
- B. Contractor's Daily Reports
  - 1. As soon as the Contractor has commenced construction Work on the project he shall submit to the Construction Manager written daily reports. Each report shall indicate the scope of the Work performed the previous day by any of his employees, including the employees of his Subcontractors. Daily reports must be submitted no later than 12:00 noon the following day. The reports shall be prepared by the Contractor's Superintendent and shall bear his signature. Each report shall contain the following information at a minimum:
    - a. The type of material and / or major equipment being demolished and / or installed by the Contractor and Subcontractors, the total number of employees and man-hours worked in each construction trade category on the particular day by the Contractor and Subcontractors and a general description of the areas in which the work took place.

- b. A detailed description including names, dates, time, location, etc. of any accident or lost time incident that occurred on that particular day. This does not relieve the Contractor of submitting a separate detailed Accident/Incident report. All incidents or accidents must be reported to LeChase Construction within ½ hour of the occurrence.

### **1.03 Project Coordination**

- A. Cooperate with the Construction Manager in allocation of mobilization areas of site; for field offices and storage trailers, for building access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through the Construction Manager.
- C. Comply with Construction Manager Procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Construction Manager for use of temporary utilities and construction facilities.
- E. Make the following type of submittals to Architect / Engineer through the Construction Manager :
  - 1. Requests for interpretation.
  - 2. Disposal Plan.
  - 3. Demolition Plan.
  - 4. HSE site specific Plan.
  - 5. Asbestos work Plan.
  - 6. State and Federal required documents for ACM and other regulated materials
  - 7. Closeout submittals.

### **1.04 Project Meetings shall be held to accomplish the following:**

- A. Establish a sound working procedure and relationship among all Contractors, LeChase Construction and LaBella.
- B. Review schedule, resolve conflicts, review requisitions, proposals and change orders.

### **1.05 Progress Meetings**

- A. The Construction Manager will schedule and administer weekly meetings throughout the progress of the Work.
- B. The Construction Manager will make arrangements for meetings, prepare the agenda with copies for participants, and preside at meetings.
- C. Attendance Required. Contractors' Project Manager and Job Superintendent, representatives of major subcontractors and suppliers are required to attend.

- D. Prepare the 3-week Short Interval Schedule (SIS) prior to the meeting. Review SIS with the Contractors during the meeting and update as necessary.
- E. Agenda:
  - 1. Safety
  - 2. Review minutes of previous meetings.
  - 3. Review of Work progress.
  - 4. Field observations, problems, and decisions.
  - 5. Identification of problems which impede planned progress.
  - 6. Review of submittals schedule and status of submittals.
  - 7. Review of off-site fabrication and delivery schedules.
  - 8. Maintenance of progress schedule.
  - 9. Corrective measures to regain projected schedules.
  - 10. Planned progress during succeeding work period.
  - 11. Coordination of projected progress.
  - 12. Maintenance of quality and work standards.
  - 13. Effect of proposed changes on progress schedule and coordination.
- F. The Construction Manager will record minutes and distribute copies after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

**1.06 Daily Foreman Meetings (Morning Huddles)**

Daily Foreman Planning Meetings for on-site contractors will be held during the performance of the work of this Contract with the Construction Manager's Superintendent and are mandatory to be attended by ALL workers.

**1.07 Initial Job Meeting (Orientation Meeting)**

The Construction Manager shall call an initial job meeting which the Contractor shall attend. This meeting shall be called prior to the start of construction.

END OF SECTION

## **PART 1 - GENERAL**

### **1.01 General**

A critical Path Method (hereinafter referred to as CPM) shall be provided by the Contractor and shall be used to schedule the progress of the Work. All Work shall be done in accordance with the Project CPM Schedule and the Contractor agrees to cooperate fully with the Construction Manager in the development, implementation and updating of the Project CPM Schedule. The Work shall be based upon meeting all the established completion dates, even if to meet such milestone dates requires expedited delivery of material, additional manpower, additional equipment, additional concurrent operations and overtime.

### **1.02 Preliminary Requirements**

- A. The Contractor shall cooperate in every way possible in order to maintain the completion date and meet all the intermediate milestone dates. The Contractor expressly understands and agrees that no additional compensation shall be paid for such cooperation.
- B. The Contractor shall, when directed by the Owner or the Construction Manager, shall develop, implement and update a detailed Critical Path Method sub-schedules for any special area of the Work.

### **1.03 Payment**

The Contractor shall furnish a breakdown of the total Contract price by assigning dollar values to each applicable Project CPM Schedule work activity which cumulatively must equal the total Contract amount. In computing this price schedule of contract activities, the Contractor's overhead and profit shall be prorated into all of the activities contained in the Project CPM Schedule.

### **1.04 Breach of Contract**

The Contractor's failure to comply with any requirement of Division 01311 of the General Requirements shall constitute a material 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.

November 10, 2009

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**1.05 Time of Completion**

Notwithstanding the implementation of the Project CPM Schedule, it is the sole responsibility of the Contractor to complete the Work within the time of completion required by the Contract.

END OF SECTION

## **PART 1 - GENERAL**

### **1.01 Requirements Included**

- A. Electricity/Lighting.
- B. Heating, Ventilating and Air Conditioning.
- C. Telephone Service.
- D. Water.
- E. Sanitary Facilities.
- F. Barriers.
- G. Enclosures.
- I. Security.
- J. Field Offices and Sheds.

## **PART 2 - PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

### **3.01 Electricity/Lighting**

- A. There will be temporary power available in building #11 for work covered under this bid package # 2.
- B. All power required for the performance of the work scope covered under this bid package from the temporary power panel in building #11 to areas throughout is the sole responsibility of the contractor for this bid package # 2.
- C. Each Contractor is required to provide their own extension cords meeting the designation "hard" or "extra hard" usage as required by the OSHA construction standards.
- D. The Contractor for this bid package # 2 will maintain lighting and make routine repairs as well as modify the systems to meet changing construction needs as required by all codes. This work will be performed only after notification to and approval (in writing) from the Owner/Architect/Construction Manager.
- E. Any modifications will be performed in a way which is most efficient and cost effective to the project.
- F. All electrical work must be performed by an electrical contractor licenced within the State of New York



### **3.02 Heating Ventilating and Air Conditioning**

- A. It shall be the responsibility of the contractor for this bid package # 2 to provide temporary heat and protection required to perform his work within contract requirements and to maintain schedule.
- B. Owner's approval must be given prior to operation of permanent facilities for temporary purposes. Verify that installation is approved for operation and that filters are in place.
- C. Each contractor shall provide ventilation of enclosed areas to cure materials, to disperse humidity and to prevent accumulations of dust, fumes, vapors or gases as required in performing his work.

### **3.03 Telephone Service**

- A. Each contractor shall arrange and pay for any telephone service with the local utility if desired or needed by that contractor.

### **3.04 Water**

- A. Temporary water is will be available and located in the guard shack at the southwest corner of building #11. LeChase Construction will provide hose bib connections within the old guard shack for contractors use. Consumption of water will be paid for by the Owner.

### **3.05 Sanitary Facilities**

- A. Temporary toilets shall be provided and maintained by the contractor for this bid package # 2 for all of those contractors' employees. Cleaning of the toilets shall be minimally once per week. It is expected that Contractor's personnel will not abuse these facilities.
- B. Existing Owner facilities shall not be used.

### **3.06 Barriers for Building**

- A. The Construction Manager will provide an enclosed site with lockable gates. Any specific protections of equipment or the work is the sole responsibility of each contractor.

### **3.07 Enclosures for Building**

- A. Each Contractor shall provide temporary closures of openings to exterior surfaces to provide acceptable working conditions and protection for materials and to prevent entry of unauthorized persons and or encapsulate temporary heat.

### **3.08 Field Offices and Sheds**

- A. Each contractor shall provide; if desired, field office and storage sheds for tools, materials and equipment. Location and size of temporary structure must be approved by the Construction Manager.

### **3.09 Removal**

- A. Remove temporary materials, equipment, services and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities. Remove underground installations to grade site as indicated. Restore existing facilities used during construction to original condition.

END OF SECTION

**PART 1 - GENERAL**

**1.01 Fire Protection and Precaution**

- A. Each Contractor shall designate a responsible member of his organization whose duty shall be the enforcement of fire safety regulations, and shall properly instruct his Subcontractors, as well as his own workmen, with regard to fire protections and precautions. The Contractor shall coordinate with the Owner/Construction Manager regarding OSHA, State and local rules and regulations relative to fire protection and fire reporting procedures in force at the location of the Work.
- B. Each Contractor shall maintain free access to the areas of Work for fire fighting equipment and shall at no time block off main roadways or access routes without providing adequate auxiliary routes of entrance for fire fighting equipment, including heavy fire department trucks, where applicable.
- C. Unless otherwise required by OSHA, State and local codes and regulations having jurisdiction, each Contractor shall provide and maintain during construction not less than one (1) fire extinguisher which is to be located near open flame or welding work. Fire extinguishers shall be in good working order, conspicuously identified, clearly visible and readily accessible, for proper protection of the building. Provide additional extinguishers at concentrated areas of combustible materials, as required. Coordinate and comply with Owner's requirements for work in the existing building, including use of flame and welding permits.
- D. Fire extinguishers shall be of an approved type (UL Type 2A), suitable for the hazards to be encountered; in areas of flammable liquid, asphalt or electrical hazards, extinguishers shall be equivalent to the carbon dioxide type or dry chemical type. All fire extinguishers shall be U.L. labeled, and shall be inspected at regular intervals and recharged as necessary. During cold weather, extinguishers subject to freezing shall be enclosed in heated cabinets or otherwise protected.
- E. Each Contractor shall take all necessary precautions to guard against and eliminate all possible fire hazards and to prevent fire damage to any construction work, building materials, equipment, temporary field offices, storage sheds and all other property, both public and private. Immediately correct any hazardous conditions which may result from construction operations. Provide noncombustible shields against sparks, flames, hot metal during welding, flame-cutting or other operations involving the use of flame, sparks or sparking devices.
- F. Gasoline, benzene, nor other hazardous combustible or explosive materials shall be stored within the structure. Not more than one (1) day's supply of flammable liquids may be brought into the structure at any time. The bringing in, use and disposal of such materials shall be in compliance with applicable ordinances and regulations of public authorized and Fire Underwriters having jurisdiction. Bulk supply of any flammable liquid shall be sited a safe distance away from any structure and material storage area, and shall be conspicuously identified as a hazardous area with no smoking or flames permitted. Combustible liquids shall be placed in metal containers and disposed of off the site. Pouring of combustible liquids into sewers, manholes, traps or other drain systems will not be permitted.
- G. Accumulations of oil-soaked rags, papers, and other similar combustible materials shall be removed from the structures daily.

END OF SECTION

## **PART 1 - GENERAL**

### **1.01 Requirements Included**

- A. Construction Parking Control.
- B. Flagmen.
- C. Warning Lights.
- D. Haul Routes
- E. Traffic Signs and Signals.
- F. Removal.

## **PART 2 - PRODUCTS**

### **2.01 Signs, Signals and Devices**

- A. Post-mounted and wall-mounted traffic control and informational signs as required.
- B. Traffic Cones, Drums and Lights: As approved by codes and Construction Manager.
- C. Flagman Equipment: As required by codes and Construction Manager.

## **PART 3 - EXECUTION**

### **3.01 Construction Parking Control**

- A. Control vehicular parking to prevent interference with traffic and parking, access by emergency vehicles, and other site operations. No on-street parking is permitted.
- B. Monitor parking of construction personnel's vehicles.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

### **3.02 Flagmen**

- A. Provide trained and equipped flagmen to regulate traffic when construction operations (i.e. material deliveries, etc) or traffic encroach on traffic lanes.

### **3.03 Warning Lights**

- A. Use as required by codes or Construction Manager.

### **3.04 Haul Routes**

- A. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with traffic as required by State and Local authorities.

### **3.05 Traffic Signs**

- A. The Contractor will furnish and install signs at approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected traffic when making major deliveries or performing rigging.
- B. Relocate as Work progresses, to maintain effective traffic control.

### **3.06 Removal**

- A. Remove equipment and devices when no longer required. Repair damage caused by installation.
- B. Keep all city roadways and sidewalks clean from construction/demolition debris

END OF SECTION

SECTION 02101  
DEMOLITION AND ENVIRONMENTAL MANAGEMENT OF IMPACTED MEDIA

PART 1 - GENERAL

1.1 WORK COMPLETED UNDER THIS SECTION

- Demolition of all structures.
- Removal of all floor slabs and foundations.
- Transportation and disposal of all waste.
- Segregation of waste streams.
- Management of Impacted Media

1.2 RELATED WORK SPECIFIED ELSEWHERE

- Earthwork and Backfill: Section 02250
- Soil Compaction: Section 02251
- Erosion and Storm water Control: Section 02270
- Containerization, Characterization and Disposal of Waste: Section 02300
- Decontamination of Equipment and Building Materials: Section 02400

1.3 DEFINITIONS

- A. *Project Manager* refers to City of Rochester designated Project Manager.
- B. *CM* indicates the City of Rochester designated Construction Manager (LeChase Construction).
- C. *Environmental Consultant* indicates the City of Rochester designated environmental consultant (LaBella Associates), selected to be responsible for environmental oversight activities during redevelopment of the Project Site.
- D. *Demolition Materials* indicates any large foundations, wood, metal scrap, plastic, drainage piping, refuse, or other miscellaneous solid waste.
- E. *Hazardous* indicates materials which are hazardous by any characteristic including Corrosivity, Toxicity, and Ignitability, as defined in 40 CFR 262, and/or materials which contain polychlorinated biphenyls (PCBs) at concentrations greater than 50 parts per million (ppm) as defined in 40 CFR Part 761.
- F. *Hazardous Waste* indicates a material that has been deemed a hazardous waste based on the Waste Generator's knowledge or has undergone analytical testing and is shown to be a characteristic hazardous waste.



- G. *Non-Hazardous* indicates materials which are not hazardous by any characteristic as defined in 40 CFR 262.
- H. *Non-Hazardous Waste* indicates a material that has undergone waste characterization testing and the characterization testing did not identify characteristics of hazardous waste.
- I. *Impacted Groundwater* indicates groundwater impacted by contaminants including, but not limited to, petroleum products, chlorinated solvents, and/or elevated metals.
- J. *Impacted Media* includes Impacted Solid Waste, Impacted Soil, and Impacted Groundwater as defined above.
- K. *Impacted Soil* indicates soil or fill materials impacted by contaminants including, but not limited to, petroleum products, chlorinated solvents, and/or elevated metals.
- L. *Impacted Solid Waste* indicates hazardous and non-hazardous waste, including but not limited to soil, sediments, sludge, liquids, and groundwater, impacted by contaminants including, but not limited to, petroleum products, chlorinated solvents, and/or elevated metals, in addition to demolition material (e.g., concrete, steel, plastic, etc.) which has been impacted by any of the above.
- M. *M/P Sub-Grade Structures* indicates mechanical/plumbing-related (M/P) sub-grade structures including, but not limited to, hydraulic lifts, floor drains and associated piping, oil/water separators, pits, and waste-water disposal structures.
- N. *Orphan* refers to M/P sub-grade structures or Underground Storage Tanks (USTs) which are out of use and whose presence and/or location is uncertain and therefore are not shown on the plans.
- O. *Regulated Solid Waste* indicates materials such as plastics, metals (non-recyclable), and/or C&D not to be re-used on-site. [Note: This does not include any materials that have been characterized and are considered Asbestos Containing Materials, PCB Containing Materials, Hazardous Waste, Non-Hazardous Waste, etc.]
- P. *T&D Facility* indicates any facility that treats, stores, or disposes of any wastes.
- Q. *Waste Characterization* testing indicates certified laboratory analytical testing done on any waste material for the purpose of acceptance at a T&D Facility. Analytical parameters are determined on a case by case basis in conjunction with the T&D Facility.
- R. *Waste Generator* indicates the City of Rochester for this project
- S. *Waste Manifest* indicates the regulatory paperwork signed by the Waste Generator that accompanies each shipment of waste from the Site to the T&D Facility.
- T. *Waste Profile* indicates the regulatory paperwork completed by a waste generator for the purpose of acceptance at a T&D Facility.
- U. *Waste Storage Area* indicates the designated location for storage of wastes that have been containerized but are awaiting characterization results or have been characterized and are awaiting transport and disposal.

#### 1.4 SUBMITTALS

- A. The Contractor shall submit a Site-Specific Health and Safety Plan. This plan will require review and approval by the Environmental Consultant prior to the start of any work.
- B. The Contractor shall submit certificates of completion of 40-hour HAZWOPER training for all employees to be engaged in sub-surface work at the Site.
- C. A list of approved facilities for disposal of wastes is included in the LeChase Bid Package. The Contractor may submit alternate T&D facilities to the CM for approval by the Project Manager. No waste will be allowed to be shipped to a facility not listed in the LeChase Bid Package without written authorization from the CM or Environmental Consultant.
- D. The Contractor shall provide completed waste profiles to the Project Manager and the Environmental Consultant for review and approval prior to shipment of any materials.
- E. The Contractor shall provide a copy of the Monroe County Pure Waters Division Industrial Wastewater Discharge Permit prior to discharge of any water to any sewers.
- F. The Contractor shall provide a copy of any required UST Removal permit issued by the City of Rochester and approved by the City of Rochester Fire Marshall.
- G. Contractor shall submit material data and technical specifications for all materials specified in Part 2 of this Section.

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS AND EQUIPMENT

- A. The Contractor shall provide all necessary material and equipment as to manage hazardous and non-hazardous waste, including but not limited to soil, sediments, sludge, liquids, groundwater, and demolition material (e.g., concrete, steel, plastic, etc.), to the satisfaction of the Environmental Consultant, and the Project Manager.
- B. The Contractor shall provide high-pressure sprayers for decontamination activities.
- C. Water: Potable water shall comply with all applicable NYSDOH regulations. Permission is required from the Rochester Water Bureau to use water from fire hydrants. Hydrant use requires the use of a meter and backflow preventer. The Contractor shall obtain hydrant use permits and pay all fees and deposits.
- D. The Contractor shall provide all material and equipment necessary to implement the dust suppression system, to the satisfaction of the Environmental Consultant, and the Project Manager.
- E. The Contractor shall provide reinforced 6-mil polyethylene sheeting that meets all requirements of ANSI Specification D2103.

- F. The Contractor shall provide new DOT approved 55-gallon drums for liquids containerization. The drums should be of material compatible with their contents. Alternatively if the volume of the material generated is significant then frac tanks may be utilized for collection and storage.

### PART 3 – EXECUTION

#### 3.1 COORDINATION WITH THE ENVIRONMENTAL CONSULTANT

- A. The Environmental Consultant will be on-site continuously during phases of the project when building slabs, foundations, utilities and/or M/P sub-grade structures that are located in areas of known or likely contamination are scheduled to be removed.
- B. Notification to the Environmental Consultant
1. The Environmental Consultant shall be notified when the following types of work will take place:
    - Removal of floor slabs and foundations
    - Removal of M/P Sub-grade Structures or USTs
    - Removal of existing sub-grade Utilities
    - All other excavation work
- C. The Contractor shall notify the Environmental Consultant at least 2 working days prior to conducting work requiring the presence of the Environmental Consultant on site as defined above.
- D. The Contractor shall allow and provide access to the work at all times for the Environmental Consultant to complete testing and observations.
- E. The Contractor shall follow the directions of the Environmental Consultant regarding classification, reuse, recycling, salvage, or stockpile for off-site disposal of impacted or potentially impacted sub-surface materials. No sub-grade structures, pavements, slabs, demolition materials or other materials in contact with on-site soils shall be removed from the site without the written approval of the CM, the Environmental Consultant, and the Project Manager.
- F. During the work, if conditions are encountered which require the presence of the Environmental Consultant; the Contractor shall notify the Environmental Consultant and immediately stop work requiring the Environmental Consultant's presence until the Environmental Consultant is on-site. The Owner is not responsible for costs resulting from any subsequent delays if 2 working days notification was not given.

#### 3.2 DEMOLITION PROCEDURES

- A. The cumulative test results from the soil samples taken as part of numerous subsurface investigations are considered insufficient for this project. Additional sampling and testing is anticipated to fully characterize on-site conditions. Interim Remedial Measures (IRM) are anticipated to be completed to remove select areas of soil contamination from contact with foundation walls prior to demolition. However, it is anticipated that (a) not all impacted media will be removed during the IRM phase, and (b) unknown areas of impacted media may be encountered. Procedures to address these situations are included in this specification.

- B. Demolition material including any wood, metal scrap, drainage piping, or other miscellaneous solid waste, which are determined to be physically unacceptable for re-use shall be separately stockpiled for off site disposal. Disposal by the Contractor shall be as follows:
1. Non-contaminated demolition material excluding concrete and brick shall be transported to a non Part 360 permitted construction and demolition debris (C&D) disposal site, with prior written approval from the Project Manager, the Environmental Consultant, and the CM.
  2. Concrete and brick shall be recycled on site in accordance with the LeChase Bid Package.
  3. Impacted demolition material that can be cleaned as described in 3.2 C below, to the satisfaction of the Environmental Consultant shall be taken to the appropriate disposal facility based on characterization sampling or recycled following cleaning, as deemed appropriate by the Environmental Consultant.
  4. Any non-contaminated metal scrap shall be taken to a recycling facility.
- C. The Contractor shall stage the following materials for waste characterization sampling by the Environmental Consultant:
1. Any demolition materials which are physically unacceptable for re-use, or which exhibit evidence of impairment, and cannot be cleaned.
  2. The Contractor shall not transport or dispose off-site any environmentally impacted media, solid waste, or demolition material.
- D. Cleaning of Impacted Demolition Material shall be by physical methods such as scraping, shaking, brushing, etc. Should the Contractor utilize methods which generate liquid waste streams, the Contractor is responsible for proper containerization and disposal of said wastestream. The Environmental Consultant will work with the Contractor to collect and provided the appropriate waste characterization sampling and analysis.
- E. The Contractor shall not transport or dispose of any soil or sub grade fill materials generated from the site without express written permission from the CM, the Environmental Consultant, and the Project Manager.
- F. The Soils Management Plan (SMP) (refer to Section 3.3) will aid in minimizing the health, safety, and environmental issues associated with the excavation and relocations of these materials.
- G. Particulate and ambient air monitoring and the availability of dust suppression measures are required by the NYSDEC during construction activities that disturb Impacted Solid Waste, Impacted Soil, or Impacted Groundwater. The Environmental Consultant shall perform the particulate and ambient air monitoring during activities that affect the sub surface. The Environmental Consultant will provide air monitoring data to the Contractor at the Contractor's request, and whenever predetermined levels are exceeded. It is anticipated that the majority of the excavation work can be performed in Level D personal protective equipment. The Contractor shall provide 40-Hour OSHA-trained workers for those activities which have the potential to encounter hazardous substances or hazardous waste, including all sub-surface activities.

### 3.3 SOIL MANAGEMENT PLAN

A. The Contractor shall implement the following Soil Management Plan (SMP).

B. Classification of Solid Waste and Impacted Media

1. Areas of Impacted Media are present throughout the Project Area. It should be noted there is a potential for unknown areas of Impacted Media in the project area that may be encountered during demolition.
2. The Environmental Consultant shall classify areas of impacted media as they are exposed by the Contractor's demolition/excavation activities. Impacted media shall be screened by the Environmental Consultant in the excavator bucket or as practicable, as it is encountered by the Contractor. The Environmental Consultant will classify the materials into the categories described in the following table:

CLASS OF MATERIAL	PHYSICAL DESCRIPTION	SCREENING PARAMETER	MANAGEMENT/ RE-USE OF MATERIAL
Class 1	Soil, fill materials, and visually identifiable non-contaminated solid waste (e.g. brick, concrete, rock).	No Discernable Odor; Photoionization Readings (PID) Readings < 10 ppm; No Staining; Field X-ray fluorescence (XRF) Readings below threshold values.	Crushing and processing to facilitate re-use. Use on-site for non structural fill.
Class 2	Soil, Fills and Masonry Materials with visible staining or other evidence of impairment.	Petroleum Odor; Staining PID Readings Greater than 10 ppm. Field XRF Readings above threshold values. May contain limited free phase petroleum liquids	Soils and Fills: Staging on-site for waste characterization and future off-site disposal.  Masonry Materials: Decontamination in accordance with the Decontamination Specification and/or Containerization, Characterization and Disposal Spec.
Class 3	Solid waste physically unacceptable for re-use (e.g. lumber, refuse, metal scrap, drainage piping, etc.)	May contain evidence of Impairment.	Staging on-site for waste characterization and future off-site disposal.

CLASS OF MATERIAL	PHYSICAL DESCRIPTION	SCREENING PARAMETER	MANAGEMENT/ RE-USE OF MATERIAL
Class 4	Significantly impacted soils either solid waste impacted with significant free phase petroleum or possibly solid waste impacted by other constituents of concern.	Strong petroleum or other odor; Significant presence of free phase liquids; PID readings of 1000 ppm or greater; Field XRF Readings well above threshold values; Laboratory analysis required for characterization.	Staging on-site for waste characterization and future off-site disposal.

**NOTE:** *Based on the constituents of concern, in addition to the field screening methods described above the Environmental Consultant may also collect representative samples for laboratory analysis to confirm the actual level of contaminants within the target matrix. The Environmental Consultant may direct the contractor to manage the material in accordance with a higher Material Class regardless of observations made in the field.*

*Notes:*

1. *Soils that are encountered at the site that demonstrate evidence of impairment will be screened with a PID and an XRF Meter. Soils that exhibit a PID reading of less than 10 ppm or values below the XRF Threshold Values will be considered clean Class 1 material.*
2. *The Contractor shall not transport or dispose off-site any environmentally impacted media, solid waste, or demolition material without complete characterization and approval as required under this contract.*
3. Impacted Soil, Sediments, Liquids, and Impacted Groundwater may be recognized by petroleum or chemical odors, visual gray to black staining of soil, sheen on surface water, and measurements of VOCs on a total Photo-Ionization Detector (PID) meter or by the presence of elevated XRF field screening values. The volatilization of contaminants or the presence of elevated concentrations of metals present in Impacted Media may represent a worker health and safety concern for construction workers at the Site. The Community Air Monitoring Plan described in Section 3.5, details methods and procedures that the Environmental Consultant will use to monitor for these concerns.
4. If questions arise during identification of Impacted Media, the Environmental shall make the final determination for the classification on how the spoils generated during the construction activities at the project location will be managed.
5. Upon disturbance of Impacted Media, the Contractor shall follow the procedures outlined in the following sections, as well as the Contractor's approved Site-Specific Health and Safety Plan.

C. On-Site Management of Impacted Soil and Groundwater

**Note:** *It is not the intent of this contract to require that the demolition contractor be required to conduct soil remediation as part of the scope of work for this project. However, it is possible that during the course of the demolition of the on-site structures the contractor may encounter Impacted Soil or other media. As a general course of action, these materials when encountered need to be managed in accordance with the Specifications and not re-utilized on-site. Section 3.3 C describes the contractor's responsibility under this contract.*



1. Impacted Soil shall be screened by the Environmental Consultant to determine its Material Classification according to the table in 3.2-B-2 above. Impacted Soil shall be screened by the Environmental Consultant in the excavator bucket or as practicable, as it is encountered by the Contractor. Impacted Soil that is classified as contaminated and requiring off-site disposal shall be stockpiled and staged on and covered with one layer of reinforced 6-mil thick polyethylene sheeting at the end of each work day. Staging area details are provided at the end of this Section. The Contractor shall secure the sheeting and maintain such stockpiles' integrity to the satisfaction of the Environmental Consultant. Stockpiling locations shall be approved by the Environmental Consultant and in accordance with the SMP.
2. Demolition items that are in contact with and contaminated by Impacted Soil when removed/excavated during the work shall be decontaminated by the Contractor in accordance with NYSDEC STARS Guidance Memo #1, and the Impacted Soil shall be in accordance with Section 3.3 C above at the discretion of the Environmental Consultant. If Impacted Soil is encountered in small quantities (i.e. within a single test pit) and excavated at the direction of the Environmental Consultant, it shall be staged on and covered with one layer of reinforced 6-mil thick polyethylene sheeting and secured for inclusion with the Environmental Contract. The Contractor will not be required to excavate quantities greater than 15 in-place cubic yards. Impacted Soil attached to building foundations or underground piping shall be removed and managed in accordance with Section 3.3 C.
3. The Environmental Consultant shall be the sole judge of whether demolition materials are impacted, and whether they have been adequately decontaminated. The decision of the Environmental Consultant shall be binding on the Contractor. The Contractor is not required to perform soil excavation to remove the source of contamination, except as described above.
4. Impacted demolition materials which cannot be decontaminated shall be stockpiled separately from demolition materials considered free of impacted media in areas approved by the Environmental Consultant. Impacted Demolition materials shall be staged on and covered with one layer of reinforced 6-mil thick polyethylene sheeting at the end of each work day. The Contractor shall secure sheeting and maintain such stockpiles' integrity to the satisfaction of the Environmental Consultant. The Environmental Consultant shall determine demolition materials unable to be segregated from Impacted Soil.
5. Non-Impacted Soil that does not contain constituents of concern that is excavated during the work shall not be removed from the site. This material shall be evaluated by the Environmental Consultant, and if acceptable, used as approved on-site backfill at the location generated.
6. At the end of each day the Contractor shall cover stockpiled materials with reinforced 6-mil polyethylene sheeting to minimize transport of particulates by wind or rain. The Contractor shall ensure that cover remains in place.
7. No Impacted Soil shall be reutilized as backfill.

8. Impacted Soil shall not be removed from the Site by the Contractor without following the procedures outlined in the Containerization, Characterization and Disposal Specification.
9. If it is determined that Impacted Groundwater at the project location is required to be pumped to advance demolition activities, the Contractor shall pump the Impacted Groundwater into a holding tank and staged on-site pending discharge under a site-specific MCPW Discharge Permit or off-site disposal. The Environmental Consultant shall perform all characterization testing. If the water is determined by characterization testing to be suitable for discharge to the sewer, the Contractor shall be responsible for obtaining all applicable permits, including a Monroe County Pure Waters Division Industrial Wastewater Discharge permit.
10. The Contractor shall not discharge or remove any impacted wastewater from the Site without obtaining express written permission from the CM, the Environmental Consultant, and the Project Manager.

D. Orphan Underground Tanks and M/P Sub-Grade Structures

1. During demolition activities there is a potential to encounter orphan Underground Storage Tanks (USTs), or M/P sub-grade structures that contain impacted media. If encountered, these items shall require specific management and disposal requirements outlined in this Section.

*Note: In order to remove USTs within the limits of the City of Rochester, the Contractor must be permitted by the City and approved by the City of Rochester Fire Marshall.*

2. If orphan UST(s) or M/P sub-grade structures are encountered by the Contractor, work shall stop immediately in the vicinity of the UST or structure and the Environmental Consultant must be immediately notified. The Environmental Consultant will assess the condition of the UST(s) or structure, where practicable. The Environmental Consultant shall then immediately notify the CM and the Project Manager of the UST(s) or structure. The Environmental Consultant shall determine when it is practicable to resume demolition work in the vicinity of the UST(s) or structure.
3. The Contractor shall immediately notify the Environmental Consultant upon any known environmental release from and/or encountered but not limited to an UST, or M/P sub-grade structure. The Environmental Consultant shall notify the CM and the Project Manager of any known release. The Project Manager shall make the determination of any spill reporting requirements with 6NYCRR Part 613.8, 6NYCRR Part 595.2, 6NYCRR 597.2 or any other local, state, or federal agency laws and regulations.
4. If a UST or M/P sub-grade structure is damaged during discovery such that the contents of the structure are released, the Contractor shall provide the appropriately trained personnel and equipment to address the release. Possible action items include; sludges, non-aqueous liquids, or contaminated water shall be removed from the subsurface structure and the sludges or liquids shall be containerized by the Contractor, characterized by the Environmental Consultant, and staged on-site pending off-site disposal by others under separate contract.

5. Demolition items such as USTs or M/P sub-grade structures may contain sludges, non-aqueous liquids, or contaminated water. To the extent feasible the Contractor shall avoid damaging such structures upon discovery. Based on the special nature of the work associated with the decommissioning and removal of USTs or M/P sub-grade structures that contain regulated or hazardous wastes the removal of such structures will be completed by others (outside of the demolition contract). The subsurface structures will be decontaminated in accordance with NYSDEC STARS Guidance Memo #1, and the sludges or liquids containerized, characterized, and staged on-site pending off-site disposal by others under separate contract. Coordination between the Contractor and Specialty Environmental Contractor will be completed by the Environmental Consultant. The removal of any USTs or M/P sub-grade structures will be completed as soon as possible based on each discrete situation. The Environmental Consultant will work closely with the Contractor to minimize the impact to the Contractor's demolition schedule.

6. Demolition of non-suspect M/P structures (i.e. storm distribution boxes, etc.) will be the responsibility of the Contractor. During removal/decommissioning of the M/P sub-grade structures the Environmental Consultant shall evaluate the soils adjacent to each structure. If it is determined that negative impacts to site soils have occurred, then the Contractor shall conduct a preliminary test pitting assessment of any area of environmental concern as directed by the Environmental Consultant in order to provide an area from which subsurface soil, solid waste, and fill materials can be readily observed and sampled by the Environmental Consultant. In addition, test pitting will provide a practical method to determine if subsurface structures may interfere with planned corrective action and site redevelopment activities.

It should be assumed that approximately 40 test pits will be required, approximately 3-ft by 3-ft, to depths of approximately 3-feet below the bottom of the structure. Following excavation, test pits must be backfilled to match the surrounding grade and in accordance with all backfill and compaction requirements.

7. All sub-grade structures shall be inspected by the Environmental Consultant to determine suitability for reuse, recycling, or disposal in accordance with the Specifications.

8. The Environmental Consultant shall visually assess the subsurface structures, associated soil, and any solid waste from the test pits, and will monitor the air from the soil in the test pit excavations for volatile organic compounds using a PID and metals in the soil with an XRF. The information gathered from the visual assessment and instrument readings will be used to determine locations to collect soil samples for characterization.

9. The Environmental Consultant shall be responsible for all testing and characterization of Impacted Media and demolition materials described in this Section.

10. After the M/P Structure is removed the Contractor shall backfill the excavation with material approved by the Environmental Consultant and the CM.

E. Construction of Temporary Vehicle and Equipment Decontamination Pad:

1. The Contractor shall construct a temporary decontamination pad that will be used to decontaminate the earthwork related equipment in a location determined in the field and agreed upon by the Contractor and the Environmental Consultant.

2. The decontamination pad shall be constructed of two layers of 6-mil reinforced polyethylene sheeting, with a sump, for the purposes of collecting wash water. Wash water will be stored in 55-gallon drums or storage tanks. Accumulated sediments shall be legally disposed of in accordance with all applicable regulations at a location approved by the Environmental Consultant and the Project Manager.
3. The Contractor shall be responsible for all costs relating to legally disposing of the decontamination pad materials, wastewater and sediments at a facility approved by the Environmental Consultant and the Project Manager. All permits and waste disposal manifests shall be submitted to the Project Manager and the Environmental Consultant for review and signature prior to shipment. All permits, waste disposal manifest, and receipts associated with decontamination pad materials disposal shall be submitted to the Project Manager and the Environmental Consultant.
4. The Contractor shall provide potable water and high-pressure sprayers for decontamination activities.

F. Services Provided by the City

The City shall retain an Environmental Consultant to perform the following work:

1. Classify impacted media as they are exposed by the Contractor's demolition/excavation activities.
2. Monitor Impacted Fill and soils during excavation and determine clean soil media from impacted media.
3. Conduct particulate monitoring of ambient air quality at the perimeter of the project location, and provide guidance to the Contractor regarding the need for implementation of dust suppression measures.
4. Conduct VOC monitoring of ambient air at the work area and the perimeter of the project location, and provide guidance to the Contractor regarding the need for implementation of VOC suppression measures.
5. Conduct sampling and waste characterization.
6. Review waste profiles and shipping papers.
7. Communicate with and obtain written approvals from the Project Manager.
8. Create and distribute a list of Emergency Contacts to be notified under the provisions of the CAMP detailed in section 3.5.

G. Services Provided by the Contractor

The Contractor shall provide all labor, equipment, and materials necessary to perform the following work items as specified in this Section, including:

1. Coordination of utilities clearance.
2. Segregation of impacted media from demolition materials.
3. Dewatering of excavation, containerization of all removed wastewaters and discharge/disposal of said waters.
4. Implementation of dust and suppression measures as determined by the Environmental Consultant or the CM.
5. Loading, containerizing, and transportation of impacted media from the excavation area to an on-site staging area.
6. The Contractor shall not remove any material from the project site without approval from the CM, Environmental Consultant and the Project Manager.
7. The Contractor shall be responsible for providing all necessary and legally required training for its workers, including but not limited to OSHA 40-hour HAZWOPER training and respirator fit testing.

H. Disposal and Permit Records

1. The Project Manager shall approve proposed T&D facilities and Waste Transporters prior to use. The contractor's base bid should utilize disposal facilities provided on the Approved List.
2. Removal or disposal of any site materials or items shall be approved in advance by the Project Manager and the Environmental Consultant, including submission of completed Waste Profiles and Waste Manifests for signature by the Project Manager.
3. Copies of all waste disposal manifests, and receipts shall be submitted to the Project Manager and the Environmental Consultant by the Contractor within 24-hours upon removal from the project location.
4. All permits obtained by the Contractor associated with the work shall be immediately submitted to the Project Manager and Environmental Consultant.

I. Specific Work Tasks, Information and Requirements

1. The Contractor shall attend a meeting with the CM, the Environmental Consultant and the Project Manager to discuss Impacted Media management concerns. The Contractor shall coordinate the meeting.
2. The Contractor shall coordinate the planned staging of Impacted Media with the Environmental Consultant. Specific areas shall be designated for the staging of each type of impacted media so as to allow for a smooth work flow and minimize exposure routes to the public and the environment.

3. During the demolition activities that involve subsurface intrusive work, the Contractor shall notify the Environmental Consultant. The Environmental Consultant shall visually characterize and assess the impacted media. The Contractor shall rely on the judgment of the Environmental Consultant and manage the impacted media accordingly.
4. Impacted media or demolition materials which cannot be decontaminated according to NYSDEC STARS Guidance Memo #1 shall not be removed from the project location.
5. The Environmental Consultant shall conduct environmental testing during the project to assess potential hazards and impacts both within and at the perimeter of the work area. These hazards and impacts include respiratory hazards during excavation, soil classification, and generation and off-site transmission of fugitive particulate and VOC emissions. Based on the guidelines established in the Soil Management Plan, the Environmental Consultant shall have the authority to stop work if measured levels exceed guidelines outlined in the Community Air Monitoring Plan.
6. The Contractor is solely responsible for the means, methods, techniques, sequences and procedures for all activities under the direct control of Contractor.
7. The Contractor shall perform all work under this contract in accordance with all local, state and federal laws, regulations, and requirements including but not limited to Monroe County Pure Waters Agency, New York State Department of Environmental Conservation, United States Environmental Protection Agency, United States Department of Transportation, and Occupational Safety and Health Administration.
8. The NYSDEC, Project Manager, CM or Environmental Consultant shall have the right to stop or shut down contract activities based on the Contractor's failure to perform or respond in accordance with the Section.

#### 3.4 COMMUNITY AIR MONITORING PLAN

- A. This Community Air Monitoring Plan (CAMP) addresses potential particulate and VOC air quality issues that may arise during demolition activities outlined in the Contract Documents.
- B. The Environmental Consultant shall be responsible to implement the sampling and recording requirements outlined in the CAMP.
- C. The construction tasks included under this CAMP include any activities that have the potential to disturb impacted media including but not limited to site preparation, utility excavations, removal of subsurface structures, removal of foundations and floor slabs, solid waste transport and site grading. Particulate and VOC air monitoring will not be required during activities that do not contact the impacted media or disturb the sub surface at the project location. This CAMP details real-time monitoring activities to be carried out during the construction activities, to minimize the potential for neighborhood exposure to airborne hazards resulting from particulate (dust) or VOC emissions during the intrusive construction work.
- D. This CAMP addresses the methods that will be implemented to monitor particulate levels at the perimeter of and within the work area. In the event elevated particulate levels or VOCs are encountered, this CAMP identifies the steps that shall be taken by the Contractor to rectify the elevated levels.

- E. The Environmental Consultant will make the final determination regarding implementation of the Minor and Major Vapor Emission Plans detailed below. The decision of the Environmental Consultant shall be binding on the Contractor.
- F. Methodology
1. The construction activities at the Site will consist of primarily earthwork as it relates to demolition, site preparation, utility excavations, solid waste transport and site grading. The following programs will be implemented to monitor and, if necessary, control the potential migration of fugitive dust from the site.
- G. Perimeter Monitoring
1. Each day of fieldwork during activities that have the potential to disturb impacted media, a wind sock or flag provided by the Contractor will be used to monitor wind direction in the work areas (excavation, soil staging, and soil grading areas). Based upon daily wind conditions the Environmental Consultant shall identify three temporary monitoring points, at the perimeter of the Site or work area, one up and two downwind of the work areas.
  2. Real time particulate monitoring shall be performed by the Environmental Consultant utilizing DustTrak<sup>TM</sup> Model 8520 aerosol monitors or equivalent. Particulate concentrations will be monitored continuously at the upwind and downwind perimeters of the exclusion zone at temporary particulate monitoring stations. The equipment will be equipped with an audible alarm to indicate exceedance of the action level. In addition, fugitive dust migration will be visually assessed during all work activities. When there are sufficiently wet site conditions, such as during or immediately after precipitation, particulate monitoring may be temporarily suspended.
  3. VOC monitoring will be performed with a Photoionization Detector (PID) equipped with a 10.6 eV lamp, and/or a flame-ionization detector (FID) or equivalent. VOC concentrations will be monitored continuously at the upwind and downwind perimeter monitoring stations during all ground intrusive activities.
  4. A photo-ionization Detector (PID) capable of data logging will be used to screen the ambient air or VOCs in the background location (i.e., upwind). The PID will be calibrated daily (in accordance with the manufacturer's specifications) prior to collecting the background readings. The background readings will be collected by a 15-minute running average which will be used for comparison to the downwind perimeter monitoring and the nearest potential receptor monitoring. After the initial reading, periodic background readings will be collected every 60-minutes
  5. Throughout the day, measurements will be recorded at intervals specified above. The recorded 5 minute averages will be used to determine the difference in value between upwind and downwind particulate and VOC concentrations. Work shall be temporarily halted and engineering controls, detailed in this document shall be implemented if the difference between the upwind and downwind particulate ambient air measurements exceed 100 µg/m<sup>3</sup>, or downwind VOC ambient air readings exceed upwind readings by 5 parts per million (ppm). It should be noted that downwind VOC readings will be adjusted for engine exhaust. If work is required to be temporarily halted, the Contractor shall implement dust suppression methods or other means to control fugitive dust and VOCs emissions.

## H. Dust Suppression

1. If the monitoring at the Site Perimeter, as described in this document, indicates an upwind/downwind difference in fugitive particulate emissions greater than 100 µg/m<sup>3</sup>, the Contractor shall implement dust control measures as directed by the Environmental Consultant that may include the following methods:
  - Apply water on haul roads.
  - Wetting equipment and excavation faces.
  - Restricting vehicle speeds to 10 mph.
  - Hauling material in properly tarped containers.
  - Spraying water in buckets during excavation and dumping.
  - Reducing excavation size and/or number of excavations.
2. The Contractor shall have an onsite designated water truck or other dust suppression system. The Contractor shall obtain any necessary permits for hydrant usage, etc.
3. If, after implementation of dust suppression techniques, downwind particulate levels are greater than 150 µg/m<sup>3</sup> above the upwind level, work must be stopped and a re-evaluation of activities initiated. Work can resume provided that dust suppression measures and other controls are successful in reducing the downwind particulate concentration to within 150 µg/m<sup>3</sup> of the upwind level and in preventing visible dust migration.

## I. Minor Vapor Emission Plan

1. If any single Work Area Perimeter ambient air reading of total VOC exceeds 5 ppm above background, as a 5 minute average, work activities must be temporarily halted and monitoring continued. If the total VOC level readily decreases (per instantaneous readings) below 5 ppm over background, work activities can resume with continued monitoring.
2. Work activities may continue if total organic vapors in the ambient air are between 5 ppm and 25 ppm over background within the Work Area, provided that the organic vapor levels measured at the Work Area Perimeter remain below 5 ppm over background. If sustained PID readings of between 1.0 ppm and 25 ppm are recorded in the breathing zone within the work area then either personnel are to leave the work area until satisfactory readings are obtained or approved personnel may re-enter the work areas wearing a ½ face respirator with organic vapor cartridges for an 8-hour duration. Alternatively, if it is determined that a specific compound is the cause for the elevated readings (e.g. benzene) then a benzene specific colorimetric tube may be utilized to determine the level of benzene within the breathing zone. If it is determined, via the colorimetric tube, that benzene in the breathing zone is less than 1.0 ppm by volume then work may continue in Level D. If it is determined that the benzene level in the breathing zone is greater than 1.0 ppm by volume then approved personnel may re-enter the work areas wearing a ½ face respirator with organic vapor cartridges for an 8-hour duration.



3. All work activities shall be halted if VOC measurements in the ambient air remain above 5 ppm at the Work Area Perimeter and the Major Vapor Emission Response Plan detailed in Section J below will be implemented immediately if organic vapor levels in the ambient air exceed 5 ppm, as a 5 minute average, over background at the Site Perimeter.
4. If VOC concentrations are encountered within the Work Area at concentrations above 25 ppm, but remain below 5 ppm at the Work Area Perimeter, approved personnel may re-enter the work areas wearing a ½ face respirator with organic vapor cartridges for an 8-hour duration when VOC concentrations average between 25-50 ppm. Organic vapor cartridges are to be changed after each 8-hours of use. If PID readings are sustained, in the work area, at levels above 50 ppm for a 5 minute average, work shall be stopped immediately until safe levels of VOCs are encountered.

J. Major Vapor Emission Plan

1. Engineering controls to abate the VOC emissions source shall immediately be put into effect by the Contractor if total organic vapor levels in the ambient air exceed 5 ppm above background at the Site Perimeter or at the Work Area Perimeter. The implementation of these engineering controls shall be directed by the Environmental Consultant and may include:
  - Vapor suppression utilizing foam vapor suppressants, polyethylene sheeting, or water.
  - Backfilling of excavations.
  - Covering emission sources with stockpiled materials.
2. Following the implementation of the engineering controls detailed in 1. above, work activities may resume with continued monitoring provided that the total organic vapor levels 200 feet downwind of the exclusion zone or half the distance to the nearest potential receptor or residential/commercial structure, whichever is less, but in no case less than 20 feet, is below 5 ppm over background.
3. If the organic vapor level is above 25 ppm at the perimeter of the work area, activities must be shut down.
4. If the measures taken to abate the emission source are ineffective and the total organic vapor readings continue at 5 ppm or above background for more than 15 minutes 200 feet downwind of the exclusion zone or half the distance to the nearest potential receptor or residential/commercial structure, whichever is less, but in no case less than 20 feet, then the following actions shall be placed into effect by the Environmental Consultant:
  - Occupants of neighboring residential and commercial buildings shall be advised to stay inside their respective structure and to close all windows.
  - All personnel listed in the Emergency Contacts section of the HASP for this project will be contacted.
  - The Site Safety Supervisor shall immediately contact the local authorities and advise them of the circumstances.

- Continuous air monitoring shall be conducted at the Site Perimeter and 1 minute average measurements will be recorded every 15 minutes. Air monitoring may be halted or modified by the Environmental Consultant when two successive measurements are below 5 ppm.
5. If readings remain elevated above 5 ppm over background 200 feet downwind of the exclusion zone or half the distance to the nearest potential receptor or residential/commercial structure, whichever is less, but in no case less than 20 feet, for a period of 30 minutes the Environmental Consultant shall request that local authorities evacuate the occupants of any affected neighboring buildings.
  6. Payment for implementation of the Contractor actions required by the Major Vapor Emissions Plan shall be on a unit price basis agreed upon by the Owner and the Contractor.

K. Record Keeping and Quality Control

1. Each day, prior to the commencement of the intrusive earthwork work the particulate and organic vapor monitoring equipment will be calibrated and recorded on a daily log sheet per instrument manufacturer's specifications by the Environmental Consultant. The PID will be calibrated with isobutylene gas at a concentration of 100 ppm.
2. Perimeter and Work Area air monitoring readings and/or datalogs will be recorded on a daily log sheet including the location, date and time, and instrument reading. All 15-minute readings will be recorded and be available for State (DEC and DOH) personnel to review. Instantaneous readings, if any, used for decision purposes will also be recorded.
3. If there are particulate and organic vapor measurements that are above the threshold outlined in this CAMP, corrective action measures, if applicable, will be recorded for each occurrence.

END OF SECTION 02101



SECTION 02250  
EARTHWORK AND BACKFILL

PART 1 – GENERAL

1.1 DESCRIPTION

- A. All earthwork materials referenced by the Contract Documents shall conform to the material specifications described herein.
- B. Extent of earthwork includes, but is not limited to:
1. Stripping and stockpiling of topsoil (if necessary)
  2. Cutting and filling of subgrade
  3. Trench and utility structure excavation
  4. Excavation necessary to remove all subgrade structures included in this contract
  5. Excavation and removal of unsuitable bearing material
  6. Furnishing and placing earth materials
  7. Handle, process, reuse, recycle, salvage, and transport any materials encountered in accordance Contract Documents.
  8. All other associated earthwork as necessary to perform the work under this contract in conformance with the alignments, grades and detailed sections provided.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- Demolition and Management of Impacted Media: Section 02101
- Soil Compaction: Section 02251
- Erosion and Storm water Control: Section 02270
- Containerization, Characterization and Disposal of Waste: Section 02300
- Decontamination of Equipment and Building Materials: Section 02400

1.3 DEFINITIONS

- A. Excavation consists of removal of material encountered to elevations required to access the work.
- B. Unauthorized excavation consists of removal of materials beyond required subgrade elevations or dimensions without specific direction of the Construction Manager. Unauthorized excavation, as well as remedial work directed by the Construction Manager, shall be at Contractor's expense.
- C. Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by the Construction Manager.
- D. Subgrade: The undisturbed earth or the compacted soil layer below granular subbase, drainage fill and topsoil materials.
- E. Structure: Buildings, foundations, slabs, or other man-made stationary features occurring or

above or below ground surface.

- F. Unclassified Excavation: Unclassified excavation shall consist of the excavation of all materials or obstructions, of any description, encountered during construction, unless otherwise specified.

#### 1.4 TRIAL EXCAVATIONS

- A. The Contractor shall also complete test pit excavations to determine the locations of underground utilities or other structures as necessary to complete the work or as ordered by the Construction Manager. Underground utilities and/or structures shall be located and tied off for future stake out.
- B. The Contractor shall also complete test pit excavations for impacted media in accordance with Specification 02101 and as directed by the Owner's Environmental Consultant.
- C. Test pits shall be properly backfilled and compacted. Surface restoration shall be performed as required and as ordered by the Construction Manager. Costs for all tests pits shall be included in the price bid.

#### 1.5 QUALITY ASSURANCE

- A. When placing fill, all compaction and soil moisture requirements as delineated in Testing Section shall be followed.
- B. Erosion control measures in accordance with Contract Drawings and Erosion and Stormwater Control Spec shall be followed.
- C. No material shall be removed from the site without the written approval of the Construction Manager and the Environmental Consultant.
- D. Contractor shall coordinate and cooperate with the Environmental Consultant.
- E. If required to complete the work properly, the Contractor shall obtain grading releases from property owners near trenching or other grading operations at least ten (10) days before commencement of the work.
- F. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by Contractor's operations or other work in support of Contractor's operations.
- G. The Contractor shall be required to ascertain the complete extent of all permits required governing dewatering operations, and shall be bound by their conditions and provisions. No discharge or removal of project generated wastewater will be allowed with approval from the Construction Manager and the Environmental Consultant.

#### 1.6 SUBMITTALS

- A. Contractor shall submit results of gradation tests and Proctor test reports for the various imported soils used on the job.

- B. Contractor shall submit material certifications for imported materials.

#### 1.7 STORAGE AND HANDLING

- A. Stockpiling of earth spoil material on the site or storage of excavated materials for reuse shall be done in a manner which will not hinder the progress of the work; cause any nuisance; or cause an inconvenience to adjacent property owners or other contractor's working for the Owner at the site. Contactor should minimize to the extent practical the generation of earth spoil material. If earth spoil material is generated as part of the work, the contractor shall get approval from the Construction Manager and the Environmental Consultant prior to the reuse of said material. If the Contractor utilized any spoil material for backfill prior to approval by the Construction Manager and the Environmental Consultant cost to exhume said material to the satisfaction of the Construction Manager and the Environmental Consultant will be born solely be the Contractor.
- B. Obstruction of roads, driveways, parking areas, sidewalks, or interference with drainage along curbs, ditches, or drainage channels with stored material is not permitted.
- C. Earth excavation shall include the satisfactory removal; the stockpiling, storage and processing of materials for recycle or reuse; regardless of the nature of the materials, or the manner in which they were excavated.

#### 1.8 JOB CONDITIONS

- A. Utilities shown on the contract drawings are for the convenience of the Contractor, exact locations are not guaranteed. The Contractor shall verify existing utilities with the proper authorities.
- B. Conduct operations in a manner, which will keep the work free of standing and flowing water and dispose of all water in accordance with the Waste Characterization and Disposal Specification. At no time shall any wastewater be discharged to or from the Site without approval of the Construction Manager and the Environmental Consultant.
- C. The accumulation of liquids, ice and snow in excavation, trenches, areas to be graded and adjacent areas during construction is not permitted.
- D. Keep graded surfaces well drained, but avoid erosion. Do not place earth fill on wet grade, in water, or over ice or snow. Excavations shall be maintained free of water.
- E. Filling with frozen materials or when materials already in place are frozen, is not permitted.
- F. Contractor shall provide wetting, drying and mixing equipment to keep on-site soils at proper moisture content for use as fill to subgrade elevation or prior to placement of embankment materials above. If in the opinion of the Construction Manager, the Contractor does not take reasonable care to protect and prepare the on-site soils for project use, the Contractor shall provide suitable imported materials at no additional cost to the Owner. Suitable materials shall include granular materials (NYSDOT Items 304.12 or 304.14) in areas under and within 5 feet of pavements, structures or buildings and Select Earth in all other areas.

- G. Protect all areas, which are not to be resurfaced or re-graded, and adjacent areas outside of the contract limits from damage due to work.
- H. When excavating in or adjacent to the traveled portion of highways or driveways, take whatever measures are necessary to protect the road surfaces from becoming undermined.
- I. The existing ground elevations as shown on the Drawings are believed to be reasonably correct. The Contractor shall satisfy himself, by actual examination of the site of the work, as to the existing elevations and the amount of work required under this section. No claim shall be made by the Contractor for additional compensation by the reason of the fact that conditions are other than as shown.
- J. Selected information taken from existing documents may be shown on the Drawings. Such information is for the convenience of the Contractor and is not guaranteed.

## PART 2 – NATURAL MATERIALS DEFINED

### 2.1 MATERIALS

- A. Common Earth Backfill: Sand, loam, gravel or similar materials free from debris, frozen materials, organic materials, or other deleterious material, and containing some rock fragments, stones, or pebbles not exceeding 4 inches in their largest dimension. Common earth shall not include machine-mined rock. Suitable excavated materials removed to accommodate work may be used as fill material subject to Construction Manager and Environmental Consultant's inspection and approval. Note: Analytical Testing may be required prior to reusing the any generated material as backfill. The Environmental Consultant will collect all characterization samples. Fees associated with any characterization sampling will be the responsibility of the Environmental Consultant.
- B. General Earth: (for use under nonpaved areas only) - Sand, loam, gravel, or similar materials free from debris, frozen materials, organic materials, or other deleterious material, and containing some rock fragments, stones, and pebbles, not exceeding 4 inches in their largest dimension and meeting the following requirements:
  - 1. Plasticity index of not more than 30 - ASTM D424.
  - 2. Minimum laboratory dry weight at optimum moisture content of 110 pounds per cubic foot.
  - 3. Provide imported fill materials as required to complete the work. Contractor shall obtain rights and pay all cost for imported materials.
  - 4. Proposed fill material shall be inspected, tested, and laboratory report issued prior to use in the work.
  - 5. Suitable excavated materials removed to accommodate work may be used as fill material subject to Construction Manager and Environmental Consultant's inspection and approval as noted above.
- C. Native Backfill: Shall mean a site excavated, well-graded mixture of sand and gravel less than 2 inches in largest dimension, substantially free of silt, clay, organic material, roots, debris, frozen materials or other deleterious materials as determined by the Construction Manager.



- D. Select Earth Backfill: Sand, gravel, and similar material which shall be free from silt, clay, loam, organic material, roots, debris, frozen material, or other deleterious materials, and shall only contain small amounts (less than 10 percent) of stone, pebbles, or lumps over one inch in greatest dimension, but none over 2 inches in greatest dimension.

Imported select earth materials shall meet requirements of the NYSDOT Standard Specification Section 203-2.02C except that no material shall exceed 2-inches in their largest dimension.

- E. Topsoil: Shall be the surface layer of soil with no admixtures or material toxic to plant growth. Care should be taken to limit the amounts of subsoil refuse, roots, branches, stones, clay lumps, similar objects larger than one-inch, and other debris mixed with the topsoil during stripping and stockpiling. Sod and herbaceous growth such as grass and weeds need not be removed but shall be thoroughly broken up during the pulverizing process.

- F. Rock: shall be defined as solid hard material located in ledges, bedded deposits and unstratified masses, and all natural conglomerate deposits so firmly cemented as to present all the characteristics of solid rock, which must be removed by blasting or pneumatic hammers. Rock does not include shale, slate, soft sandstone, hardpan, masonry or concrete rubble, boulders less than 2 cubic yards, such other rock material which is decomposed, stratified, or shattered, or any material capable of being removed by a well maintained Caterpillar 225 power shovel, or equivalent.

- G. Loam - shall be defined as a soil mixture consisting of the following proportions or as determined by the Construction Manager:

Sand	30 - 50%
Silt	30 - 50%
Clay	0 - 20%

- H. Clean Fill: As used in these Contract Documents Clean Fill shall be natural, native soils meeting the requirements of common earth as defined above. Clean Fill shall not include materials such as: wood, roots, stumps, muck, peat, humus or other similar organic matter; building materials, metal, asphalt, paper or other objectionable debris.

- I. Unstable Material: (if encountered) Unstable material shall mean debris and all wet, soft, or loose material, which does not provide sufficient bearing capacity to satisfactorily support proposed future construction.

- J. Unsuitable Material: Unsuitable material shall mean excavated material, which in the opinion of the Construction Manager, does not meet specification requirements for backfilling purposes and includes unstable material. Unsuitable material shall be staged and sampled in accordance with the Waste Characterization Specification.

- K. Acceptance of all types of soil materials shall be based on the above requirements, and the Construction Manager, Environmental Consultant and the Project Manager shall make final acceptance. Such acceptance or rejection of materials is binding upon the Contractor.

## 2.2 EARTH FILL MATERIAL

- A. Import additional material from off-site at no additional cost to the Owner. The Contractor shall obtain all permits necessary to furnish off-site borrow.

## 2.3 SOIL STABILIZATION

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

# PART 3 – EXECUTION

## 3.1 MANNER OF EXECUTION

- A. The work shall be performed by methods acceptable to the Construction Manager.
- B. Materials for reuse on the project shall be stockpiled in an approved designated area adjacent to the work site. The excavated material to be used for trench backfill or earthen fill shall be properly segregated by the Contractor to avoid mixture with topsoil or other unsuitable materials. Contamination of the excavated material as a direct result of the Contractor's work shall result in rejection of the contaminated material by the Construction Manager.
- C. The excavated material to be used for trench backfill or earthen fill shall be stored so that it will cause a minimum of inconvenience to other contractors or subcontractors. Excavated material shall not be stored in the roadway at any time.
- D. Erosion and sedimentation control measures meeting the requirements shall be used around all material stockpiles.
- E. When work is in public right-of-way, the Contractor shall make necessary arrangement for permits, as required, at no extra cost to the Owner.
- F. All traffic maintenance shall be done in a manner satisfactory to the Construction Manager.
- G. Trench sheeting and bracing shall be placed as required to meet local, state and federal safety regulations.

### 3.2 DRAINAGE/DEWATERING

- A. Surface and ground water shall be intercepted and removed before entering excavations and from flooding project site. All necessary measures shall be taken. Earth dikes, ditches or other diversion devices, if required, shall be constructed to prevent such flows. Do not allow water to accumulate in excavations.
- B. The Contractor shall make his own determination as to required dewatering operations necessary to complete the work. Contractor shall have available at all times sufficient equipment, machinery, piping, and appurtenances for pumping water to keep excavations free from water. All wastewater must be containerized, characterized (by the Environmental Consultant) and discharged in accordance with the specifications. No wastewater shall be discharged from any work area without the approval of the Construction Manager and the Environmental Consultant.
- C. The Contractor shall not discharge water from dewatering operations directly into any line or intermittent stream, channel, wetlands or surface water. The Contractor shall not discharge water from dewatering operations directly into the storm or sanitary sewer system without prior approval of the Construction Manager and the Environmental Consultant.
- D. All costs to ensure proper drainage, dewatering and discharge from dewatering operations shall be at the Contractor's expense.
- E. The Contractor will be responsible for repairing, at his own expense, any ruts, gullies, sloughage, slides, and cleaning or repairing any catch basins or storm drainage lines which display signs of silt build-up during the course of construction until the contract is complete.

### 3.3 TESTS

- A. Soil density and optimum moisture content tests for each source of imported material shall be conducted by the Contractor's independent, Construction Manager and the Environmental Consultant approved laboratory and shall be re-tested upon each significant change of material. Costs shall be included in the price bid.
- B. Samples from each source of imported material shall be made available to the Construction Manager for approval and testing purposes one week prior to its use. All imported material must be from virgin sources. A letter from the entity who is the direct owner of the pit stating that the material is virgin mined earth must be provided and approved by the Construction Manager, Environmental Consultant and the Project Manager prior to the delivery of any material to the Site. The Project Manager reserves the right to reject any material not acceptable due to its origin or physical makeup.

### 3.4 ROUGH GRADING

- A. The Contractor shall be responsible for providing all necessary fill materials.
- B. Temporary Ditches, Swales: Install temporary or permanent diversion ditches and/or temporary pumps and take other steps as may be required to effectively eliminate potential water damage in accordance with the Contractor's best judgment or instructions received from the Construction Manager.

C. Grade Elevations

1. Unauthorized Excavation: Do not perform excavation work for any purposes other than those required by the work, unless so directed by the Construction Manager.
2. Tolerances: Rough grading of all areas within the project limits including excavated and filled sections and adjacent transition areas, shall be reasonably smooth, compact and free from irregular surface changes. Grade smooth and even, free of voids, compacted as specified. The degree of finish shall be that ordinarily obtainable from blade, grader or scraper operations as follows:
  - a. All Excavations: The tolerance for subgrade surfaces shall not exceed 0.125 feet above or below the existing grade.

- D. Following building/foundation removal, the subgrade shall be compacted sufficiently to develop required compaction to a depth of at least 12 inches. Within proposed building and pavement limits, no fill shall be placed until the subgrade has been proof rolled and approved by the Construction Manager. If subgrade ruts, waves or quakes during proof rolling, recompact or replace the unacceptable areas and proof roll again. Repeat process until satisfactory results are obtained as approved by the Construction Manager.

3.5 SITE GRADING

- A. Prior to start of work, the Contractor's surveyor shall verify that all boundaries of temporary and permanent easements and property lines are clearly marked in the field so that the work will not violate these boundaries.
- B. The Contractor and his surveyor shall verify the locations and character of structures, underground lines, and subsurface conditions and verify that the described work will not adversely affect them.
- C. The Contractor shall be responsible to subtract from finished grades shown on the plans the depths indicated on the Contract Drawings to ensure that the proper subgrade elevations are established. Any questions regarding subgrade elevations shall be answered by the Construction Manager.
- D. Subgrade surfaces shall positively drain, be compacted, and well graded.

3.6 COLD WEATHER PROTECTION

- A. Protect excavation bottoms against freezing when atmospheric temperature is lower than 35 degrees F.

3.7 MAINTENANCE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.

- C.     Reconditioning Compacted Areas:   Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction, at the Contractor's expense.
  
- D.     Settling:   Where settling is measurable or observable at excavated areas during construction and general project warranty period, remove surface (pavement, lawn, or other finish areas), add backfill material, compact, and replace surface treatment.   Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible, at the Contractor's expense.

END OF SECTION 02250

SECTION 02251  
SOIL COMPACTION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Extent of soil compaction work includes, but is not limited to the following:
  - 1. Requirements for soils and backfill materials consolidation and compaction.

1.2 QUALITY ASSURANCE

- A. Owner will engage and pay for a qualified and independent testing and inspecting agency to complete field compaction density testing for all soils and granular materials utilized in the Work. All materials not meeting proper compaction requirements shall be removed and replaced. Costs to the Owner for additional testing of replacement materials shall be the responsibility of the Contractor.
- B. Owner will engage and pay for a qualified and independent testing and inspecting agency to take samples and perform tests to determine optimum moisture content, and maximum density testing of various on-site soils to be utilized in the Work. Reports will be provided to the Contractor.
- C. The Owner reserves the right to request testing of all Contractor imported materials to verify conformance with approved materials. All soils and granular materials not meeting the proper gradation requirements nor previously approved laboratory maximum density tests as submitted by the Contractor shall be removed. Costs to the Owner for testing of materials, which are found not in conformance with approved materials, shall be the responsibility of the Contractor.
- D. Determine optimum moisture content of various soil and granular materials in accordance with ASTM D1557, Modified Proctor Tests.
- E. Provide on-site at least one person who shall supervise the soil compaction operations, and who shall be thoroughly familiar with the various types of compaction equipment, proper compacting techniques and methods, and soils behavior, and who shall direct the compaction operations.
- F. It is the responsibility of the Contractor to select, furnish and properly maintain equipment, which will compact the fill uniformly to the required density.

1.3 SUBMITTALS

- A. List of compaction plans of proposed compaction equipment and description.
- B. The results of the laboratory maximum density tests, certified by the testing laboratory for the various imported soil and granular materials utilized on the job.

## 1.4 JOB CONDITIONS

- A. Compaction shall not take place in freezing weather or when materials to be compacted are frozen, too wet or moist, or too dry.
- B. Schedule the work to allow ample time for laboratory tests and to permit the collecting of samples and the performing of field density tests during the backfilling and compaction operations.
- C. All operations under this section of the specifications will be subject to inspection by the Construction Manager and the Owner engaged soils testing laboratory. The Construction Manager and the Owner and the testing laboratory will determine and be the sole judge of the conformance of materials, workmanship, and compaction with the requirements of the contract documents.

## PART 2 - PRODUCTS

### 2.1 COMPACTION

- A. Utilize the proper compaction methods and equipment to suit the soils and conditions encountered.

### 2.2 LABORATORY TEST REPORTS

- A. As a minimum, the laboratory maximum density testing reports shall contain the following:
  - 1. Laboratory's name.
  - 2. Date, time, and specific location from which sample was taken and name of person who collected the sample.
  - 3. Moisture - Density Curve plotted on graph paper to as large a scale as is practical with all points used to derive the curve being clearly visible.
  - 4. Designation of the test method used.
  - 5. The optimum density and moisture content.
  - 6. A description of the sample.
  - 7. The date the test was performed and the person who performed the test.
  - 8. The project name, identification, and contractor's name.
  - 9. The signature of a responsible officer of the testing laboratory certifying to the information contained in the report.
- B. As a minimum, the field compaction density testing reports shall contain the following:
  - 1. Laboratory's name.
  - 2. Date, time, depth, and specific location at which the test was made and the person's name who performed the test.
  - 3. Designation of the test method used.
  - 4. Designation of the material being tested.
  - 5. Test number.
  - 6. In place dry density and moisture content.
  - 7. Optimum density and moisture content.

8. Percentage of optimum density achieved.
9. The project name, identification, and contractor's name.
10. The signature of a responsible officer of the testing laboratory certifying to the information contained in the report.

## 2.3 OTHER MATERIALS

- A. All other materials, which are required to achieve adequate compaction shall be as selected by Contractor subject to approval of Construction Manager.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Verify that layers of material are no thicker than the maximum thicknesses specified in other Sections.
- B. Verify that moisture content is nearly optimum.
- C. Do not begin compaction operations until conditions are satisfactory.

### 3.2 PERFORMANCE

- A. Compaction densities shown are percentages of the maximum density obtainable at optimum moisture content as determined by ASTM D1557, Method C.
- B. Uniformly spread each layer. Moisten or dry each layer of material to achieve optimum moisture content. Unless otherwise specified or directed by the Construction Manager, compact each layer of material to the following required densities:

Location	Percentage of Modified Proctor Test Density
Backfill under and within 10-feet of Proposed Structures	95%
Undercut Backfill	95%
General Fill adjacent to and outside of Buildings/Pavements	93%
Structural Engineered Fill at Bldgs	95%
Embankments	95%
Pavement Areas (concrete or asphalt including pads and aprons)	95%
Other Landscaped Areas	90%



### 3.3 FIELD QUALITY CONTROL

- A. Contractor shall provide free and safe access to the Work and shall cooperate with and assist the appointed testing firm. Coordinate operations to allow ample time for the required sampling and testing.
- B. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during soils and granular material placement. Field density and moisture testing shall conform to the requirements of ASTM D1556 (sand core) or D2922 and ASTM D3017 (nuclear density). Soils shall be described in accordance with ASTM D2488, Visual-Manual Procedure.
- C. The following tests will be performed:
  - 1. Perform a laboratory maximum density test for each type of on-site soil proposed for use or encountered in the work. Determine optimum moisture content in accordance with ASTM D1557, Method C.
- D. The following tests may be performed:
  - 1. Perform a laboratory maximum density test for each type of Contractor imported soil or granular material proposed for use to verify Contractor submitted information. Determine optimum moisture content in accordance with ASTM D1557, Method C.
  - 2. Construction Manager or his designated representative will designate the time, date, and exact location of all field compaction density tests. Field density tests may be ordered by the Construction Manager or his designated representative at his discretion and at a minimum in accordance with the following average frequencies:
    - a. General: One test for each type of fill and at each change in material or supplier.
    - b. Proposed Roads, Aprons and Sidewalks: At least one test on each 2,000 sq ft of mass fill placed under roadways, pavements (asphalt, stone or concrete) and sidewalks but not less than two tests for each partial lift.
    - c. Under Proposed Structures, Foundations and Slabs: At least one test on each 2,000 sq ft of mass fill placed under structures, foundations, floor slabs, retaining walls and footings with at least three tests for each partial lift.
    - d. Landscaped Areas: One test per 300 cubic yards of compacted fill or backfill but not less than two per lift.
- E. If materials fail to meet its specified compaction, grading, etc., the Contractor shall remove and replace the material until the specified parameters are achieved.

3.4 COORDINATION

- A. Provide all assistance and cooperation during testing and coordinate operations to allow ample time for the required sampling and testing. Contractor shall provide free access to the Work.

3.5 ADJUST AND CLEAN

- A. Compacted soils not meeting compaction densities shall be re-excavated, re-compacted, and re-tested until all requirements are met. All costs of re-testing shall be borne by the Contractor.
- B. Imported Materials not meeting gradation requirements shall be removed from the project site and replaced with appropriate materials. All costs of re-testing shall be borne by the Contractor.

END OF SECTION 02251

SECTION 02270  
EROSION AND STORMWATER CONTROL

PART 1 - GENERAL

1.1 WORK OF THIS SECTION

- A. Work covered in this section includes the control of erosion, siltation, and sedimentation.
- B. The Contractor shall comply with the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-08-001) for all activities and the site-specific requirements of this Section.
- C. This work shall consist of temporary and permanent control measures as shown on the plans or as ordered by the Environmental Consultant, CM or Project Manager during the life of the contract to control soil erosion, siltation, sedimentation and prevent water pollution through use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains and other erosion control devices or methods. Plans show the suggested minimum measures required. Areas of erosion and sedimentation control measures defined on the plans are not all-inclusive. The Contractor is responsible for utilizing erosion and sedimentation control techniques in all areas of construction where disturbance to existing conditions is required.
- D. All appropriate erosion and sediment control measures shall be in place and functional a minimum of five (5) business days before commencement of construction of any segment of the project that requires such measures.
- E. Contractor shall complete installation and repair of erosion control measures as necessary or as indicated by the Environmental Consultant, CM or Project Manager.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- Demolition and Management of Impacted Media: Section 02101
- Earthwork and Backfill: Section 02250
- Soil Compaction: Section 02251
- Containerization, Characterization and Disposal of Waste: Section 02300
- Decontamination of Equipment and Building Materials: Section 02400

1.3 SUBMITTALS

- A. Submit actual erosion control measures and excavation dewatering discharge plan based on Contractor intended sequencing for review and approval by Environmental Consultant prior to start of construction. This plan shall also define the maximum disturbed areas per project phase.

#### 1.4 QUALITY ASSURANCE

- A. Work shall be completed in accordance with New York State Standards and Specifications for Erosion and Sediment Control.
- B. Provide at least one person who shall be present at all times during erosion control operations and who shall be thoroughly familiar with the types of materials being installed and the best methods for their installation and who shall direct all work performed under this section. In accordance with General Permit (GP-0-08-001), the contractor shall provide a qualified individual who has received minimum 4-hours training in Erosion and Sediment Control.
- C. Material manufacturers and vendors shall be reputable, qualified firms regularly engaged in producing the required types of materials.
- D. Utilize construction methods/techniques, which will limit exposed earthen areas and minimize the effect of earth disturbance activities on soil erosion. There shall not be more than five (5) acres of disturbed soil at any one time without prior written approval from the Construction Manager.
- E. Direct all sediment-laden water to an appropriate sediment control device prior to off-site discharge.
- F. The contractor shall maintain all erosion and sediment control measures in good working condition and in accordance with the Contract Documents. The contractor shall inspect the erosion and sediment control measures, weekly and after each runoff event, to maintain their effectiveness.

#### 1.5 AUTHORITY OF WORK

- A. The Environmental Consultant, CM or Project Manager may limit the area of disturbance clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current in accordance with the accepted schedule.
- B. The Environmental Consultant, CM or Project Manager has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, the surface area of erodible earth material exposed by excavation, borrow, and fill operations, and to direct the Contractor to provide immediate permanent or temporary pollution control measures to minimize damage to adjacent property and to minimize contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment.
- C. In addition, other agencies having jurisdiction over waterway crossings or site erosion control, such as the Corps of Engineers and the NYSDEC, and MCPW have the authority to make observations at the site to evaluate the construction.

## 1.6 PROJECT REQUIREMENTS

- A. Take every reasonable precaution and do whatever is necessary to avoid any erosion and to prevent silting drainage ditches and swales.
- B. Protect and maintain all areas disturbed by the work, such that erosion is adequately controlled and silt and sediments are not allowed to flow into or onto: any watercourse; adjacent properties; roadways or pavements; or, storm or sanitary sewers.
- C. Work shall be scheduled to sequence work in such a manner so that the exposed, unprotected surface area of any earth material that is subject to erosion by wind or water will be kept at a minimum.
- D. The exposure of uncompleted cut slopes, embankments, trench excavations, and site graded areas shall be kept as short as possible.
- E. Should it become necessary to suspend construction for any length of time, shape all excavated and graded areas in such a manner that runoff will be kept on-site.
- F. Fine material placed or exposed during the work shall be so handled and treated as to minimize the possibility of its reaching any surface waters. Use diversion channels, dikes, sediment traps, or any other effective control measures.
- G. Provide silt stops wherever erosion control measures may not be totally capable of controlling erosion, such as in drainage channels and where slopes may exist.
- H. Before water is allowed to flow in any ditch, swale, or channel, install the permanent erosion control measures in the waterway so that the waterway will be safe against erosion.
- I. Contractor shall devote particular attention to all (existing and new) drainage facilities, keeping them fully operational at all times. Contractor shall at a minimum inspect and repair siltation controls. Provide inlet protection at existing drainage structures.
- J. Take special precautions in the use of construction equipment to minimize erosion. Do not leave wheel tracks where erosion might begin. Prevent direct discharge from dewatering pumps and surface runoff from the construction sites to storm sewers, culverts, streams or ditches. Intercept and conduct surface runoff and discharge from dewatering pumps to on-site storage areas.
- K. Siltation deposits in storm sewers, surface waters, streams or wetlands resulting from the discharge of water from the project site shall be removed to restore profiles and conditions to that existing prior to the commencement of the work.
- L. The Contractor shall keep access routes and parking areas used for the work clean of debris and other obstructions resulting from the work.

- M. The Contractor shall keep traveled ways free of foreign objects such as spilled earth, rock, timber, and other items that may fall from transporting vehicles. Materials spilled by or dropped from the undercarriage of any carrying vehicle used in the Contractor's hauling operations along or across any public traveled way shall be removed immediately.
- N. Disturbance of lands and waters outside the limits of construction is prohibited, except as may be found necessary and approved by the Environmental Consultant, CM or Project Manager.
- O. The requirements of this section also apply to project-related construction activities away from the project site, such as at borrow pits, off-site storage areas, and haul and work roads.
- P. Should any protective measures employed indicate any deficiencies or erosion taking place, immediately provide additional materials or employ different techniques to correct the situation and to prevent subsequent erosion.
- Q. Continue erosion and stormwater control measures for the duration of the project.
- R. Comply with all federal, state, and local laws, ordinances, rules, and regulations.

## PART 2 - PRODUCTS AND MATERIALS

### 2.1 GENERAL

- A. Materials shall conform to the design plans or specifications outlined in the New York State Standards and Specifications for Erosion and Sediment Control.
- B. All materials shall be subject to the approval of the Environmental Consultant, CM or Project Manager and be reasonably clean and free of noxious weeds and deleterious materials.

### 2.2 MATTING/BLANKETS (if required)

- A. Nomenclature: The various materials under this paragraph are sometimes referred to as "matting" and "blankets". These words are interchangeably used throughout this section, but the meanings shall be the same.
- B. Jute Matting: Undyed and unbleached jute yarn woven into a uniform open, plain weave mesh, furnished in rolled strips conforming to the following physical requirements:  
  
Width: 48", 1"  
      : 78 warp ends per width of cloth  
      : 41 weft ends per yard  
Weight: 1.22-1.80 lbs./LY, 5%
- C. Excelsior Matting: Uniform web of interlocking wood excelsior fibers with a backing of mulchnet fabric on one side only. The mulchnet shall be woven of either twisted paper chord or cotton cord. Excelsior matting shall be furnished in rolled strips and shall conform to the following physical requirements:

Width : 36", 1"

Weight: 0.80 lbs./SY, 5%

- D. Erosion Control Mulching Blanket: "Hold/Gro" by Gulf States Paper Corp. or approved equivalent.
- E. Staples: No. 11 (or heavier) plain iron wire made from at least 12" lengths of wire bent to form "U" of 1" to 2" width. Use longer staples for loose soils or where otherwise required.

### 2.3 HYDROMULCHES (if required)

- A. Hydromulches are not permitted where the slope of the ground surface exceeds 10 percent.
- B. Wood fiber mulch with tackifier shall meet NYSDOT material designations 713-11 and 713-12. Materials shall be equal to "Genaqua 743" or "Terra Tack III". Apply wood fibers at the rate of 500 lbs./acre and tackifier at the rate of 40-45 gallons/acre and in accordance with manufacturer's recommendations.
- C. Paper mulch equal to "Spra-mulch" by Rumose Products Co., applied at the rate of 1,200 lbs./acre.

### 2.4 SILT FENCES

- A. Filter cloth shall be as manufactured by Mirafi 100X, Stablenka T104N, Indian Valley 3611 Construction Grade or approved equal and shall meet the following requirements:

#### 1. Silt Fence Fabric:

<u>Fabric Properties</u>	<u>Minimum Acceptable Value</u>	<u>Test Method</u>
Grab Tensile Strength (lbs)	90	ASTM D1682
Elongation at Failure (%)	50	ASTM D1682
Mullen Burst Strength (lbs)	190	ASTM D3786
Puncture Strength (lbs)	40	ASTM D3786
Slurry Flow Rate (gal/min/sf)	0.3	
Equivalent Opening Size	40-80	US Std. Sieve SW-02215
Ultraviolet Radiation Stability (%)	90	ASTM G-26

- B. Other materials shall be as defined on the silt fence detail shown on the Contract Documents.
- C. Pre-assembled silt fence, which is complete with U.V., stabilized filter fabric (minimum 36-inch) high-strength polypropylene netting and pre-attached hardwood stakes may also be used. The preassembled reinforced silt fence shall be Silt-LOK 36-100RX as manufactured by JDR Enterprises, Inc., Mirafi Envirofence, Belton Industries or approved equal.

## 2.5 STABILIZED CONSTRUCTION ENTRANCE

- A. Stone Type B - Material shall be clean, sound, crushed stone of uniform quality. It shall be a 50-50 mixture of NYSDOT size designation #1 and #2 stone as per NYSDOT Standard Specifications dated January 2, 1995, Section 703-02 (and any subsequent revisions).
- B. Filter cloth designated as Type B meeting New York guidelines for Urban Erosion and Sediment Control for heavy duty haul roads, rough graded, as listed below. Acceptable materials are Trevira Spunbound 1135, Mirafi 600X or equal. The filter cloth shall be woven fabric of only continuous chain polymeric filaments or yarns of polyester. The fabric shall be inert to commonly encountered chemicals, hydrocarbons, mildew; rot resistant and conform to the fabric properties listed below:

<u>Fabric Properties</u>	<u>Rough Graded</u>	<u>Test Method</u>
Grab Tensile Strength (lbs)	220	ASTM D1682
Strength (lbs)		
Elongation at Failure (%)	60	ASTM D1682
Mullen Burst Strength (lbs)	430	ASTM D3786
Puncture Strength (lbs)	125	ASTM D751 modified
Equivalent Opening Size	40-80	US St Sieve CW-00215

## 2.6 INLET PROTECTION

- A. Provide masonry or concrete block and clean granular materials, as shown on the contract details.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. In the event of conflict between these specification requirements and pollution control laws, rules or regulations of other Federal, State, or local agencies, the more restrictive laws, rules or regulations shall apply.
- B. All appropriate erosion and sedimentation control measures including silt fences and temporary sediment traps shall be in place prior to the excavation of ground vegetation of any segment of the project that requires such measures.
- C. Maintenance of said measures shall include periodic removal and disposal of sediment, inspection and repair of damaged facilities, and replacement of any materials required to facilitate revegetation of disturbed areas.
- D. Any areas of temporary storage for spoil materials shall be protected by silt fences as directed by the Environmental Consultant, CM or Project Manager.



- E. Removal of any erosion and sedimentation control measures shall not begin without approval of the Environmental Consultant, CM or Project Manager.

### 3.2 MATTING/BLANKETS - GENERAL (if required)

- A. The use of mulch with matting is not permitted, however, a 4" to 6" overlap of mulch over the edge of matting is permissible.
- B. Prepare surfaces of ditches and slopes to conform to the grades, contours and cross sections shown on the Drawings and finish to a smooth and even condition with all debris, roots, stone, and lumps raked out and removed. Loosen the soil surface to permit bedding of the matting. Unless otherwise noted, seed prior to the placement of the matting.
- C. Unroll matting parallel to the direction of flow of water and loosely drape, without folds or stretching, so that continuous ground contact is maintained.
- D. The ditches and swales, and on slopes, each upslope and each downslope end of each piece of matting shall be placed in a 6" trench, stapled at 12" on center, backfilled, and tamped. Similarly, bury edges of matting along the edges of catch basins and other structures. Architect/Engineer may require that any other edge, exposed to more than normal flow of water, be buried in a similar fashion.
- E. Tightly secure matting to the soil by staples driven approximately vertically into the ground, flush with the surface of the matting. In driving the staples, take care not to form depressions or bulges in the surface of the matting.
- F. Decrease the specified spacing of staples when varying factors, such as the season of the year or the amount of water encountered or anticipated, requires additional anchoring.
- G. Refer to the following paragraphs for additional requirements on the placement and stapling of matting.

### 3.3 JUTE MATTING (if required)

- A. Where strips are laid parallel or meet, as in a tee, they shall be overlapped at least 4". Overlap ends at least 6" shingle fashion.
- B. Space check slots, built at right angles to the direction of flow of water, so that one check slot or one end occurs within each 50 feet of length of slope. Construct check slots by placing a tight fold of matting at least six (6) inches vertically into the ground. These shall be tamped the same as the upslope ends.
- C. Press jute matting onto the ground with a light lawn roller or other satisfactory means.

- D. On slopes flatter than 1:4, place staples not more than 3 feet apart in three rows, for each strip, with one row along each edge and one row alternately spaced down the center. On grades 1:4 or steeper, place staples in the same three rows, but spaced 2 feet. On lapping edges, double the number of staples, with the spacing halved. Ends of matting and all required check slots shall have staples placed every foot. Matting placed adjacent to boulders or other obstructions shall be stapled with no spaces between the staples.
- E. Spread additional seed over jute matting, particularly those locations disturbed by the building of slots.

### 3.4 EXCELSIOR MATTING (if required)

- A. Where strips of excelsior matting are laid end to end, butt the adjoining ends.
- B. When adjoining rolls of excelsior matting are laid parallel to one another, butt the matting snugly.
- C. On slopes flatter than 1:4, place staples not more than 3 feet apart in three rows, for each strip, with one row along each edge and one row alternately spaced down the center. On grades 1:4 or steeper, place staples in the same three rows, but spaced 2 feet apart. Ends of matting shall have staples placed every foot. Matting placed adjacent to boulders or other obstructions shall be stapled with no spaces between the staples.

### 3.5 EROSION CONTROL MULCHING BLANKET (if required)

- A. Where one roll ends and a second roll begins, the upslope piece shall be brought over the end of the downslope roll so that there is a 12-inch overlap, placed in a 4-inch deep trench, stapled at 12 inches on center, backfilled, and tamped.
- B. On slopes where two or more widths of blanket are applied, the two edges shall be overlapped 4 inches and stapled at 12-inch intervals along the exposed edge of the lap joint.
- C. Staple the body of the blanket in a grid pattern with staples 3 feet on center, each way.

### 3.6 SILT FENCES

- A. Provide silt fences, as required, for the temporary control of erosion and to stop silt and sediment from reaching surface waters, adjacent properties, or entering catch basins, or damaging the work.
- B. Erect silt fences and bury bottom edge in accordance with the manufacturer's recommended installation instructions. Provide a sufficient length of fence to accommodate runoff without causing any flooding and to adequately store any silt, sediment, and debris reaching it.
- C. Maintain and leave silt fences in place until permanent erosion control measures have stopped all erosion and siltation.

- D. Along sloped areas, silt fences shall be placed at spacing not to exceed slope length shown below.

<u>Slope, %</u>	<u>Maximum Slope Length, Ft.</u>
50	25
40	50
33	75
30	100
25	125
20 or less	200

- E. Silt fence shall be placed as shown on the Contract Drawings and along property boundaries where the grade is such that runoff may occur to adjacent property owners.

3.7 STABILIZED CONSTRUCTION ENTRANCES (if required)

- A. Stabilized pads of aggregate underlain with filter cloth shall be constructed as shown on the Contract Drawings.
- B. Filter cloth shall be placed over the entire area to be covered with aggregate prior to placing of the stone.

3.8 TEMPORARY SEDIMENT TRAP

- A. Sediment traps shall be maintained throughout the duration of the contract or until the drainage area has been properly stabilized as approved by the Environmental Consultant, CM or Project Manager.
- B. Sediment shall be removed and trap restored to its original dimensions when sediment has accumulated to 1/2 the design depth of the trap.
- C. Removed sediment shall be properly disposed of and in a manner not to erode.
- D. Inspect the sediment trap after each runoff event. Correct all damage immediately.
- E. The Environmental Consultant, CM or Project Manager may limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current in accordance with the accepted schedule.

### 3.9 SCHEDULE OF WORK

- A. Included with the proposed construction schedule, the Contractor shall submit to the CM for acceptance, his schedules for accomplishment of temporary and permanent erosion control work, as are applicable. No work shall be started until the erosion control schedules and methods of operations have been accepted by the Project Manager. If climactic changes occur during construction, the Contractor may be required to submit a revised schedule for acceptance as directed by the Environmental Consultant, CM or Project Manager.
- B. Where conditions warrant, clearing and grubbing operations should be so scheduled and performed that grading operations and permanent erosion control features can follow immediately thereafter as the project conditions permit; otherwise temporary erosion control measures may be required between successive construction stages.

### 3.10 MAINTENANCE

- A. If any staples become loosened or raised, or if any matting becomes loose, torn, or undermined, or if any temporary erosion and sediment control measures are disturbed, repair them immediately.
- B. Maintain mulched and matted areas, silt stops, and other temporary control measures until the permanent control measures are established and no further erosion is likely.
- C. All sediment spilled, dropped, or washed onto the driveway, roadways, parking areas, walkways or public right-of-way shall be collected and placed on poly sheeting and covered by poly sheeting on the Site in a location approved by Environmental Consultant, CM or Project Manager.
- D. Maintain ditches and swales at all times so that they effectively drain. Refill, reshape, and re-compact where ruts or erosion occurs.
- E. Maintain inlet protections and clean/replace as necessary to protect the storm sewers from siltation and sediments.
- F. Maintain areas temporarily seeded including repair of all damages, re-seeding, and refertilizing.
- G. Flush and clean all storm sewers, structures and sumps that sediments enter. Capture and place all sediments on poly sheeting and covered by poly sheeting on the Site in a location approved by Environmental Consultant, CM or Project Manager.

END OF SECTION 02270

## PHOTECH

### SECTION 02300 CONTAINERIZATION, CHARACTERIZATION AND DISPOSAL OF WASTE

#### PART 1 - GENERAL

##### 1.1 WORK COMPLETED UNDER THIS SECTION

- Containerizing of all waste to be removed and disposed of off-site.
- Characterization of all waste to be removed and disposed of off-site.
- Transportation and disposal of all waste.

##### 1.2 REFERENCES

- A. 6 NYCRR Part 360 Solid Waste Management Facilities
- B. 6 NYCRR Part 370 Hazardous Waste Management System – General
- C. 6 NYCRR Part 371 Identification and Listing of Hazardous Waste
- D. 40 CFR Part 82 Protection of Stratospheric Ozone; Refrigerant Recycling; Substitute Refrigerants
- E. 6 NYCRR Part 374-3 Standards for Universal Waste
- F. 6 NYCRR Part 364 Waste Transporter Permits
- G. Monroe County Pure Waters Sewer Use Law
- H. Pure Waters Districts Rules and Regulations

##### 1.3 SPECIFICATIONS FOR REFERENCE

- Decontamination of Equipment and Building Materials: Section 02400

##### 1.4 DEFINITIONS

- A. *Project Manager* refers to City of Rochester designated Project Manager.
- B. *CM* indicates the City of Rochester designated Construction Manager (LeChase Construction).

- C. *Environmental Consultant* indicates the City of Rochester designated environmental consultant (LaBella Associates), selected to be responsible for environmental oversight activities during redevelopment of the Project Site.
- D. *Regulated Solid Waste* indicates materials such as plastics, metals, etc. (non-recyclables). [Note: This does not include any materials that have been characterized and are considered Asbestos Containing Materials, PCB Containing Materials, Hazardous Waste, etc.]
- E. *PCB Containing Materials* indicates materials which have been characterized and contain greater than 50 parts per million (ppm) of PCB or are assumed PCB containing materials based on the material type (e.g., PCB light ballasts).
- F. *Mercury Containing Materials* indicates materials which have been characterized fluorescent light tubes, of mercury or are assumed mercury containing materials based on the material type (e.g., mercury vapor light ballasts, mercury switches, etc.).
- G. *Asbestos Containing Materials* (ACM) indicates materials which have been characterized and contain 1% or greater of asbestos or are assumed ACM based on the material type.
- H. *Hazardous Waste* indicates a material that has been deemed a hazardous waste based on the Waste Generator's knowledge or has undergone analytical testing and is shown to be a characteristic hazardous waste.
- I. *Non-Hazardous Waste* indicates a material that has undergone waste characterization testing and the characterization testing did not identify characteristics of hazardous waste.
- J. *T&D Facility* indicates any facility that treats, stores, or disposes of any wastes.
- K. *Waste Characterization* indicates certified laboratory analysis performed on any waste material for the purpose of acceptance at a T&D Facility. Analytical parameters are determined on a case by case basis in conjunction with the T&D Facility.
- L. *Waste Generator* indicates the City of Rochester for this project.
- M. *Waste Manifest* indicates the regulatory paperwork signed by the Waste Generator that accompanies each shipment of waste from the Site to the T&D Facility.
- N. *Waste Profile* indicates the regulatory paperwork signed by Waste Generator for the purpose of acceptance at a T&D Facility.
- O. *Waste Storage Area* indicates the designated location for storage of wastes that have been containerized but are awaiting characterization results or have been characterized and are awaiting transport and disposal.

## 1.5 CONTRACTOR QUALIFICATIONS

- A. All contractors performing work involving hazardous materials at the Site shall be pre-qualified by CM, Environmental Consultant and the City of Rochester prior to selection and contracting.
- B. The following items shall be required to be submitted for pre-qualification review:
  - Include evidence of experience and training of personnel to be performing containerization, characterization and disposal activities of all hazardous waste streams.
  - DOT Waste Transportation ID Number for non-hazardous waste.
  - DOT Hazardous Waste Transportation ID Number.
  - Proof of all training required under OSHA and EPA standards for all workers involved, including but not limited to: OSHA 40-hr. HazWaste Operations Certification.
  - NYSDOL Asbestos License.
  - NYSDOL Employee Certifications.

## 1.6 SUBMITTALS

- A. The Contractor shall prepare a Site-Specific Health and Safety Plan and submit it to CM prior to initiating any on-site work.
- B. A list of approved facilities for disposal of wastes is included in LeChase Bid Package. The Contractor may submit alternate T&D facilities to the CM for approval by the Project Manager. No waste will be allowed to be shipped to a facility not listed in the LeChase Bid Package without written authorization from the CM or Environmental Consultant.
- C. In general waste characterization will be completed by the Environmental Consultant; however, should the Contractor require laboratory testing as part of their work, the Contractor shall submit to the CM a list of all laboratories proposed to conduct any such testing. Note, all laboratories shall be New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) certified for the testing to be completed.
- D. The Contractor shall provide completed waste profiles for each waste type to the CM. Each waste profile will be approved and signed by the City of Rochester prior to submission to the T&D Facility.
- E. The Contractor shall provide to the CM completed waste manifests for all non-hazardous and hazardous wastes to be shipped. The waste manifests will be approved and signed by the City of Rochester prior to shipping any non-hazardous or hazardous waste.
- F. The Contractor will retain and provide a copy of the Monroe County Pure Waters (MCPW) Division Industrial Wastewater Discharge Permit to the CM prior to discharge of any water to any sewers.

## PART 2 - PRODUCTS

### 2.1 MATERIALS AND EQUIPMENT

- A. The Contractor shall provide all necessary material and equipment to properly containerize, characterize, transport and dispose of all waste generated as part of the work, including, but not limited to, hazardous waste, non-hazardous waste, PCB containing waste, ACM, mercury containing waste, regulated solid waste (e.g., metal, plastic, etc.), to the satisfaction of the City of Rochester, the Project Manager, the CM, and the Environmental Consultant.
- B. The Contractor shall provide all necessary containers (e.g., NYSDOT approved 55-gallon drums, 85-gallon drum overpacks, etc.) to the satisfaction of the City of Rochester, the Project Manager, the CM, and the Environmental Consultant.
- C. The Contractor shall provide all necessary 6-mil reinforced polyethylene sheeting that meets all requirements of ANSI Specification D2103 in order to complete the project.
- D. The Contractor shall provide all necessary material and equipment to properly dispose of acceptable waters to the Monroe County Sewer (pending approval by the Project Manager, CM, Environmental Consultant and MCPW). The Contractor shall also provide all necessary materials and equipment to pre-treat liquids (if necessary and as directed by the Environmental Consultant) that do not initially meet MCPW discharge criteria. The Contractor shall be responsible for all fees and costs associated with obtaining a permit and associated with disposal to the MCPW sewer.

## PART 3 – EXECUTION

This part of the specifications identifies the required coordination for all parties in items relating to waste disposal (3.1), the requirements for containerization and characterization of all waste materials to be disposed of off-site (3.2), and the requirements for transportation and disposal of all waste materials (3.3). The Contractor should refer to the LeChase Bid Package for the decontamination of building equipment and materials.

### 3.1 COORDINATION WITH THE CONSTRUCTION MANAGER AND ENVIRONMENTAL CONSULTANT

- A. The CM or Environmental Consultant will be on-site continuously during all phases of the project.
- B. The Contractor shall not transport or dispose of any waste materials generated from the site without express written permission from the City of Rochester (e.g., signing of waste manifest) or the CM or the Environmental Consultant.
- C. The Contractor shall notify the CM and the Environmental Consultant at least one (1) working day prior to removing any manifested waste. At the time of waste removal, the contractor shall supply the CM the Generator Copy of the waste manifest.



- D. The Contractor shall notify the CM at the time of all waste (manifested waste and waste not requiring a manifest) being transported off-site in order for the CM to log the material being removed and the transporter information (e.g., truck number, plate number, etc.).
- E. The Contractor shall provide the CM a copy of weigh tickets for all shipments of waste within 24 hours of the waste being taken off the Site.
- F. The Contractor shall allow and provide access to the work at all times for the CM, Environmental Consultant and PM to complete testing and observations.
- G. The Contractor shall follow the directions of the CM and/or the Environmental Consultant regarding characterization, reuse, recycling, salvage, or off-site disposal of any waste.
- H. During the work, if conditions are encountered which require the presence of the CM or Environmental Consultant, the Contractor shall notify the CM and immediately stop work until the CM or the Environmental Consultant's presence.

### 3.2 Waste Containerizing and Characterization

The work to be completed includes the demolition/removal of building materials and equipment which may contain or have contained hazardous materials. This item does not include the previously characterized materials (e.g., ACM, PCB light ballasts, known hazardous waste debris, etc.). The waste handling, containerizing, transporting and disposal requirements for the following previously characterized materials are identified in their respective sections in the LeChase Bid Package. In addition to these other sections, the building debris identified as a characteristic hazardous waste is discussed in Part 4 of this section.

Building materials (e.g., concrete, I-Beams, etc.) that are not impacted will be removed/disposed as part of the demolition contract. The handling of equipment and building materials that are stained or previously contained non hazardous or hazardous materials may require decontamination, refer to Specification Section 2400.

The Contractor is responsible for establishing a work area boundary that will accomplish the following objectives:

- Establish a decontamination zone to allow only authorized access to the contaminated area and the personnel decontamination area
- Ensure that non-authorized people do not accidentally enter the contaminated area
- Ensure the safety of people in the vicinity of the work area
- Ensure contaminants are not spread outside the work area.

Work under this item shall consist of the containerization and characterization of materials not previously characterized. The attached flowchart identifies the general procedures for assessing, containerizing, characterizing, storing, transporting and disposing of potential materials that will require removal from building materials and equipment. In general, the approach will be as follows:

1. The Contractor shall assess all equipment and building material for visible staining, residues, liquids or solids. If any residue, liquids or solids are present the Contractor shall containerize the material in an appropriate container and stage the container in the Waste Storage Area. Upon containerizing the material, the Contractor will notify the Environmental Consultant so that waste characterization testing can be completed. The Contractor shall provide all necessary personnel and equipment necessary to assist the Environmental Consultant with sampling of the containerized waste.
2. The Contractor shall not mix different waste streams in the same container.
3. The containers used for storage of waste must be United States Department of Transportation (DOT) approved. The contractor shall supply all necessary drums, bins, tanks, and tank trucks when necessary. Containers shall remain closed at all times except when material is being added.
4. The Contractor shall affix a legible label to each container (e.g., drum, frac tank, etc.) generated during containing of waste that has not been pre-characterized. The label shall be affixed at the time the waste is containerized and the following minimum information will be on the label: date generated, a brief description of the waste, the person(s) who containerized the material, the location the material was removed from and the following statement "Waste Pending Characterization Results".
5. The Contractor shall establish a Waste Storage Area that is a secure area out of the elements that shall be approved by the CM. The Contractor shall allow the Project Manager, CM and Environmental Consultant access to this area upon request.
6. Contractor shall inspect the Waste Storage Area daily to ensure the containers are not leaking, are segregated into compatible groups, and labeled properly with appropriate dates and waste description. Contractor shall complete an inspection form and retain the completed inspection forms at the Site and these forms shall be available to the Project Manager, CM and/or Environmental Consultant upon request.
7. The Environmental Consultant shall provide the waste characterization testing results to the Contractor and identify the status of the waste (i.e., hazardous, non-hazardous, etc.).
8. The Contractor shall be responsible for removing all equipment and all building materials within the buildings, including removal of piping in chases/tunnels and up to exterior building walls. The anticipated equipment/materials that may contain waste (residual materials, debris, liquids and/or solids) and require containerizing and characterization are listed below (but not limited to):
  - a. Fume Hoods and Ductwork: The Contractor should be aware that several areas of the Site were used for laboratory work and thus fume hoods and ductwork shall require detailed assessment prior to removal. Although specific contaminants from these areas are not known, it is anticipated that fume hoods and ductwork could contain (but not limited to) – ACM, semi-volatile organic compounds (SVOCs), and heavy metals.
  - b. Benches, cabinets, floors, walls: The Contractor will be responsible for evaluating each bench, cabinet, floor, and wall for visible signs of staining, debris, buildup of materials, liquids and/or solids. It is anticipated that benches, cabinets, floors, and walls could contain or be impacted by (but not limited to) – ACM, SVOCs, and heavy metals.

- c. **Drain Traps and Plumbing:** It is to be assumed that laboratory drain traps may contain hazardous materials. The Contractor shall remove the trap so that the trap contents are contained to prevent spillage during removal and a visual check for any materials shall be conducted. In the event materials are observed, the Contractor shall appropriately containerize and characterize the material (refer to above). It is anticipated that drain traps and plumbing could contain or be impacted by (but not limited to) – ACM, VOCs (including solvents), SVOCs, heavy metals, acids and/or bases.
- d. **Equipment and Piping:** All intact equipment and piping at the Site shall be assumed to contain hazardous materials. The Contractor shall be responsible for assessing equipment (e.g., tanks, pumps, etc.) and piping for contents, containerizing all materials encountered and subsequently characterizing the materials. It is anticipated that equipment and piping could contain or be impacted by (but not limited to) – ACM, VOCs (including solvents), SVOCs, heavy metals, acids and/or bases. Available information (process schematics) is included in the LeChase Bid Package. While actual conditions likely vary, this information is being provided for the use of the Contractor.
- e. **Tunnels and sumps:** All liquids in tunnels and sumps will require dewatering to facilitate removal of equipment/piping in these locations and to evaluate the underlying concrete for waste characterization. It is anticipated that liquids in tunnels and sumps could contain or be impacted by (but not limited to) – ACM, VOCs (including solvents), SVOCs, heavy metals, acids and/or bases.
- f. **Fluorescent Light Ballasts:** The contractor should refer to the LeChase Bid Package for requirements on Fluorescent light ballasts.
- g. **Mercury containing materials:** The contractor should refer to the LeChase Bid Package for requirements on mercury containing materials.
- h. **Ozone Depleting Compounds / Refrigerators:** The contractor should refer to the LeChase Bid Package for information on Ozone Depleting Compounds/Refrigerants.
- i. **Concrete and other building materials:** As part of the decontamination procedures, concrete and other building materials may be generated and require containerizing, characterizing and disposal. It is anticipated that equipment and piping could contain or be impacted by (but not limited to) – VOCs (including solvents), PCBs, SVOCs, and/or heavy metals.
- j. **Decontamination waters from hazardous and non-hazardous decontamination operations.** It is anticipated that drain traps and plumbing could contain or be impacted by (but not limited to) – ACM, VOCs (including solvents), SVOCs, heavy metals, acids and/or bases.

In addition to the above general items, a list of known materials that have been characterized or require characterization are included in Part 4. Note: The list in Part 4 of this section does not include all materials that will require disposal.

### 3.3 Waste Transport and Disposal

- 1. The Contractor shall appropriately label all waste upon receipt of the waste characterization results. The waste labels shall be in accordance with NYSDOT labeling requirements for the waste type (i.e., hazardous, non-hazardous, ACM, etc.).
- 2. The Contractor shall notify the CM upon receipt of any characterization data indicating a hazardous waste. The Project Manager reserves the right to conduct alternate sampling (e.g., ‘Contained-In Demonstration’) prior to profiling or disposing of hazardous waste.

3. The Contractor shall submit a waste profile to the CM for each waste stream required by the T&D Facility. The waste profile will be approved and signed by the City of Rochester prior to submitting to the T&D Facility. The Contractor shall submit waste profiles to the T&D Facility after approval by the City of Rochester.
4. After approval of the waste profile by the T&D Facility, the Contractor shall be responsible for providing the CM completed waste manifests for all waste requiring a manifest. All waste manifests will be approved and signed by the City of Rochester prior to submitting to the T&D Facility. The Contractor shall submit waste profiles to the T&D Facility after approval by the City of Rochester.
5. The Contractor shall be responsible for ensuring all waste leaves the Site in DOT approved containers. The Contractor shall be responsible for any errors in waste characterization resulting in returned waste material from the T&D Facility.
6. The Contractor shall be responsible for ensuring that all waste transported is transported by a NYSDEC Part 364 certified transporter for the waste being transported.
7. The Contractor shall provide the CM a copy of all weigh tickets within 24 hours of the waste leaving the Site.
8. The Contractor shall provide the CM a copy of all manifests at the time the waste leaves the Site.
9. The Contractor shall evaluate all liquids for disposal to MCPW (refer to References). For all liquids acceptable for disposal to MCPW, the Contractor shall obtain the necessary sewer use permit from MCPW. For all liquids not acceptable for disposal to MCPW, the Environmental Consultant reserves the right to require pre-treatment (e.g., filtering through a carbon drum) and re-testing of the liquid. In the event pre-treatment is not deemed feasible or the re-tested liquid is still not acceptable to MCPW, the Contractor shall complete a waste profile for off-site disposal and submit it to the CM. Prior to any discharges of liquids to the MCPW sewer, the Contractor will obtain approval from the CM or Environmental Consultant to discharge liquids (in addition to MCPW approval).

#### Part 4 – EXISTING INFORMATION

##### 4.1 Characteristic Hazardous Waste

Three areas of building debris (drywall debris on floor, insulation on floor, etc.) have been characterized as hazardous waste. This is based on samples collected/analyzed via Toxicity Characteristic Leachate Procedure (TCLP) extraction for Resource Conservation and Recovery Act (RCRA) Metals. The contractor shall containerize, profile and dispose of this debris as required in Part 3.2 and 3.3 of this section. Although additional hazardous waste materials are not currently known, the various waste generated requiring characterization may identify additional hazardous waste streams.

##### 4.2 Uncharacterized Materials

The table below provides the current list of materials identified at the Site that will require containerizing, characterizing and disposal. The Contractor shall anticipate additional materials will be encountered.

Table 1  
List of Known Materials

Building	Floor	Room	Description	Potential Waste
1	Basement	003	~35-gallon Drum of Unknown Granulated Substance	Contents
1	Basement	005	Freon Tank	Freon
2	Basement	Bulk Storage	Rectangular Tank and Trough	4" Liquid in Tank
2	Basement	Bulk Storage	Four 250-gallon Poly Tanks	One with 5" Liquid, one with 10" Liquid
2	Basement	Bulk Storage	Pipe Chase/Sump Full of Water	Water
2	Basement	Base of East Stairwell	R-22 Compression Tank	Tank Contents and Associated Leaking Oil
2	1 <sup>st</sup> Floor	112	Tygon Tubing from Silver Feed Lines <u>Regulatory Exceedance:</u> Silver = 10.0 ppm	Tubing
2	1 <sup>st</sup> Floor	111	Tank Trough Liquid  <u>Regulatory Exceedances:</u> Cadmium = 9.3 ppm Chromium = 61.9 ppm Lead = 83.5 ppm Selenium = 2.9 ppm Silver = 47.6 ppm	Trough Liquid
2	2 <sup>nd</sup> Floor	Chill & Noodling	Single Piston Hydraulic Lift	Hydraulic Oil
3	1 <sup>st</sup> Floor	N/A	Hydraulic Lift	Hydraulic Oil
4	1 <sup>st</sup> Floor	Throughout Building	Various containers including Trichlorofluoromethane, Oil, Greases, and Abrasive Compounds  <u>Composite Sample Regulatory Exceedances:</u> 2-Butanone = 30,000 ppm Cadmium = 10.4 ppm	Fluids
5	1 <sup>st</sup> Floor	Boiler House	Used Oil Drum (1/2 Full)	Used Oil
5	1 <sup>st</sup> Floor	Boiler House	White Drum with Foamy Liquid (2/3 Full)  <u>Regulatory Exceedance:</u> Selenium = 1.5 ppm	Unknown Liquid

*Table 1 (continued)*  
*List of Known Materials*

<b>Building</b>	<b>Floor</b>	<b>Room</b>	<b>Description</b>	<b>Potential Waste</b>
8	1 <sup>st</sup> Floor	Main Room	Seven 5-gallon Buckets of Unknown Substance and Unknown Quantity	Contents
9	1 <sup>st</sup> Floor	Main Room	Contents of Kathabar Conditioning System Unit and Associated Piping  <u>Composite Sample Regulatory Exceedances:</u> Cadmium = 10.9 ppm Chromium = 237 ppm	Conditioning System and Piping Contents
10	1 <sup>st</sup> Floor	Main Room	Contents of Kathabar Conditioning System Unit and Associated Piping  <u>Composite Sample Regulatory Exceedances:</u> Cadmium = 12.4 ppm Chromium = 555 ppm Lead = 11.6 ppm	Conditioning System and Piping Contents
11	Basement	B-2	Deionization System (Tanks Presumably Empty)	Tank Contents (?)
12	1 <sup>st</sup> Floor	Rewind Room	Single Piston Hydraulic Lift	Hydraulic Oil
12	1 <sup>st</sup> Floor	Loading Dock Area	Pump	Associated Liquids
12	1 <sup>st</sup> Floor	Receiving Room/Pallet Storage	Double Piston Hydraulic Lift	Hydraulic Oil
12	1 <sup>st</sup> Floor	Loading Dock	Loading Dock Hydraulic Lift	Hydraulic Oil
13	1 <sup>st</sup> Floor	Elevator	Single Piston Elevator to Basement of Bldg. 16	Machinery in Equipment Room, Reservoir Tank Presumably Empty

*Table 1 (continued)*  
*List of Known Materials*

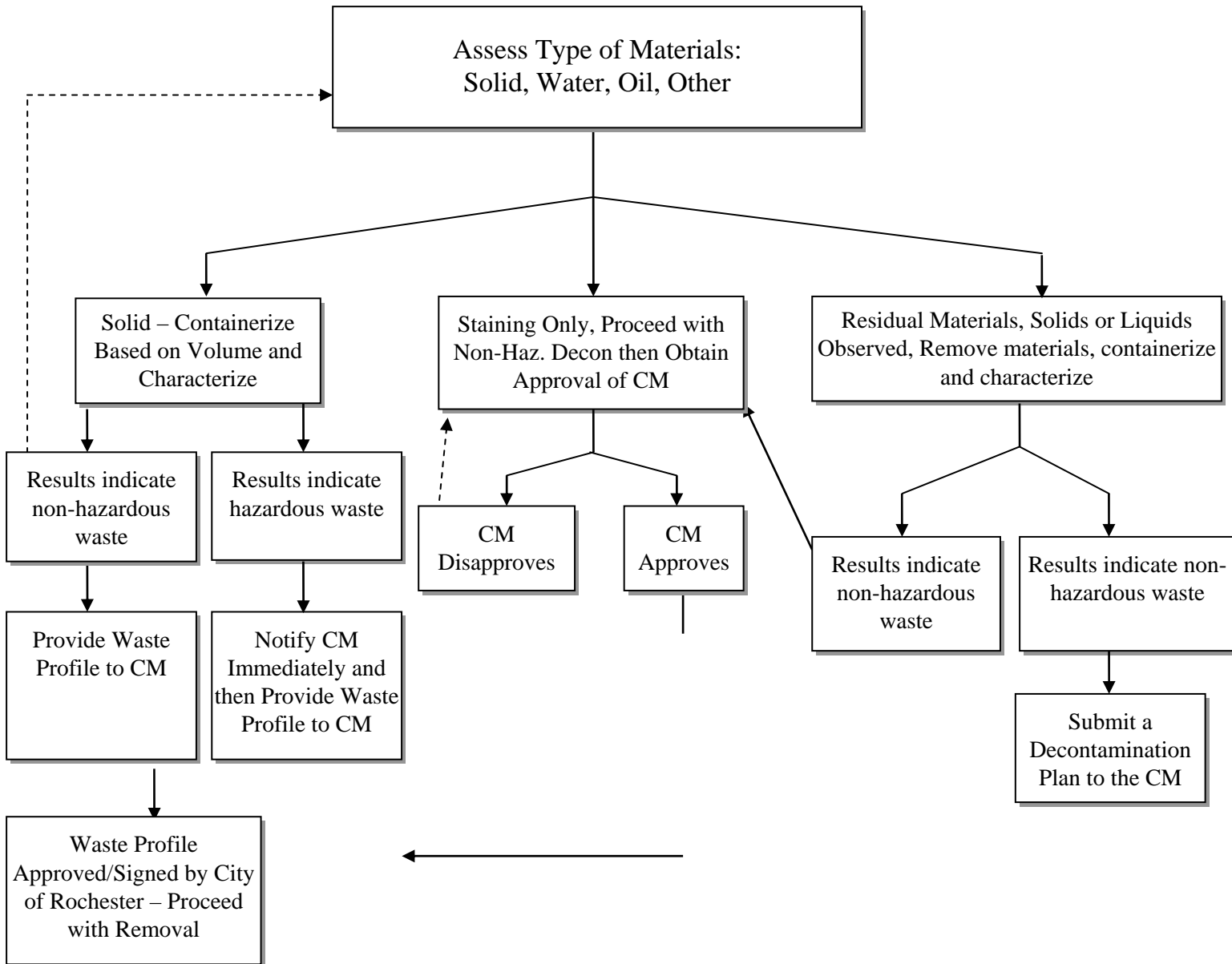
<b>Building</b>	<b>Floor</b>	<b>Room</b>	<b>Description</b>	<b>Potential Waste</b>
17	Upper Level	Main Room	<p>Contents of Kathabar Conditioning System Unit and Associated Piping</p> <p><u>Composite Sample Regulatory Exceedances:</u>  Cadmium = 17.1 ppm  Chromium = 127 ppm  Lead = 9.6 ppm</p>	

*Note: Analytical data taken from Brownfield Restoration Group, LLC report dated March 1999. This analytical data is available upon request; however, current characterization testing will be needed to confirm these results and obtain waste profile approval.*

END OF SECTION 02300



## Materials Waste Characterization Flow Chart





## PHOTECH

### SECTION 02400 DECONTAMINATION OF EQUIPMENT AND BUILDING MATERIALS

#### PART 1 - GENERAL

##### 1.1 WORK COMPLETED UNDER THIS SECTION

- Decontamination of all building materials with visible staining, confirmed impacts or that contained chemicals.
- Containerizing of all waste materials generated.

##### 1.2 REFERENCES

- A. 6 NYCRR Part 360            Solid Waste Management Facilities
- B. 6 NYCRR Part 370           Hazardous Waste Management System – General
- C. 6 NYCRR Part 371           Identification and Listing of Hazardous Waste
- D. 40 CFR Part 82            Protection of Stratospheric Ozone; Refrigerant Recycling; Substitute Refrigerants
- E. 6 NYCRR Part 374-3       Standards for Universal Waste
- F. Monroe County Pure Waters Sewer Use Law
- G. Pure Waters Districts Rules and Regulations

##### 1.3 RELATED SPECIFICATIONS

- Containerization, Characterization and Disposal of Waste: Section 02300

##### 1.4 DEFINITIONS

- A. *Project Manager* refers to City of Rochester designated Project Manager.
- B. *CM* indicates the City of Rochester designated Construction Manager.
- C. *Environmental Consultant* indicates the City of Rochester designated environmental consultant, selected to be responsible for environmental oversight activities during redevelopment of the Project Site.
- D. *Equipment* indicates any tanks, piping, valves, compressors, fume hoods, ductwork, etc. that is not a structural part of the building.
- E. *Building Materials* indicates any flooring, walls, ceiling, metal catwalks, etc. that are a structural part of the building.

- F. *Regulated Solid Waste* indicates materials such as plastics, metals (non-recyclable), and/or C&D not to be re-used on-site. [Note: This does not include any materials that have been characterized and are considered Asbestos Containing Materials, PCB Containing Materials, Hazardous Waste, Non-Hazardous Waste, etc.]
- G. *PCB Containing Materials* indicates materials which have been characterized and contain greater than 50 parts per million (ppm) of PCB or are assumed PCB containing materials based on the material type (e.g., PCB light ballasts).
- H. *Mercury Containing Materials* indicates materials which have been characterized fluorescent light tubes, of mercury or are assumed mercury containing materials based on the material type (e.g., mercury vapor light ballasts, mercury switches, etc.).
- I. *Asbestos Containing Materials* (ACM) indicates materials which have been characterized and contain 1% of asbestos or are assumed ACM based on the material type.
- J. *Hazardous Waste* indicates a material that has been deemed a hazardous waste based on the Waste Generator's knowledge or has undergone analytical testing and is shown to be a characteristic hazardous waste.
- K. *Non-Hazardous Waste* indicates a material that has undergone waste characterization testing and the characterization testing did not identify characteristics of hazardous waste.
- L. *Non-Hazardous Decon Method* indicates that the equipment or building material shall be cleaned by a detergent power wash followed by a rinse with potable water. The wash water shall include a non-hazardous detergent that is acceptable for discharge by Monroe County Pure Waters.
- M. *T&D Facility* indicates any facility that treats, stores, or disposes of any wastes.
- N. *Waste Characterization* indicates certified laboratory analysis performed on any waste material for the purpose of acceptance at a T&D Facility. Analytical parameters are determined on a case by case basis in conjunction with the T&D Facility.
- O. *Waste Generator* indicates the City of Rochester for this project.
- P. *Waste Manifest* indicates the regulatory paperwork signed by the Waste Generator that accompanies each shipment of waste from the Site to the T&D Facility.
- Q. *Waste Profile* indicates the regulatory paperwork signed by Waste Generator for the purpose of acceptance at a T&D Facility.
- R. *Waste Storage Area* indicates the designated location for storage of wastes that have been containerized but are awaiting characterization results or have been characterized and are awaiting transport and disposal.

## 1.5 CONTRACTOR QUALIFICATIONS

- A. All contractors performing work involving hazardous materials at the Site shall be pre-qualified by CM, Environmental Consultant and the City of Rochester prior to selection and contracting.

- B. The following items shall be required to be submitted for pre-qualification review:
- Evidence of a minimum 5 years experience in work involving hazardous materials.
  - Include evidence of experience and training of personnel to be performing decontamination activities and handling hazardous waste streams.
  - DOT Hazardous Waste Transportation ID Number
  - Proof of all training required under OSHA and EPA standards for all workers involved, including but not limited to: OSHA 40-hr. HazWaste Operations Certification.

#### 1.6 SUBMITTALS

- A. The Contractor shall prepare a Site-Specific Health and Safety Plan and submit it to CM prior to initiating any on-site work.
- B. The Contractor shall prepare a non-hazardous decontamination plan prior to conducting any decontamination. The plan shall include decontamination pad information, methods of decontamination, containerization of waters and methods for deeming decontamination is complete.
- C. The Contractor shall prepare as necessary individual hazardous waste decontamination plans prior to conducting decontamination of equipment that contained hazardous waste. The plan(s) shall include decontamination pad information, methods of decontamination, containerization of waters and methods for deeming decontamination is complete.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS AND EQUIPMENT

- A. The Contractor shall provide all necessary personal protection equipment (PPE), material and equipment to properly decontaminate equipment and building materials which may have contained or been impacted by hazardous waste, non-hazardous waste, PCB containing waste, ACM, mercury containing waste, regulated solid waste, etc. to the satisfaction of the City of Rochester, the Project Manager, the CM, and the Environmental Consultant.
- B. The Contractor shall provide high-pressure sprayers, appropriate decontamination pad(s), non-hazardous detergents, and other appropriate cleaning utensils/materials.
- C. Potable water shall comply with all applicable New York State Department of Health (NYSDOH) regulations. Hydrant use requires the use of a meter and backflow preventer. The Contractor shall obtain hydrant use permits and pay all fees and deposits.

- D. The Contractor shall provide all necessary to containers (e.g., NYSDOT approved 55-gallon drums, 85-gallon drum overpacks, etc.) to the satisfaction of the City of Rochester, the Project Manager, the CM, and the Environmental Consultant.
- E. The Contractor shall provide all necessary 6-mil reinforced polyethylene sheeting that meets all requirements of ANSI Specification D2103 in order to complete the project.

### PART 3 – EXECUTION

This part of the specifications identifies the required coordination for all parties (3.1), the anticipated requirements for decontamination equipment (3.2) the anticipated requirements for decontamination of stained building materials or building materials that were impacted with hazardous or non-hazardous waste, and (3.3) the requirements for labeling of all decontamination waters and rinse waters.

#### 3.1 COORDINATION WITH THE CONSTRUCTION MANAGER AND ENVIRONMENTAL CONSULTANT

- A. The CM or Environmental Consultant will be on-site continuously during all phases of the project.
- B. The Contractor shall obtain approval from the Environmental Consultant prior to initiating decontamination activities for all equipment or building materials.
- C. The Contractor shall allow and provide access to the work at all times for the Project Manager, CM and the Environmental Consultant to complete testing and observations.
- D. The Contractor shall follow the directions of the CM and/or the Environmental Consultant regarding decontamination of all equipment and building materials.
- E. During the work, if conditions are encountered which require the presence of the CM or Environmental Consultant, the Contractor shall notify the CM and immediately stop work until the CM or the Environmental Consultant's presence.
- F. The attached Building Equipment and Materials Decontamination Flow Chart provides the general coordination requirements to be adhered to by the Contractor.

#### 3.2 DECONTAMINATION OF EQUIPMENT

This Section assumes that all waste has been removed from the equipment or piping to be decontaminated. The Contractor should refer to Section 02300 Containerization, Characterization and Disposal of Waste for the containing of waste prior to decontamination and for characterizing and disposing of decontamination liquids.

The Contractor is responsible for establishing a work area boundary that will accomplish the following objectives:

- Establish a decontamination zone to allow only authorized access to the contaminated area and the personnel decontamination area.
- Ensure that non-authorized people do not accidentally enter the contaminated area.

- Ensure the safety of people in the vicinity of the work area.
  - Ensure contaminants are not spread outside the work area.
- A. The Contractor shall be responsible for segregating all equipment and labeling/tracking the equipment to note which waste was contained in the equipment. This information will be provided to the Environmental Consultant. The equipment will remain labeled and on site until waste characterization data is received and required decontamination methods are determined.
- B. All equipment that contained only staining or non-hazardous waste shall be decontaminated by the Contractor by the Non-Hazardous Decon Method (refer to definitions), unless otherwise instructed by the Project Manager, CM or Environmental Consultant. The Contractor shall be responsible for decontamination to the extent required by the off-site disposal or recycling facility. The Contractor shall containerize and appropriately label all containers generated by the Non-Hazardous Decon Method, refer to Section 3.4. It is intended that decontamination liquids generated by the Non-Hazardous Decon Method will be discharged to the Monroe County Pure Waters (MCPW) Sewer (subsequent to approval by MCPW).
- C. All equipment that contained hazardous waste shall require the Contractor to submit a waste specific decontamination plan for written approval by the City of Rochester and the Environmental Consultant. Subsequent to approval, the Contractor shall proceed with the approved decontamination plan. The Contractor shall containerize and appropriately label all containers generated by the decontamination of equipment that contained hazardous waste. Decontamination operations of different hazardous waste streams may require to be containerized separately. The Contractor should refer to Section 2300 on the characterization and disposal of waters generated from decontamination of equipment that contained hazardous waste.
- D. The Contractor shall note that all equipment decontaminated (regardless of method) may require post-decontamination sampling prior to removal from the Site. In all instances, the Contractor shall request approval of from the Environmental Consultant prior to equipment being deemed 'clean' and removed from the Site. The Contractor shall note that in the event such sampling is completed and identifies additional decontamination is required, it shall be the responsibility of the Contractor to complete additional decontamination activities.
- E. The anticipated equipment that may require decontamination are provided below; however, items may be encountered that are not listed below:
- 1) Fume hoods and ductwork. Note – decontamination may require power wash and rinse with various detergents or alternative cleaning compounds (actual method will depend on the characterization testing).
  - 2) Benches, cabinets, floors, walls. Note – decontamination may require power wash and rinse with various detergents or alternative cleaning compounds (actual method will depend on the characterization testing).
  - 3) Drain traps and plumbing fixtures. Note – decontamination may require power wash and rinse with various detergents or alternative cleaning compounds (actual method will depend on the characterization testing).
  - 4) Tanks, compressors, pumps, and piping. Note – decontamination may require power wash and rinse with various detergents or alternative cleaning compounds or potentially intact piping/processes may require triple wash and triple rinse (actual method will depend on the characterization testing).

- F. The locations of various equipment known to contain material requiring containerizing/characterization are provided in Section 2300.
- G. Historic drawings of process piping/locations are included with the LeChase Bid Package. However, this information does not reflect the current conditions at the facility, rather these drawing are provided for information on the locations of processes and the facilities infrastructure.

### 3.3 DECONTAMINATION OF BUILDING MATERIALS

This Section assumes that all waste/debris has been removed from in and around the building materials (i.e., only staining remains). The Contractor should refer to Section 2300 Containerization, Characterization and Disposal of Waste for the containing of waste prior to decontamination. The intent of decontaminating the building materials will be to facilitate removal of building materials and building demolition in accordance with the specified reuse/recycling for that material.

*Note: Building demolition activities are being handled under a separate contract.*

- A. The Contractor shall be responsible for tracking all waste/debris that was removed/characterized from each area of the buildings. The waste characterization (completed by the Environmental Consultant) will determine the required decontamination methods to be used. Subsequent to removal of the debris/waste and equipment, the Environmental Consultant shall be notified that the area is ready for evaluation of building materials. The Contractor shall assist the Environmental Consultant as necessary in order to facilitate sampling of all building materials required for testing. The Contractor shall be aware that waste characterization activities may require up to 2 weeks between removal of waste, debris and equipment and authorization for decontamination of building materials.
- B. The characterization of building materials and areas of staining shall determine the need for decontamination of building materials and the methods of decontamination.
- C. In general, areas of staining or that contained non-hazardous waste shall be decontaminated by the Contractor using the Non-Hazardous Decon Method (refer to definitions). In all cases, the Contractor shall request approval to decontaminate an area prior to proceeding with building decontamination activities. The Contractor shall containerize and appropriately label all wash and rinse waters generated by the Non-Hazardous Decon Method.
- D. All building materials that contained hazardous waste or were impacted by hazardous waste (as identified by the Environmental Consultant) shall require the Contractor to submit a waste specific decontamination plan for written approval by the City of Rochester and the Environmental Consultant. Subsequent to approval, the Contractor shall proceed with the approved decontamination plan. The Contractor shall containerize and appropriately label all wash and rinse waters generated by the decontamination of building materials that contained hazardous waste. Decontamination operations of different waste streams may require to be containerized separately.

- E. The Contractor shall note that all building materials decontaminated (regardless of method) may require post-decontamination sampling. In all instances, the Contractor shall request approval of from the Environmental Consultant prior to the material being deemed 'clean'. The Contractor shall note that in the event such sampling is completed and identifies additional decontamination is required, it shall be the responsibility of the Contractor to complete additional decontamination activities.
- F. The anticipated building materials that may require decontamination are provided below; however, items may be encountered that are not listed below:
- 1) Concrete floors and walls (including pre-cast and block) – concrete floors and walls may have standing water that was impacted with contaminants or could be stained by oils or other materials. Note – decontamination of these materials may require power wash and rinse with various detergents or alternative cleaning compounds to extract contaminants (such as triple wash/rinse with solvents) or potentially scarifying the concrete (including collecting dust and wash waters).
  - 2) Concrete sumps - concrete sumps may have standing water that was impacted with contaminants or could be stained by oils or other materials. Note – decontamination of these materials may require power wash and rinse with various detergents or alternative cleaning compounds to extract contaminants (such as triple wash/rinse with solvents) or potentially scarifying the concrete (including collecting dust and wash waters).
  - 3) Metal lined sumps – metal lined sumps may have standing water that was impacted with contaminants or could be stained by oils or other materials. Note – decontamination of these materials may require power wash and rinse with various detergents or alternative cleaning compounds (actual method will depend on the characterization testing).
  - 4) Metal catwalks and I-beams - metal building materials could have oily residues or have been submerged in impacted water. Note – decontamination of these materials may require power wash and rinse with various detergents or alternative cleaning compounds (actual method will depend on the characterization testing).

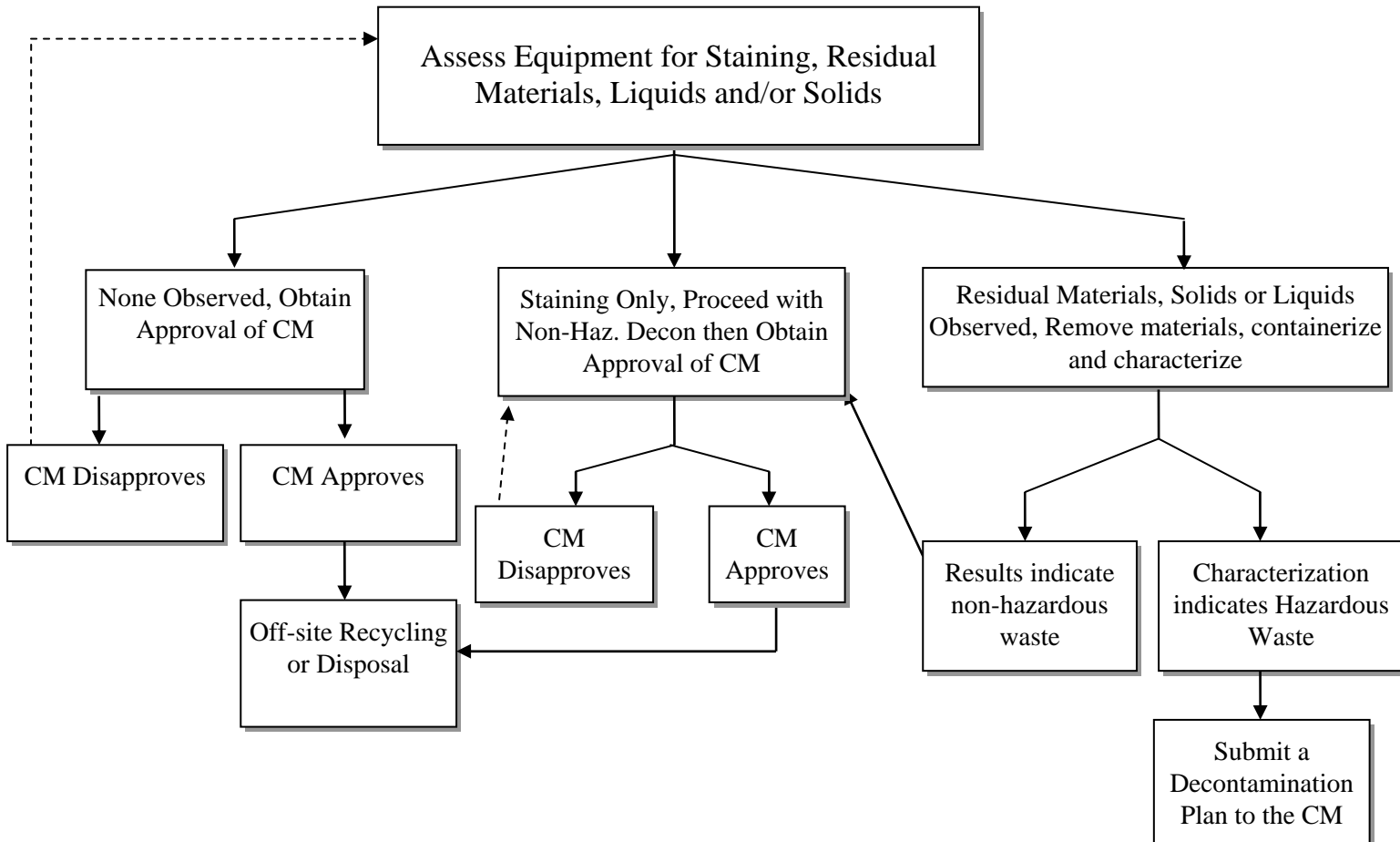
### 3.4 LABELING OF DECONTAMINATION WATERS AND RINSE WATERS

- A. A label shall be affixed to each container (e.g., drum, frac tank, etc.) generated during decontamination activities and affixed at the time it is generated. The label shall be legible and contain the following minimum information: date the waters were generated, the equipment or building materials that were decontaminated by the waters, the person(s) who containerized the material and either state "Water from Non-Hazardous Decon Operations" or "Water from Hazardous Waste Decon Operations".

END OF SECTION 02400



## Equipment and Building Materials Decontamination Flow Chart





**LECHASE CONSTRUCTION SERVICES, LLC**

**Intent**

The purpose of this document is to provide a process overview for all powered track or wheel equipment planned to be utilized for building demolition work. This includes both “soft” demolition and “mass” building demolition work. These requirements are to raise the awareness and enhance the safety for all personnel. All contractors will be required to adhere to these requirements prior to the commencement of ANY demolition work. A minimum of two weeks will be required to review the proposed plans. Site supervisors are responsible for the safe operation of all equipment at all times. As LCS has committed to a zero tolerance safety approach, the utilization of procedures and the enforcement of safety rules will be held to the highest standard.

**DEMOLITION EQUIPMENT REQUIREMENTS**

1. All subcontractors shall submit product information for EACH piece of equipment. All attachments that may be used at any time throughout the duration of the demolition work shall also be included with the submittal package. Submittal information shall include the manufacturer’s specifications including weights of the machine, operation instructions and all pertinent engineering limit charts including any limit and safety alarm systems.
2. All contractors will be required to submit an “Equipment Location Plan”. As the conditions change, so must this plan. Submission of this plan is to minimally include:
  - ✓ The physical location of all equipment with relationship to the demolition activity.
  - ✓ Movement of the machine throughout the demolition site as the working environment changes.
  - ✓ Surface conditions for the equipment including any additional preparations required as the demolition conditions change.
  - ✓ Equipment working surface materials for the equipment pads should be specified with the understanding of machine load distributions.
  - ✓ Verification techniques to verify stability of the ground where the equipment is to be located as the demolition activities progress.
  - ✓ Verification that the plan is being adhered to on a daily basis with the assignment of a spotter who’s sole activity is verification of equipment safety throughout the demolition process. (Include a daily verification process between a designated spotter and the operator)
  - ✓ Qualifications of the designated spotter which should include the total understanding of the demolition equipment with the equipment plan.
  - ✓ Include how the contractor plans to manage the changes to the site conditions with the necessary changes to the “Equipment Location Plan”.

3. LeChase Construction will not allow the build up of demolition material above the mean surrounding grade for the sole purpose to increase the reach or height of the demolition equipment, without approval. Properly sized equipment for the demolition activity is required. Any equipment pad constructed for this purpose will only be allowed if designed and approved by the manufacturer of the equipment and a state certified structural engineer.
4. Interior “soft” demolition will require additional information; in the equipment location plan, including controls of the demolition debris to not cause any uneven or over loading of the existing floor rating. Machine weight and debris weight must be accounted for and management of the changing project conditions must be outlined. Safety measures for the equipment to insure no roll off of deck edges or through floor penetrations must be outlined within the plan.
5. Maintenance of equipment ensures the safe operation as demolition equipment is self destructive. Periodic preventative maintenance of all equipment is required to insure that ALL parts of the machine are working properly. Safety alarms should be verified as necessary to insure the limits are not being exceeded. Verify the maintenance and testing of these alarms through the manufacturer’s recommendations. This will insure the devices and function of the mechanical and electrical components have not been damaged by the progression of the work. Maintenance records should be readily available for audit by LeChase.
6. All equipment operators must be qualified and have had the proper training as outlined by OSHA. Qualifications shall include the years of experience and the type of equipment operated. Include a plan of self reporting for any new or existing medical conditions that may alter the operator’s ability to operate the equipment. Records of the qualifications and training shall be available for inspection by LeChase.
7. Equipment operator orientation shall be required prior to the commencement of the main building demolition work. Review of the Equipment Location plan shall be a part of the topic for this 1 – 1-1/2 hour meeting.
8. Observations of the demolition work by the demolition contractor are mandatory. Observations of the demolition work shall be performed by LaBella, LeChase or the City of Rochester throughout the progress of the work to insure the safe practices are being followed.

# HSE REQUIREMENTS FOR CONTRACTORS

In addition to the HSE requirements defined in this document, contractors shall comply with all federal, state and local laws and requirements.

## PHOTECH FACILITY

Person responsible for completion of the HSE Requirements for Contractors.

Ray LeChase II

LaBella Representative responsible for providing resources to assist in identifying HSE hazards and reviewing the HSE Requirements for Contractors to ensure content and completeness.

Dennis Porter

## PROJECT DEFINITION AND CONTACTS

Project Title PHOTECH Facility clean up and Demolition Project

Scope of Work Asbestos Abatement, environmental cleaning, utility disconnects, Complete Building Demolitions, Crushing acceptable material, and final grading.

Buildings All Plant Rochester Floor All Room/Location All

LaBella Representative Dennis Porter Phone/Pager 585-295-6245

Project/Construction Manager Ray LeChase II Phone/Pager 585-254-3510

Off Hours Contact Keith Bates (Project Superintendent) Phone/Pager Cell = 585-967-1933

## BUILDING/SITE SPECIFIC INFORMATION

Work Hour Restrictions Normal Business Hours Monday through Friday. Extended or additional hours Monday through Friday or weekends are allowed subject to securing all required permits and variances and approval from the City, NYSDEC and other applicable regulatory agencies. Contractor requests for extended hours must be made in writing and submitted to LeChase. Application for approval of extended work hours must include work hours proposed and the direct benefit to the project associated with working the additional hours. LeChase/LaBella will petition the City and NYSDEC for approval.

Cafeteria/break room locations Strategically placed trailers only

Designated Smoking Locations Strategically placed trailers only. Restroom Locations Temporary facilities only

Other No access to or from adjacent properties

Telephone location Contractor to provide temporary phones. Cell phones can be utilized

Evacuation procedure/ Alarm type/Assembly area Evacuation procedure must be developed by each contractor for each building / complex as part of their HSE safety plan.

Eye Bath/Safety Shower Contractor to furnish portable eye baths and safety showers and note the locations in their HSE plan to their workers.

# HSE REQUIREMENTS FOR CONTRACTORS

## PROJECT HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS TO BE ADDRESSED IN THE CONTRACTOR'S HSE PLAN

General HSE Requirements	Project Specific HSE Requirements
<b>Chemical, Material, Biological, Physical Hazards</b> <ul style="list-style-type: none"><li>• If asbestos, suspected asbestos or other unexpected chemicals, odors, etc is found, stop work and immediately notify LeChase Construction Representative.</li><li>• Presume all painted surfaces contain lead unless otherwise specified.</li><li>• Burning, grinding of lead containing materials is subject to acceptance of contractor's OSHA Lead Program.</li><li>• All Chemicals/materials brought on site must have a MSDS.</li></ul>	<p>Asbestos surveys available on request from LeChase superintendent. Site contains presumed ACM disturbances of which each contractor must outline mitigate or control this hazard if the hazard still exists while in the buildings.</p> <p>Known or presumed chemical, material, biological, and physical hazards are noted on Appendix A.</p> <p>Contractor to describe how they will mitigate and/or control hazards identified.</p> <p>Contractor must provide a list of all chemicals to be brought on site to the LeChase superintendent. Contractor to provide information on how to access their MSDS. MSDS for contractor's material must be on site at all times.</p> <p>Burning or grinding of lead containing materials must be specifically outlined within the contractor's HSE plan. Plans must meet State and OSHA regulations.</p>
<b>Communication</b> <ul style="list-style-type: none"><li>• LeChase and LaBella provides all information in English only.</li><li>• Contractor and subcontractor toolbox meetings required minimally one per week.</li><li>• Maintain records of communication.</li></ul>	<p>LeChase superintendent will conduct daily morning safety huddles and after lunch safety huddles. All contractors' personnel are required to attend.</p> <p>Contractor to document methods used, identify frequency and maintain records of communications with employees and subcontractors for project HSE information sharing.</p>
<b>Confined Space</b> <ul style="list-style-type: none"><li>• Contractor to provide specific HSE plan on ALL confined space work. Review of the Contractors plan by LeChase Construction is required. 48-hour notice for the review is required.</li><li>• Contractor is required to provide retrieval devices as defined on the permit and ensure employees are trained in the operation of the equipment.</li></ul>	<p>Confined spaces are defined as: ALL excavations in excess of 6 feet. ALL manholes &amp; Sanitary sewer pits. Steam tunnels and chases. <b>May include:</b> Fan Rooms throughout buildings.</p> <p>The above listed confined spaces are not to be considered as a Complete listing. There may be other areas that may be identified as a Confined space. Contractor is responsible for all confined space work whether identified above or identified during construction.</p> <p>Contractor to identify individuals entering confined space and ensure training is current.</p>
<b>Contacts</b> <ul style="list-style-type: none"><li>• Contractor to provide names, telephone numbers, emergency contact numbers of contractor and subcontractor personnel that will respond to HSE issues and concerns.</li></ul>	<p>Contractor to develop, submit and maintain contact list.</p>

# HSE REQUIREMENTS FOR CONTRACTORS

## PROJECT HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS TO BE ADDRESSED IN THE CONTRACTOR'S HSE PLAN

General HSE Requirements	Project Specific HSE Requirements
<b>Cranes (mobile) Derricks, Hoists, Elevators &amp; Conveyors</b> Contractor to provide specific HSE plan on ALL work. Review of the Contractors plan by LeChase Construction is required. 48-hour notice for the review is required.	Contact the LeChase superintendent to initiate the review process
<b>Excavation/Trenching</b> <ul style="list-style-type: none"> <li>Contractor to provide specific HSE plan on ALL excavation and trenching work. Review of the Contractors plan by LeChase Construction is required. 48-hour notice for the review is required.</li> <li>LaBella to provide soil contamination analytical data when available.</li> <li>Excavation and Trenching may need to be executed in compliance with the HAZWOPER Standard (OSHA 1910.120).</li> </ul>	Contact the LeChase superintendent to initiate the review process.  All underground lines are to be located and recorded prior to backfilling.  A company HAZWOPER program and employee training is required if it is determined that a job task must be executed in compliance with the OSHA HAZWOPER standard.
<b>Explosive Actuated Tool</b> <ul style="list-style-type: none"> <li>Verify License of operator.</li> <li>Specific plan required or any operation.</li> </ul>	Contact the LeChase superintendent to initiate the review process
<b>HSE Training</b> <ul style="list-style-type: none"> <li>Prior to coming on the sites, skilled trades, construction labor and their supervision <b>MUST</b> have the OSHA ten-hour construction training and asbestos awareness training at a minimum.</li> <li>Contractors must specify the process for reviewing the job specific HSE plan with all affected employees &amp; subcontractors. Plan must be <b>SIGNED BY ALL EMPLOYEES</b> working on the job &amp; post this copy at the job site at all times.</li> </ul>	All contractor employees who are not asbestos certified are to attend a two-hour asbestos awareness training session prior to start of work. (LeChase Construction can provide the training. Contact Darren Yehl at 967-7149).  Contractor must create and review job specific HSE plan with all employees and subcontractors. All on-site employees must sign the job specific HSE plan.
<b>Inspection Plan</b> <ul style="list-style-type: none"> <li>Contractors are responsible to perform self-inspections for all HSE related issues to insure compliance by its entire workforce. Minimal requirements are one per week.</li> <li>Self-inspection records must be maintained on-site.</li> </ul>	Contractor is required to perform HSE inspections once per week and submit inspection report to the LeChase superintendent.
<b>Lockout / Tag out (Control of Hazardous Energy)</b> <ul style="list-style-type: none"> <li>The contractor shall be responsible for all LOTO to ANY system prior to execution of work on that system. Coordinate with the appropriate skilled trade.</li> <li>Contractors to provide their own isolation devices.</li> </ul>	The original electric service to the Site has been terminated. However, temporary power will be supplied to the Site. All contractors must contact the LeChase superintendent regarding on-site electric prior to performing any work. ALL energy systems require LOTO PRIOR to execution of ANY work to or around the system. Electrical systems will be encountered within the work areas. Coordinate all required LOTO with LeChase superintendent, (48 hours PRIOR notice is required) Each contractor is to provide the LOTO plan Specific to their work. Contractor is responsible for all aspects of LOTO. Contractor to document plan for LOTO. Contractor must provide their own isolation devices and PPE.

# HSE REQUIREMENTS FOR CONTRACTORS

## PROJECT HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS TO BE ADDRESSED IN THE CONTRACTOR'S HSE PLAN

General HSE Requirements	Project Specific HSE Requirements
<b>Open Flame/Hot Work</b> <ul style="list-style-type: none"> <li>Contractor to provide specific HSE plan on ALL open flame, cutting and grinding work. Review of the Contractors plan by LeChase Construction is required. 48-hour notice for the review is required.</li> <li>Contractor to provide dedicated fire watch with appropriate extinguishing equipment.</li> <li>Burning, grinding of lead or cadmium containing materials is subject to acceptance of contractor's OSHA Lead/Cadmium Program.</li> </ul>	<p>Contact the LeChase superintendent to initiate the review process.</p> <p>Any painted surface may contain lead. A specific program is to be prepared and submitted prior to cutting or burning of any painted surface.</p> <p>Open Flame or hot work is defined as any method of work causing spark, melting or flame.</p> <p>All combustible materials within a 25 foot radius of the work area MUST be removed prior to the execution of the work</p>
<b>Personal Protective Equipment (PPE)</b> <ul style="list-style-type: none"> <li>LeChase minimum PPE requirement in construction areas at ALL times include the following. <ul style="list-style-type: none"> <li>ANSI Z87 safety glasses with side shields</li> <li>Safety shoes</li> <li>Hard hats</li> <li>Dust mask appropriate for the surrounding work</li> </ul> </li> <li>Contractor is responsible to specify, provide &amp; train employees in the proper use of all PPE.</li> </ul>	<p>Contractor to specify all PPE in the HSE plan, and update plan as necessary</p>
<b>Powered Industrial Vehicles</b> <ul style="list-style-type: none"> <li>All diesel or gasoline vehicles to be equipped with scrubbers if used in or near confined spaces or within the buildings or near air intakes.</li> <li>Specific training and licenses required for all operators.</li> </ul>	<p>Any diesel or gasoline powered equipment use is to be coordinated through the LeChase superintendent. Plan must be outlined in the Contractor's HSE plan.</p> <p>All operators must show proof of proper training and have proper licensing for each piece of equipment.</p>
<b>Roadblock, Traffic, Pedestrian Control and Barricades</b> <ul style="list-style-type: none"> <li>Contractor to provide specific HSE plan on ALL work. Review of the Contractors plan by LeChase Construction is required. 72-hour notice for the review is required.</li> <li>City and State permits required for any public road.</li> <li>Contractor to provide ALL required traffic control devices as required.</li> </ul>	<p>Contact the LeChase superintendent to initiate the permit process</p> <p>Contractor must provide properly trained and equipped personnel to direct pedestrian and vehicular traffic.</p>
<b>Scaffolds</b> <ul style="list-style-type: none"> <li>Contractors must ensure the scaffolds are installed by a competent person (this includes Baker scaffolds).</li> <li>A competent person must inspect each scaffold before each work shift.</li> <li>Anyone using the scaffold must have scaffold user training.</li> </ul>	<p>Contractor is responsible for his own scaffolds. Proper training is required for erection and daily inspections.</p> <p>Contractor must identify a competent person responsible for inspecting the scaffold and scaffold components before each work shift and after any occurrence that could affect the structural integrity and authorize prompt corrective action.</p> <p>Contractor to identify employees who will be working on a scaffold and provide the required user training.</p>

# HSE REQUIREMENTS FOR CONTRACTORS

## PROJECT HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS TO BE ADDRESSED IN THE CONTRACTOR'S HSE PLAN

General HSE Requirements	Project Specific HSE Requirements
<b>Waste Management</b> <ul style="list-style-type: none"><li>Each Contractor Representative is responsible for proper characterization, containerization, segregation, storage and disposal of all waste materials.</li><li>Contractor to confirm waste profiles with the waste management company being utilized.</li><li>Contractor is responsible to provide a documented plan for maintaining a clean, orderly work area and for decontaminating personnel &amp; equipment, as necessary.</li></ul>	<p>Coordinate waste disposal with the LeChase superintendent for all required manifests and proof of dump locations. See project specifications for specific waste disposal record requirements</p> <p>Development of a waste disposal plan and system is required prior to the disposal of anything from the site. Process shall include all required state and federal documentation.</p> <p>Contractor to provide minimally 2 sets of record documents at the completion of the project. Copies of the records must be kept on-site and updated daily for periodic inspections.</p>
<b>Wastewater Management</b> <ul style="list-style-type: none"><li>Utilization of ANY Sewer inlet must be requested to LeChase Construction for review and approval from LaBella.</li><li>Contractor is responsible to provide a documented plan for containing &amp; managing ALL wastewater generated or accumulated.</li><li>No wastewater can be discharged to the Monroe County Pure Waters (MCPW) system without an approved site-specific Initial Sewer Use Permit.</li></ul>	<p>All wash water and wastewater must be collected and subsequently disposed of properly.</p> <p>Contractor to document a plan for containing and managing all wastewater from their work or generated by natural means.</p> <p>Contractor to comply with Storm water Pollution Prevention Plan. (SWPPP)</p> <p>Contractor to provide plan to control storm water runoff so that suspended, colloidal and settleable solids are not discharged to any storm drains or bodies of water.</p>
<b>Working on Elevated Surfaces</b> <ul style="list-style-type: none"><li>Approval needed to rig from structure by a certified NYS engineer contracted directly by the contractor.</li><li>Permit and review required, 48-hour notice to LeChase Construction Superintendent.</li></ul>	<p>Contractor to provide a documented fall protection Plan and demonstrate training is current (48 hours notice required).</p> <p>Contractor to provide the name (s) and contact information of their competent person(s).</p> <p>Utilization of existing access ladders or stairs in their current condition is not recommended. Verification of the structural integrity is required before use</p> <p>Existing structure is severely deteriorated and no longer rated for the previously intended use.</p> <p>The structural integrity of existing parapets and penthouses has been compromised</p>

# HSE REQUIREMENTS FOR CONTRACTORS

## PROJECT HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS TO BE ADDRESSED IN THE CONTRACTOR'S HSE PLAN

General HSE Requirements	Project Specific HSE Requirements
<p>Other</p>	<p>All contractors must maintain an employee sign-in/sign-out log for all workers entering the project site. Sign-in/sign-out logs must be posted and available for review at anytime. Copies of all employee logs will be provided to LeChase on a weekly basis.</p> <p>All workers must sign in when entering the the work area and must sign out when leaving, regardless of how long they will be gone. Each contractor to provide and maintain daily sign in sheets or an electronic personnel monitoring system.</p> <p>Current site conditions are in complete disarray from scavenging throughout the years. Proper caution must be taken to not expose workers to any unknown condition while creating a specific work area..</p> <p>ALL existing mechanical and electrical infrastructure mounted to ceilings or walls is no longer safely secured. All contractors to inspect the systems within the work area and secure all components of the system prior to the execution of the work.</p> <p>All piping systems may contain residual liquids or solids that may be hazardous.</p> <p>ALL buildings may contain ACM that has been disturbed. ALL State and federal requirements must be followed to protect ALL workers from contamination prior to commencing the work.</p>



# HSE REQUIREMENTS FOR CONTRACTORS

## APPENDIX A

CHEMICAL, MATERIAL, BIOLOGICAL, PHYSICAL HAZARDS FORM		
<i>Contractor to describe in their HSE Plan how they will mitigate and/or control the hazards identified below.</i>		
HAZARD	LOCATION(S)	ADDITIONAL INFORMATION
Asbestos	Throughout building as noted on survey	Survey available upon request through LeChase superintendent
Lead	Throughout building	Any painted surface may contain lead and shall be managed as such. All structural steel may also contain lead coatings. Certain piping systems may contain lead joints. All such materials shall be managed in compliance with OSHA lead regulations (29 CFR 1926.62)
Building and Utility Systems	Throughout building	Steam, water, electrical, HVAC, condensate return, compressed air, Local industrial sewer, storm and sanitary sewers, fire and sprinkler systems. When working around piping and utility lines do not assume that lines are terminated or de-energized. Verify condition of all utility lines and piping before beginning work on or near them.
Chemicals	Within Piping Systems	Residual chemicals may be present in industrial piping throughout the complex. Contractor HSE Plan must address employee expose and spill response associated with the release of residual chemicals during the contractors activities. Residual chemicals in on-site industrial piping must be managed to prevent release, containerized and disposed of off-site in accordance with all applicable regulations. Contractor to provide chemical hazard communication training to all employees.
Chemicals	Within Equipment and Containers	lubricants, compressor oils, gear oils and miscellaneous containers are present throughout the Site. All miscellaneous liquids must be managed to prevent release, containerized and disposed of off-site in accordance with all applicable regulations. Contractor to provide chemical hazard communication training to all employees.
Chemicals	Building and Equipment	Various surfaces, equipment and on-site debris have been contaminated with residual chemicals. All contaminated equipment and debris must be disposed of off-site in accordance with all applicable regulations. Contractor to provide chemical hazard communication training to all employees.
Exhaust ducts	Exterior Exhaust System	There could be residual chemicals on inside surfaces of exhaust ductwork. Contractor to provide chemical hazard communication training to all employees.
Potential PCB containing materials	Throughout buildings	Light ballasts through the buildings are presumed to be PCB containing.

# HSE REQUIREMENTS FOR CONTRACTORS

## APPENDIX B

WASTE, WASTEWATER MANAGEMENT FORM	
<i>All waste must be characterized <b>before</b> it is placed into suitable, <b>labeled</b> containers.  The placement of waste containers must be coordinated with the LeChase Representative.</i>	
WASTE, WASTEWATER STREAM	CONTAINER, PACKAGING, LABELING REQUIREMENTS
Fluorescent bulbs, sodium vapor lamps, mercury vapor lamps – unbroken  Separate bulbs by type in containers  <b>Waste ID 70092</b>	Place in fluorescent tube disposal cartons or double plastic lined fiber drums with sealable lid. Place a “UNIVERSAL LAMP” label and a red “Contains Mercury” label on each container BEFORE filling. Enter the Start Fill Date. Containers MUST be closed unless being actively filled.
NON-LEAKING PCB ballasts, capacitors or transformers or those assumed to contain PCB's  <b>Waste ID 70997</b>	Segregate and place in double plastic lined fiber drum with a “Non-Hazardous Waste” label. Label container as containing ballast, capacitors or transformers.
Non-PCB containing ballasts, capacitors and transformers (clearly labeled “no PCB's”). Electronic ballasts	Place in the general waste container as non-hazardous waste. Dispose with scrap metal or place in the general waste container as non-hazardous waste.
LEAKING PCB ballasts, capacitors or transformers  <b>Waste ID 70991</b>	Place Hazardous Waste accumulation sticker on drum with description of contents (leaking PCB ballasts or capacitors) and the accumulation start date. Individually wrap in plastic, place on top of adsorbent in a double plastic lined 17H steel or fiber drum. Container MUST be closed unless being actively filled.
Lead acid batteries	Batteries with broken cells must have all free liquids emptied from the broken cells only. Using proper PPE safely empty leaking cells into a fiber drum, double lined with plastic bags partly filled with absorbent. Use rags to wipe dry batteries and dispose of rags in the fiber drum. Label each drum as non-hazardous waste. Label containers as “Lead acid batteries”.
Mercury containing devices, unbroken  <b>Waste ID 70089</b>	Develop an inventory of the estimated quantity of mercury in each device. Wrap each device in a plastic bag or place in a plastic container to prevent breakage and/or contain released mercury. Place devices in double plastic lined fiber drum containing packing material to prevent breakage. Verify start fill date and Hazardous Waste accumulation sticker are present and the drum is labeled “Contains Mercury” before filling container. Container MUST be closed unless being filled.

# HSE REQUIREMENTS FOR CONTRACTORS

## APPENDIX B

WASTE, WASTEWATER MANAGEMENT FORM	
<i>All waste must be characterized <b>before</b> it is placed into suitable, <b>labeled</b> containers.  The placement of waste containers must be coordinated with the LeChase Representative. </i>	
WASTE, WASTEWATER STREAM	CONTAINER, PACKAGING, LABELING REQUIREMENTS
Lubricating oil  <div style="background-color: yellow; display: inline-block; padding: 2px;">Waste ID 10339</div>	Small quantities, place used oil in a clean, 5-gallon plastic pail with snap lid. Large quantities, place in metal closed top drum. Label container as "Used Oil" and a green Non-Hazardous Waste Label.
Miscellaneous metals	Contractor to render clean non-contaminated metal tanks and vessels useless by either crushing or cutting so as to be beyond repair. Salvaged items can only be sold as scrap, not for reuse. Identifiable scrap to be rendered inoperable before transport off-site. Contractor to provide container and not accumulate recyclable materials on-site.
Aerosol cans  <div style="background-color: yellow; display: inline-block; padding: 2px;">Waste ID 53681</div>	Place empty aerosol cans into a plastic lined, fiber drum with adsorbent. Label as "Empty Aerosol Cans, Hazardous waste". Write the start fill date on the outside of the drum. Keep drum covered unless cans are being added. Do not add other types of waste. Limit: 25 cans per drum.

Instructions to Bidders

Request for Clarification of Bid Documents  
“RFC”

Instructions: Complete this form and FAX it to LeChase Construction Services, LLC at  
585-254-3871 & 585-340-0770 or E Mail to Schrb@leCHASE.com

**Attn: Bill Schrouder / Guy Antetomaso**

Contractor's Company Name & Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor's Phone No: \_\_\_\_\_

Contractor's Fax No: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

Drawing No. & Detail \_\_\_\_\_

Specification Section: \_\_\_\_\_

Contract this bidder is bidding (ie: "Plumbing") \_\_\_\_\_

Question...or description of item needing clarification:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Person asking Question: \_\_\_\_\_

## **LECHASE CONSTRUCTION SERVICES, LLC**

### **Commentary**

The purpose of this document is to provide a process overview of the safety plan to be utilized for the engagement of any work on LeChase Construction projects. The Process manual contains many procedures and documents that are to be utilized for this purpose. This overview is an attempt to summarize all of this information in abridged form for ease of retrieving same when the need arises.

As LCS has committed to a zero tolerance safety approach, the utilization of procedures and the enforcement of safety rules will be held to the highest standard..

One of the keys to successful plan results will be the indoctrination of the processes and rules to all companies subcontracted to provide services on the site. As the contractual relationship from 1<sup>st</sup> level subcontractor to 2<sup>nd</sup> level subcontractor and so forth becomes further removed, the urgency for following safety procedures becomes harder to enforce. It is the enforcement of the rules by all subcontractors, and all level of subcontractors that will define the success of the plan.

### **I. Responsible Personnel**

Each subcontractor shall indicate its designated safety representative. Those companies who do not have a full time safety professional shall name a responsible person from their organization to serve in that capacity.

The safety representative will be expected to be involved with all aspects of that subcontractor's safety program. These duties shall include but are not limited to:

1. Assist in the preparation of the jobsite specific HSE plan.
2. Participate in jobsite orientation/HSE meetings.
3. Inspect each jobsite for compliance with HSE requirements.
4. Attend periodic meetings with LCS project management team and fellow subcontractors to review results, analyze data and suggest improvements to the plan and processes.
5. Participate in disciplinary proceedings involving that subcontractor.
6. Assist in the enforcement of the plan among all of the subcontractor's personnel who are on site.

On a monthly basis the safety representatives may be requested to attend a meeting to review performance. Results of each subcontractor's records will be shared with the group as a whole. These results will also be shared with each subcontractor's top management.

## **II. Inspection**

Subcontractors shall participate in the daily inspection of their jobsites. Failure to do so may subject that subcontractor to “corporate” penalties, discussed in a later section. This inspection shall be evidenced by the completion of the daily inspection report. The report shall be submitted to the LCS superintendent who will, in turn, transmit it to the LCS management team. Failure to submit this information on a timely basis may subject that subcontractor to corporate penalties.

It is expected that the safety representative will maintain an active presence at the site commensurate with the workload of that subcontractor at the time. Gate logs will be audited as needed to determine if this requirement is being adhered to. Failure to be active on site may subject the subcontractor to corporate penalties.

## **III. Record Keeping**

Results of daily inspection reports will be tabulated by the LCS administrative department on an exception only basis. Results will be reported monthly and shared with each subcontractor, the LCS management team. (See later discussion regarding Reporting.)

## **IV. Enforcement**

The consequences of non-conformance with the plan will range from disciplinary action for personal violations to removal of the subcontractor from the project and deletion from the bidders list.

Violations have been categorized into 2 types, individual and corporate.

### **A. Individual:**

Individual workers will be cited for unsafe practices. These may involve missing or inappropriate PPE, workplace safety defects, use of unsafe equipment, unsafe handling of materials and so forth. LCS project managers, superintendents and safety inspectors are authorized to issue citations. The citation will be written using the form provided in the safety manual. Copies of these warnings will be sent to the owner. The offending party's name will be recorded.

- 1 citation shall result in that worker receiving a written warning.
- 2 citations shall result in permanent dismissal. In addition, the superintendent will be credited with 1 citation.
- Superintendents will be, in turn, dismissed as well upon receipt of the 2<sup>nd</sup> citation.
- There will be no such thing as a 3<sup>rd</sup> citation; this is in keeping with our zero tolerance approach to this plan.

November 10, 2009

- Subcontractor's superintendents are responsible for the actions of their 2<sup>nd</sup> or 3<sup>rd</sup> tier subcontractors.

#### B. Corporate

Corporate citations will be issued for matters that are not directly attributed to the actions of an individual. The penalty structure of corporate citations is as follows:

- 1<sup>st</sup> citation will result in a meeting with subcontractor's jobsite supervisory personnel and LCS project management team and safety team. This meeting will review the facts and circumstances of the incident, determine the root cause and suggest techniques to avoid a recurrence. This meeting will be documented and a copy provided to the owner. Permanent dismissal of a worker from the Park will constitute 1 corporate citation.
- 2<sup>nd</sup> citation will require that the subcontractor provide a written plan indicating how future incidents will be avoided. Plan shall be signed by the subcontractor's superintendent, project manager and safety representative. A copy of this plan will be provided to the owner. Failure to report an incident on a timely basis, (24 hours or 1 working day), shall constitute, in and of itself, a 2<sup>nd</sup> corporate citation.
- 3<sup>rd</sup> citation will result in the dismissal of subcontractor's supervisor from the project. A disciplinary meeting will be held with subcontractor's owner. The newly designated superintendent shall attend this meeting. Events which lead to convening this meeting will be reviewed and expectations for future behavior clearly communicated.
- Should any further incidents result in citations for this subcontractor, that subcontractor shall be dismissed from the job site and removed from the bidders list for future work.

#### V. Zero Tolerance/Imminent Danger

Certain hazardous behavior shall constitute gross negligence on the part of the individual or company involved and, as such, will be subject to the maximum penalty for even the 1<sup>st</sup> offense.

Below is a representative, but by no means comprehensive, list of these types of items:

- Smoking in non-designated areas.
- Ladder safety
- Failure to tie off
- Trenching/excavation
- Failure to work with appropriate permits
- Starting work prior to securing HSE approvals.
- Starting work before contract documents signed.
- Starting work before insurance information validated.

The worker, if applicable, will be immediately dismissed from the project. The incident will count as an immediate corporate citation. The subcontractor will present written plan detailing methods to avoid a repeat occurrence of the incident.

## **VI. Reporting**

On a monthly basis reports will be generated and distributed to all subcontractors, the owner, LCS team and senior LCS management.

The specific reports are:

- Personal citation summary
- Corporate citation summary
- Compliance report (based on compilation of daily inspection report data)

These reports will be based only on work being managed by LCS.

## **VII. Frequency of Inspection**

LCS has augmented its on site inspection capabilities. Enough manpower is now in place to provide a minimum of one daily inspection visit per jobsite. LCS superintendents and project managers are expected to inspect jobs sites as well. They will also issue citations.

The subcontractors' safety representatives will also participate in frequent site inspections. Particularly high risk jobsites will be visited more frequently.

## **VIII. Partnership**

To insure that this plan is successful we will require that all company owners read and accept responsibility for the actions of all personnel in, on and around all contracted project sites. Messages from owners and executive management to the on site operations teams are necessary for everyone to participate for a zero incident site. Any suggestions anyone has regarding content of this plan are welcome for review and possible be incorporated into future versions to better enhance the protection of all workers.



## **PART 1 - GENERAL**

### **1.01 SECTION INCLUDES**

- A. Furnish and apply water to road surfaces and building materials being removed for dust control all day and every day. Additional dust control measures may be requested of the contractor by LeChase or LaBella if the current measures being taken are not adequately fulfilling the requirements. Any neighborhood complaints or dust issues caused from the work covered under this bid package shall be remedied by the contractor for this bid package at no additional cost to the City of Rochester, LaBella or the LeChase Construction.
- B. Dust control during all facets of the crushing operation. Dust plumes cannot be visible and cannot travel more than 40 feet from the equipment or leave the construction site area. All measures necessary to comply with these parameters are included within the base bid price.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Water for dust control shall be clean, free of salt, oil or other injurious matter. Source of water can be either a tank with gauge equipped pressure pump or a pressurized water main. (Fire hydrant water is only allowed to be utilized for this purpose only as coordinated through LeChase Construction with a minimum of 24 hour notice)
- B. Spray bars or nozzles used to deliver water for dust suppression shall operate not less than 20 psi.
- C. All portable concrete crushing equipment brought on site to crush demolition debris is to be designed and constructed with an operable, integrated dust suppression system.

## **PART 3 - EXECUTION**

### **3.01 PROCEDURE**

- A. Apply water by approved methods and with approved equipment in a manner which suppresses dust sufficiently so that dust is minimally visible and a visible dust plume doesn't leave the site.
- B. Use contractor supplied equipment to thoroughly sprinkle and dampen surfaces to maintain dust control.
- C. Provide storm sewer protection from silts infiltrating the underground system. Maintenance of the silt control must be included. Removal of all silt control after completion of all the work (At time of Demobilization) is required.
- D. Dust suppression system on portable crushing equipments to be operated whenever crushing occurs. Additional dust suppression equipment must be provided and utilized if the dust is not completely controlled by the integrated system of the crushing equipment. Dust suppression is required at all facets of the entire crushing operation.

**END OF SECTION**

<b>Project Title:</b>	<b>HSE Manager:</b>	<b>Revision 1 Date:</b>
Photech Site Clean Up	LaBella (Dennis Porter)	10-7-09

## **PART 1 - GENERAL**

### **1.01 SECTION INCLUDES**

- A. Containerize Hazardous and Universal Waste from building and contents (Sec. 3.04).
- B. Cleaning of piping and ductwork (Sec. 3.03).
- C. Draining of lubricants and refrigerants from equipment (Sec. 3.04).
- D. Management of waste materials.

### **1.02 RELATED SECTIONS**

- A. HSE Requirements Document

### **1.03 REFERENCES**

- A. 6 NYCRR Part 360 Solid Waste Management Facilities
- B. 6 NYCRR Part 370 Hazardous Waste Management System - General
- C. 6 NYCRR Part 371 Identification and Listing of Hazardous Waste
- D. 40 CFR Part 82 Protection of Stratospheric Ozone; Refrigerant Recycling; Substitute Refrigerants

**1.04 SUBMITTALS**

- A. Copies of documentation of employee OSHA training, Resource Conservation and Recovery Act (RCRA) training, and other required training should be made available upon request.
- B. Waste removal plan including the location of the facility and ALL waste profiles shall be submitted to LeChase Construction for approval prior to commencing the work.

**1.05 QUALITY ASSURANCE**

- A. Owner to inspect site to approve of satisfactory completion of waste collection and decontamination activities prior to building demolition. Contractor to sign off on completion of activities.

**1.06 PROJECT CONDITIONS**

- A. Protect any bench marks, existing structures, monitoring wells, storm sewers, fences, sidewalks, paving and curbs from equipment and vehicular traffic.
- B. Protect above and below grade utilities which are to remain.
- C. Notify the Construction Manager of unexpected conditions and discontinue work in affected area until notification to resume Work.
- D. All waste disposal is the responsibility of each contractor
- E. Contractor to review the list of chemicals which may be present in the work environment given in the HSE Requirements document.
- F. Contractor to have Resource Conservation and Recovery Act (RCRA) training sufficient to manage universal wastes. Contractors to have current training, as required, to complete tasks specified in this section, including but not limited to medical approvals, respirator training, respirator fit-testing, and confined space training.

**PART 2 - PRODUCTS**

- A. Fiber drums, metal drums and plastic drum liners to be provided by contractor for collecting waste. All containers will be DOT approved, in acceptable condition for shipment and capable of being sealed for shipment.
- B. Waste characterization, identification, bill of lading, and hazardous waste manifest information to be provided by Owner. Labeling by each responsible contractor

**PART 3 - EXECUTION****3.01 INSPECTION**

- A. Contractor to walk site with Owner prior to commencing activities.

**3.02 PREPARATION**

- A. Survey interior of building to determine the number and type of collection containers required.
- B. Containers **must** have the appropriate waste disposal identification affixed and start fill date completed **prior** to filling containers.
- C. Contractor may establish temporary decontamination stations for cleaning. Contractor to screen out large particulate prior to discharge to sewer. Owner to specify industrial sewer location(s) for discharge. Contractor can not discharge to the sewer without receiving prior authorization.

**3.03 DECONTAMINATION**

- A. Remove refrigerant from all equipment containing refrigerant, including but not limited to water coolers, refrigerators, air conditioners, compressors. Contractor to manage recycling of refrigerant according to 40 CFR Part 82.
- B. Drain and collect lubricating oil from all equipment including but not limited to motors, gear boxes, hydraulic reservoirs, filters, overhead doors, elevators, dock levelers, hoists, conveyors, and door closures. Place used oil in a clean, 55-gallon metal closed top drum or 5-gallon plastic pails with snap-locking lids.
- C. Clean the interior and exterior of all exhaust ductwork and miscellaneous metals.
- D. Sumps, trenches, concrete floors (Oil Stains only), Power water wash to render clean.

**3.04 WASTE COLLECTION**

- A. Remove and collect all fluorescent tubes.
- B. Remove all non-leaking ballasts and transformers.
- C. Carefully remove all leaking PCB ballasts and transformers. Place any contaminated light fixtures in the container with the ballasts.
- D. Remove all mercury containing devices (e.g., switches, thermostats).
- E. Remove all sodium vapor and mercury vapor lamps. If ballast is suspected of containing PCBs, remove ballast from fixture and manage as PCB ballast.
- F. Scrape off and collect all peeling paint within the building. Collect in double lined fiber drums and label the drum with the date and the words: "Paint Chips. Awaiting characterization". Paint constituents are unknown; therefore handle as lead-containing paint. (Removal at the end of the project just prior to physical demolition to avoid additional peeling) **(Not applicable for this bid package # 1)**

**3.05 METALS RECYCLING (Only applies to the buildings being removed under this bid package # 1)**

- A. Asbestos Abatement Contractor only can recycle all clean, recyclable metals that physically contain ACM (Contractor may properly remove the ACM and recycle only if this work doesn't impede the schedule requirements). Demolition contractor has the rights to recycle ALL non ACM containing metals.
- B. Contractor to render any metal ductwork, piping, pumps, tanks, and conveyors useless by either crushing or cutting so as to be beyond repair.
- D. Salvaged items can only be sold as scrap, not for reuse. Identifiable scrap to be rendered inoperable before transport off-site.

**3.06 DISPOSAL**

- A. Transport waste and contaminated materials including removed materials, disposed clothing, floor covers and enclosure parts in accordance with NYSDEC, 6 NYCRR, Part 364.
- B. Dispose of waste in accordance with NYSDEC, 6 NYCRR Part 360.
- C. Any ACM leaving the property must be tracked with bill of lading and final destination paperwork for each load. Proper identification of the material to the final destination within the state approved landfill is also required for each load. Submit three copies of each load of ACM disposal closure at close out of the project.

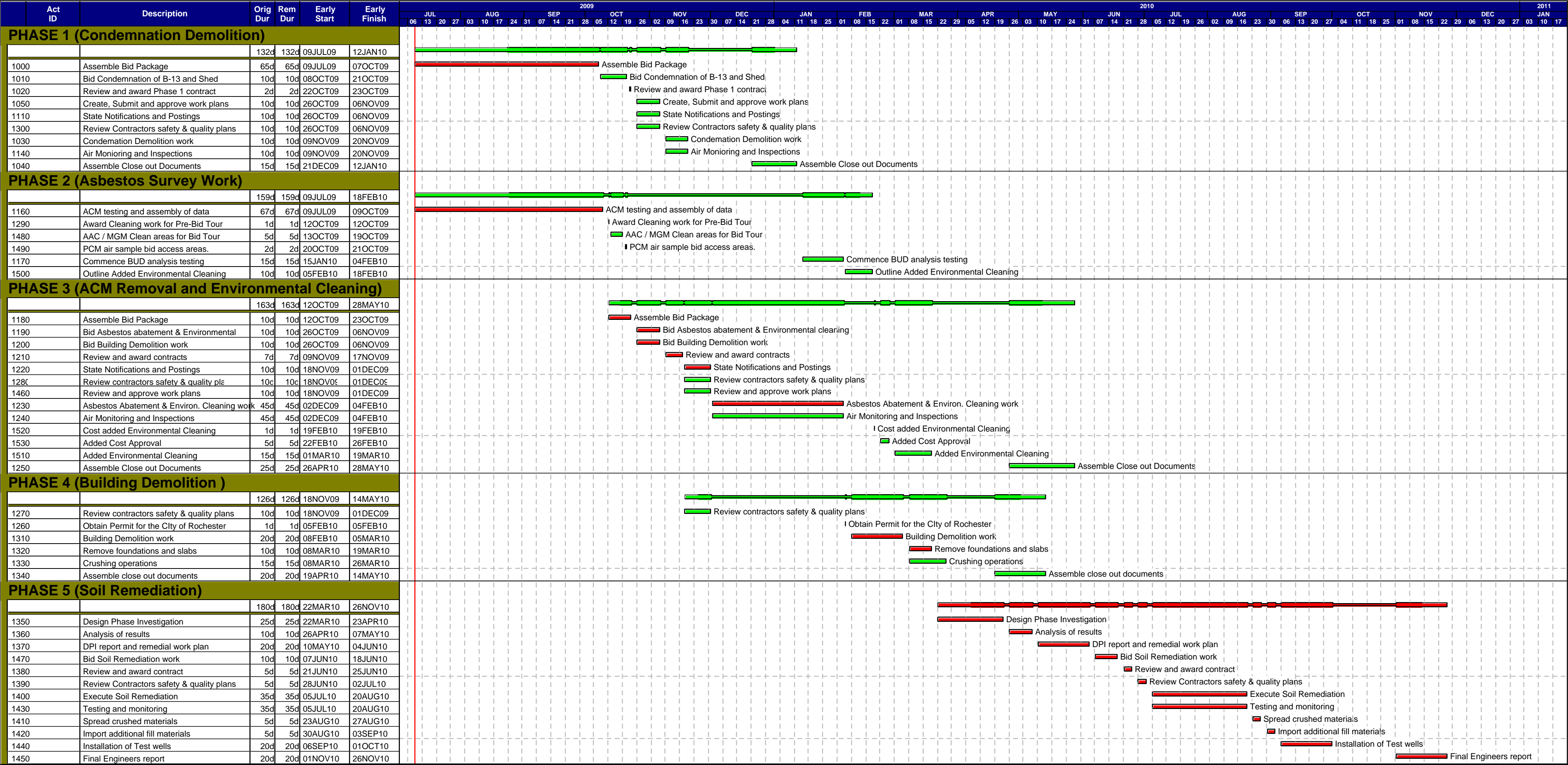
TABLE 1: Waste Management Instructions

<i>All waste must be characterized before it is placed into suitable, labeled containers. The placement of waste containers must be coordinated with the Kodak representative. Verify Waste Profiles with the waste management company being utilized for this specific bid package.</i>	
WASTE, WASTEWATER STREAM	CONTAINER, PACKAGING, LABELING REQUIREMENTS
Industrial Waste: miscellaneous materials such as carpeting, garbage, pallets, wood, appliances, furniture, fiberglass not contaminated with asbestos or chemicals, ceiling tiles, wall board.	Place in a roll-off or other container labeled as non-hazardous waste. Waste profile number and description MUST be on container before waste is placed in the container.
Fluorescent bulbs, sodium vapor lamps, mercury vapor lamps – unbroken  Separate bulbs by type in containers  <b>Waste ID 70092</b>	Place in fluorescent tube disposal cartons or double plastic lined fiber drums with sealable lid. Place a "UNIVERSAL LAMP" label and a red "Contains Mercury" label on each container BEFORE filling. Enter the Start Fill Date. Containers MUST be closed unless being actively filled.
NON-LEAKING PCB ballasts, capacitors or transformers or those assumed to contain PCB's  <b>Waste ID 70997</b>	Segregate and place in double plastic lined fiber drum with a "Non-Hazardous Waste" label. Label container as containing ballast, capacitors or transformers.
Non-PCB containing ballasts, capacitors and transformers (clearly labeled "no PCB's").	Place in the industrial waste roll-off as non-hazardous waste.
Electronic ballasts	Dispose with scrap metal or place in the industrial waste roll-off as non-hazardous waste.
LEAKING PCB ballasts, capacitors or transformers  <b>Waste ID 70991</b>	Place Hazardous Waste accumulation sticker on drum with description of contents (leaking PCB ballasts or capacitors) and the accumulation start date. Individually wrap in plastic, place on top of adsorbent in a double plastic lined 17H steel or fiber drum. Container MUST be closed unless being actively filled.
Lead acid batteries	Batteries with broken cells must have all free liquids emptied from the broken cells only. Using proper PPE safely empty leaking cells into a fiber drum, double lined with plastic bags partly filled with absorbent. Use rags to wipe dry batteries and dispose of rags in the fiber drum. Label each drum as non-hazardous waste. Label containers as "Lead acid batteries".
Mercury containing devices, unbroken  <b>Waste ID 70089</b>	Wrap each device in a plastic bag or place in a plastic container to prevent breakage and/or contain released mercury. Place devices in double plastic lined fiber drum containing packing material to prevent breakage. Verify start fill date and Hazardous Waste accumulation sticker are present and the drum is labeled "Contains Mercury" before filling container. Container MUST be closed unless being filled.

TABLE 1: Waste Management Instructions, cont'd.

WASTE, WASTEWATER STREAM	CONTAINER, PACKAGING, LABELING REQUIREMENTS
Lubricating oil  <u>Waste ID 10339</u>	Small quantities, place used oil in a clean, 5-gallon plastic pail with snap lid. Large quantities, place in metal closed top drum. Label container as "Used Oil" and a green Non-Hazardous Waste Label.
Miscellaneous metals	Contractor to render metal tanks and vessels useless by either crushing or cutting so as to be beyond repair. Salvaged items can only be sold as scrap, not for reuse. Identifiable scrap to be rendered inoperable before transport off-site. Contractor to provide container and not accumulate recyclable materials on site.
Aerosol cans  <u>Waste ID 53681</u>	Place empty aerosol cans into a plastic lined, fiber drum with adsorbent. Label as "Empty Aerosol Cans, Hazardous waste". Write the start fill date on the outside of the drum. Keep drum covered unless cans are being added. Do not add other types of waste. <u>Limit: 25 cans per drum.</u>

END OF SECTION



Start date	09JUL09
Finish date	26NOV10
Data date	09JUL09
Run date	06OCT09
Page number	1A
Company name	LeChase Construction Services, LLC
	© Primavera Systems, Inc.

LeChase Construction Services, LLC  
Photec Facility Demolition

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point



Subcontractor:

## SITE SPECIFIC SAFETY PLAN

**EMERGENCY  
CALL 911  
CONTACT LECHASE SAFETY REP**

Contractor: \_\_\_\_\_ Date Prepared: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Office Phone: \_\_\_\_\_  
Job #/Description: \_\_\_\_\_ Prepared by: \_\_\_\_\_  
Scope of Services: \_\_\_\_\_

Contractor Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Contractor Safety Rep: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

LeChase Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
LeChase Safety Rep: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Client: \_\_\_\_\_ Project Start: \_\_\_\_/\_\_\_\_/\_\_\_\_, Finish: \_\_\_\_/\_\_\_\_/\_\_\_\_

### ELECTRICAL Yes ☐ No ☐

{1} If Yes, electrical inspections must be coordinated with the LeChase PM. A qualified electrician **MUST** perform work.

Hazard/Issue	How Contractor Will Address
<input type="checkbox"/> GFCI	
<input type="checkbox"/> Power Tools	
<input type="checkbox"/> Power Cords	
<input type="checkbox"/> LO/TO Electrical {2}	
<input type="checkbox"/> LO/TO Mechanical {2}	

{2} If LO/TO is necessary, please submit your company's LO/TO procedure with this plan.

### PERSONAL PROTECTIVE EQUIPMENT

Hazard/Issue	How Contractor Will Address
<input type="checkbox"/> Safety Glasses + Side Shields	
<input type="checkbox"/> Fall Protection	
<input type="checkbox"/> Hard Hat	
<input type="checkbox"/> Face Protection	
<input type="checkbox"/> Hearing Protection	
<input type="checkbox"/> Protective Clothing	
<input type="checkbox"/> Respirator	
<input type="checkbox"/> Other (Specify)	

### CHEMICAL USAGE Yes ☐ No ☐

Hazard/Issue	How Contractor Will Address
<input type="checkbox"/> Cien Hazcom	
<input type="checkbox"/> Contractor Hazcom	
<input type="checkbox"/> MSDS (On job site)	
<input type="checkbox"/> Chemical Storage	
<input type="checkbox"/> Chemical Labeling	
<input type="checkbox"/> Proper Container	
<input type="checkbox"/> Biohazard	
<input type="checkbox"/> Combustable/Flammable Storage	
<input type="checkbox"/> Surface Applications	

Subcontractor:

# SITE SPECIFIC SAFETY PLAN

**EMERGENCY  
CALL 911  
CONTACT LECHASE SAFETY REP**

## DISPOSAL (CHEMICAL & MATERIALS)

Hazard/Issue	How Contractor Will Address
<input type="checkbox"/> Discharge to Sewer	
<input type="checkbox"/> Discharge to Air	
<input type="checkbox"/> Solid Waste	
<input type="checkbox"/> Liquid Waste	
<input type="checkbox"/> Rubbish/Trash/Waste	Daily removal +

## GENERAL SAFETY (Mark those that apply ☒)

Hazard/Issue	How Contractor Will Address
<input type="checkbox"/> Powder Actuated Tools	Proper license +
<input type="checkbox"/> Ladders	
<input type="checkbox"/> Man Lifts	Proper license +
<input type="checkbox"/> Excavation/Trenching {3}	
<input type="checkbox"/> Confined Space	
<input type="checkbox"/> Cranes/Hoists	
<input type="checkbox"/> Laser/Radiation Hazard	
<input type="checkbox"/> Leading Edge Protection	
<input type="checkbox"/> Overhead Protection	
<input type="checkbox"/> Eye Bath/Safety Shower	
<input type="checkbox"/> Explosion Proof Equipment	
<input type="checkbox"/> Designated Smoking Areas	
<input type="checkbox"/> Open Flame/Hot Work {3}	
<input type="checkbox"/> Fire Alarms	
<input type="checkbox"/> Fire Extinguishers	
<input type="checkbox"/> Fire Blankets	
<input type="checkbox"/> Fire Watch	
<input type="checkbox"/> Emergency Phones	
<input type="checkbox"/> Security	
<input type="checkbox"/> Exits	
<input type="checkbox"/> Emergency Evacuation	
<input type="checkbox"/> Barricades (Worker Safety)	
<input type="checkbox"/> Barricades (Public Safety)	
<input type="checkbox"/> Other (Specify)	

{3} Permits may be required; see following listing

## PERMITS/AUTHORIZATIONS

<input type="checkbox"/> Asbestos/Lead	<input type="checkbox"/> Open Flame	<input type="checkbox"/> Surface Sealer/Adhesives
<input type="checkbox"/> Confined Space	<input type="checkbox"/> Cutting/Coring	<input type="checkbox"/> Sprinkler Impairment
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Utility Interruption	<input type="checkbox"/> Road/Sidewalk Closure
	<input type="checkbox"/> Excavation	

Reviewed by:

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

**Incident report required for all injuries or property damage. Report immediately. Contact LeChase field personnel.**

**Submit to Contract Administrator to log into Expedition**



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

## 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   X   No

b. If yes, explain: \_\_\_\_\_

2a. Name of Petitioner, (Property Owner): CITY OF ROCHESTER

b. Street Address: 30 CHURCH ST. ROOM 300B

c. City: ROCHESTER

d. State: NY e. Zip: 14614

f. Telephone Number: (585) 428 - 6649

g. Fax Number: (585) 428 - 6010

h. Petitioner's Federal Employee Identification Number (FEIN) UNKNOWN

3a. Petitioner's Agent (Asbestos Contractor) Firm Name: LABELLA ASSOCIATES, P.C.

b. Street Address: 300 STATE ST.

c. City: ROCHESTER

d. State: NY e. Zip: 14614

f. Telephone Number: (585) 454 - 6110

g. Fax Number: (585) 454 - 3066

4a. Asbestos Contractor License No. 29278

b. Name of Firm: LABELLA ASSOCIATES

### 5. Building Description:

a. Affecting premises known as: FORMER PHOTECH IMAGING SYSTEMS SITE

b. These premises are situated on the   X   North,      South,      East,      West side of      Street,   X   Ave,      Road.

c. County of MONROE

d. Street Address: 1000 DRIVING PARK AVE.

e. City ROCHESTER

f. State: NY g. Zip     

h. Is building occupied?      Yes   X   No

i. Current function of building: VACANT, IN DISREPAIR & SCHEDULED FOR DEMOLITION

j. Approximate area (square feet) of building:      k. Number of stories or height in feet: VARIES

l. What is within 25 feet of all four sides (North, South, East, West) of building? i.e. sidewalk, alley, land, another building, etc.: NORTH-VACANT FIELD / WEST-PARKING LOT / SOUTH-GRASSY AREA  
EAST-GRASSY AREA

### 6. Order To Comply or Notice of Violation. Attach copy. N/A

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: N/A

### 7. If a variance has been granted previously for work closely resembling this project list:

a. Variance number: 07-00454 09-0810 b. Date variance granted 20071 & 12009

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.)
<p align="center"><b>"SEE ATTACHMENT A"</b></p> <p>Vacant abandoned industrial site with numerous separate work areas. All ACMs to be removed in accordance with the provisions of this site-specific variance request.</p>							

**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 B

**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 C

**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 ☒ 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 D

## 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): THOMAS J. KIHN
- b. Project Design Asbestos Contractor firm name: LABELLA ASSOCIATES, P.C.
- c. Street: 300 STATE ST
- d. City: ROCHESTER e. State: NY f. Zip: 14614 g. Phone: (585) 295-6244
- h. Designer certificate number: \_\_\_\_\_ i. Expiration Date: 1/1
- j. Design Firm Asbestos Contractor License Number: 29278 k. Expiration Date: 1/1
- 13 a. Project designer signature: Thomas J. Kihn b. Date: 9/21/09

**Petitioner : City of Rochester**  
**Petitioner's Agent: LaBella Associates, P.C.**  
**Description of Premises:**  
**Former Photech Imaging Systems**  
**1000 Driving Park Avenue, Rochester, NY**

## **ATTACHMENT A**

### **Work Area Description**

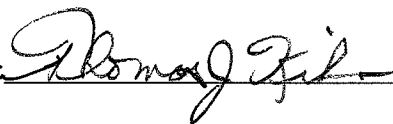
The Photech Imaging Systems Site is an abandoned industrial facility formerly used for the production and processing of photographic film and paper. The facility has been abandoned since the mid 1970's and is decrepit. Roofing and drainage has failed in many areas, with water infiltration following every significant rainfall and snow melt; resulting in significant water damage. This facility is located within an area of the city zoned as industrial. Based on observations made during recent site visits, there is little if any pedestrian traffic in the area. The property borders have been secured with a six foot high chain link fence with a lockable gate.

Prior to the completion of the fencing operations described above, the facility had been vandalized and looted by trespassers. The looting operations have removed most of all valuable metals from site, leaving little more than some bare and insulated steel and iron pipe and HVAC duct work. Limited machine framing and storage rack remain. The looting/vandalism activities have resulted in the scattering of friable asbestos-containing pipe insulation on floors and intermixed within remaining building debris in many areas. Remaining building debris primarily consists of office furniture, laboratory cabinets, files, and ceiling tiles, etc. Most of the ceiling tiles have become wet, and have fallen to the floor. In some isolated areas around the outside of the building both friable ACM (i.e. pipe insulation) and non-friable ACM (i.e. roofing, Transite) have been identified.

The site has undergone several episodes of environmental testing and assessment over the years as issues of foreclosure and sale have been initiated. The City of Rochester obtained the property as a result of unpaid taxes and foreclosure, and is preparing the site for building demolition/Brownfield site development.

Extensive asbestos inspection and testing has also been completed by a variety of parties over the years to identify the in-place asbestos-containing materials (ACMs) as well as asbestos contaminated debris in advance of stalled attempts to abate and demolish this facility. This variance is sought to provide a safe and cost effective method for the cleanup and removal of asbestos-containing materials from the facility prior to demolition. Cost management is an important consideration for the City of Rochester as they proceed with the safe demolition of this eyesore and potentially hazardous facility.

It is the City of Rochester's intention to provide an equivalent level of protection for removal workers and the public while permitting the proper removal of the asbestos materials in a cost effective manner. The proposed procedures will not expose removal workers or the general public to asbestos fibers and represents a reasonable approach for the careful controlled removal of the asbestos-containing materials.

Signed: 

Date: 9/21/09

**Petitioner : City of Rochester**  
**Petitioner's Agent: LaBella Associates, P.C.**

**Description of Premises:**  
**Former Photech Imaging Systems**  
**1000 Driving Park Avenue**  
**Rochester, NY**

## **ATTACHMENT B**

### **ICR 56 Relief Sought**

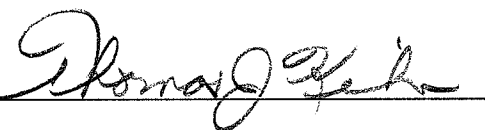
This variance is based on two similar variances granted to other petitioners; Files 07-0045 and 09-0810.

Relief from the following Sections of ICR 56 Regulations are requested for the removal of ACM:

56-7.5 (b & e)	Attached Personal and Waste Decontamination Systems
56-9.1 (b, c & f)	Final Cleaning Procedures
56-9.2 (d)(1)	Aggressive Sampling
56-7.10 (c)	Pre-cleaning
56-7.11 (b)(2)	Critical Barrier Sheathing
56-7.11 (e)	Floor, Wall & Ceiling Plasticizing

It is requested that this variance, if granted, remain in effect until December 30, 2011.

Signed: \_\_\_\_\_



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

9/21/09

**Petitioner : City of Rochester**  
**Petitioner's Agent: LaBella Associates, P.C.**

**Description of Premises:**  
**Former Photech Imaging Systems**  
**1000 Driving Park Avenue**  
**Rochester, NY**

## **ATTACHMENT C**

### **Hardship Description**

Relief from the above referenced sections of ICR 56 is requested due to the following hardships:

The Photech complex is a large abandoned industrial facility. The logistics of constructing attached personal/waste decontamination units to the various asbestos abatement work areas would present practical difficulties, unnecessary hardships, increase project duration, as well as increasing the overall cost of the project.

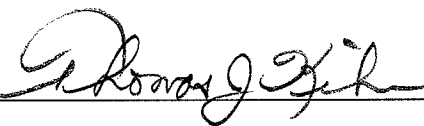
The facility has been abandoned for over 30 years and suffers from failed roofing, broken windows, broken doors, damaged walls, etc. Extensive water infiltration occurs with every rain fall. General building debris is wide spread, and includes scattered friable pipe insulation. Much of the interior building surfaces will require cleaning and much of the debris will need to be handled as contaminated with friable asbestos. These conditions and requirements make it infeasible to pre-clean prior to containment and infeasible to plasticize ceiling, walls and floor. The facility has no active fire detection or suppression system, the presence of wood sheathing presents a serious fire safety risk in an otherwise unoccupied facility.

The poor and decrepit condition of the facility, the wide extent of abatement required and the pending demolition of the facility make it improbable that satisfactory clearance air samples can be obtained when using aggressive air sampling.

The City of Rochester is under pressure from the community to remove this eyesore and hazard, and to restore the site to a condition suitable for development, but is under financial pressure to provide suitable funding.

Signed: \_\_\_\_\_

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



9/21/09

**Petitioner : City of Rochester**  
**Petitioner's Agent: LaBella Associates, P.C.**

**Description of Premises:**  
**Former Phototech Imaging Systems**  
**1000 Driving Park Avenue**  
**Rochester, NY**

## **ATTACHMENT D**

### **Proposed Abatement Method**

The petitioner is proposing to utilize the work practices and procedures provided below, and additionally perform work in accordance with applicable provisions of Industrial Code Rule 56, with the exception of those stated in Attachment B. These procedures are as follows:

1. Removal and handling of the asbestos-containing materials (ACM) and asbestos contaminated materials shall be performed in accordance with all other applicable provisions of ICR 56. All abatement activities shall be conducted under the daily supervision of a currently NYSDOL certified Asbestos Project Monitor.
2. The Site is currently surrounded and secured by six foot chain link fence, thereby deterring access by unauthorized persons. During the course of this project the fencing will be monitored and maintained to prevent unauthorized access. Only certified workers will be allowed within regulated work areas.
3. One or more large project remote personal/waste decontamination unit shall be located within a short distance of access points to regulated work areas. Airlocks, as per 56-7.5 (d)(3) will be used at the work entrances and the decon unit. Multiple access points to separate work areas will be necessary. The use of not-attached pre-constructed portable decon units, in lieu of the costly manual construction of several, poorer quality attached decons will provide the best worker and waste decontamination equipment and methods. Work is likely to continue into the colder months making the heating of attached decons a costly requirement. The site is vacant and secure, non-certified persons shall not be allowed access to the Designated Pathway between the regulated work area and the decon unit.
4. Critical barriers will be installed where required and the work area shall be put under negative pressure, with 8 air changes per hour. All visible accumulations of ACM and debris in the areas where critical barriers are to be installed shall be cleaned as per 56-7.10 (c)(1) prior to the installation of the barriers. Critical barriers will be constructed either inside or outside of the building depending upon safe access, quality of barrier seal and maintenance considerations.
5. All remaining debris shall be removed prior to abatement of in-place ACM. Debris contaminated with friable ACM shall be handled and disposed of as friable asbestos waste; wetted with amended water and properly containerized.



## ATTACHMENT D

continued

6. Prior to removing pipe insulation, fittings and other friable ACM, six mil polyethylene drop cloth shall be placed on the floor within 10 feet of all abatement activities, shall be sealed to the floor and will remain in place until receipt of clearance criteria for that work area. ACM shall be adequately wetted, removed and immediately containerized.
7. Since full plasticization is not required, one thorough cleaning as per 56-9.1 (e) and one settling/waiting period shall be completed, unless clearance air sampling is unsatisfactory; then a re-cleaning of the area and another settling/waiting period is required. Regulated work area floors, walls, ceilings and fixed objects shall be cleaned as part of this abatement project.
8. Negative air pressure shall be continuous until receipt of final air clearance criteria for that work area.
9. The settling/waiting period shall be a minimum of 12 hours.
10. Upon completion of the settling/waiting period and prior to clearance air sampling, a satisfactory visual inspection shall be completed by the asbestos supervisor and the Project Monitor. The visual inspection shall be completed as per the requirements of 56-9.1 (d)(1).
11. Non-aggressive clearance air sampling methods shall be completed in the work areas, with the number and location of air samples as per 56-9.2 (d).
12. After satisfactory clearance air sampling results are obtained, the regulated work area may be dismantled.
13. Each of the areas of ACM debris located outside of the building shall be cordoned off with asbestos caution barrier tape at a minimum distance of 25 feet in all directions from the debris. Each such area shall be considered a regulated asbestos abatement area. Each area shall have an attached airlock to be used as the only means of access to each work area. Prior to entering each work area through the airlock, workers shall don two protective suits. Clean-up of each debris area shall be in accordance with all other applicable provisions of Code Rule 56. When leaving the work areas, workers shall remove the outer suit within the airlock and don a clean suit before proceeding directly to the remote personal decontamination unit.

Signed: \_\_\_\_\_

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

# **Exhibit A**

## **Prime Agreement**

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

032536

## AGREEMENT FOR PROFESSIONAL SERVICES

Project Name: Former Photech Imaging Site, 1000 Driving Park Avenue ERP  
 Environmental Cleanup Project  
 Firm Name: LaBella Associates, P.C.  
 Agreement No.:  
 Authorizing Ordinance: 2009-80  
 File Name: G:\ENVQUAL\AGRMTS\96TITLE5\PHOTECH CLEANUP - LABELLA.DOCX

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Appendix C Technical Proposal *N/A*

Appendix D Prevailing Wage Rates

Appendix E USEPA Grant Terms and Conditions

## AGREEMENT

THIS AGREEMENT, entered into on the 19 day of JUNE, 2009, by and between the CITY OF ROCHESTER, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York, 14614, hereinafter referred to as the "City", and LaBella Associates, P.C. hereinafter referred to as the "Consultant" with offices at 300 State Street, Rochester, New York 14614.

### WITNESSETH:

WHEREAS, the City, through the Department of Environmental Services, desires to engage the Consultant for the purpose of implementing the Remedial Design and Remedial Actions for the parcel located at 1000 Driving Park Avenue, Rochester, New York, ("Site") as part of the City of Rochester's 1996 Clean Water/ Clean Air Bond Act Environmental Restoration Program grant from the New York State Department of Environmental Conservation (NYSDEC);

WHEREAS, the Consultant covenants that it has the personnel, skills and expertise required and wishes to undertake the Project.

NOW THEREFORE, the City and the Consultant do mutually agree, in consideration of the covenants, terms and conditions contained herein, as follows:

### ARTICLE I, Part 1. Description of Project

#### Section 1.101 General Description

The Project consists of the complete remediation of the Site, including remedial design, corrective actions, remedial measures, demolition, asbestos abatement, building decontamination, subsurface environmental cleanup, and site redevelopment preparation activities in accordance with the selected remedy as described in the NYSDEC Record of Decision (March 2006), the Municipal Assistance Environmental Restorations Projects Brownfield Program Procedures Handbook, and NYSDEC DER-10 guidance document, and in the Consultant's proposal dated November 13, 2008.

#### Section 1.102 Agency Approvals

- A. The Consultant shall prepare site-specific Work Plans, including but not limited to Project Remedial Design Work Plan (RD), Asbestos Abatement and Monitoring Plan, Demolition and Structural Assessment Plans, Interim Remedial Measure (IRM) Work Plans, Excavation/Source Removal Plans, Grading Plans, Emergency Contingency Plans, Quality Assurance Plan (QAP), Health and Safety Plan (HASP), Community Air Monitoring Plan (CAMP), Sampling and Analytical Plan, Operations, Maintenance & Monitoring Plan (OM&M). The content and format of the Work Plans will be developed in accordance with the most recent version of the Municipal Assistance Environmental Restorations Projects Brownfield Program Procedures Handbook, and NYSDEC DER-10 guidance document.

The Work Plans will be developed and submitted to the City, NYSDEC, New York State Department of Health (NYSDOH) and the Monroe County Department of Health (MCDOH) for review and comment. The Consultant, in cooperation with the City, shall be responsible for satisfactorily addressing all comments prior to initiating the work, and obtaining all required agency approvals.

## ARTICLE I, Part 2. Description of Professional Services

### Section 1.201 General

- A. The Consultant shall provide engineering, technical, and scientific services necessary to perform investigations and studies requested and approved by the City to determine the environmental conditions and liabilities associated with the Project Site. Supplemental investigative and assessment services may also be required to more accurately evaluate site conditions and potential liabilities upon recommendation by the Consultant and approved by the City.
- B. The Consultant shall provide "Additional Services" at the request of the Applicant and approval by the City as specified in Section 1.203 of this Agreement.
- C. The Consultant is to have on its staff and is to retain during the performance of its services all appropriate professional personnel necessary to completely and accurately perform the work and services required. The Consultant shall provide a list of its employees assigned to the Project which provides the employee's name and title prior to the start of work. The Consultant shall notify the City prior to changing Project personnel. No changes in Project Managers will be made without approval of the City.
- D. The Consultant shall maintain an up-to-date, orderly, assembled file of Project notes and records on the Project. Notes and records shall include correspondence, additional services change requests and approvals, original baseline and updated schedules, analytical data reports, calculations, documentation, references and other material necessary for the completion of the Project. On request, these notes and records shall be available to the Project Manager for examination and shall be delivered to the Project Manager for the City. The Consultant agrees to maintain sufficient records and information necessary for the documentation of any and all facets of Project operation specified by this Agreement including all appended materials. The Consultant agrees to maintain for a period of six (6) consecutive years after termination or completion of this Agreement any and all records, reports and other documentation arising from the performance of this Agreement; however this period shall be extended beyond three years for any and all records and information pertaining to unresolved questions, which have been brought to the Consultant's attention by written notice by the City. The Consultant agrees to furnish copies of such records to the City.
- E. The Consultant shall provide the City with periodic electronic record drawings based on actual field measurements collected during the Project. The electronic formats must conform to the City digital standards and Geographical Information System (GIS) coordinate system, and GIS data shall include all pertinent features and attributes collected or obtained by the Consultant or their subcontractors. The Consultant is responsible for the professional quality, technical accuracy, timely completion and appropriate coordination of all designs, drawings, specifications, sampling procedures, testing, analyses, reports, waste profiling and waste characterization (unless such waste characterization and waste profiling is completed by the City), waste management, remedial measures and remedial processes and other services. The Consultant shall bear responsibility for any services that fail to meet the foregoing standard of care, including any errors, omissions or other deficiencies in the Consultant's work plans, designs, drawings, specifications, sampling procedures, testing, analyses, reports and other services and shall correct or revise any such errors, omissions or other deficiencies without additional compensation. The Consultant bears full responsibility for determining and confirming the applicability of environmental laws, regulations, and regulatory

policy to all remedial technologies and processes employed by the Consultant during the completion of the Project.

- F. The Consultant's obligations under this Section are in addition to the Consultant's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the City may have against the Consultant for faulty materials, equipment or work.
- G. The Consultant is responsible for the means, methods, techniques, sequences and procedures for all remedial activities under the direct control of Consultant. The Consultant shall furnish promptly all equipment, labor and materials needed to perform in a safe and convenient manner, such inspections as the City requires.
- H. The Consultant shall keep the Applicant and City informed of the progress of the work so the City may inspect the Consultant's work as determined necessary by the City. In particular, the Consultant shall provide the City with at least forty-eight (48) hours notice prior to performing work which would prevent proper inspection of previously completed work.
- I. The Consultant shall meet with the City at the City's request to discuss the Project as may be deemed necessary by the City.
- J. Unless otherwise specified by the City, the Consultant shall coordinate and pay for the off-site transport and disposal of all hazardous waste, non-hazardous regulated waste, construction and demolition materials, salvaged and recycled materials, and other waste materials requiring off-site disposal, such costs to be paid, or be reimbursed to the Consultant by the City. The Consultant shall develop and maintain a comprehensive waste tracking system documenting the different waste streams generated, characterized, profiled, transported and disposed of during the course of the Project.

The Consultant shall notify the City of the waste transporters and off-site treatment and disposal facility(s) proposed for use by the Consultant. Prior to use of an off-site treatment and disposal facility, the City must provide the Consultant with written approval of the facility, and the Consultant shall notify the City a minimum of forty-eight (48) hours prior to shipping hazardous materials or wastes off-site. The Consultant shall prepare and maintain, and provide copies to the City of all waste profiles and analysis, facility waste acceptance letters, manifests, Land Disposal Restriction forms, and notifications of receipt and forward copies of each to the City. The Consultant shall provide all waste profiles, manifests and Land Disposal Restriction forms to the City to sign. The Consultant shall conduct all waste management activities and shall prepare manifests and reporting forms in accordance with New York State and federal regulations including but not limited to 6NYCRR Parts 370-373, 40 CFR Parts 260-270, and 40 CFR Part 76.

- K. The Consultant shall comply with all terms and conditions identified in the New York State Assistance Contract for this Site (Appendix B).

#### Section 1.202 Basic Services

The following basic services are the minimum requirements of the terms of this Agreement. Services described in the basic services shall supersede and take precedent over any services described in Appendix C in the event of discrepancies.

- A. The Consultant shall provide comprehensive project oversight of all aspects and phases of the Project. The Consultant shall attend a project kick-off meeting with



City staff and representative(s) from the NYSDEC and other regulatory agencies as warranted.

- B. The Consultant shall perform Remedial Design and Remedial Actions services in accordance with the terms of this Agreement, as described in detail in the Consultant's proposal dated November 13, 2008 (a copy of which is included in Appendix C), and in accordance with the terms and conditions listed in Section 1.202 (Basic Services). A summary of Basic Services shall include:
1. Condemnation and Demolition of Damaged Buildings
  2. Emergency Asbestos Cleaning and Structural Evaluations
  3. Asbestos Abatement and Environmental Cleaning
  4. Building Demolition and Utility Disconnects/Removals
  5. Waste Water System and Silver Recovery Closure via Removal
  6. Design Phase Investigation and Environmental Subsurface Remediation
  7. Storm Water Management
  8. Site Grading and Site Restoration
  9. Groundwater Monitoring
  10. Development of Engineering Controls and a Site Management Plan
  11. Assistance with the Development of Institutional Controls
  12. Development of all Necessary Work Plans and Reports
  13. Project Administration, Meetings, and Progress Reports
  14. Implementation of a Comprehensive Site Security Plan
- C. As part of the building demolition and building decontamination phases of the project, the Consultant is responsible for waste characterization and disposal of all building contents, residual waste inside the building, contaminated equipment and building materials (e.g., reagent bottles, laboratory glassware and counters/sinks, laboratory walls and floors, etc.), and all drains, sumps, and waste water infrastructure. The Project includes the complete demolition of all buildings located at the Site, including the removal of all foundations, basements, underground utilities, tunnels, and other subsurface structures.
- D. As identified in the City's Request for Proposal, the future use of the Site is anticipated to be a new industrial park, with the Site subdivided into three separate parcels each accessed via a new street (e.g., cul-de-sac) intersecting with Driving Park Avenue. The new street is to be constructed by the City after completion of the cleanup, and is not part of this Agreement; however, Consultant Basic Services include crushing of masonry materials and rough grading of the Site to within six inches of proposed final grade (to be determined by the City). The City will provide the Consultant with a copy of the redevelopment plan with final elevations within 90 days of the execution of this Agreement.
- E. The Consultant shall be responsible for completing the work in a safe and workmanlike manner and for properly securing the Site at all times, including the perimeter of all excavations and treatment system locations. The Consultant is responsible for Site Security measures, and compliance with all work place rules and regulations that govern safety associated with environmental investigation and remediation, demolition, asbestos abatement and construction.
- F. The Consultant is responsible for obtaining approval for all Federal, State or Local permits or variances associated with any part of the Project.
- G. The Consultant shall provide the City with two (2) hard copies and two (2) electronic file copies (.pdf file format) of all reports, maps, drawings, tables or other information generated as a result of the Project, and shall be responsible for

providing both hard copies and electronic copies to regulatory agencies as deemed necessary.

- H. The Consultant shall provide the City, and the NYSDEC with periodic electronic record drawings based on actual field measurements collected during the Project. The electronic formats must conform to the City digital standards and Geographical Information System (GIS) coordinate system, and GIS data shall include all pertinent shapefiles, features and attributes collected or obtained by the Consultant or their subcontractors. The Consultant shall purchase and provide the City with the necessary equipment and software to utilize and visualize GIS or Global Positioning Satellite (GPS) data collected or obtained by the Consultant during the Project.
- I. New monitoring equipment, analytical equipment, GPS receivers/controllers, or other field equipment purchased by the Consultant to complete Work during the Project and paid for as part of this Agreement, shall be the property of the City at the completion of the Project. The Consultant agrees to provide the City with all equipment packaging, warranties, manuals, and any other original equipment material information.
- J. The Consultant is responsible for convening monthly progress meetings with the City, NYSDEC, other pertinent regulatory agencies and subcontractors.
- K. The Consultant shall prepare written monthly progress reports summarizing the work initiated or completed during the past month and deviations from the Work Plans, and submit the progress reports to the City by end of each month in both hardcopy and electronic form.
- L. The Consultant shall assist the City with the preparation of the Citizen Participation plans (CPPs), notifications to the public, and by attending meetings to present and discuss the plan to the public if requested.
- M. If the Consultant or subcontractors elect to bring into the Site a construction trailer to service as a temporary office during the course of the Project, the Consultant and/or subcontractor will be responsible for connecting all utilities, and for providing the City's Authorized Agent or City Project Manager with access and use of the construction trailer for meetings and other Project-related management activities.
- N. The Consultant shall be responsible for developing and maintaining a comprehensive site security plan to restrict and limit access to the Site by the public and other unauthorized personnel, including maintaining perimeter fencing and entry gates. The Consultant is responsible for maintaining adequate access to the Site for City personnel, including the construction and periodic maintenance of all temporary Site access roads and parking facilities.
- O. The Consultant and all subcontractors retained by the Consultant shall work normal business hours Monday through Friday for the duration of the Project. The Consultant is allowed to work extended or additional hours Monday through Friday or weekends subject the Consultant obtaining all required permits and variances, and the Consultant obtaining approval of the City, NYSDEC, and other applicable regulatory agencies.
- P. The Consultant acknowledges that the City has obtained funding from the United States Environmental Protection Agency (USEPA) in the amount of approximately \$200,000. In order to satisfy USEPA procurement and technical requirements, a specific portion of the Site cleanup Project will be completed via a separate

Request for Proposal which will likely require the City to establish a new Agreement with a Consultant other than LaBella Associates, P.C. The Consultant shall cooperate with the City to determine the scope and timing of the USEPA work. A copy of the USEPA program requirements is included in Appendix E.

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## Section 1.203 Additional Services

### A. The following shall constitute Additional Services:

1. If the Consultant is requested by the City to perform additional site investigative or remedial activities beyond the scope of the basic services identified in Section 1.202 herein, then such activities shall constitute additional services and be reimbursed according to Section 1.603.
2. Serving as an expert witness.

## Section 1.204 Reporting Requirements

The Consultant shall prepare and furnish to the City annual reports, in a format described herein, to address City of Rochester M/WBE and Living Wage requirements, as well as quarterly reports, in a format described herein, to address NYSDEC M/WBE requirements as referenced in Appendix B, Section VII (1-3) of Standard Clauses for NYS contracts.

- A. The Consultant shall provide a description of the Consultant's utilization of M/WBE firms by listing the firm's name, cost of work performed to date and the percent of total annual amount billed to the City that was paid to the M/WBE firms.

The NYS Department of Environmental Conservation's Minority/Women's Business Programs Unit (M/WBE) has established Minority/Women's Business Enterprise and Equal Employment Opportunity goals by contract type and geographic locations. Construction contracts valued at \$100,000 or more and service and commodity contracts valued at \$25,000 or more are required to demonstrate good faith efforts to meet these goals. The M/WBE-EEO goals are as follows:

### **Minority Business Enterprise (MBE) Participation Goals**

Upstate Region (Regions 3-9) - Construction 6.0%, Construction Consultant 6.0%, Commodities 8.8%, and Services/Technologies 8.8%

### **Women's Business Enterprise (WBE) Participation Goals**

Upstate Region (Regions 3-9) - Construction 6.0%, Construction Consultant 6.0%, Commodities 8.8%, and Services/Technologies 8.8%

### **Equal Employment Opportunity (EEO) Participation Goals**

EEO Minority Workforce Participation Goals – 10%

EEO Female Workforce Participation Goals – 10%

Recipients of Federal/State assistance programs are required to implement a comprehensive M/WBE-EEO program and submit an M/WBE-EEO Work Plan with supporting documentation for review and approval by the Office of Minority/Women's Business Programs (OMWBP). This plan provides the OMWBP information as to who will be working on the project and if the goals assigned are attained. The OMWBP also requires recipients of Federal/State assistance programs to submit Quarterly Reports detailing payments received by the Prime Contractor and payments made out to NYS Certified M/WBE's. Copies of the required plans and reports can be found at [www.dec.ny.gov/pubs/48854.html](http://www.dec.ny.gov/pubs/48854.html).

- B. Covered employers must provide reports of job titles, wage rates and benefits of covered employees, at the beginning and end of the agreement for single year agreements, and at the beginning, annually and at the end of multi-year agreements. The report required at the commencement of the agreement should be attached to the Professional Services Agreement. These reports should be sent to the contract

administrators.

#### ARTICLE I, Part 3. Subcontracts

All services to be performed under this Agreement shall be performed with the Consultant's own employees, unless the City agrees that the Consultant may subcontract such services. All subcontracts under this Agreement are subject to all applicable provisions of this Agreement and the State Assistance Agreement, and are subject to City and NYSDEC procurement requirements specified in NYSDEC ERP Handbook, unless otherwise directed in writing by the City. The Consultant is responsible for the completion of all services under this Agreement in an acceptable and timely manner, including any services performed by a subcontractor, supplier or other party with whom the Consultant has a contract.

#### ARTICLE I, Part 4. Analytical Laboratory Services, Sampling and Analysis

##### Section 1.401 Qualifications

The analytical laboratory used or subcontracted by the Consultant to perform chemical analysis must be certified by the New York State Department of Health (NYSDOH) as an ELAP-Approved Laboratory for the specific analyses performed. If the laboratory fails to perform the services requested in accordance with established protocols and Quality Assurance and Quality Control criteria established pursuant to Section 1.402, any resampling, reanalyses or other associated expenses shall not be borne by the City.

##### Section 1.402 Additional Analysis

The City may require the Consultant to obtain samples of air, surface water, groundwater, soil, sediment, wastes, or other media, and to make a laboratory analysis of said samples. Quality Assurance and Quality Control criteria shall be established prior to sampling by the Consultant, and the City.

##### Section 1.403 Costs - General

The Consultant statement of costs for analytical laboratory services shall include all costs, including but not limited to sampling and assessment equipment, transportation for sampling by its staff, and analysis by a laboratory certified by the NYSDOH.

#### ARTICLE I, Part 5. City Responsibilities

The City shall:

- A. Provide as complete information as is reasonably possible as to its requirements for the Investigation to the Consultant.
- B. Assist the Consultant by making available to the Consultant any readily available information pertinent to the Site, including previous reports and any other relevant data.
- C. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented to the City by the Consultant for review and render decisions pertaining thereto within a reasonable period of time, so as not to delay the work of the Consultant.
- D. Designate a representative (Authorized Agent) to act as liaison between the City and the Consultant. The Authorized Agent may act as or designate the Project Manager

that will have the authority and responsibility to transmit instructions and to receive information with respect to the City policies and pertinent to the work covered by this Agreement, except as otherwise limited by Code or Charter of the City.

- E. Give written notice to the Consultant where the City observes or otherwise becomes aware of any default in the Consultant's performance hereunder or where the City does not concur with the design or other recommendations of the Consultant.
- F. Obtain any required easements with the assistance of the Consultant.
- G. Obtain or provide in a timely manner permission for the Consultant to enter upon any sites, buildings, and facilities as deemed necessary by the Consultant to perform the services required pursuant to this Agreement.

#### ARTICLE I, Part 6. Fees

##### Section 1.601 General

In no event whatsoever shall the total fee payable to the Consultant pursuant to this Agreement, including all costs and disbursements, exceed \$5,110,641 (Five Million, One-Hundred Ten Thousand, Six-hundred and Forty-One Dollars)

##### Section 1.602 Fee for Basic Services

- A. The Consultant shall perform the work described in the proposal and Section 1.202 only as directed by the City's Authorized Agent or authorized representative.

- B. Project Budget

For this Project, the Consultant's Overhead Rate is 125% with a Fixed Fee of 6%. Pursuant to the Consultant's Proposal, subcontractors, analytical services and reimbursable expenses shall be billed directly to the City with no mark-up. The approved Project budget is provided in Appendix A. The City will limit payments to the Consultant to the lump sum or unit rates identified for each task in Appendix A unless additional costs are approved by the City.

- C. The maximum payment for this Project, which the City shall pay to the Consultant, and which the Consultant agrees to accept as full payment for its services is the total of labor costs, direct expenses, and subcontractor costs which shall equal \$3,908,040 (Three Million, Nine Hundred Eight Thousand, Forty Dollars) plus a Project fixed fee of \$18,628 (Eighteen Thousand, Six Hundred Twenty Eight Dollars). Total maximum payment which the City shall pay to the Consultant is \$3,926,668 (Three Million, Nine Hundred Twenty Six Thousand, Six-Hundred Sixty Eight Dollars). An additional \$1,183,973 (One Million, One Hundred Eighty Three Thousand Nine Hundred Seventy Three Dollars) will be held in contingency for potential Additional Services and for potential cost incentives.
- D. As an incentive for early completion of a portion of the Project, should the Consultant Substantially Complete Phase 1 (Condemnation Demolition), Phase 2 (Emergency Asbestos Cleaning), Phase 3 (Asbestos Containing Material Removal and Environmental Cleaning), and Phase 4 (Building Demolition) as identified in the Consultant's Proposal dated November 13, 2008, prior to the completion date stipulated in Consultant Schedule dated April 28, 2009 (or the most recent approved project schedule) or within such extended time as may have been allowed for Substantial Completion by written directive of the City's Project Manager, the Consultant shall be eligible for an early completion incentive payment, contingent upon the cost of the Work defined above and shall be equal to or below the estimated

cost in the Consultant's proposal dated November 13, 2008, in the amount of two hundred fifty dollars (\$250) for each business day (Monday through Friday excluding major holidays) that the work is completed ahead of the scheduled completion date, up to a maximum of twenty thousand dollars (\$20,000). Any incentive payment agreed to by the City Project Manager will be paid by the City with the final payment. The start date of the Work for this incentive shall be defined the first day the City provides the Consultant with a fully executed copy of the Agreement and a letter stating the Consultant with a Notice to Proceed.

- E. As an incentive to encourage the Consultant to utilize the Consultant's skill, expertise, and experience to develop alternative designs, methods, and procedures which result in lower overall costs to complete the Project, the City agrees to pay the Consultant a portion of the net savings contingent upon the City Project Manager's approval, and the Consultant satisfying the following conditions: (1) the alternatives utilized to produce the cost savings does not result in an extension of the Project Schedule dated April 28, 2009 (or the most recent approved project schedule or within such extended time as may have been allowed for Substantial Completion by written directive of the City's Project Manager), (2) the alternatives utilized to produce the cost savings does not result in a negative impact to the service life, reliability, economy of operation, or ease of maintenance of any equipment or materials used to complete the project, (3) the alternatives utilized to produce the cost savings do not result in hazardous or non-hazardous regulated waste being characterized or disposed of at waste disposal facilities, which in the sole opinion of the City, may pose a higher than normal risk for liabilities associated with waste disposal, and (4) only applies to Basic Services and does not apply to Additional Services. If in the sole opinion of the City's Project Manager, all of the conditions identified above have been satisfactorily addressed, the Consultant shall be entitled to a cost savings incentive of ten percent (10%) of the net savings, with net savings defined as the difference between the total estimated cost identified in the Consultant's proposal dated November 13, 2008 and the actual total cost, and not to exceed the Consultant's fixed fee amount of eighteen thousand six hundred and twenty eight dollars (\$18,628). Any incentive payment agreed to by the Project Manager will be paid by the City with the final payment.

#### Section 1.603 Fee for Additional Services

- A. Any services required which are outside the scope of this agreement shall be negotiated, but shall not proceed without prior approval of the City's Authorized Agent.
- B. The City shall pay the Consultant as an expert witness at the rate of \$600.00 per day for any day or portion thereof for which the Consultant is required to appear as a witness.

#### Section 1.604 Cost Incentives

- A. Any services required which are outside the scope of this agreement shall be negotiated, but shall not proceed without prior approval of the City's Authorized Agent.

#### Section 1.605 Invoices and Payment

Separate invoices for each project for which services were rendered may be submitted to the City Project Manager for payment periodically, but not more than once a month. Invoices for less than \$100 shall be submitted quarterly or at the end of the project period. Two copies of the invoices shall be attached to the claim voucher. The invoices shall identify costs associated with individual projects and include names, titles, and usage rates for all services performed. The Consultant shall complete a budget summary identifying the approved proposal scope of services, the amount of services performed, any out of scope work performed, and the balance remaining in the proposal.

The Consultant shall provide two copies of time records, receipts, and bills for services performed, accompanied by a signed claim voucher. Payment shall be made within approximately thirty (30) days after the receipt of the invoice.

#### ARTICLE I, Part 7. Term

- A. This Agreement shall commence upon execution by the parties, and the Consultant is immediately authorized to perform the services described in Appendix C (Technical Proposal) upon receipt of a Notice to Proceed from the City. All services required by this Agreement, including delivery to the City, any reports, plans, data, etc., shall be completed within two (2) years of the official Notice to Proceed, unless the Agreement is extended for an additional term of one (1) year, by mutual written consent of the City, and Consultant.

#### ARTICLE I, Part 8. Time of Performance

- A. The Consultant shall provide all reports, deliverables, and submittals in a timely fashion.
- B. The Consultant shall not be held responsible for delays caused by the City of Rochester or by other parties not directly under its control.
- C. The above time limits may be extended only by mutual written agreement of the parties hereto. It is understood that it is the intention of the City to have the services performed under this Agreement carried out as expeditiously as possible.

#### ARTICLE I, Part 9. Removal of Personnel

All personnel assigned by the Consultant or subcontractors retained by the Consultant shall be subject to the approval of the City and be required to cooperate with the City project personnel. In the event that the Consultant's personnel fail to cooperate or perform their assigned tasks in a reasonable and competent manner as determined by the City, the City Project Manager may require the Consultant immediately replace such personnel.

#### ARTICLE I, Part 10. Authorized Agent and Project Manager

- A. The City hereby designates:

Mr. Mark Gregor  
Manager of Environmental Quality Division  
City Hall, Room 300B  
30 Church Street  
Rochester, New York 14614-1278

- B. The Consultant hereby designates:

Sergio Esteban, P.E.  
President  
LaBella Associates, P.C.  
300 State Street  
Suite 201  
Rochester, New York 14614

or an authorized representative in case of absence, as Authorized Agents for the receipt of all notices, demands, vouchers, orders, permissions, directions, and



other communications pursuant to this Agreement, if dispatched by registered or certified mail, postage prepaid, or delivered personally to the Authorized Agents designated herein. The City's agent or Project Manager is authorized to request in writing such additional services within the maximum authorized compensation as the Agent deems necessary.

The parties reserve the right to designate other or additional Authorized Agents upon written notice to the other.

C. The City hereby designates the following individual as the City's Project Manager:

Mr. Joseph Biondolillo  
Senior Environmental Specialist  
Department of Environmental Services  
30 Church Street, Room 300B  
Rochester, New York 14614

The Consultant hereby designates the following individual as the Consultant's Project Manager:

Mr. Dennis Porter, CHMM  
LaBella Associates, P.C.  
300 State Street  
Rochester, New York 14614

ARTICLE I, Part 11. Ownership of Documents

All original notes, drawings, specifications and survey maps prepared by the Consultant under this Agreement, upon completion of the work required herein, or upon acceptance by the City of each individual report shall become the property of the City and shall be delivered to the City's Project Manager. The Consultant may provide a complete reproducible set of drawings, specifications, survey maps and all other documents in lieu of the originals. The Consultant will also provide the City with electronic file copies of final reports, computer-aided design (CAD) or GIS drawings, digital photographs, or other computer-produced documents associated with the Project. The Consultant shall provide the City electronic file copies of all site survey and sampling point coordinates in the 1983 State Plane Coordinate System (SPCS).

ARTICLE I, Part 12. Confidentiality

The Consultant agrees that any and all data, analyses, materials or other information, oral or written, made available to the Consultant with respect to this Agreement, and any and all data, analyses, materials, reports or other information, oral or written, prepared by the Consultant with respect to this Agreement shall, except for information which has been or is publicly available, be treated as confidential; and shall not be utilized, released, published or disclosed by the Consultant at any time for any purpose whatsoever other than to provide consultation or other services to the City.

ARTICLE I, Part 13. Organizational Conflict of Interest

- A. The Consultant warrants that to the best of the Consultant's knowledge and belief, there are not relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Consultant has disclosed all such relevant information.
- B. An organizational conflict of interest exists when the Consultant performs or agrees to perform services for another party that could foreseeably implicate the City as a

potentially responsible party in an environmental enforcement action or claim against the City or otherwise increase the potential liability of the City.

- C. The Consultant agrees that if an actual or potential organizational conflict of interest is discovered, the Consultant shall make a full disclosure as soon as possible in writing to the City. This disclosure shall include a description of actions which the Consultant has taken or proposed to take, after consultation with the City, to avoid, mitigate, or neutralize the actual or potential conflict.
- D. The City may terminate this Agreement in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Consultant was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose it, or misrepresented relevant information to the City, the City may terminate the Agreement, debar the Consultant from contracting with the City, or pursue such other remedies as may be permitted by law or this Agreement. In such event, termination of this Agreement shall be deemed a termination for default pursuant to Section 2.602.
- E. The Consultant further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this Article.

ARTICLE 1. Part 14.           Warranty and Guarantee, Tests and Inspections, Correction, Removal or Acceptance of Defective Work

Article 1 Part 14. applies to the permanent installation of any structures, equipment or materials designed, furnished or installed by the Consultant or any of its subcontractors, and does not apply to professional services provided by the Consultant.

Section 1.141           Warranty and Guarantee

- A. The Consultant warrants that the work performed under this Agreement conforms to the requirements of the Agreement and Proposal and is free of any defect of equipment, material or design furnished, or workmanship performed by the Consultant or any of its subcontractors or suppliers at any tier. Such warranty shall continue for a period of two (2) years from the date of completion. Under this warranty, the Consultant or its surety shall remedy any such failure to conform or any such defect at any time during the two-year warranty period. The Consultant or its surety shall be liable for the expenses of all corrective work including the cost of any professional services incurred by the City due to the defective work. If the Consultant or its surety does not correct any defect within 60 (sixty) calendar days of written notification from the City of such defect or in an emergency situation where delay would cause serious risk of loss or damage, the City may have the defective work corrected or removed and replaced. All direct and indirect costs of such removal and replacement, including compensation for additional professional services related to the removal and replacement shall be paid by the Consultant. In addition, the Consultant shall remedy at the Consultant's expense any damage to the City owned or controlled real or personal property, when that damage is the result of the Consultant's failure to conform to the requirement of the Agreement or any such defect of equipment, material or workmanship. The Consultant shall also restore any work damaged in fulfilling the terms of this clause. The Consultant's warranty with respect to Work repaired or replaced hereunder will run for two (2) years from the date of acceptance of such repair or replacement.
- B. The City shall notify the Consultant in writing within a reasonable time after the discovery of any failure, defect or damage.

- C. All subcontractors', manufacturers' and suppliers' warranties express or implied, respecting any Work and materials, shall be enforced by the Consultant for the benefit of the City. The Consultant shall obtain any warranties which the subcontractors, manufacturers or suppliers would give in normal commercial practice.
- D. The warranty specified herein shall not limit the City's right under any inspection or acceptance clauses of this Agreement with respect to latent defects, gross mistake or fraud.

Section 1.142      Access to Work

- A. The Project Manager, other representatives of the City, testing agencies and governmental agencies, including the NYSDEC, NYSDOL, and MCDOH, with jurisdictional interests will have access to the Project work at reasonable times for their observations, inspection and testing. The Consultant shall provide proper and safe conditions for such access.

Section 1.143      Tests and Inspections

- A. All material and workmanship shall be subject to inspection, examination, test and retest (if rejected) by the City Project Manager at any and all times during manufacture or construction and at any and all places where such manufacture or construction are carried on.
- B. The Consultant shall give the City Project Manager timely notice of readiness of the Work for all required inspections, tests or approvals.
- C. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any work (or part thereof) to specifically be inspected, tested or approved, the Consultant shall assume full responsibility and therefore, pay all costs in connection therewith and furnish the City Project Manager the required certificates of inspection, testing or approval.
- D. All inspections, tests or approvals for which the Consultant must assume full responsibility and must pay for shall be performed by organizations acceptable to the Project Manager. Any objections by the Consultant to an organization must be stated in writing at the time of selection of the organization.

- E. Neither observations by the City Project Manager nor inspections, tests or approvals by others shall relieve the Consultant from its obligations to perform the Work in accordance with the Agreement, the Proposal, and Federal, State or local laws and regulations.

Section 1.144          Uncovering Work

- A. If any Work is covered without the approval or consent of the City Project Manager, it must, if requested by the Project Manager, be uncovered for the Project Manager's observation and replaced at the Consultant's expense.
- B. In cases where Work was covered with the City Project Manager's consent, but the City Project Manager has reason to believe that covered Work is defective, the Consultant, at the City Project Manager's request, shall uncover, expose or otherwise make available for observation, testing or inspection as the City Project Manager may require that portion of the Work in question, furnishing all necessary labor, material and equipment. If the Work is found to be defective, in any respect, due to the fault of the Consultant or any subcontractor including suppliers of material, the Consultant shall be liable for the expenses of such examination including the cost of any professional services incurred by the City due to the defective Work. However, if the Work is found not to be defective, the City shall reimburse the Consultant's costs on a time and materials basis.

Section 1.145          The City May Stop the Work

- A. The City Project Manager shall have authority to immediately terminate or suspend the Work for periods as may be necessary.
- B. If the Work is defective, or the Consultant fails to supply sufficient skilled workers or suitable materials or equipment, the City Project Manager may order the Consultant to stop the Work, or any portion of it, until the cause for such order has been eliminated.

Section 1.146          Correction or Removal of Defective Work

- A. If required by the City Project Manager, the Consultant shall promptly, without cost to the City and as specified by the City Project Manager, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the City Project Manager, remove it from the Site and replace it with non-defective Work.
- B. If the Consultant claims any damages as a result of the Project Manager's order regarding defective Work, the Consultant may make an additional services change request pursuant to Section 1.203 B.

Section 1.147          Acceptance of Defective Work

If instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City has the option to do so. In such case, if acceptance occurs, the City Project Manager shall determine if a reduction in payment is due to the City for the defective work.

Section 1.148          The City May Correct Defective Work

- A. If the Consultant fails after five (5) days written notice from the City Project

Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the City Project Manager or if the Consultant fails to perform the Work in accordance with the Agreement and Proposal, the City may without prejudice to any other remedy, and without notice to any Surety or Sureties on any bonds furnished hereunder, make good all work, material, omission or deficiencies, and may deduct the cost and damages thereof including the cost of any professional services from the payment then due or which may thereafter become due to the Consultant.

- B. Expenses incurred by the City by reason of its action under this section shall be final and conclusive upon the Consultant. No action taken by the City hereunder shall affect any of the other rights or remedies of the City granted by the Consultant or by law or relieve the Consultant from any consequences or liabilities arising from such acts or omissions.

#### ARTICLE I. Part 15 Project Bonding

For subcontractors working on the Project, the Consultant shall furnish performance bonds and/or guarantee bonds at the discretion of the City, the NYSDEC, or the City's Project Manager. Also at the sole discretion of the City, the NYSDEC, or the City's Project Manager, retainer in lieu of bonding may be required for certain subcontractors.

##### Section 1.151 Performance Bond:

- A. Prior to the acceptance of the Work, and, when required by the City, prior to the acceptance of any work corrected under the terms of a guarantee bond the Consultant shall furnish to the City Guarantee Bonds from all subcontractors naming both the City and the Consultant as obligees. The bonds shall be in a form prescribed by the City or acceptable to the City, and shall be designed to assure the City that improper or defective materials and faulty workmanship shall be corrected by the Consultant at no expense to the City during a one year warranty period commencing upon the start of the Work. The bonds shall have a Surety thereon such Surety company or companies as are acceptable and approved by the City and as are authorized to transact business in New York State, and shall be one hundred (100) percent of the subcontractors' final subcontract amounts. In the event the work is corrected under the terms of the guarantee bond, an additional bond in the amount of fifty (50) percent of the value of the corrected work shall be submitted and the warranted work shall be guaranteed for one year from acceptance of corrected work. In no case will the value of the bond be less than \$1,000.
- 1) The Performance Bonds shall be furnished as security for the faithful performance by each subcontractor of any and all terms and conditions required by its subcontract with the Consultant including any and all applicable terms and conditions of the Agreement, the Work Plan and project drawings.
  - 2) The Performance Bond shall be made out to the Consultant and the City of Rochester, prepared on an approved form and submitted by the Consultant to the city Project Manager along with its signed and notarized copies of this agreement for execution by the City. The Sureties thereon must be such Surety companies as are authorized and licensed to transact business in the State of New York. The Surety companies furnishing the Performance Bonds must waive notice of any change in the subcontract price or contract time. Attorneys-in-fact who sign bonds must file with each

bond a certified copy of their power of attorney to sign said bonds. The City shall maintain the Performance Bonds with the copy of the Agreement maintained by the City of Rochester Accounting Bureau.

B. Alternate Security:

- 1) At its option, the City shall have the right to accept cash, certified checks, and irrevocable letters of credit.
- 2) In the event a subcontractor submits cash or a cash instrument as alternate security, the City will accept one hundred (100) percent of the subcontract total as satisfying Performance requirements.

Section 1.152 Guarantee Bond:

Prior to the acceptance of the Work, and, when required by the City, prior to the acceptance of any work corrected under the terms of a guarantee bond the Consultant shall furnish to the City Guarantee Bonds from all subcontractors, naming both the City and the Consultant as obligees. The bonds shall be in a form prescribed by the City or acceptable to the City, and shall be designed to assure the City that improper or defective materials and faulty workmanship shall be corrected by the Consultant at no expense to the City during a one year warranty period commencing upon the start of the Work. The bonds shall have a Surety thereon such Surety company or companies as are acceptable and approved by the City and as are authorized to transact business in New York State, and shall be one hundred (100) percent of the subcontractors' final subcontract amounts. In the event the work is corrected under the terms of the guarantee bond, an additional bond in the amount of fifty (50) percent of the value of the corrected work shall be submitted and the warranted work shall be guaranteed for one year from acceptance of corrected work. In no case will the value of the bond be less than \$1,000.

ARTICLE I. Part 16. Project Manager's Status, Interpretations, and Dispute Resolution During the Project

Section 1.161 The City of Rochester's Representative

The Project Manager shall be the City's representative during the Project. The duties and responsibilities and the limitations of authority of the Project Manager as the City's representative during the Project are set forth in the Agreement. The Consultant shall be informed of any change in the Project Manager's duties and responsibilities.

Section 1.162 Visits to the Site

The Project Manager shall make visits to the Site at intervals appropriate to the various stages of the Project to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Agreement.

Section 1.163 Project Manager's Representative, Duties and Responsibilities

A Project Representative may be appointed by the Project Manager and directed to review all materials used and all work done. The review may extend to all or any part of the Work and to the preparation or manufacture of the materials for use in the Work. Project Representatives are not authorized to revoke, alter, enlarge, or relax any of the provisions of the Agreement or Proposal. The Project Representative shall inform the Project Manager as to the progress of the Project, the manner in which it is being done, and the quality of the materials being used. The Project Representative shall also call to

the attention of the Consultant any action which the Project Representative believes does not follow the Agreement and Proposal. The Project Representative shall have the authority to prevent the use of any material and to stop any work being done which the Project Representative believes does not conform to the Agreement and Proposal until the question at issue can be referred to and be decided by the Project Manager.

Section 1.164      Clarifications and Interpretations

- A. The Project Manager shall issue with reasonable promptness such written clarifications or interpretations of the Agreement and CAP as the Project Manager may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Agreement and Proposal.
- B. Any discrepancy that exists in the CAP identified by the Consultant, NYSDEC, Project Manager or other party shall be reviewed by the Project Manager with the Consultant for interpretation. The Project Manager's decision thereon shall be conclusive.
- C. The Project Manager shall interpret any additional services change requests and shall decide all other questions in connection with the Project and issue an additional services change request approval if necessary.
- D. The Project Manager shall review any requested changes to the Agreement and will either reject such changes or recommend their full or partial approval to the City's Authorized Agent. It shall be understood that fulfillment of these items is contingent upon the City's Authorized Agent's approval and may be subject to Rochester City Council authorization.

Section 1.165      Rejecting Defective Work

The Project Manager shall have the authority to disapprove or reject work or materials which are defective, and shall also have authority to require special inspection or testing of the work or materials, whether or not the work or materials are fabricated, installed or completed.

Section 1.166      Shop Drawings, Change Orders and Payments

- A. The Project Manager shall be responsible for the reviewing of any Shop Drawings with the Consultant.
- B. The Project Manager shall also be responsible for the review of additional services change requests and applications for payments.

Section 1.167      Resolutions of Disputes

- A. The Project Manager shall be the initial interpreter of the requirements of the Agreements and judge of the acceptability of the Work thereunder.
- B. A direction, order, or decision of the Project Manager affecting the performance of Work yet to be performed (including the reconstruction or replacement of unsatisfactory Work) shall be final and conclusive upon the Consultant, and the Consultant shall conform thereto in the future performance of the Work.
- C. If the Consultant claims compensation for any damages sustained by reason of

any act or omission of the City, its agents, or employees, or for any other reason whatsoever, the Consultant shall, within ten (10) days after such claim has arisen, file with the Project Manager written notice of its intention to make claim for such damages. Such notice shall state the nature and amount of the damages sustained and the basis of the claim against the City. If the Project Manager shall deem it necessary for proper decision upon any notice filed hereunder, to require additional data, depositions or verified statements, the Consultant must furnish the same within ten (10) days after written demand.

- D. The filing by the Consultant of a notice of claim and the compliance by the Consultant with the demand, if any, for additional data, depositions or verified statements, both within the time limit herein, shall be a condition precedent to the settlement of any claim or to the right to resort to any other remedy, proceeding or action. The failure of the Consultant to file a notice of claim and, if required by the City's Authorized Agent, to furnish additional data, depositions and verified statements, both within the time limit herein, shall be deemed to be a conclusive and binding determination on its part that the Consultant has no claim against the City for compensation for extra work or for compensation for damages, as the case may be, and shall be deemed a waiver by the Consultant of all claims for additional compensation or for damages.
- E. The filing of a notice of claim and the furnishing of any data, depositions or verified statements requested by the City shall not be deemed an admission of the City's liability, nor raise any presumption as to the validity or correctness of the claim. The question as to whether or not the Work required is Extra Work or as to whether or not the Consultant is entitled to compensation for damages shall be determined by the Project Manager, which determination shall be final and binding upon the Consultant. In the case of a claim by the Consultant as stated above, providing that any instructions of the Project Manager involves Additional Services, the Consultant shall not in any event proceed with the execution of the Work involved until it shall have received the Project Manager's decision or instruction relative thereto.
- F. The rendering of a decision by the City with respect to any claim, dispute or other matter (except any which have been waived by the making or acceptance of payment of the contract balance less any withheld sum) shall be a condition precedent to any exercise by the City or the Consultant of such rights or remedies as either may otherwise have at law in respect of any such claim, dispute or other matter. The City and the Consultant may mutually agree to resolve such claims, disputes, or other matters by mediation and or arbitration.

Section 1.168      Limitations on Project Manager's and Project Representative's Responsibilities

- A. The Project Manager's authority to act under this Agreement, or any decision made by the Project Manager in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager to the Consultant, any subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees, or any other person performing any of the Work.
- B. Whenever in the Agreements the terms as ordered, as directed, as required, as allowed, or terms of like effect or import are used, or the adjectives reasonable, suitable, acceptable, proper, appropriate, or satisfactory or adjectives of like effect or import are used, to describe a requirement, direction, review or judgment of the



Project Manager as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Agreement and Proposal, unless there is a specific statement indicating otherwise. The use of any such term or adjective never indicates the Project Manager shall have the authority to supervise or direct performance of the Work or authority to take responsibility for any part of the Work.

- C. The Project Manager shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of construction, or the safety programs and precautions incident thereto, and the Project Manager shall not be responsible for the Consultant's failure to perform the Project in accordance with the Agreement.
- D. The Project Manager shall not be responsible for the acts or omissions of the Consultant or of any Subcontractors or any other persons at the Site or otherwise performing any of the Project.

## ARTICLE II

### ART. II, Part 1. QUALIFICATIONS, INDEMNITY AND INSURANCE

#### Section 2.101 Consultant's Qualifications For Duties, Compliance and Permits

- A. The Consultant hereby agrees that it has, or will have, on its staff and will retain during the performance of this service under this Agreement, all appropriate professional personnel necessary to completely and accurately perform the work and services under this Agreement.
- B. The Consultant further agrees that the design of architectural or engineering features of the work shall be accomplished by professionals licensed to practice in New York State.
- C. The Consultant further agrees to ensure that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

#### Section 2.102 Consultant's Liability

The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of this Agreement, where such loss or expense is incurred directly or indirectly by the City, its employees, subcontractors or agents, as a result of the negligent act or omission, breach or fault of the Consultant, its employees, agents or subcontractors. Such indemnification shall specifically exclude any claims or actions brought against the City for losses, damages or injuries caused by or related to pollution or contamination (as those terms are defined by statute or federal or state regulation) at the project site, to the extent that such losses, damages or injuries are not a result of the Consultant's negligence or intentional wrongdoing, or that of its employees agents or subcontractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall be required to handle or participate in the handling of the portion of the claim for which it may be responsible as a result of this section.

Should the project involve financing or other participation by other agencies, such as but not limited to the County of Monroe, New York State Department of Environmental Conservation, or United State Environmental Protection Agency, the Consultant shall also agree to indemnify and save harmless such agencies to the extent set forth in this Section upon written direction by the City's Authorized Agent.

#### Section 2.103 Professional Liability Insurance

The Consultant shall procure at its own expense, professional liability insurance for services to be performed pursuant to this Agreement, insuring the Consultant against malpractice or errors and omission of the Consultant in the amount of One Million Dollars. The Consultant shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. The certificate shall contain a ten (10) day cancellation clause which shall provide that the City shall be notified not less than ten (10) days prior to the cancellation, assignment or change of the insurance policy. The Consultant shall also give at least ten (10) days notice to the City of such cancellation, amendment or change, and of any lapse of insurance coverage under this Agreement.

#### Section 2.104 General Liability Insurance

The Consultant shall obtain at its own expense general liability insurance in the amount of at least One Million Dollars, for protection against claims of personal injury, including death, or damage to property, arising out of the Project. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an additional insured. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least ten (10) days written notice of such cancellation or modification. In no event shall such liability insurance exclude from coverage any municipal operations or municipal property related to this agreement.

Should the project involve financing or other participation by other agencies, such as the County of Monroe or the Rochester Pure Waters District, the Consultant's insurance shall also name such agencies as additional insured parties to the extent set forth as in this Section upon written direction by the City's Authorized Agent.

#### Section 2.105 Workers' Compensation and Disability Benefits Insurance

This Agreement shall be void and of no effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage have been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Workers' Compensation and/or Disability Benefits coverage is not required by submitting the then current and required New York State Worker's Compensation Board form.

#### Section 2.106 Copyright or Patent Infringement

The Consultant shall defend actions or claims charging infringement of any copyright or patent by reason of the use of adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom, providing that the City within ten days after receipt of any notice of infringement or of summons in any action thereof shall have forwarded the same to the Consultant in writing.

## Section 2.107 No Individual Liability

Nothing contained in the Agreement shall be construed as creating any personal liability on the part of any officer or agent of the City.

## ART. II, Part 2. SPECIFIC DESIGN RESTRICTIONS

### Section 2.201 Handicapped Access to Facilities

The Consultant agrees that, where the Project will involve the design or substantial renovation, relocation, or reconstruction of, or will involve the new construction of, a building, facility, street, sidewalk, park, mall or other public area, then it will incorporate into its design, study and other work those facilities or improvements reasonably required to give handicapped persons access to and enjoyment of those facilities. Such facilities or improvements shall conform to ANSI A117.1 - R1980 "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped". Such facilities and improvements for the handicapped shall include, but shall not be limited to, access ramps to buildings, sufficiently large elevators, support rails, rest room improvements, sidewalk curb cuts at corners, and additional lighting that are reasonably a part of and necessitated by the Project.

### Section 2.202 Environmental Policy

The City has an obligation to assess the environmental impact of the Project and to prepare any necessary state, federal, and/or local environmental impact statements under the State Environmental Quality Review Act and the National Environmental Protection Act. The City wishes to enhance the environment by minimizing environmental degradation and by maximizing the Project benefits.

The Consultant, therefore, shall assist the City in determining whether environmental impact statements ("EIS") should be prepared and shall assist the City or the City's environmental analyst in preparing any necessary EIS. The Consultant shall not be required to prepare an EIS, unless specifically required by Article I of this Agreement.

## ART. II, Part 3 EMPLOYMENT PRACTICES

### Section 2.301 Equal Opportunity

#### A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Opportunity, in accordance with the requirements set forth herein. The City further does not discriminate on the basis of disability, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall agree to comply with State and Federal Equal Opportunity laws and regulations and shall submit documentation regarding Equal Opportunity upon the City's request.

#### 1. Definitions

GOOD FAITH EFFORT - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

MINORITY GROUP PERSONS - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

2. Compliance

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

- (a) The Consultant shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status in the performance of services or programs pursuant to this agreement. The Consultant agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Consultant, reflecting this nondiscrimination policy.
- (b) If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.
- (c) The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

Section 2.302 MacBride Principles

The Consultant agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

Section 2.303 Affirmative Action and Employment of Local Labor  
Applicable only to Federal, HUD or EDA Funded Projects

- A. If work to be performed under this Agreement is on a project assisted basis under a program providing direct Federal financial assistance from the Department of Housing and Urban Development or the Department of Commerce such work is subject to the requirements of either Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701 U or the Public Works and Economic Development Act of 1965, as implemented by 13 CFR 305.54. These acts require that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- B. The parties to this Agreement will comply with the provisions of said Acts and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and the Secretary of Commerce, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Consultant will send to each labor organization or representative of works with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Consultant will include the substance of this Section in every subcontract for work in connection with the project and will, at the direction of the City take appropriate action upon a finding that the subcontractor is in violation of the regulations issued by the Secretary of Housing and Urban Development, or the Secretary of Commerce. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the latter has been found in violation of HUD or EDA regulations and will not let any subcontracts unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of the Acts, the regulations thereunder, and all applicable rules and orders of the Departments issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the Consultant, its successors and assigns. Failure to fulfill these requirements shall subject the Consultant, its sub-contractors successors and assigns to those sanctions specified by the grant or loan' agreement' or contract through which Federal assistance is provided and to such sanctions as are specified by HUD or EDA.
- F. The Consultant agrees to submit a written Affirmative Action Plan to the City for employment and training opportunities for lower income City residents and the utilization of eligible City business concerns as subcontractors and further agrees not to commence work on the project until such plan is approved by the City and the U. S. Department of Housing and Urban Development.

Section 2.304 Compliance with Labor Laws

The Consultant specifically agrees to comply with the labor law requirements of Articles 8 and 9 of the Labor Law of the State of New York, and, more specifically, with the requirements of sections 220, 220-a, 220-d, 220-e, and 222 of the Labor Law. These provisions require the

payment of prevailing wages and supplements to, the verification of payment of wages of, and require preference in the employment of New York residents, and prohibit discrimination based on race, creed, color, sex, national origin, or age, and prohibit the permitting or requiring of more than eight hours per day and forty hours per week from laborers, mechanics, or workers on a public works construction project. The foregoing requirements do not generally apply to professional staff, draftsmen, or clerical help or most other employees of an engineer or architect who is performing design, research, or inspection work only. They do apply, however, to surveyors used on the Project. The Consultant shall, comply with all state, federal and local non-discrimination and equal employment opportunity laws and rules and will be subject under this Agreement to fines, penalties and contract termination when the City reasonably determines that the Consultant has unlawfully discriminated because of the race, color, creed, national origin, sex or age of any applicant for employment or any employees.

- A. The Consultant's attention is directed to the requirements of Sections 220 and 220-a through 220-e of the Labor Law of the State of New York, compliance with the previous of which shall be deemed a condition to the satisfactory performance of this contract.
- B. The Consultant shall cause to be posted and maintained at all times in a conspicuous place at the Site of the Work a clearly legible copy of the Schedule of Wage Rates for covered employees as prescribed by the State Commissioner of Labor. The Consultant shall further certify on any statement to the City for a partial of final payment that the wage rates paid to employee on this Project have been in conformity with the wage rates so set forth as determined by the State Commission of Labor pursuant to and in conformity with Section 220 of the New York State Labor Law.
- C. The Consultant shall keep a copy of his payrolls for this project available at all times for inspection by representatives of the City or other public agency having jurisdiction over the project, and shall produce them for such inspection at the request of said duly authorized representatives. The Consultant and subcontractors shall submit weekly certified payrolls records for covered employees to the Project Manager, for transmission to the City's Director of Finance or his designee. The Consultant shall be responsible for the submission of copies of certified payrolls of all subcontractors. Payments shall be withheld from the contractor for failure to comply with this requirement.
- D. In all operations related to the Work, all other State or Federal Laws, Local Ordinances and Laws, controlling or limiting in any way the actions of those engaged in the Work, shall be strictly complied with by the Consultant and all employees working under his direction. The foregoing shall apply to subcontractors or the Consultant.

#### Section 2.305 Prevailing Wage Rates

- A. Incorporated in this Agreement, in Appendix E, is the Prevailing Wage Rates Schedule in effect at the time of publication.
- B. In the event that the prevailing rate of wages or supplements change, an updated schedule will be issued by the State Department of Labor. Said updated schedule will be transmitted to the consultant by the City. Each covered worker shall be paid or provided not less than the updated rates.

- C. The City will not be responsible for any of the Consultant's increased labor costs which result from defects in the Wage Rate Schedule, provided, or from amendments to the Prevailing Wage Rate Schedule. No change in the contract price shall be allowed to the consultant for any such increases, except as provided for elsewhere in these documents.
- D. Information about current wage rates may be obtained on an advisory basis by contacting the City's Contract Administrator, Department of Finance, City Hall, Rochester, New York (716) 428-7398.

#### Section 2.306 Anti-Kickback Rules

Salaries of employees performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions that are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 108; title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276c). The Consultant shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required by subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

#### Section 2.307 Withholding of (Salaries) Payments

If, in the performance of this Agreement, there is notice to the City of any underpayment of salaries by the Consultant or by any subcontractor thereunder, the City shall withhold from the Consultant out of payments due to it an amount sufficient to pay the employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the City for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

#### Section 2.308 Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because the person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify at any proceeding relating to the labor standards applicable hereunder to the person's employer.

#### Section 2.309 Living Wage Requirements

##### A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the ~~A~~Rochester Living Wage Ordinance~~e~~, in the event that payments by the City to the Consultant under this Agreement shall exceed fifty thousand dollars (\$50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to more than fifty thousand dollars (\$50,000) during a period of one year, then any such amendment shall be subject to Section 8A-18.

##### B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-

18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City=s website, at [www.cityofrochester.gov](http://www.cityofrochester.gov). Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

#### C. Exemption

This section shall not apply to any of Consultant=s employees who are compensated in accordance with the terms of a collective bargaining agreement.

### ART. II, Part 4 OPERATION

#### Section 2.401 Compliance with Air and Water Acts

The Consultant and any and all subcontractors agree as follows:

- A. The Consultant, and its subcontractors warrant that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. The Consultant promises to comply with all the requirements of Sections 144 of the Clean Air Act, as amended (47 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to the inspection, monitoring, entry, reports and information as well as all other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A condition for the award of the Agreement is that prompt notice will be given to the City of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA list of Violating Facilities.
- D. The Consultant warrants to the City that it has not been convicted under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

#### Section 2.402 Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used during the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

#### Section 2.403 Lobbying Prohibited

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the Legislature of the State of New York or the Council of the City of Rochester.

#### Section 2.404 Status as Independent Contractor

The Consultant, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. The Consultant shall neither pretend nor claim to be an officer or employee of the City by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.



## ART. II, PART 5 DOCUMENTS

### Section 2.501 Patents and Copyrights

The Consultant agrees that, in the event it, or any of its employees' develop any material for which a copyright can be obtained which material was developed as a result of or in connection with the work required pursuant to this Agreement, the City shall be granted a royalty-free, non-exclusive license to use, reproduce and distribute such copyrightable material. The Consultant further agrees that in the event it, or any of its employees, develops any process, machinery or product for which a patent would be obtainable, the Consultant shall provide the necessary information to the City, so that the City can apply for such patent at its own expense. Such patent shall become the property of the City; provided, however, that the Consultant shall acquire a royalty-free, non-exclusive license to produce or reproduce such patented product. The benefits of either a patent or a copyright shall also inure to any public agency which finances, in whole or in part, this project and such agency shall receive a royalty-free, non-exclusive license to use, reproduce, manufacture and distribute the product or matter which has been patented or copyrighted.

### Section 2.502 Audit

The Consultant agrees that the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

### Section 2.503 Content of Sub-Agreements

The Consultant agrees that all sub-agreements authorized by this agreement shall be in written form. The Consultant shall require all subcontractors to comply with any of the following sections which may be in this agreement: "Equal Employment Opportunity; Affirmative Action and Employment of Local Labor for Federal, EDA and HUD funded projects; Compliance with Labor Laws; Certifications Regarding Conflicts of Interest; Anti-Kickback Rules; Interest of City and Contractor in Contract." It is the purpose of this section to insure that all agreements obligate all parties performing work under this agreement to comply with necessary governmental programs and policies. The City may require the Consultant to submit copies of such sub-agreements to the City. If such copies are not submitted upon request, the City may have the right to withhold any and all payments to the Consultant to those items of work which have not complied with this section.

## ART. II, PART 6 TERMINATION

### Section 2.601 Termination for Convenience of City

A. This Agreement may be terminated by the City in accordance with this section in whole, or from time to time, in part, whenever for any reason, the City shall determine that such termination is in the best interest of the City. Any such termination shall be effective upon written notice to the Consultant.

B. If the Agreement is so terminated the City may take over the work and services and prosecute the same to completion by contract or otherwise. The Consultant, upon such termination, shall transfer title, and in the manner directed by the City, shall deliver to the City the completed or partially completed, plans, drawings information, other property and records of work being performed, which, if this Agreement had been completed, would be required to be furnished to the City.

- C. After receipt of written notice of termination, the Consultant shall promptly submit to the City its termination claim in a form acceptable to the City. Such claim shall in no event be submitted later than one year from the effective date of termination.
- D. In the event that the parties cannot agree, in whole or in part, as to the amount due by reason of the termination of the Agreement pursuant to this clause, the City shall pay the Consultant the amount determined as the total of the following:
  - 1. The cost of all work performed prior to the effective date of termination;
  - 2. The cost of settling and paying claims arising out of the termination; and
  - 3. A sum as profit on subdivision 1. above, determined to be fair and reasonable, provided however, that if the Consultant would have sustained a loss on the entire Agreement had it been completed, no profit shall be included or allowed under this subdivision 3., and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss. The total sum to be paid under this section shall not exceed the total price of this Agreement specified hereinabove, reduced by the amount of payments otherwise made, and further reduced by the value of work remaining incomplete at the time of the termination of this Agreement.

#### Section 2.602 Termination for Default

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Consultant shall default in the performance of this Agreement in accordance with its terms. Upon termination, the City may take over the work to be performed and complete the same by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby. The total fee payable to the Consultant under this Agreement upon such termination shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered to the City bears to the value of the work contemplated by this Agreement.

### ART. II, PART 7 GENERAL

#### Section 2.701 Prohibition Against Assignment

The Consultant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the City.

#### Section 2.702 Compliance With All Laws

The Consultant agrees that during the performance of the work required pursuant to this Agreement, the Consultant, and all employees working under the Consultant's direction shall strictly comply with all local, state, or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

#### Section 2.703 Successors

The City and the Consultant each bind their successors, executors, administrators and assigns in respect of all covenants of this Agreement.

#### Section 2.704 Interest of City and Consultant in Contract

The City and the Consultant agree that no member, officer, or employee of the City or of the Consultant or assignees agents shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

#### Section 2.705 Permits, Laws and Taxes

The Consultant shall be reimbursed for sales tax as a direct expense for equipment, supplies and materials that are purchased or rented and consumed in the course of completing work required by the scope of services set forth in Section 1.203. Payment requests for equipment, supplies, and materials shall include an invoice from the vendor or supplier from which such items were purchased or rented. The City reserves the right to reject the sales tax if invoice documentation is not adequate; if equipment, supplies, or materials are eligible for a tax exemption; or if the payment of the Consultant's cost is governed by other terms of this Agreement.

#### Section 2.706 Obligations Limited to Funds Available

The parties specifically agree that the Consultant's duty to perform work under this agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

#### Section 2.707 Extent of Agreement

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by its authorized agent. Section 2.708 HUD Approval as Condition Precedent

If this agreement is funded in part by HUD, it shall not be binding upon the parties until the United States Department of Housing and Urban Development has approved the release of funds for this contract. Such approval will only be granted after environmental clearance has been approved by HUD. The City shall issue a written Order to Proceed following such HUD approval. The Consultant shall not be reimbursed for expenses incurred for work performed prior to the issuance of such Order to Proceed.

#### Section 2.709 Law

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

#### Section 2.710 No Waiver

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

#### Section 2.711 Severability

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

#### Section 2.712 Debarment and Suspension

The Consultant certifies, by the signing of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day first written above.

THE CITY OF ROCHESTER

By:

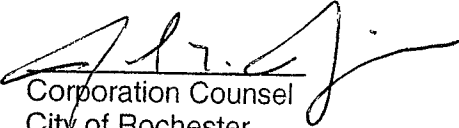
  
Robert J. Duffy - Mayor

LaBella Associates, PC

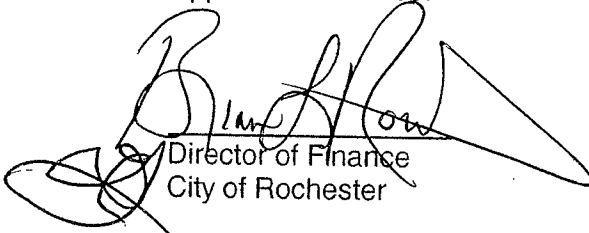
By:

  
Federal Tax Payer Id. No. 161115731

Approved As to Form:

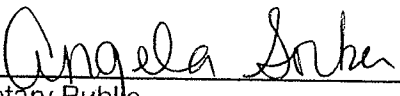
  
Corporation Counsel  
City of Rochester

Approved for Funds:

  
Director of Finance  
City of Rochester

STATE OF NEW YORK  
COUNTY OF MONROE

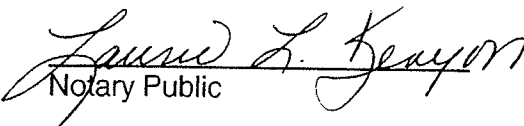
On this 19<sup>th</sup> day of June, 2009, before me, the subscriber, personally came ROBERT J. DUFFY, to me known, who being by me duly sworn, did depose and say that he resides in the City of Rochester, that he is the Mayor of the City of Rochester, the municipal corporation described in the above Agreement; that he signed his name thereto by authority of Ordinance No. 2009-80

  
Notary Public

**ANGELA SORBER**  
Notary Public, State of New York  
Monroe County  
Commission Expires April 6, 2011

STATE OF NEW YORK  
COUNTY OF MONROE

On this 8 day of June, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Sergio Esteban, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

Notary Public, State of New York  
Qualified in Orleans County, Reg# 5008484  
Certificate on File in Monroe County  
Commission Expires February 22, 2011

Appendix B

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
1996 CLEAN WATER/CLEAN AIR BOND ACT  
ENVIRONMENTAL RESTORATION PROGRAM  
STATE ASSISTANCE CONTRACT

IN RE:

Municipality Name: City of Rochester  
Site Name: Former Phototech Imaging Systems, Inc.  
Site Address: 1000 Driving Park Avenue  
Site Number: B00016 Contract Number: C 303768

This CONTRACT is made between the New York State Department of Environmental Conservation (Department), acting for and on behalf of the State, and the City of Rochester (Municipality), with offices located at City Hall, 30 Church Street, Rochester, NY 14614-1278.

**WHEREAS**, the Department is authorized by Article 56 of the New York State Environmental Conservation Law (hereinafter the "ECL") to enter into contracts on behalf of the State to provide State Assistance; and

**WHEREAS**, the Legislature has determined that the preservation, enhancement, restoration and improvement of the quality of the State's environment is one of government's most fundamental obligations; and

**WHEREAS**, the Legislature authorized the Department to enter into contracts with municipalities to provide State Assistance to them to develop and implement Environmental Restoration Program projects approved by the Department for eligible properties held in title by them; and

**WHEREAS**, Municipality has applied for State Assistance to develop and implement an Environmental Restoration Program project (Project), the purpose and scope of which is set forth in Schedule A (Scope of Work) of this Contract, on Site that is described in Appendix C by metes and bounds and by reference to a recorded map showing its boundaries and bearing the seal and signature of a licensed land surveyor; and

**WHEREAS**, Municipality agrees to undertake all work and to comply with all terms and conditions of this Contract; and

**WHEREAS**, Municipality submitted an approvable application for State Assistance, including submission of its documentation of its authorization to enter into this Contract, and of its authorization of the person signing the same to do so; and

**WHEREAS**, Municipality agrees that it will fund its portion of the cost of said Project in accordance with the cost-sharing provisions of Title 5 of ECL Article 56 and its regulations; and

**WHEREAS**, the Department's execution of this Contract is made in reliance upon the information provided by, and representations of, Municipality in its application papers and in this Contract; and

**WHEREAS**, Municipality has complied and commits to continue to comply with the requirements for State Assistance to municipalities established under Article 56 of the ECL.

**NOW, THEREFORE**, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Public Participation Plan

Municipality agrees to implement the Department-approved Public Participation Plan (Plan) for this Project in accordance with its terms, a copy of which plan is set forth in the work plan and incorporated into this Contract. The Plan must provide that if the Municipality elects not to proceed with remediation of the Site, the Municipality shall provide timely and accessible disclosure of the Municipality's decision and the results of the investigation to the interested public. The plan shall provide for adequate public notice of the Municipality's decision and availability of the investigation results for a period of no more than 45 days from the date of the notice. The plan shall provide an opportunity for submission of written comments to Municipality and the Department; and the Municipality shall file the notice of the results of the investigation in the office of the Recording Officer for the county or counties where the land is situated, as authorized by subdivision three of section three hundred sixteen-b of the Real Property Law.

II. Development, Performance and Reporting of Work Plans

A. Work Plan Requirements

Municipality shall prepare and implement the work plans ("Work Plan" or "Work Plans") under this Contract in accordance with the requirements of ECL Article 56 Title 5 and all applicable laws, rules, regulations, and guidance documents. The Work Plans shall be captioned as follows:

1. "Remedial Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of contamination at and emanating from the Site.
2. "Remedial Work Plan" if the Work Plan provides for the development and implementation of a Remedial Program for the Site.
3. "IRM Work Plan" if the Work Plan provides for an interim remedial measure; or
4. "Site Management Plan"

B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Contract shall be submitted within forty (40) days after the effective date of this Contract or such reasonable time as the Department may approve. Thereafter, Municipality can submit such other and additional work plans as it deems appropriate.

2. A proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. The Department shall use best efforts to approve, modify, or reject a proposed Work Plan within forty-five (45) Days from its receipt or within fifteen (15) days from the close of any public comment period, if applicable, whichever is later, or such reasonable time as the Department may approve. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be incorporated into and become an enforceable part of this Contract and shall be implemented in accordance with the schedule contained therein. If the Department disapproves a Work Plan, the reasons for such disapproval shall be provided in writing. In the event the Department disapproves a Work Plan, within twenty (20) days after receiving written notice of such disapproval, Municipality shall elect in writing to modify or expand it within 30 days of such disapproval notice, or complete any other Department-approved Work Plan(s).

3. A Site Management Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or the Remedial Work Plan.

4. During all field activities, Municipality shall have on-Site a representative who is qualified to supervise the activities undertaken. Such representative may be an employee or a consultant retained by Municipality to perform such supervision.

C. Revisions to Work Plans

If revisions to a Work Plan are required to satisfy the objectives of such Work Plan, the parties will negotiate revisions which shall be attached to and incorporated into the relevant Work Plan and which shall be enforceable under this Contract.

D. Progress Reports

Municipality shall submit a written progress report of its actions under this Contract to the parties identified in Paragraph XV by the 10<sup>th</sup> Day of each month commencing with the month subsequent to the approval of the first Work Plan, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Municipality in connection with this Site, whether under this Contract or otherwise, in the previous reporting period, including quality assurance/quality control information, information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule, efforts made to mitigate such delays, and information regarding activities undertaken in support of the Public



Participation Plan during the previous reporting period and those anticipated for the next reporting period.

E. Submission of Final Reports

1. In accordance with the schedule contained in a Work Plan, Municipality shall submit a final report that shall include but not be limited to: all data generated relative to the Site and all other information obtained as part of the implementation of the subject Work Plan; all of the assessments and evaluations required by the subject Work Plan; a statement of any additional data that must be collected; and "as-built" drawings. The final report for an Investigation Work Plan shall contain a certification by the person with primary responsibility for the day to day performance of the activities under this Contract that those activities were performed in full accordance with the Investigation Work Plan, and all other Work Plan final reports shall contain a certification made by a Professional Engineer with primary responsibility for the day to day performance of the activities under this Contract that all such activities were performed in full accordance with the Department approved Work Plan.

2. Within sixty (60) days of the Department's approval of a final report or such reasonable time as the Department may approve, Municipality shall submit such additional Work Plans as it proposes to implement.

F. Remedial Investigation/Alternatives Analysis Report

Municipality shall develop an Remedial Investigation/Alternatives Analysis Report ("RI/AAR") and submit such evaluation to the Department for review and approval as a Final Report on the Investigation of the Site.

G. Review of Submittals Other Than Work Plans

1. The Department shall timely notify Municipality in writing of its approval or disapproval of each submittal other than a Work Plan. All Department-approved submittals shall be incorporated into and become an enforceable part of this Contract.

2. If the Department disapproves a submittal covered by this Subparagraph, it shall specify the reasons for its disapproval and may request Municipality to modify or expand the submittal. Within twenty (20) days after receiving written notice that Municipality's submittal has been disapproved, Municipality shall elect in writing to: (i) modify or expand it within 30 days of such disapproval notice; (ii) complete any other Department-approved Work Plan(s); or (iii) invoke dispute resolution pursuant to Paragraph XVII. If Municipality submits a revised submittal and it is disapproved, the Department and Municipality may pursue whatever remedies may be available under this Contract or under law.

H. Department's Determination of Need for Remediation

The Department shall determine upon its approval of the Alternatives Analysis Report dealing with the investigation of the Site whether remediation, or additional remediation as the case may be, is needed for protection of public health and the environment.

1. If the Department makes a determination that remediation, or additional remediation, is not needed for protection of public health and the environment, it shall prepare for public comment a Proposed Remedial Action Plan ("PRAP") setting forth that No Further Action is an appropriate remedy for the Site. If the proposed remedy for the Site remains the same after the public comment period has passed and a Responsiveness Summary has been prepared, the Department shall issue a Record of Decision ("ROD") containing such "No Further Action" remedy. This Contract shall then terminate upon the Department's issuance of a Satisfactory Completion of Project letter.

2. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, the Department shall prepare for public comment a PRAP, setting forth that No Further Action is an appropriate remedy for the Site as long as certain institutional and engineering controls, if necessary, are implemented. If the proposed remedy for the Site remains the same after the public comment period has passed and a Responsiveness Summary has been prepared, the Department shall issue a ROD and Municipality shall implement a "Site Management Plan", if required by the Department to ensure sufficient protection of the public health and the environment. Municipality shall satisfy the requirements of Paragraph XIII of this Contract with respect to causing an Environmental Easement to be filed and furnishing proof of filing to the Department. Upon receiving proof that Municipality has complied with Paragraph XIII of this Contract, this Contract shall terminate upon the Department's issuance of a Satisfactory Completion of Project letter.

3. If the Department determines that remediation, or additional remediation, is needed, the Department shall prepare a PRAP for public comment setting forth the Department's preferred remedial alternative for the Site. Within 60 days of the Department's issuance of a ROD, Municipality may elect to submit for review and approval a proposed Remedial Work Plan to conduct an Environmental Restoration Program remediation project on the Site.

i. If Municipality elects not to submit or negotiate a proposed Remedial Work Plan under this Subparagraph, then Municipality shall comply with the Public Participation requirements under Paragraph I of this Contract; implement a "Site Management Plan", if required by the Department to ensure sufficient protection of the public health and the environment; and Municipality shall satisfy the requirements of Paragraph XIII of this Contract with respect to causing an Environmental Easement to be filed and furnishing proof of filing to the Department. Upon receiving proof that Municipality has complied with Paragraphs I and XIII of this Contract, this Contract shall terminate in accordance with the terms of Paragraph XVI.A. This Contract shall then terminate upon the Department's issuance of a Satisfactory Completion of Project letter.

ii. If Municipality elects to submit and implement an approvable Remedial Work Plan under this Subparagraph, it shall deliver to the Department an application to undertake an Environmental Restoration Program remediation project, as defined in the most recent version of the Department's Procedures Handbook for Environmental Restoration Program Projects" available at the time of the application for State Assistance. If the application is approved, the Department shall notify Municipality in writing and the Remedial Work Plan shall be incorporated into and become an enforceable part of this Contract

#### I. Submission of Annual Reports, If Required

In the event that the remedy for the Site, if any, or any Work Plan for the Site requires a Site Management Plan as a consequence of operation, maintenance, and monitoring requirements, including reliance upon institutional or engineering controls, Municipality shall file an annual report on the 1<sup>st</sup> day of the month following the anniversary of the start of the Site Management Plan and continuing until the Department notifies Municipality in writing that such annual report may be discontinued. Such annual report shall be signed by a Professional Engineer or by an expert approved by the Department to perform that function and certified under penalty of perjury that the institutional and/or engineering controls are unchanged from the previous certification and that nothing has occurred that would impair the ability of such controls to protect public health and the environment or constitute a violation or failure to comply with the approved Site Management Plan. Municipality shall notify the Department within twenty-four (24) hours of discovery of any breach, upset, interruption, or termination of one or more controls without the prior approval of the Department. Further, Municipality shall take all actions required by the Department to maintain conditions at the Site that achieve the objectives of the remedy and/or the Work Plan and are protective of public health and the environment. An explanation of such upset, interruption, or termination of one or more controls and the steps taken in response shall be included in the foregoing notice and in the annual report required by this Subparagraph as well as in any progress reports required by Paragraph II.D.. Municipality can petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a Professional Engineer stating that such controls are no longer necessary. The Department shall not unreasonably withhold its approval of such petition.

#### III. Contemplated Use

The Municipality represents that the Site will be used for: industrial use (the Contemplated Use), and Municipality agrees for itself and for its lessees and successors in title that any proposed change to the Contemplated Use shall be governed by the provisions of ECL 56-0511 and any implementing regulations thereto.

#### IV. Enforcement and Force Majeure

This Contract shall be enforceable as a contractual agreement under the laws of the State of New York. The Municipality shall not suffer any penalty or be subject to any proceeding or action if it cannot comply with any requirement of this Contract as a result of a Force Majeure Event provided it notifies the Department in writing within ten (10) days of when it obtains knowledge of any such event. The Municipality shall include in such notice the measures taken and to be taken to prevent or minimize any delays and shall request an appropriate extension or modification of this Contract. The Municipality shall have the burden of proving by a preponderance of the evidence that an event qualifies as a Force Majeure Event pursuant to this Paragraph.

#### V. Entry upon Site

A. The Municipality hereby agrees to provide access to the Site and to all relevant information regarding activities that may have involved contaminants at the Site in accordance with the provisions of ECL 56-0515. Such access shall be for purposes of ensuring that the Site is

investigated and remediated in accordance with Department-approved plans, that any Site Management Plan for the conditions on such Site is being implemented satisfactorily, that the engineering and/or institutional controls are continually maintained in the manner the Department may require, that no person has engaged or is engaging in any activity that is not consistent with restrictions placed upon the use of the Site or that will or that reasonably is anticipated to: prevent or interfere significantly with a proposed, ongoing or completed project; or expose the public health or the environment to a significantly increased risk of harm or damage from such Site. The Department may carry out any measures necessary to return the Site to a condition sufficiently protective of human health, in accordance with ECL 56-0509.4; and neither the Municipality nor any of successors in title, lessees or lenders shall interfere with such access.

B. The Department shall have the right to periodically inspect the Site to ensure that the use of the Site complies with the terms and conditions of this Contract; such right of inspection shall survive termination of this Contract.

#### VI. State Assistance Amount

The Commissioner shall pay the Municipality for its Eligible Costs in conducting the Project in an amount not to exceed three million three hundred ninety-six thousand five hundred sixty-seven dollars (\$3,396,567), which amount has been determined by the Commissioner to be up to 90 percent of the estimated Eligible Costs for on-site work and up to 100 percent of the Eligible Costs of any off-site work directed by the Department to be undertaken outside the boundaries of the Site that is approved by the Department. The Department shall not pay for work that is not an Approved Activity, as defined in the "Glossary" which is attached and made a part of this Contract. The Department shall not pay for Department-approved proposed work that was not completed to the Department's satisfaction. Municipality may contribute its share of the Eligible Costs of the project from sources deemed eligible pursuant to Article 56 and its regulations thereto. If the final Eligible Costs are lower than those used to calculate the estimated Eligible Costs amount, the parties agree to either amend this State Assistance Contract to apply the same percentage shown above to the final Eligible Costs in order to determine the revised contract amount if the project is ongoing, or to reimburse the Municipality based on the final Eligible Costs and disencumber the unexpended contract amount and close out the contract, if the project is completed. Upon request by the Department, the Municipality agrees to execute and return the Contract Amendment to the Department within 90 days of receipt of a Contract Amendment that will identify the revised Contract amount.

#### VII. Reimbursement of Costs

A. State Assistance shall be provided to the Municipality in accordance with Schedule B - "Payment Schedule", which is attached and made a part of this Contract and the Record Keeping and Payment Guide. All claims for reimbursement shall be accompanied by documentation which substantiates the eligibility of costs claimed to date, as required by the Department and the Office of the State Comptroller. The voucher must be signed by a duly authorized person.

B. If upon final audit of the Project by the Office of the State Comptroller, the Department determines that overpayment above the amount due has occurred, the Municipality shall make full repayment to the State of New York, through the Department and for deposit into

an appropriate account within sixty (60) days of notification of the Municipality by the State of such overpayment, or at such later date agreed upon by the parties, if the parties agree to a later date, and in accordance with the payment procedures, schedules and policies of the Municipality.

#### VIII. Disposition of Site

A. In the event that there is a Disposition of the Site or any portion of such Site, the amount of State Assistance shall be recalculated using the value of the Disposition of the Site. The Department has the option of either reducing the amount of the Contract if the project is ongoing or requesting reimbursement of the amount owed. The amount of money owed the State is the difference between the value of the disposition of the Site less the Municipality's cost of the Site including taxes owed to the Municipality upon acquisition and the Municipality's share of the cost of this Project up to the amount reimbursed by the State to the Municipality under this Contract. For purposes of this subparagraph, the "value of the Disposition of the Site", or that portion of the Site that is disposed, consists, if the Site is disposed by transfer of title, of the higher of the Site's sale price or the Site's fair market value at time of sale; or, if the Site is disposed by lease, the higher of the present worth of the stream of rent over a 30 year period beginning the effective date of this Contract or the present worth of the fair market value of the stream of rent over the same 30 year period. However, if the Site is located in an economic development zone or in a zone equivalent area, as those terms are defined in sections 957 and 959(bb), respectively, of the general municipal law; or if the Site is located in a project area that is the subject of a redevelopment plan approved by the Municipality's legislative body under Article 18-B of the general municipal law; or if the Site will be used to maintain or expand the supply of housing for persons of low income and families of low income as section 2 of the private housing finance law defines them, then if the Site is disposed by sale, the "value of the Disposition of the Site", or that portion of the Site that is disposed, consists of the Site's sale price, and if the Site is disposed by lease, the present worth of the stream of rent over a 30 year period beginning the effective date of this Contract.

B. If the Municipality disposes of the Site by sale to a responsible party, the Municipality shall collect from such responsible party, in addition to such other consideration, an amount of money constituting the amount of State Assistance provided to the Municipality under this Contract plus accrued interest and transaction costs and the Municipality shall pay such funds immediately to the Department for deposit into an appropriate account.

#### IX. Force Account

The Municipality shall seek prior Department approval of any proposal to use the Municipality's employees to perform Project related activities. Municipal administrative costs associated with the Project are not eligible for reimbursement. The Department will not approve such proposals unless the Municipality can demonstrate that the Municipality's employees possess the necessary competence to perform the work in question and that the work can be more economically performed and done on a timely basis by the use of the Municipality's employees. The cost of any work performed by the Municipality's employees which has not received prior written Department approval shall be excluded from the Project's Eligible Cost used to calculate the State Assistance for the Project until such time, if ever, that the Department approves the use of such Municipality's employees. If written Department approval is given to use the

Municipality's employees for a specified task or activity, the Municipality shall maintain such records as the Department may require to document the costs of such use.

X. Cost Recovery

A. The State hereby reserves the right to seek to recover the full amount of any State Assistance provided under this Contract through litigation brought under Article 56 of the ECL or other statute or under the common law, or through cooperative agreements, with responsible parties, other than the following:

1. Municipality; and
2. any successor in title to the Site, any lessee of the Site, and any person that provides financing to the Municipality, such successor in title, or such lessee relative to the remediation, restoration, or redevelopment of the Site, that did not generate, arrange for, transport, or dispose, and did not cause the generation, arrangement for, transportation, or disposal of any contaminants located at the Site and did not own the Site before the Municipality acquired title to the Site.

B. The Municipality shall assist the Department and/or the State in compelling responsible parties to bear the cost of the Project by providing upon request by the Department all information that exists as of the start of the term of this Contract that identifies the Site's responsible parties and all other information acquired during the course of the Project's implementation.

C. The Municipality may make efforts to recover response costs from responsible parties. The Municipality hereby agrees to provide the Department with timely advance written notice of any negotiations, proposed agreements, proposed settlements or legal action by which recovery is sought. The Municipality further agrees not to commence such legal action nor enter into any such proposed agreement or settlement without the approval of the Department.

D. If any responsible party payments and/or other responsible party consideration become available to the Municipality which were not included in the calculation of State Assistance pursuant to Paragraph VI of this Contract, the Municipality shall immediately notify the Department of such availability, the Department shall recalculate the amount of State Assistance. The Department has the option of either reducing the Contract amount if the project is ongoing or requesting reimbursement of the amount owed to the State, for deposit in an appropriate account. The State will calculate the amount owed by the Municipality based on the recalculated State assistance amount and the amount the State has reimbursed the Municipality as of the date the recalculation is made. If the Municipality shall fail to make such repayment within sixty (60) days of notification, the Department may take measures provided for by the law of the State of New York relating to the recovery of unrepaid State Assistance. The Municipality agrees that it will immediately notify the Department in writing of its receipt of reimbursement from other sources for any expenditure for which State Assistance may be provided under this Contract.

## XI. Liability Protection

The Municipality shall be entitled to the liability protections set forth at ECL 56-0509, subject to the terms and conditions stated therein, upon receipt of a Satisfactory Completion of Project letter from the Department.

## XII. Change of Use

The Municipality shall notify the Department at least sixty (60) days in advance of any change of use as defined in ECL 56-0511, which is proposed for the Site. In the event the Department determines that the proposed change of use is prohibited, the Department shall notify the Municipality of such determination within forty-five (45) days of receipt of such notice.

## XIII. Environmental Easement

A. Within thirty (30) days after the Department's approval of a Work Plan which relies upon one or more institutional and/or engineering controls, or within thirty (30) days after the Department's determination pursuant to Subparagraph II.H. that additional remediation is not needed based upon use restrictions, the Municipality shall submit to the Department for approval an Environmental Easement in a form provided by regulation of the Department to run with the land in favor of the State, along with a current title report prepared by a title company licensed to do business in New York State, title insurance, an adequate legal description of the Site and a current survey bearing the seal and signature of a licensed land surveyor. The Municipality's submittal shall satisfy the statutory and regulatory requirements of law as set forth in ECL Article 71, Title 36 and 6 NYCRR Part 375. Within thirty (30) days after the Department approves the Municipality's proposed Environmental Easement, the Municipality shall cause such instrument to be recorded with the recording officer for the county in which the Site is located. The Municipality shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy within thirty (30) days of such recording.

B. The Municipality or the owner of the Site may petition the Department to modify or extinguish the Environmental Easement filed pursuant to this Contract at such time as it can certify that the Site is protective of human health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer. The Department will not unreasonably withhold its consent.

C. In the event that engineering and/or institutional controls are components of the remedy selected in the Department's Record of Decision pertaining to the Site, the Municipality will cause the development of a plan and submission to the Department for its review and approval to ensure that such controls are continually maintained in the manner satisfactory to the Department. The Municipality and its successors in title, lessees and lenders are prohibited from challenging the imposition or continuance of such controls, and failure to implement the Department-approved plan or to maintain such controls constitute a violation of this Contract and for the duration of such failure, ECL 56-0509.1 shall have no force and effect.

#### XIV. Site Lease/Transfer Conditions

The Municipality shall not enter into any lease or transfer title to, the Site or any portion of it until the Municipality binds itself and its lessees and its successors in title, to the following conditions: that

1. the Site will not be used for any purpose until it is remediated, except that the Site may continue to be used for the purpose for which it is being used as of the start of the term of this Contract if the Department determines that the existing state of contamination is such as not to prohibit such use from continuing, giving due regard for human health and environmental protection;

2. if, before the Site's remediation is completed to the Department's satisfaction,

i. The Municipality wishes to subdivide the Site into separate parcels, it may do so after having submitted a document approved by the Department in form and substance for State Assistance to remediate the Site. However, a contaminated parcel of the subdivided Site cannot be used until the Department-determined remedial objectives for that parcel are met to the Department's satisfaction within such time period as the Department may require.

ii. The Municipality's successor in title that itself is not a municipality wishes to subdivide the Site into separate parcels, that successor in title must first agree to remediate all such parcels under Department oversight in accordance with the Department's Record of Decision and any such parcel cannot be used until such successor in title meets the parcel's Department-determined remedial objectives to the Department's satisfaction within such time period as the Department may require; and

iii. the Site will not be used for any purpose requiring a level of residual contamination lower than that serving as the basis for the remediation identified in the Department's Record of Decision pertaining to the Site.

#### XV. Communications

A. All written communications required by this Contract shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from Municipality shall be sent to:

Todd M. Caffoe, P.E., Project Manager  
NYSDEC - Region 8 Headquarters  
6274 East Avon-Lima Road  
Avon, New York 14414



Correspondence Only  
Bartholmcw H. Putzig, P.E.  
Regional Hazardous Waste Remediation Engineer  
NYSDEC - Region 8 Headquarters  
6274 East Avon-Lima Road  
Avon, New York 14414

Gary Litwin  
Bureau of Environmental Exposure Investigation  
New York State Department of Health  
Flanigan Square  
547 River Street  
Troy, New York 12180-2216

Correspondence only  
Mary von Wergers, Program Attorney  
New York State Department of Environmental Conservation  
Division of Environmental Remediation  
625 Broadway  
Albany, New York 12233-7012

2. Communication from the Department to Municipality shall be sent to:

Joseph Biondolillo  
Senior Environmental Specialist  
City of Rochester, Division of Environmental Quality  
30 Church Street - Room 300B  
Rochester, New York 14614-1278

Correspondence Only  
Mark Gregor  
Manager, Division of Environmental Quality  
30 Church Street - Room 300B  
Rochester, New York 14614-1278

B. The Department and Municipality reserve the right to designate additional or different addressees for communication on written notice to the other.

C. Each party shall notify the other within ninety (90) days after any change in the addresses listed in this Paragraph.

## XVI. Termination of Contract

A. If the Municipality complies with the requirements of applicable State and federal laws and regulations and with the terms of this Contract, the Department shall issue a Satisfactory Completion of Project letter. This Contract shall terminate when the Department issues this letter, and the parties agree that, upon termination, the Municipality, successor in title, lessees and lender shall be entitled to the liability limitation benefits set forth at ECL 56-0509, subject to the terms and conditions stated therein.

B. Without prejudice or waiver of any other rights the State has - if the Municipality fails to comply with any of the requirements of applicable State or federal laws and regulations or with any of the requirements of this Contract or if without good cause as determined by the Department, the Municipality has:

1. failed to proceed with the Project as scheduled and/or approved, or
2. changed the Project or any portion thereof without the Department's prior written approval,

the Department shall provide written notification to the Municipality of its breach of contract, setting forth in writing the basis for termination of the Contract and allowing the Municipality a reasonable and specific amount of time within which to cure its breach. Payments under this Contract shall be suspended until the Municipality has cured its breach. If the Municipality does not cure its breach of contract within the period of time allowed by the Department, this Contract shall terminate on the 5<sup>th</sup> day after the Municipality's receipt of another letter from the Department notifying the Municipality that the time to cure its breach of contract has passed ("Termination Letter"). The Department shall notify the Municipality of the amount of money that the Municipality owes the State for repayment of State Assistance provided under this Contract and for the Department's oversight costs and for any other costs incurred by the State in administering and terminating the Municipality's Environmental Restoration Program project ("Demand Letter"). The Municipality agrees that if this Contract is terminated by the Department under this Subparagraph B:

- i. the Municipality, a successor in title, lessee and lender are not entitled to claim any liability limitation benefits provided under ECL 56-0509 because the Municipality has failed to satisfy the requirement of ECL 56-0509 (1)(a)(I) to comply with all of the terms and conditions of the contract providing State Assistance under ECL Article 56,
- ii. the Department shall withhold all further State Assistance under this Contract, and
- iii. the Municipality shall make repayment of any State Assistance already paid under this Contract and other State costs, with interest thereon as provided by law, within 45 days of the Municipality's receipt of the Department's Demand Letter.

C. If this Contract is terminated, the following Paragraphs and Subparagraphs shall survive such termination: II(I), III, IV, V, VI, VII, VIII, X, XII, XIII, XIV, XV, and XVII(A).

## XVII. Miscellaneous

A. If the information provided and any certifications made by the Municipality are not materially accurate and complete, this Contract, except with respect to the Municipality's obligations according to the provisions of the Paragraphs that the parties have expressly agreed will survive termination of this Contract, shall be null and void *ab initio* fifteen (15) days after the Department's notification of such inaccuracy or incompleteness, unless the Municipality submits information within that fifteen (15) day time period indicating that the information provided and the certifications made were materially accurate and complete. In the event this Contract is rendered null and void, any Satisfactory Completion of Project letter that may have been issued under this Contract shall also be null and void *ab initio*, and the Department shall reserve all rights that it may have under law.

B. The Municipality shall allow the Department to attend, and shall notify the Department at least seven (7) days in advance of, any field activities to be conducted pursuant to this Contract, as well as any pre-bid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting; nothing in this Contract shall be construed to require the Municipality to allow the Department to attend portions of meetings where privileged matters are discussed.

C. The Municipality shall register all known petroleum storage tanks on the Site pursuant to 6 NYCRR 612.2, register all known chemical storage tanks on the Site pursuant to 6 NYCRR 596.2, and properly close all such known tanks, if out-of-service, pursuant to 6 NYCRR 613.9 (in the case of petroleum storage tanks) or 6 NYCRR 598.10 (in the case of chemical storage tanks) within the approved FI/RAA Work Plan schedule.

D. The Municipality shall remove and properly dispose of hazardous waste found to be stored on the Site in containment vessels other than known storage tanks (such as drums, transformers, sumps, and pits), or where petroleum storage tanks or chemical storage tanks are discovered on the Site during the course of the Project and such tanks contain hazardous waste, in accordance with all applicable State and federal requirements.

E. The Department may exempt the Municipality from the requirement to obtain any State or local permit or other authorization for any activity conducted pursuant to this Contract that (i) is conducted on the Site or on different premises that are under common control or contiguous to or physically connected with the Site and such activity manages exclusively contaminants from such Site, and (ii) satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit, as determined by the Department.

F. The Municipality shall use "best efforts" to obtain all Site access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations necessary to perform Municipality's obligations under this Contract. If, despite the Municipality's best efforts, any access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations required to perform this Contract are not obtained, the Municipality shall promptly notify the Department, and include a summary of the steps taken to obtain access. The Department may, as it deems appropriate and within its authority, assist the Municipality in obtaining access. If an interest in Site is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require the Municipality to

modify the Work Plan pursuant to Subparagraph II.C of this Contract to reflect changes necessitated by the lack of access and/or approvals.

G. The Municipality shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Contract.

H. The Municipality shall provide a copy of this Contract to each subcontractor hired to perform work required by this Contract and shall condition all contracts entered into to carry out the obligations identified in this Contract upon performance in conformity with the terms of this Contract. The Municipality shall provide written notice of this Contract to all subcontractors hired to perform any portion of the work required by this Contract. Municipality shall nonetheless be responsible for ensuring that the Municipality's subcontractors perform the work in satisfaction of the requirements of this Contract. The Municipality shall also insert in its contract with its consultant for the Project the clause for conflict of interest found in Appendix B.

I. The Municipality shall, before the start of any Approved Activity, require each consultant and subcontractor to secure and deliver to the Municipality a policy (or policies) of insurance issued by an insurance company licensed to do business in the State and acceptable to the State that shall name the Municipality and the State as additional insured. See Division of Environmental Remediation guidance, as may be amended, for descriptions of types of insurance required and their minimum limits. The Municipality shall provide the Department with a copy of the applicable certificate(s) of insurance for its review prior to the commencement of the Project. The Municipality shall provide copies of the applicable insurance policies to the Department upon request.

J. The paragraph headings set forth in this Contract are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Contract.

K. 1. The terms of this Contract shall constitute the complete and entire Contract between the Department and the Municipality concerning the implementation of the activities required by this Contract. No term, condition, understanding, or agreement purporting to modify or vary any term of this Contract shall be binding unless made in writing and subscribed by both parties and approved by the State Comptroller. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving the Municipality of the Municipality's obligation to obtain such formal approvals as may be required by this Contract. In the event of a conflict between the terms of this Contract and any Work Plan submitted pursuant to this Contract, the terms of this Contract shall control over the terms of the Work Plan(s). The Municipality consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Contract.

2. i. Except as set forth herein, if the Municipality desires that any provision of this Contract be changed, other than a provision of a Work Plan, the Municipality shall make timely written application to the parties listed in Subparagraph XV.A.1.

ii. Changes to the Work Plan shall be accomplished as set forth in Subparagraph II.C of this Contract.

L. Unless otherwise expressly provided herein, terms used in this Contract which are defined in ECL Article 56 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

M. The Municipality's obligations under this Contract represent payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty.

N. All work performed in relation to the Project by the Municipality or its agents, representatives, or contractors shall conform to all applicable federal, State and local laws, ordinances, rules and regulations, and standards, including permit requirements. This Contract does not constitute a permit and does not confer upon the applicant the right to engage in the Contemplated Use or any other use of the Site for any particular purpose.

O. The Municipality shall ensure that any identifying signs will note that portions of the Project were assisted by the State under the Clean Water / Clean Air Bond Act of 1996.

P. All approved work plans, final reports shall be submitted to the Department in an electronic format acceptable to the Department within thirty (30) days of approval of such final report. In addition, the Department may require other site related documents to be submitted electronically. If any document cannot be converted into electronic format, the Municipality shall so advise the Department and, if the Department concurs, submit such document in an alternative format acceptable to the Department.

Q. No delay or omission on the part of either party in exercising any right under this Contract shall operate as a waiver of such right or of any other right under this Contract. A waiver on any occasion shall not be construed as a bar to or a waiver of any right and/or remedy on any other occasion. No waiver or consent shall be binding unless it is in writing and executed by the Department and the Municipality.

R. Appendix A - "Standard Clauses for All New York State Contracts"; Appendix B - "Standard Clauses for All New York State Department of Environmental Conservation Contracts"; Rider to Appendix B - "Standard Clauses for All New York State Department of Environmental Conservation Contracts for Environmental Restoration Projects"; Appendix C - "Legal Description of Site"; Schedule A - Scope of Work; Schedule B - "Payment Schedules"; and the "Glossary" are attached to and hereby made a part of this Contract as if set forth fully herein.

S. In the case of an application for State Assistance for an Environmental Restoration Program remediation project, the Municipality shall submit evidence of its compliance with the requirements of the State Environmental Quality Review Act ("SEQR").

T. This Contract may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

U. The term of this Contract shall start August 27, 2007. This Contract shall end on December 31, 2010. This Contract will be effective upon approval and filing by the State Comptroller in accordance with Section 112 of the State Finance Law. The Municipality agrees to proceed expeditiously with and to complete the Project in accordance with Work Plans approved by the Department, and any revisions thereto, and to carry out its other obligations under this Contract.

In witness whereof, the parties have signed this Contract on the date indicated opposite each signature. The signatory for the Department provides the following Agency Certification: "In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

**FOR MUNICIPALITY**

State of New York )  
 ) ss:  
 County of Richmond )

By: [Signature]  
 Title: Mayor  
 Date: 04/24/2008

On this 24th day of September, 2007, before me, the undersigned, personally appeared ROBERT W. DiNapoli (name) or (names) personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

**MARIA CALABRESE**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
 NO. 01CA6117153  
**QUALIFIED IN RICHMOND COUNTY**  
**COMMISSION EXPIRES 10-16-2008**

By: [Signature]  
 Signature and office of the individual taking acknowledgment  
 Date: 04/24/2008

**FOR DEPARTMENT**

By: [Signature]  
 Title: DIRECTOR of Mgmt & Budget  
 Date: April 1, 2008

Approved as to form:

Approved:  
 Thomas P. DiNapoli  
 State Comptroller

NYS Department of Law

NYS Office of the State Comptroller

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

APPROVED AS TO FORM  
 NYS ATTORNEY GENERAL  
 APR 11 2008  
 PETER FAVRETTO  
 ASSOCIATE ATTORNEY

APPROVED  
 DEPT. OF AUDIT & CONTROL  
 APR 18 2008  
 FOR THE STATE COMPTROLLER

The contract is not effective until it is approved by the NYS Office of the State Comptroller and filed in his office (Section 112, State Finance Law).

**STANDARD CLAUSES FOR NYS 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 word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. 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 moneys due hereunder for a second or subsequent violation.

6. **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 Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement 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 supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and 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 the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**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.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.



**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX B  
(For DER ERP Contracts)  
Standard Clauses for All New York State Department  
of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. **Postponement, suspension, abandonment or termination by the Department:** The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall immediately stop work, take steps to incur no additional obligations, and to limit further expenditures. Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. **Indemnification and Holdharmless** The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any acts or omissions of the Contractor, its agents, employees, or subcontractors in the performance of this contract which are shown to have been the result of negligence, gross negligence or reckless, wanton or intentional misconduct; except that the Contractor shall not be obligated to so indemnify and save harmless with respect to those matters described in ECL 56-0509.1 during those periods in which the protection afforded under ECL 56-0509.1 is in effect.

III. **Conflict of Interest (a) Organizational Conflict of Interest.** To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) **Personal Conflict of Interest:** The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual, or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The

IV. **Requests for Payment** All requests for payment by the Contractor must be submitted on forms supplied and approved by the Department. Each payment request must contain such items of information and supporting documentation as are required by the Department, and shall be all-inclusive for the period of time covered by the payment request.

V. **Compliance with Federal requirements** To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause.

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

VII. **Article 15-A Requirements** The terms contained in this clause shall have the definitions as given in, and shall be construed according to the intent of Article 15-A of the Executive Law, 5 NYCRR Part 140, et seq., Article 52 of the Environmental Conservation Law and 6 NYCRR Part 615, et seq., as applicable, and any goals established by this clause are subject to the intent of such laws and regulations.

(a) If the maximum contract price herein equals or exceeds \$25,000, and this contract is for labor, services, supplies, equipment, or materials; or

(b) If the maximum contract price herein equals or exceeds \$100,000 and this contract is for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon: then

(c) The affirmative action provisions and equal employment opportunity provisions contained in this paragraph and paragraphs (d) and (e) of this clause shall

be applicable within the limitations established by Executive Law §§312 and 313 and the applicable regulations.

(1) The Contractor is required to make good faith efforts to subcontract at least 8.8 % of the dollar value of this contract to Minority Owned Business Enterprises (MBEs) and at least 8.8 % of such value to Women Owned Business Enterprises (WBEs).

(2) The Contractor is required to make good faith efforts to employ or contractually require any Subcontractor with whom it contracts to make good faith efforts to employ minority group members for at least 10 % of, and women for at least 10 % of, the workforce hours required to perform the work under this contract.

(3) The Contractor is required to make good faith efforts to solicit the meaningful participation by enterprises identified in the NYS Directory of Certified Businesses provided by:

Empire State Development Corp.  
Div. Minority & Women's Business Development  
30 South Pearl Street  
Albany, New York 12245  
Phone: (518) 292-5250  
Fax: (518) 292-5803  
and  
Empire State Development Corp.  
633 Third Avenue  
New York, NY 10017  
Phone: (212) 803-2414  
Fax: (212) 803-3223  
internet: [www.empire.state.ny.us/esd.htm](http://www.empire.state.ny.us/esd.htm)

(d) The Contractor agrees to include the provisions set forth in paragraphs (a), (b) and (c) above and paragraphs (a), (b), and (c) of clause 12 of Appendix A in every subcontract in such a manner that the provisions will be binding upon each Subcontractor as to work under such subcontract. For the purpose of this paragraph, a "subcontract" shall mean an agreement providing for a total expenditure in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon in which a portion of the Contractor's obligation under a State contract is undertaken or assumed.

(e) The Contractor is required to make good faith efforts to utilize the MBE/WBEs identified in the utilization plan to the extent indicated in such plan, and otherwise to implement it according to its terms. The

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
1996 CLEAN WATER/CLEAN AIR BOND ACT  
ENVIRONMENTAL RESTORATION PROGRAM  
STATE ASSISTANCE CONTRACT

APPENDIX C

Proof of Ownership

Enclosed and referenced as Appendix C are the following appropriate documents:

1. A deed indicating that the municipality holds title to the property. If a municipality obtains "temporary incidents of ownership", the Order of the Court signed by the judge and showing a stamp that it has been filed will replace the deed.
2. A certification of ownership signed by the municipal attorney.
3. A title report prepared by a New York State licensed title company naming New York State as an insured party.
4. A survey of the property prepared by a licensed surveyor and a survey endorsement within the past 3 months, unless the survey is dated within the past year.
5. A metes and bounds description of the property (NOTE: **For investigation projects only**, if the municipality does not have a survey and/or metes and bounds description for the property, we can accept the tax identification number or section, block, and lot number in the County in which it is located in order to execute the SAC. However, in these cases, completing the survey and/or metes and bounds description must be a milestone in the investigation work plan. For all remediation projects, we must have a metes and bounds description and a recent survey in order to execute the SAC).

TAX FORECLOSURE DEED

L89031380  
8-11-97

Made this 7th day of August, 1997, between LINDA S. KINGSLEY, as Corporation Counsel of the City of Rochester, with offices at 400A City Hall, Rochester, New York 14614, grantor, and CITY OF ROCHESTER, a municipal corporation with offices at 30 Church Street, Rochester, New York 14614, grantees,

WITNESSETH:

WHEREAS, an action entitled "In the Matter of the Foreclosure of Tax Liens Pursuant to Title 4 of Part E of Article IX of the Charter of the City of Rochester - List of Delinquent Taxes as of July 1, 1996", Index No. 3430/97, was duly brought in Supreme Court, Monroe County, by the Corporation Counsel for the foreclosure of certain tax liens, by the due filing of a List of Delinquent Taxes in the office of the Monroe County Clerk on April 3, 1997, and due publication of public notice of foreclosure on April 3, 1997, and other subsequent dates, and due mailing thereof to owners and lienors of all property affected, and

WHEREAS, at a term of the said court held at the Hall of Justice, in the City of Rochester, New York on June 18, 1997, a Judgment was duly rendered, wherein it was adjudged, among other things, that the parcel listed on said Judgment be sold at public auction pursuant to Section 9-143 of the City Charter, and that the grantor, as Corporation Counsel of the City of Rochester, execute and deliver a deed for each parcel, conveying to the purchaser at the auction title to the parcel, and

WHEREAS, the said Judgment was duly entered in the Monroe County Clerk's Office on June 28, 1997, and

WHEREAS, a public auction was duly conducted by the City Treasurer on July 30, 1997, pursuant to the above-referenced Judgment, and the grantee submitted the highest responsible bid on the parcel or parcel of property listed below, and has duly paid the amount of such bid to the City Treasurer,

NOW, THEREFORE, the grantor, by virtue of and in pursuance of the aforesaid Judgment and the provisions of the Charter of the City of Rochester, does hereby grant and convey unto the grantee, the grantee's successors and assigns, a full and complete title in and to:

All that Tract or Parcel of Land, situate in the City of Rochester, County of Monroe, and State of New York, more particularly described as:

SRL NO.	ADDRESS	FORMER OWNER'S NAME
090.63-1-01	1000 Driving Park Avenue	COMIDA-Phototech Imaging Systems, Inc.

free and clear of all liens and encumbrances which existed at the time of the above-referenced public auction,

TO HAVE AND TO HOLD, all and singular, the premises above mentioned and described and hereby conveyed unto the grantee, the grantee's successors and assigns forever.

IN WITNESS WHEREOF, the grantor has hereunto set her hand the date and year first above written.

LINDA S. KINGSLEY  
Corporation Counsel

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:  
CITY OF ROCHESTER)

On this 7th day of August, 1997, before me, the subscriber, personally appeared LINDA S. KINGSLEY, Corporation Counsel of the City of Rochester, to me known to be the person described in, and who executed, the within instrument and she acknowledged to me that she executed the same.

SUZANNE C. SUTER  
SUZANNE C. SUTER

TAX BILLING ADDRESS:

30 Church Street  
Rochester, New York 14614

R4R

1000 DRIVING PARK AVENUE



## City of Rochester

TDD/Voice 232-3260

Department of Law

City Hall Room 400-A  
30 Church Street  
Rochester, New York 14614-1295

Fax: (585) 428-6950  
(Not For Service)

Scott C. Smith, Municipal Attorney  
(585) 428-6761

December 20, 2006

Division of Environmental Remediation  
New York State Department of Environmental Conservation  
50 Wolf Rd.  
Albany, NY 12233-7010

Re: City of Rochester Application 1000 Driving Park Ave., Rochester, NY

Dear Sir or Madam,

Regarding the City of Rochester's "1996 Clean Water/Clean Air Bond Act Environmental Restoration Project - Title 5" application related to this property, transmitted to you by Mark Gregor, Manager, Division of Environmental Quality.

I can confirm that the property that is the subject of above application, 1000 Driving Park Avenue, SBL #90.63-1-1 is the same property to which the City acquired title by a Tax Foreclosure Deed dated August 7, 1997, from Linda S. Kingsley, Corporation Counsel, recorded in the Monroe County Clerk's Office on August 11, 1997, in L 8903 of Deeds, p. 379 (copy annexed).

Please contact me if you have further questions about the subject property.

Very truly yours,

Scott C. Smith  
Municipal Attorney

SCS/

Enc.

cc: Vicki Brawn, Division of Environmental Quality

EEO Employer/Handicapped





## Owner's Policy of Title Insurance

*Fidelity National Title Insurance Company*

A Stock Company

Policy Number NY2210-10-FT-27682-2006.27106-72252802

### OWNER'S POLICY OF TITLE INSURANCE

*SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:*

- 1. Title to the estate or interest described in Schedule A being vested other than as stated therein;*
- 2. Any defect in or lien or encumbrance on the title;*
- 3. Unmarketability of the title;*
- 4. Lack of a right of access to and from the land.*

*The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.*

*IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.*

NY2210 FT-27682  
Independent Title Service, L.L.C.  
99 Ridgeland Road  
Rochester, NY 14623  
Tel: (585) 424-3750  
Fax: (585) 424-3775

FIDELITY NATIONAL TITLE INSURANCE COMPANY



By:

*[Signature]*

President

ATTEST

*[Signature]*

Secretary

Countersigned:

*[Signature]*

Authorized Signature

(Please print name below)

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land had been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained in the insured claimant had paid value for the estate or interest insured by this policy
4. Any claim which arises out of the transaction vesting in the Insured the estate or interest by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITIONS OF TERMS

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": any insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the

company may be liable by virtue of this policy, or (ii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, cost or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.
- (b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the term of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest, as insured. If the Company is prejudiced by the failure of the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.





# Fidelity National Title Insurance Company

OF NEW YORK

File No. FT-27682

Policy No. 27106-72252802

## SCHEDULE A

Date of Policy August 11, 1997

Amount of Insurance \$35,000.00

1. Name of Insured: New York State Dept. of Environmental Conservation and The City of Rochester
2. The estate or interest in the land which is covered by this policy is: FEE SIMPLE
3. Title to the estate or interest in the land is vested in: New York State Dept. of Environmental Conservation and The City of Rochester

The City of Rochester who acquired title from Linda S. Kingsley, as Corporation Counsel of The City of Rochester by a Tax Foreclosure Deed dated August 7, 1997 and recorded August 11, 1997 in Liber 8903 of Deeds, page 379 in the Office of the Clerk of Monroe County.

4. The land referred to in this policy is described as follows:

See "Schedule A - Description of Insured Premises"

Countersigned:  
Independent Title Agency, LLC

By *Lynne A. Whitman*  
Authorized Signatory  
*Lynne A. Whitman*  
PRINT NAME HERE

**SCHEDULE A - DESCRIPTION OF INSURED PREMISES**

All that tract or parcel of land, situate in the City of Rochester, County of Monroe and State of New York, bounded and described as follows:

Beginning at a point in the north ROW line of Driving Park Avenue on the east line of premises conveyed to Bell & Howell Company by Trustee's Deed dated March 29, 1949 and recorded the same day in Monroe County Clerk's Office in Liber 2539 of Deeds, page 51 which point is 1305.77 feet southeasterly from the intersection of the north line of Driving Park Avenue and the east line of Mt. Read Boulevard; thence

(1) north along the east line of said Bell & Howell Company's land, a distance of 1270.67 feet to a point; thence

(2) west at an included angle of 89°58'42" with the said east line of the lands conveyed to Bell & Howell Company a distance of 500 feet to a point; thence

(3) south on a line parallel with the said east line of the Bell & Howell property a distance of 300 feet to a point; thence

(4) southwesterly at an included angle with course (3) of 227°31'05" on a line which intersects the northerly line of Driving Park Avenue at a right angle, for a distance of approximately 286.68 feet to the north ROW line of Driving Park Avenue; thence



# Fidelity National Title Insurance Company

OF NEW YORK

## STANDARD NEW YORK ENDORSEMENT

### (OWNER'S POLICY)

Attached to and made part of Policy Number 27106-72252802  
of FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK

1. The following is added to the insuring provisions on the face page of this policy:
  - "5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."
2. The following is added to Paragraph 7 of the Conditions and Stipulations of the policy:
  - "(d) If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents."

Nothing herein contained shall be construed as extending or changing the effective date of the policy unless otherwise expressly stated.

This endorsement, when countersigned below by a validating signatory, is made a part of the policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

Signed and sealed this day of August 11, 1997

Countersigned:  
Independent Title Agency, LLC

By *Shane A. Whitman*  
Authorized Signatory

FORM 5/33-31-2 (5/93)

Fidelity National Title Insurance Company  
of New York



BY

*[Signature]*

President

ATTEST

*Charles H. Wimer*  
Secretary

STANDARD NEW YORK ENDORSEMENT  
FOR USE WITH ALTA OWNER'S POLICY (10-17-92)

## 5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the company, a proof of loss or damage signed and sworn to by the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by an authorized representative of the Company the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

## 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

### (a) To Pay or Tender Payment of the Amount of Insurance

(i) To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

(ii) Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation and the policy shall be surrendered to the Company for cancellation.

### (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the company is obligated to pay. Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

## 7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the

full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement. The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

## 8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

## 9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

## 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

## 11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

## 12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

## 13. SUBROGATION UPON PAYMENT OR SETTLEMENT

### (a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary to order to perfect this right of subrogation. The insured claimant shall permit the company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of

\$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon Request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

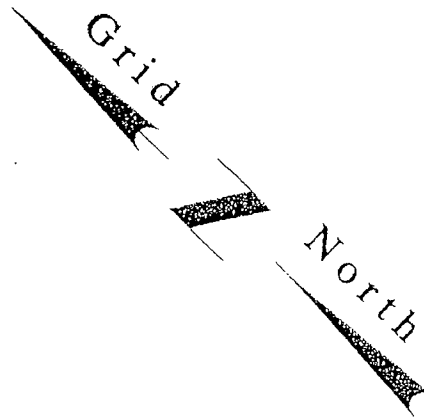
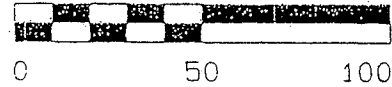
16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at Fidelity National Title Insurance Company, Claims Department, P.O. Box 45023, Jacksonville, Florida 32232-5023.

SCALE 1"=50'

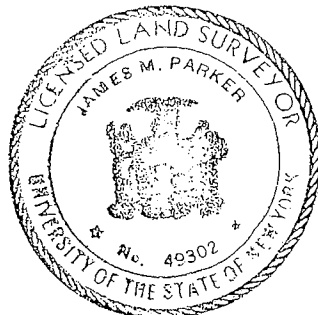


REFERENCE:

Liber 6964 Of Deeds, Page 248  
Liber 7667 Of Deeds, Page 345  
Liber 8903 Of Deeds, Page 379

NOTE: No Abstract of title provided, property may be subject to additional easements or restrictions an updated abstract of title may disclose

Original Survey map on file  
at NYSDEC Region 6 HQ



I hereby certify that this map was completed on August 8, 2006 from the notes of an instrument survey

James M. Parker L.S. 49302

**LEGAL DESCRIPTION OF  
1000 DRIVING PARK AVENUE  
T.A. #090.630-01-001**

All that tract or parcel of land situate in the City of Rochester, County of Monroe, State of New York, more particularly bounded and described as follows:

Beginning at a point in the northerly ROW line of Driving Park Avenue, on the east line of lands conveyed to Bell & Howell Company by Trustees Deed, dated March 29, 1949 and filed in Liber 2539 of Deeds, Page 51, said point being 1305.77 feet southeasterly from the ROW intersection of said Driving Park Avenue and the easterly ROW line of Mt Read Boulevard, said point also being the Point or Place of Beginning; thence

- 1) Northerly, along said east line of Bell & Howell Company, a distance of 1270.67 feet to a point; thence
- 2) Westerly, at an included angle of  $89^{\circ}58'42''$ , a distance of 500.00 feet to a point; thence
- 3) Southerly, on a line parallel with said east line of Bell & Howell Company, a distance of 300.00 feet to a point; thence
- 4) Southwesterly, at an included angle of  $227^{\circ}31'05''$ , on a line that intersects the said northerly line of Driving Park Avenue at a  $90^{\circ}$  angle, a distance of 286.68 feet to the said northerly ROW line of Driving Park Avenue; thence
- 5) Southeasterly, along the said northerly ROW line of Driving Park Avenue, a distance of 1053.40 feet to the Point or Place of Beginning.

Subject to covenants, easements or restrictions of record, if any.

Being the same premises conveyed to the City of Rochester by a deed dated July 30, 1997 in Liber 8903 of Deeds, Page 379.

February 24, 2006

G:\DIV\MAPS\DESC\REGULAR\A-M\DRIVINGPARK1000.wpd

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
1996 CLEAN WATER/CLEAN AIR BOND ACT  
ENVIRONMENTAL RESTORATION PROGRAM  
STATE ASSISTANCE CONTRACT

SCHEDULE A

Scope of Work

Municipality Name: City of Rochester

Site Name: Former Photech Imaging Systems, Inc.

Site Address: 1000 Driving Park Avenue

Site Number: B00016-8

Contract Number: C 303768

GENERAL PURPOSE

The general purpose of this project is to undertake all approved activities necessary to complete the Project required by this Contract. Project-specific Work Plans will become a part of and enforceable under this Contract upon approval by the Department.

REMEDIATION:

The Remedial Design/Remedial Action (RD/RA) will involve all tasks necessary to implement the remedy in accordance with the Department's Record of Decision (ROD). Specific tasks include: pre-design activities, as necessary, to address any uncertainties from the RI/AAR; preparation of a remedial design report; development of the statement of work, plans and specifications; contractor procurement; project scheduling; acquisition of appropriate bonding and insurance; acquisition of required permits; implementation of the remedial program; establishment of a Site Management Plan, as required; submittal of a construction completion report and as-built drawings; and public participation.

REMEDIATION CALCULATION:

	On-site	Off-site	Demolition/Asbestos	Total
Total Eligible Cost:	\$2,294,463	0	\$2,663,100	\$4,957,563
Percentage:	90%	100%	50%	N/A
Total SAC Amount:	\$2,065,017	0	\$1,331,550	\$3,396,567



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
1996 CLEAN WATER/CLEAN AIR BOND ACT  
ENVIRONMENTAL RESTORATION PROGRAM  
STATE ASSISTANCE CONTRACT

SCHEDULE B

Payment Schedule

Municipality Name: City of Rochester  
Site Name: Former Photech Imaging Systems, Inc.  
Site Address: 1000 Driving Park Avenue  
Site Number: B00016-8

Contract Number: C 303768

Requests for payment shall be submitted no more frequently than on a quarterly basis (every three months).

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
1996 CLEAN WATER/CLEAN AIR BOND ACT  
ENVIRONMENTAL RESTORATION PROGRAM  
STATE ASSISTANCE CONTRACT

**GLOSSARY**

Except as expressly provided herein, terms used in this Contract have the same meanings as those set forth in ECL Article 56. In addition, the following terms shall have the meanings set forth below:

- (i) "Alternatives Analysis Report" is a report that contains an evaluation of options for the remediation of any contamination in, on, or under, or emanating from, the Site that includes an analysis of data and other information concerning the nature and extent of the Site's contamination and is generally performed concurrently, and in an interactive fashion, with the site investigation. An Alternatives Analysis Report is the Final Report submitted by a Municipality at the end of an Environmental Restoration Program investigation project.
- (ii) "Approved Activity" means any Investigation or Remediation activity which is part of the Project and has been approved in writing by the Department.
- (iii) "Contractor" in Appendices A and B means Municipality.
- (iv) "Disposition of the Site" means the leasing of the Site or the transfer of the Site's title through sale or other means.
- (v) "Eligible Cost" shall have the meaning given to that term in the Department's "Procedures Handbook for Environmental Restoration Program Projects" available at the time of this Contract.
- (vi) "Environmental Easement" shall mean an interest in the Site, created under and subject to the provisions of ECL Article 71, Title 36, which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls."
- (vii) "Force Majeure Event" is an event, in accordance with applicable case law, that includes but is not limited to war, strike, judicial injunction, or any other fact or circumstance beyond the Municipality's reasonable control.
- (viii) "Investigation" means a project consisting of a process undertaken to determine the nature and extent of contamination in, on, and under, and emanating from, the Site. The Site investigation includes the gathering of sufficient information to determine the necessity for, and the selection of the appropriate method of, remediation of contamination in, on, or under, or emanating from the Site. Additionally, it includes the associated Alternatives Analysis Report and any assistance Municipality must provide to the Department in the Department's selection of the Site's remedy. The term also includes any Department-approved interim remedial measures needed to undertake the Project or needed to eliminate any potential or actual releases of contaminants at, or from, the Site.

(ix) "Municipal Share" means any money provided under this Contract by the Municipality for its share of the Contract. The municipality may use any funding available (i.e. federal, State or other private party monies) except responsible party funding towards its share.

(x) "Parties" means the Department and Municipality.

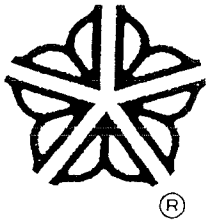
(xi) "Project" means the Site's Investigation and/or Remediation as described in the Work Plan(s).

(xii) "Remediation" means a Project consisting of the design and implementation of the remedy selected in the Department's Record of Decision. While implementing the remedy may require a Site Management Plan, , the cost of complying with the plan would not be eligible for reimbursement under this contract.

(xiii) "Site" means the Site which is the subject of the Project. The Site's legal description appears as Appendix "C" to this Contract.

(xiv ) "State Assistance" means State money provided under this Contract to Municipality pursuant to Article 56, Title 5 of the ECL.

(xv) "Work Plan" means a document which describes the purpose, scope, estimated cost, and progress schedule of the Project. The Work Plan must include a Public Participation Plan that, at a minimum, satisfies the requirements of ECL 56-0503.2.



City of Rochester

City Clerks Office

## Certified Ordinance

Rochester, N.Y., \_\_\_\_\_

### TO WHOM IT MAY CONCERN:

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **June 20, 2006** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **June 24, 2006** in accordance with the applicable provisions of law.

Ordinance No. 2006-150

Authorizing 1996 Clean Water/Clean Air Bond Act  
Applications And Agreements With The New York State  
Department Of Environmental Conservation

WHEREAS, the City of Rochester, after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that certain work, as described in its application and attachments, herein called the "Project", is desirable, is in the public interest, and is required in order to implement the Project; and

WHEREAS, Article 56 of the Environmental Conservation Law authorizes State assistance to municipalities for environmental restoration projects by means of a contract and the City deems it to be in the public interest and benefit under this law to enter into a contract herewith;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Rochester as follows:

Section 1. The Mayor is hereby authorized to submit an application to and enter into an agreement with the New York State Department of Environmental Conservation for such grants that may be available under the 1996 Clean Water/Clean Air Bond Act. Upon execution of the initial Grant agreement, the Manager of the Division of Environmental Quality is hereby authorized to act on behalf of the City in all matters relating to State assistance under Article 56, Title 5, of the Environmental Conservation Law, including but not limited to making applications, executing agreements, submitting Project documentation and otherwise acting for the City in all matters relating to the Project and State assistance. The City agrees that it will fund its portion of the cost of the Project and that funds will be available to initiate the Project's field work within 12 months of written approval of its application by the Department of Environmental Conservation.

Section 2. A certified copy of this ordinance shall be sent to the Albany office of the New York State Department of Environmental Conservation together with the application for State assistance.

Section 3. The applications and agreements shall contain such additional terms and conditions as the Mayor and/or Manager deem to be appropriate.

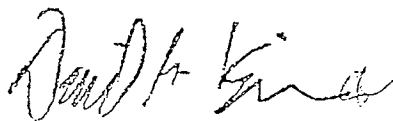
Section 4. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Giess, Councilmembers Conklin, Douglas, Lightfoot, McFadden, Miller, Pritchard, Santiago, Stevenson - 9.

Nays - None - 0.

Attest



City Clerk

1996 CLEAN WATER/CLEAN AIR BOND ACT  
ENVIRONMENTAL RESTORATION PROGRAM  
STATE ASSISTANCE CONTRACT

SCHEDULE A

Scope of Work

Municipality Name: City of Rochester  
Site Name: Former Photech Imaging Systems, Inc.  
Site Address: 1000 Driving Park Avenue  
Site Number: B00016 Contract Number: \_\_\_\_\_

GENERAL PURPOSE

The general purpose of this project is to undertake all approved activities necessary to complete the Project required by this Contract. Project-specific Work Plans will become a part of and enforceable under this Contract upon approval by the Department.

REMEDIATION:

The Remedial Design/Remedial Action (RD/RA) will involve all tasks necessary to implement the remedy in accordance with the Department's Record of Decision (ROD). Specific tasks include: pre-design activities, as necessary, to address any uncertainties from the RI/AAR; preparation of a remedial design report; development of the statement of work, plans and specifications; contractor procurement; project scheduling; acquisition of appropriate bonding and insurance; acquisition of required permits; implementation of the remedial program; establishment of a Site Management Plan, as required; submittal of a construction completion report and as-built drawings; and public participation.

REMEDIATION CALCULATION:

	On-site	Off-site	Demolition/Asbestos	Total
Total Eligible Cost:	\$2,294,463	0	\$2,663,100	\$4,957,563
Percentage:	90%	100%	50%	N/A
Total SAC Amount:	\$2,065,017	0	\$1,331,550	\$3,396,567



REFERENCE:  
 Liber 8864 Of Deeds, Page 248  
 Liber 7687 Of Deeds, Page 345  
 Liber 8803 Of Deeds, Page 379  
 Liber 289 Of Maps, Page 51

NOTE: No Abstract of the provided, property may be subject to additional easements or restrictions on adjacent parcels of title may disclose

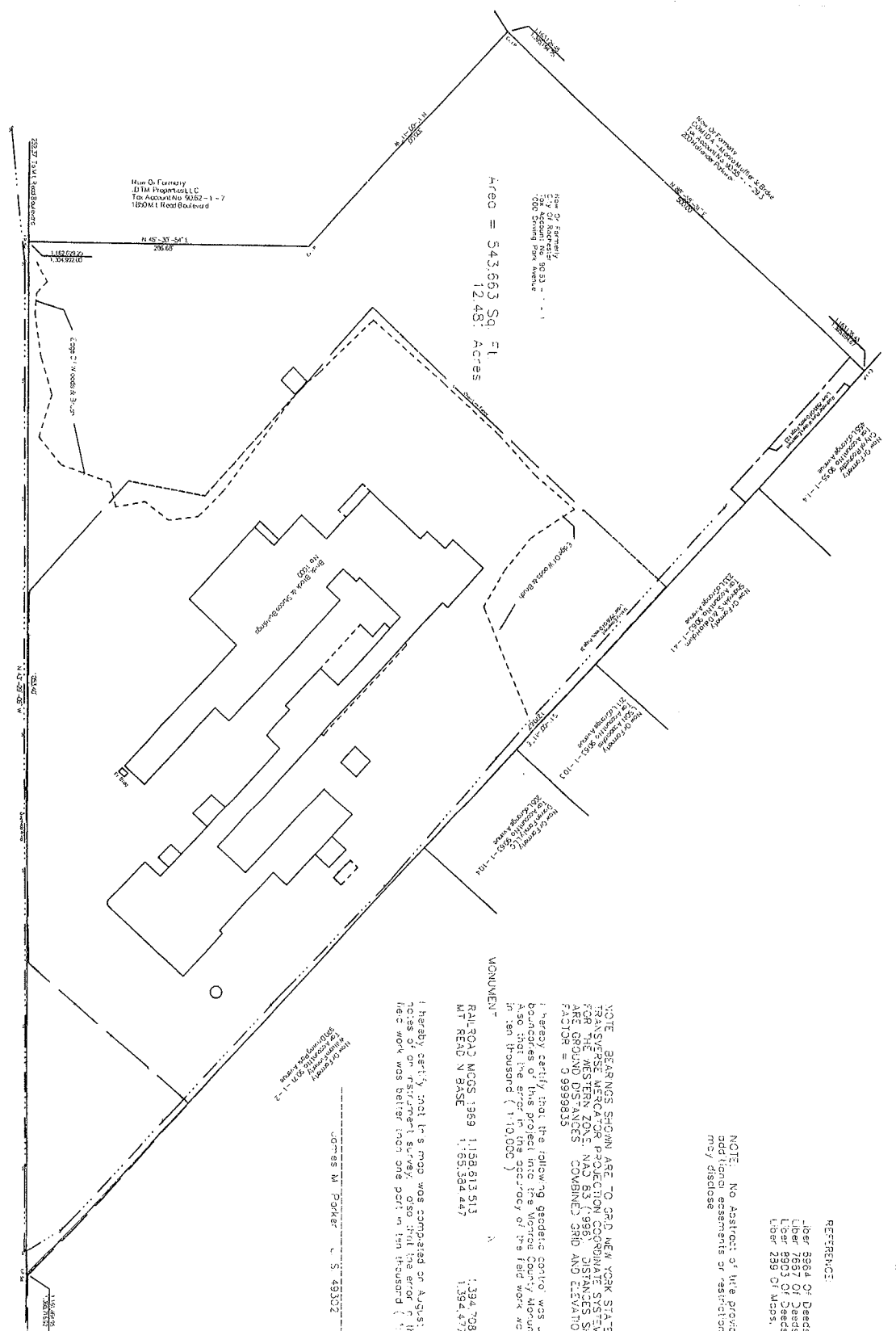
NOTE: BEARINGS SHOWN ARE TO GRID NEW YORK STATE TRANSVERSE MERCATOR PROJECTION COORDINATE SYSTEM FOR THE WESTERN ZONE, NAD 83 (1983) DISTANCES SHOWN ARE GROUND DISTANCES COMBINED GRID AND ELEVATION FACTOR = 0.9999835

I hereby certify that the following geodetic control was used in tying the boundary of this plot to the State Plane NAD 83 coordinate system. Also that the error in the accuracy of the field work was better than one part in ten thousand (1:10,000)

MONUMENT  
 RAILROAD MGS 1969 1158.613.513 1394.708.679 539.70 NAD 1983  
 MT READ N BASE 1165.364.447 1384.477.142 502.70 NAD 1983

I hereby certify that this map was completed on August 8, 2006 from the notes of an adjacent survey. Also that the error in the accuracy of the field work was better than one part in ten thousand (1:10,000)

James M. Parker L.S. 49302  
 Registered Professional Land Surveyor  
 State of New York




MAP OF A SURVEY  
 Being Part Of Lots 7 & 8, T. 20S. R. 7E, 20050 Ave East  
 Monroe County, New York  
 August 8, 2006  
 Revised September 12, 2006

James M. Parker  
 1162 Thompson Road  
 Albany, New York 12204

## APPENDIX D

PREMIUM  
RATES







David A. Paterson, Governor

M. Patricia Smith, Commissioner

City of Rochester

David Crocker, Contract Administrator  
Dept. of Finance  
City Hall, Room 106-A  
30 Church St.  
Rochester NY 14614-1282

Schedule Year 2008 through 2009  
Date Requested 04/06/2009  
PRC# 2009003188

Location 1000 Driving Park Ave.  
Project ID#  
Project Type Phototech Environmental Cleanup

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2008 through June 2009. 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.state.ny.us](http://www.labor.state.ny.us). 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.

### **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 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us).

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.state.ny.us](http://www.labor.state.ny.us).

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.state.ny.us](http://www.labor.state.ny.us).

### **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, 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.

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 receive 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 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.

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

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

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

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing 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 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 and Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, 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.

# IMPORTANT NOTICE

FOR

## CONTRACTORS & CONTRACTING AGENCIES

### 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' concerns with regard to 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.*

**NOTE:** This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

# NEW LEGISLATION

*Effective February 24, 2008*

## WORKER NOTIFICATION – A9052 – S6240

This provision is an addition to the existing prevailing 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 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 particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website [www.labor.state.ny.us](http://www.labor.state.ny.us) or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

\* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

NEW YORK STATE DEPARTMENT OF LABOR  
BUREAU OF PUBLIC WORK  
State Office Building Campus • Building 12 • Room 130  
Albany, New York 12240

# THIS IS A **PUBLIC WORK PROJECT**

Any worker, laborer, or mechanic employed on this project is entitled to receive the ***prevailing wage and supplements*** rate for the classification at which he/she is working.

*Chapter 629  
of the  
Labor Laws  
of 2007*

**These wages are set by law and  
must be posted at the work site.**

**They can also be found at**

**[www.labor.state.ny.us](http://www.labor.state.ny.us)**

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

Albany	(518) 457-2744	Newburgh	(845) 568-5398
Binghamton	(607) 721-8005	Patchogue	(631) 687-4886
Buffalo	(716) 847-7159	Rochester	(585) 258-4505
Garden City	(516) 228-3915	Syracuse	(315) 428-4056
New York City	(212) 775-3568	Utica	(315) 793-2314
		White Plains	(914) 997-9507

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

Contractor Name:

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Project Location:

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STATE OF NEW YORK  
David A. Paterson, Governor



DEPARTMENT OF LABOR  
M. Patricia Smith, Commissioner



# NEW LEGISLATION

*Effective July 18, 2008*

## **OSHA 10-hour Construction Safety and Health Course – S1537-A**

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

*NOTE: The OSHA 10 Legislation does not apply to projects advertised for bid prior to July 18, 2008 AND only applies to workers on a public work project that are required under Article 8 to receive the prevailing wage.*

Rules and regulations will be promulgated and posted on the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us) when finalized.

## **Where to find OSHA 10-hour Construction Course**

1. NYS Department of Labor website for scheduled outreach training at:

[www.labor.state.ny.us/workerprotection/safetyhealth/DOSH\\_ONSITE\\_CONSULTATION.shtm](http://www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm)

2. OSHA Training Institute Education Centers:

### **Rochester Institute of Technology OSHA Education Center**

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: [dlwtpo@rit.edu](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://www.rit.edu/~outreach/course.php3?CourseID=54)

### **Atlantic OSHA Training Center**

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: [crooksje@umdnj.edu](mailto:crooksje@umdnj.edu)

(732) 235-9455

<https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

### **Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingletin@keene.edu](mailto:lsingletin@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_oshacfm](http://www.keene.edu/courses/print/courses_oshacfm)

3. List of trainers and training schedules for OSHA outreach training at:

[www.OutreachTrainers.org](http://www.OutreachTrainers.org)

## Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h will take effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of \$250,000.00 or more 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 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;
- training roster, attendance record of 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 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 518-485-5696.

## **IMPORTANT INFORMATION**

### **Regarding Use of Form PW30R**

**"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"**

### **To use the '4 Day / 10 Hour Work Schedule':**

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

**AND**

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30R Form.

### ***REMEMBER...***

The '4 Day / 10 Hour Work Schedule' applies **ONLY** to Job Classifications and Counties listed on the PW30R Form.

(Please note : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

## Instructions for Completing Form PW30R

### "Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

#### ***Before completing Form PW30R check to be sure ...***

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

#### **Instructions (Type or Print legibly):**

##### Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

##### Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

##### Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

##### Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -OR-
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870



**New York State Department of Labor  
Bureau of Public Work**

W. Averell Harriman State Office Campus  
Building 12 - Room 130  
Albany, New York 12240  
Phone - (518) 457-5589 Fax - (518) 485-1870

## Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Please Type or Print

### Contractor Information

Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

### Project Information

Project PRC#: \_\_\_\_\_ Project Name/Type: \_\_\_\_\_

Exact Location  
of Project: \_\_\_\_\_ County: \_\_\_\_\_

(If you are Subcontractor)

Prime Contractor Name: \_\_\_\_\_

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 2 & 3)*

#### **REMEMBER...**

The 4 Day / 10 Hour Work Schedule may only be used with specific Job Classifications ,  
in specific Counties of New York State.

For each Job Classification check the individual wage schedule for specific details  
regarding their 4/10 hour day posting

### Requestor Information

Name: \_\_\_\_\_

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

## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

<i>Job Classification</i>	<i>Tag #</i>	<i>Applicable Counties</i>	<i>Check Box</i>
Electrician	25m	Nassau, Suffolk	<input type="checkbox"/>
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	840Teledata	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	<input type="checkbox"/>
Electrician Lineman	1249a	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	<input type="checkbox"/>
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	<input type="checkbox"/>
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	<input type="checkbox"/>
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>

## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

<i>Job Classification</i>	<i>Tag #</i>	<i>Applicable Counties</i>	<i>Check Box</i>
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	<input type="checkbox"/>
Painter	178 B	Broome, Chenango, Tioga	<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego	<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	<input type="checkbox"/>
Painter	38.O	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia, Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Teamster - Bldg.	693	Broome, Chenango, Delaware, Otsego, Tioga	<input type="checkbox"/>
Teamster - Bldg./Heavy&Highway	445B/HH	Dutchess, Orange, Rockland, Sullivan, Ulster	<input type="checkbox"/>
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	<input type="checkbox"/>



## 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.

#### 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 for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

#### 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.state.ny.us](http://www.labor.state.ny.us)) 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	1:1,1:3
Mason	1:1,1:4
Carpenter	1:1,1:4
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	1:1,1:4
Iron Worker	1:1,1:6
Laborer	1:1,1:3
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4883	631-687-4904
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

**Monroe County General Construction**

**Asbestos Worker**

04/01/2009

**JOB DESCRIPTION** Asbestos Worker

**DISTRICT 9**

**ENTIRE COUNTIES**

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, 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

07/01/2007

Asbestos Worker

Removal &

Abatement Only

\$ 20.00

Only for the removal of insulation materials from mechanical systems which are not going to be scrapped.

**SUPPLEMENTAL BENEFITS**

Per hour paid

Journeyman

\$ 14.65

**OVERTIME PAY**

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

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (2, 4, 6, 25) on HOLIDAY PAGE

\*Code Q applies to 4, 6, & 25

\*\*Code T applies to 2

9-201West

**Boilermaker**

04/01/2009

**JOB DESCRIPTION** Boilermaker

**DISTRICT 3**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

07/01/2008

01/01/2009

Boilermaker

\$ 29.03

\$ 31.03

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

\$ 16.81\*

\* Note - \$16.02 of this amount to be paid at the same premium as the wages.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

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

1st*	2nd*	3rd*	4th*	5th*	6th	7th	8th
65%	70%	75%	80%	85%	90%	95%	100%

\* Note - add \$1.00 per hour to the wage rate for 1st through 5th term.

Supplemental Benefits per hour worked:

1st to 5th	\$ 15.81*
6th to 8th	16.81**

\* Note - \$15.02 of this amount to be paid at the same premium as the wages.

\*\* Note - \$16.02 of this amount to be paid at the same premium as the wages.

3-7

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**Carpenter****04/01/2009****JOB DESCRIPTION** Carpenter**DISTRICT 5****ENTIRE COUNTIES**

Livingston, Monroe, Ontario, Wayne

**PARTIAL COUNTIES**

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

**WAGES**

Per hour	07/01/2008	05/01/2009	05/01/2010
		Additional	Additional

Building:

Floor Layer	\$ 23.18	\$1.20	\$ 1.20
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**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 12.98
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(1) year terms at the following percentage of journeyman's wage.

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

Supplemental Benefits per hour worked:

1st year term	\$ 7.08
2nd year term	7.08
3rd year term	10.04
4th year term	12.98

5-85

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**Carpenter - Building****04/01/2009****JOB DESCRIPTION** Carpenter - Building**DISTRICT 5****ENTIRE COUNTIES**

Livingston, Monroe, Ontario, Wayne

**PARTIAL COUNTIES**

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

**WAGES**

Per hour	07/01/2008	05/01/2009	05/01/2010
		Additional	Additional

Building:

Carpenter	\$ 24.97	\$ 1.40	\$ 1.50
Draper	24.97	1.40	1.50
Dry-wall Applicator	24.97	1.40	1.50
Lather	24.97	1.40	1.50

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 15.48

### OVERTIME PAY

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

\*Note: Double Time after 8 hours work on Saturday.

### HOLIDAY

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

### REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

Indentured before 04/30/2006

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

Indentured after 05/01/2006

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

Supplemental benefits per hour worked:

Appr. 1st & 2nd year	\$ 6.82
Appr. 3rd	11.18
Appr. 4th	13.33

5-85

### Carpenter - Building / Heavy & Highway

04/01/2009

**JOB DESCRIPTION** Carpenter - Building / Heavy & Highway

**DISTRICT 5**

### ENTIRE COUNTIES

Livingston, Monroe, Ontario, Wayne

### WAGES

Per hour	07/01/2008	05/15/2009	05/15/2010
Building:		Additional	Additional
Piledriver	\$27.82	\$1.60	\$1.60
Certified Welder	29.07	1.60	1.60
Diver(Wet Day)	40.43	1.60	1.60
Diver(Dry Day)	26.57	1.60	1.60
Diver Tender	28.82	1.60	1.60
Hazardous	30.32	1.60	1.60
Dock Builders	27.82	1.60	1.60

### SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman	
Piledrivers	\$ 17.31
Certified Welder	17.31
Diver Wet Day	17.53
Diver Dry Day	17.53
Diver Tender	17.53
Hazardous	17.31
Dock Builders	17.31

### OVERTIME PAY

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

### HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

( 1 ) year terms at the following percentage of journeyman's wage.

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

Supplemental Benefits per hour paid:

Appr. 1st year	\$ 9.69
Appr. 2nd year	13.70
Appr. 3rd year	17.31
Appr. 4th year	17.31

5-289

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**Carpenter - Heavy&Highway**

04/01/2009

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 5**

**ENTIRE COUNTIES**

Livingston, Monroe, Ontario, Wayne

**PARTIAL COUNTIES**

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

**WAGES**

Heavy/Highway: For work not included in a building contract.

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

Per hour	07/01/2008	04/01/2009
		Additional
Carpenter	\$ 25.74	\$ 1.35
Welder	27.24	1.35

For Hazardous Waste Work an additional \$ 1.50 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 15.30
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

1 year terms at the following percentage of journeyman's wage.

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

Supplemental Benefits per hour worked:

Appr. all terms	\$ 15.30
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5-85H

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**Electrician**

04/01/2009

**JOB DESCRIPTION** Electrician

**DISTRICT 5**

**ENTIRE COUNTIES**

Livingston, Monroe

**PARTIAL COUNTIES**

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

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

Orleans: Only the townships of Clarendon, Kendall, and Murray  
Wayne: Only the Townships of Macedon, Marion, Ontario, Palmyra, Sodus, Walworth, Williamson  
Wyoming: Only the Townships of Castile, Covington, Gainesville, Genesee Falls, Middlebury, Perry, Pike and Warsaw.

### WAGES

Per hour	07/01/2008	05/25/2009	05/31/2010
		Additional	Additional
Electrician*	\$ 29.10	\$ 1.80	\$ 1.90

\* Includes teledata work, except for work bid on and awarded BEFORE 7/1/2007. For all such work see ELECTRICIAN - TELEDATA/SOUND WIREMAN 86T/S.

Work from 4:30 PM - 1:00 AM**	\$ 34.15
Work from 12:30 AM - 9:00 AM**	38.25

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

### \*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\*

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 14.37	plus 5% of wage
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### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

### REGISTERED APPRENTICES

Wage rates at the following percent per terms.

1st and 2nd term 1000 hrs. 3rd to 6th term 1500hrs.

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

Supplemental Benefits per hour worked:

Appr. 1st 2000 hours	\$ 6.37	plus 5% of wage
All other Appr.	\$ 14.37	plus 5% of wage

5-86

### Electrician - Teledata/Sound Wireman\*\*\*

04/01/2009

JOB DESCRIPTION Electrician - Teledata/Sound Wireman\*\*\*

DISTRICT 5

### ENTIRE COUNTIES

Livingston, Monroe

### PARTIAL COUNTIES

Genesee: Only the townships of Bergen, Bethany, Byron, Leroy, Pavillion, Stafford, and that portion of the townships of Batavia and Elba which lies east of a line following the Little Tonawanda Creek to the city of Batavia, northeast around the city limits, but including the city of Batavia (in effect prior to 02/01/70), to state highway 98 to Orleans County.

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

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

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

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

### WAGES

\*\*\*IMPORTANT INFORMATION - These rates applicable only for projects bid on and awarded before July 1, 2007. For all other projects, please see ELECTRICIAN 86 rate.\*\*\*

Per hour: 07/01/2008

Teledata/Sound Wireman \$ 21.40\*\*\*

### SUPPLEMENTAL BENEFITS

Per hour worked:

Teledata/Sound Wireman \$ 11.67 plus 4 1/2% of wage

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

5-86T/S

## Elevator Constructor

04/01/2009

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 5**

### ENTIRE COUNTIES

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

### WAGES

Per hour	07/01/2008	01/01/2009	01/01/2010 Additional
Elevator Constructor	\$37.945	\$38.945	\$3.00
Helper (70%)	26.56	27.26	3.00

\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\*

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman/Helper \$ 16.465\* \$ 18.465\*

\*Plus 6% of wages under 5 years.

\*Plus 8% of wages over 5 years.

### OVERTIME PAY

See (D, O) on OVERTIME PAGE

### HOLIDAY

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

### REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour worked:

Apprentices	\$16.465*	\$18.465*
	*plus 6% of wage	*plus 6% of wage

5-27

## Glazier

04/01/2009



**JOB DESCRIPTION** Glazier

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2008

Glazier \$ 22.15

Additional \$ .50 per hr for all swing stagework, belt work, open steel or scaffolding over 25' or more from ground, floor or roof levels.

**\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\***

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 13.55

**OVERTIME PAY**

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

Note: \* Double time if over 8 hours are worked on Saturday.

\*\* Emergency work on Sunday is 1 1/2 times the hourly rate.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

1000 hours terms at the following percentage of journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
50%	55%	60%	65%	70%	75%	80%	90%

Supplemental Benefits per hour worked:

Appr. 1st & 2nd term	\$ 9.55
Appr. 3rd term	11.95
Appr. 4th term	12.15
Appr. 5th term	12.35
Appr. 6th term	12.55
Appr. 7th term	12.75
Appr. 8th term	13.15

5-677.1

**Insulator - Heat & Frost**

**04/01/2009**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 5**

**ENTIRE COUNTIES**

Livingston, Monroe, Orleans, Steuben, Wayne, Yates

**PARTIAL COUNTIES**

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

**WAGES**

Per hour	07/01/2008	06/01/2009	06/01/2010
		Additional	Additional
Asbestos Worker	\$ 25.21	\$ 1.55	\$ 1.65

Insulation Work (On mechanical systems only)

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 14.66

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (4, 6) on HOLIDAY PAGE  
Triple Time For Labor Day if Worked

### REGISTERED APPRENTICES

(1) year terms at the following wage rates.

1st year	\$ 14.90
2nd year	15.13
3rd year	16.43
4th year	18.81
5th year	21.08

Supplemental Benefits per hour worked:

Appr. First 1000 Hours	\$ 5.89
Appr. Rest of First year	10.84
Appr. 2nd year	13.16
Appr. 3rd year	14.16
Appr. 4th year	14.16
Appr. 5th year	14.16

5-26

### Ironworker

04/01/2009

### JOB DESCRIPTION Ironworker

DISTRICT 5

### ENTIRE COUNTIES

Chemung, Livingston, Monroe, Ontario, Yates

### PARTIAL COUNTIES

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

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

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

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

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

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

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

### WAGES

Per hour: 07/01/2008

Structural	\$ 24.55
Reinforcing	24.55
Ornamental	24.55
Fence Erector	24.55
Welder	24.55
Sheeter	24.80
Stone Derrick Man	24.55
Mach. Mov./Rigger	24.55
Precast Concrete Erector	24.55
Window/Curtainwall Erector	24.55
Pre-Engineered Building	24.55

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 17.84

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

### REGISTERED APPRENTICES

One year terms at the following rates of journeyman's wage.

1st.	2nd.	3rd.	4th.
15.00	17.00	19.00	21.00

Supplemental Benefits per hour worked:

Appr. 1st year	\$ 8.00
Appr. 2nd year	12.55
Appr. 3rd year	13.20
Appr. 4th year	13.85

5-33.1

**Laborer - Building**

04/01/2009

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour 07/01/2008

Building Laborer:

Basic	\$ 22.35
Blaster	23.68
Powder Monkey	23.22
Air Track Driller	22.75
Asphalt Raker	22.75
Chuck Tenders	22.55
Jackhammers, Mortor Mixer	22.65
Pipelayers, Burners, Cutters	22.65
Concrete Vibrators	22.79

Asbestos removal \$1.00 over basic rates.

New Chimney Work:

Base to 100 feet	\$23.35
101 to 150 feet	23.60
151 to 200 feet	23.87
201 to 250 feet	24.10
251 and higher	24.35

For hazardous waste work see Heavy/Highway rates.

There shall be a twelve (12) month carryover from the bid date of the posted proposal wage and benefit rate. However, if the project documents contain multiyear rate schedules, the Employee shall be obligated to pay wage rates therein as they become effective.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 11.17

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

1000 hr terms at the following percentage of journeyman's wage.

1st term	\$13.54
2nd term	16.89
3rd term	18.25
4th term	18.82

Supplemental Benefits per hour worked:

Appr. 1st year	\$ 6.57
Appr. 2nd year	6.57
Appr. 3rd year	8.57
Appr. 4th year	11.35

5-435

**Laborer - Heavy&Highway**

**04/01/2009**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**WAGES**

GROUP # A: Flagperson.

GROUP # B: Basic, Chain saw, Concrete aggregate bin, Concrete bootmen, Gin buggy, Hand or Machine vibrator, Jack hammer, Mason tender, Mortar mixer, Pavement breaker, Handlers of steel mesh, Small generators for Laborer's tools, Installation of bridge drainage pipe, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw operator on asphalt paver, Water pump operators (1 1/2" & single Diaph.) Nozzle (asphalt, seeding & sandblasting), Laborers on chain link fence, Rock splitter & Power unit, Pusher type concrete saw, All other Gas, Electric, Oil and Air tool ops., Form setters, Stone or Granite curb setters, Relining of Existing Pipe.

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

GROUP #D: Blasters.

12 month carry over from bid date. However, if the project documents contain multiyear rate schudules, the Employer shall be obligated to pay wage rates therein as they become effective.

On mandated night work there will be an additional \$ 1.75 premium.

WAGES (per hour) 07/01/2008

Heavy/Highway

Laborer:

Group # A	\$ 24.37
Group # B	25.07
Group # C	25.27
Group # D	26.07

Hazardous Waste \$1.50 over basic rate.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 13.28

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

1000 hr.terms at the following percentage of journeyman's wage.

1st term	\$ 16.11
2nd term	19.95
3rd term	21.53
4th term	22.19

Supplemental Benefits per hour worked:

Appr. 1st year	\$ 6.90
Appr. 2nd year	6.90
Appr. 3rd year	9.15
Appr. 4th year	12.33

5-435H

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**Laborer - Tunnel**

**04/01/2009**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 5**

**ENTIRE COUNTIES**

Genesee, Livingston, Monroe, Orleans, Wyoming

**PARTIAL COUNTIES**

Ontario: Only the Townships of Victor, Farmington, E. Bloomfield, W. Bloorfield, Richmond, Bristol and Canadice.  
Wayne: Only the Townships of Ontario, Williamson, Sodus, Walworth, Marion, Macedon and Palmyra.

**WAGES**

GROUP #A:Change House Man.

GROUP #B:Miners and all machine men, Safety miner, All Shaftwork and Caisson work, Laborer, Pit/Dumpmen, Chuck tender, Brakeman, Powderman,Drilling, Blowpipe, All Air tools, Trigger scaling, Mipper, Gunniting from pot to nozzle, Bit grinder, Signal men, Concrete men, Sheild driven Tunnels & Mixed face and Soft ground liner plate tunnels in free air.

GROUP #C:Cement finisher, Blaster.

GROUP #D:Hazardous/Waste Work.

There shall be a twelve (12) month carryover from the bid date of the posted proposal wage and fringe benefit rates. However, if the project documents contain multiyear wage rate schedules, the Employer shall be obligated to pay the wage rates therein as they become effective.

WAGES (per hour) 07/01/2008

Tunnel Laborer:

Group # A	\$ 28.43
Group # B	28.63
Group # C	29.63
Group # D*	32.63

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 13.18

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

1000 hr terms at the following percentage of jourman's wage.

1st term	\$ 18.09
2nd term	22.27
3rd term	24.45
4th term	25.45

Supplemental Benefits per hour worked:

Appr. 1st year	\$ 7.00
Appr. 2nd year	7.00
Appr. 3rd year	9.00
Appr. 4th year	12.18

5-435 T

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**Lineman Electrician**

**04/01/2009**

**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

Per hour:

Includes Teledata Work within Ten feet of High Voltage Transmission Lines

	07/01/2008	05/04/2009
Lineman/Tech./Welder	\$ 42.19	\$ 44.30
Cable splicer	42.19	44.30
Digging Machine Operator	37.97	39.87
Tractor Trailer Driver	35.86	37.66
Groundman/Truck Driver	33.75	35.44
Mechanic 1st Class	33.75	35.44
Flagman	25.31	26.58

Additional 1.00 per hr.for entire crew when a helicopter is used.

Above rates applicable on all overhead 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.

Lineman/Technician/Welder	\$ 40.98	\$ 43.08
Digging Machine Operator	36.88	38.77
Tractor Trailer Driver	34.83	36.62
Groundman/Truck Driver	32.78	34.46
Mech. 1st Class	32.78	34.46
Flagman	24.59	25.85
Certified WelderPipe Type Cable	43.03	45.23
Cable Splicer pipe type cable	45.08	47.39

Additional 1.00 per hour for entire crew when a helicopter job.

Above rates apply on Switching Structures, Maintenance projects, Railroad Catenary install/maint, Third rail installation, Bonding of Rails and pipe type cable and installation of Fiber Optic Cable.

Lineman /Techician	\$ 39.67	\$ 41.78
Welder/Cable Splicer	39.67	41.78
Digging Machine Operator	35.70	37.60
Tractor Trailer Driver	33.72	35.51
Groundman/Truck Driver	31.74	33.42
Mechanic 1st Class	31.74	33.42
Flagman	23.80	25.07

Additional 1.00 per.hr.for entire crew when a helicopter is used.

Above 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.

Lineman/Technician	\$ 39.67	\$ 41.78
Cable Splicer pipe type cable	43.64	45.96
Certified Welder pipe type	41.65	43.87
Digging Machine Operato	35.70	37.60
Tractor Trailer Driver	33.72	35.51
Mechanic 1st Class	31.74	33.42
Groundman/Truck Driver	31.74	33.42
Flagman	23.80	25.07

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

Above rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work"

**\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\***

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

### SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

\$ 12.00	12.25
*plus 7% of	*plus 7% of
hourly wage paid	hourly wage paid

### OVERTIME PAY

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED 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 %

### HOLIDAY

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

SUPPLEMENTS for holidays paid at straight time

### REGISTERED APPRENTICES

( 1000 ) hr terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked:

The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

\$ 12.00	12.25
*plus 7% of	*plus 7% of
hourly wage paid	hourly wage paid

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

6-1249a

### Lineman Electrician - Teledata

04/01/2009

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 WORK OUTSIDE BUILDING PROPERTY LINES.

07/01/2008

Cable Splicer	\$ 24.85
Installer/Repairman	23.60
Teledata Lineman	23.60
Technician/Equip Oper	23.60
Groundman	12.51

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

### SUPPLEMENTAL BENEFITS

Per hour worked:

\$4.43

\*plus 3% of hourly  
wage paid

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

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

6-1249LT - Teledata

#### Lineman Electrician - Traffic Signal Lighting

04/01/2009

**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

Per hour:

	07/01/2008	05/04/2009
Certified Welder	\$ 38.20	\$ 40.16
Lineman/Technician	36.38	38.25
Digging Mach	32.74	34.43
Tractor trailer driver	30.92	32.51
Groundman Truck Driver	29.10	30.60
Mechanic 1st Class	29.10	30.60
Flagman	21.83	22.95

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

The following SUPPLEMENTAL BENEFITS apply to all classifications including apprentices.

\$ 12.00	\$12.25
*plus 6.5% of hourly wage paid	*plus 6.5% of hourly wage paid

NOTE: Additional \$1.00 per hr. for entire crew when a helicopter is used.

\*NOTE: The 6.5% is based on the hourly wage paid, straight time rate or premium rate.

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: DOUBLE TIME FOR ALL EMERGENCY WORK DESIGNATED BY THE DEPT. OF JURISDICTION.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED 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%

#### HOLIDAY

Paid: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Gov Election Day.  
Overtime: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Gov Election Day.

#### REGISTERED APPRENTICES

( 1000 ) hour terms at the following percentage of Journeymans Wage.

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

6-1249a-LT



**Lineman Electrician - Tree Trimmer**

04/01/2009

**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**

Per hour:

Applies to line clearance, tree work and right-of-way preparation on all new or existing overhead electrical, telephone and CATV lines.

07/01/2008

Tree trimmer	\$ 21.22
Equip Operator	18.72
Mechanic	18.72
Truck Driver	15.82
Ground person	12.99
Flag person	9.25

**SUPPLEMENTAL BENEFITS**

Per hour worked:

\$ 5.60  
\*plus 3% of  
hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 10, 15, 16) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 10, 15, 16) on HOLIDAY PAGE

6-1249TT

**Mason - Building**

04/01/2009

**JOB DESCRIPTION** Mason - Building

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour	07/01/2008	07/01/2009	07/01/2010
		Additional	Additional
Building:			
Bricklayer	\$ 26.09	\$ 1.05	\$ 1.00
Cement Finish (Bldg)	26.09	1.05	1.00
Plasterer	26.09	1.05	1.00
Tuck Pointer	26.09	1.05	1.00
Stone Mason	26.09	1.05	1.00

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 15.41

**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

1st, 2nd and 3rd term 1500 hours and 4th term 1525 hours.

Rates per (1) year term:

1st.	2nd.	3rd.	4th.
\$ 14.67	\$ 14.76	\$ 17.97	\$ 21.67

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
\$ 6.04	\$ 10.11	\$ 11.06	\$ 11.51

5-3B - Z1

### Mason - Heavy&Highway

04/01/2009

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 5**

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

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

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

### WAGES

Per hour:	07/01/2008	07/01/2009	07/01/2010
		Additional	Additional
Cement Mason	\$ 26.29	\$ 1.70	\$ 1.75
Bricklayer	26.29	1.70	1.75

Add \$1.00 per hour for work from swing stage or swing scaffold, including rolling scaffold suspended from bridges.

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 15.65

### OVERTIME PAY

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

### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental benefits per hour worked:

All terms \$ 15.65

5-3h

### Mason - Tile Finisher

04/01/2009

**JOB DESCRIPTION** Mason - Tile Finisher

**DISTRICT 5**

### ENTIRE COUNTIES

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

### WAGES

Per hour:	07/01/2008	07/01/2009	07/01/2010
Building		Additional	Additional
Tile Finisher	\$ 21.71	\$ 1.05	\$ 1.05
Marble, Slate, Terrazzo and Tile			
Mason Finisher	21.71	1.05	1.05

#### SUPPLEMENTAL BENEFITS

Per hour worked: \$ 11.84

#### 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:

1700 hrs for 1st and 2nd term, 1600 hrs for 3rd term.

1st	2nd	3rd
\$10.40	\$14.57	\$18.97

Supplemental benefits per hour worked:

1st	2nd	3rd
\$ 2.97	\$ 5.53	\$ 7.85

5-3TF - Z1

#### Mason - Tile Setter

04/01/2009

**JOB DESCRIPTION** Mason - Tile Setter

**DISTRICT 5**

#### ENTIRE COUNTIES

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

#### WAGES

Per hour	07/01/2008	07/01/2009	07/01/2010
		Additional	Additional
Building:			
Tile Setter:	\$ 27.09	\$ 1.05	\$ 1.00

Marble, Slate, Terrazzo and Tile

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman Setter \$ 15.22

#### OVERTIME PAY

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

#### HOLIDAY

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

#### REGISTERED APPRENTICES

1000 hours per term at the following wage.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
\$ 11.45	\$ 13.48	\$ 15.02	\$ 16.80	\$ 18.59	\$ 20.37	\$ 24.24	\$ 27.46

Supplemental Benefits per hour worked:

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
\$ 9.67	\$ 9.75	\$ 10.33	\$ 10.67	\$ 11.00	\$ 11.34	\$ 11.71	\$ 12.73

**Millwright**

**04/01/2009**

**JOB DESCRIPTION** Millwright

**DISTRICT** 5

**ENTIRE COUNTIES**

Livingston, Monroe, Ontario, Wayne

**WAGES**

Per hour 07/01/2008

Building and Heavy Highway:

Millwright \$ 24.32

Certified welder 25.57

Hazardous 25.57

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Jouryneyman \$ 14.91

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

( 1 ) year terms at the following percentage of journeyman's wage.

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

Supplemental Benefits per hour worked:

Appr. 1st year \$ 7.68

Appr. 2nd year 11.82

Appr. 3rd year 12.51

Appr. 4th year 13.20

5-1163

**Operating Engineer - Building**

**04/01/2009**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 5

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Cranes 1 - Up to & including 25 ton hydraulic cranes, all boom trucks

Cranes 2 - 26 to 250 ton capacity hydraulic & lattice boom cranes and all "Euro-type" mobile tower crane

Cranes 3 - 251 ton capacity and over hydraulic and lattice boom cranes.

Cranes 4 - All tower cranes (when need to climb up)

CLASS 1: Air Tugger; Crane; Derrick, Big Generator Plant Hoist (on steel erection); Dredge Cableway; Backhoe, Clamshell, Dragline; Carrier Mounted Backhoe with 360 degree swing. Dragline Shovel and Similar machines over three-eighths cu.yd.capacity(Fact.rating); Bridge Crane (all types); Caisson auger and similar type machine; Forklift (with Factory Rating of fifteen ft. or more lift); Hoist (on steel erection); Mucking Machines; Ross Carrier (and similar types); Three-Drum Hoist (when all three drums are in use); Hydraulic/Krupp drill types.

CLASS 2: A-Frame Truck; Tractor Backhoe; Backfilling Mach., Hoist (1 or 2 drums); Barber Green & similar mach.; Maintenance Engr(mechanic); Post Hole Digger; Bulldozer; Carry-all type scraper; Pumps (regardless of Motive Power), no more than four (4) in number not to exceed twenty (20) inches in total capacity; Fine Grade and Finish Rollers; Side Boom Tractor; Stone Crusher; Compressors: Four (4) not to exceed 2000 CFM combined capacity; or three (3) or less with more than 1200 CFM, but not to exceed 2000 CFM; Concrete Mixer; Skid Steer loader with attachments; Concrete Pump; Concrete Placer; Tournadozer and similar types; Mechanical Slurry Machine (all kinds); Motor Grader; Belt Crete and similar type machines; Bituminous spreading machine, 3/8 yd. capacity or less (Factory Rating); Toumapull and similar types; (Dinky Locomotives all types); Elevating Grader; Elevator; Trenching Machines; Mega Mixers & Similar Type Mach.; Shot Crete Pump Mach.; Gunite Pump Mach; Fine Grade Machines (all kinds); Welder; Front End Loader; Forklift with Factory rating of less than fifteen (15) feet lift; Well Drill, High Pressure Boiler; Well Point System; EXCEPTION: Single electric pumps up to and incl. four (4) inches need not be manned.

CLASS 3: Any combination (Not to exceed three (3) pieces of equipment); Welding; Machine or Mechanical Conveyor (over 12 ft.in length); Mechanical Heater; Roller (Fill and Grade); Pumps (regardless of motive power), No more than three (3) in number, not to exceed twelve (12) inches total capacity; Rubber Tired Tractor; Compressors -- three (3) or less not to exceed 1200 CFM combined capacity; Longitudinal Float;

EXCEPTION: Single gasoline driven welding machine to 300 amps need not be manned.

CLASS 4: Junior Engineers on Truck Cranes.

CLASS 5: Junior Engineers.

Operating Engineer Building

Per hour:	07/01/2008	07/01/2009
Building:		
Crane 1	\$ 27.17	\$ 27.82
Crane 2	29.90	30.55
Crane 3	30.68	31.33
Crane 4	31.45	32.10
Master Mechanic	28.41	29.06
CLASS # 1	27.17	27.82
CLASS # 2	26.45	27.10
CLASS # 3	24.06	24.71
CLASS # 4	20.00	20.65
CLASS # 5	18.96	19.61

Maintenance, repair and renovation work on nuclear power plant paid 90% of above rates. The above rates does not cover hazardous waste removal work, See Heavy/Highway.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 17.78	\$ 18.69
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**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(1) year terms at the following percentage of journeyman's wage.

1st term	60% of class 3 rate
2nd term	65% of class 3 rate
3rd term	75% of class 2 rate
4th term	80% of class 1 rate

Supplemental Benefits per hour worked:

\$ 17.78	\$ 18.69
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**Operating Engineer - Building - Excavating & Paving**

**04/01/2009**

**JOB DESCRIPTION** Operating Engineer - Building - Excavating & Paving

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

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

CLASS A: Asphalt Paver; Automatic Fine Grader; Backhoe (except Tractor mounted, Rubber Tired); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Cherry Picker (over 5 ton capacity); Crane; Cranes and Derricks (steel erection); Dragline; Dual Drum Paver; Front End Loader (4 c.y. and over); Hoist (two or three drum); Pile Driver; Power Grader with elevating loader attachment; Quarry Master (or equivalent); Shovel; Slip Form Paver (if second man is needed, he shall be an oiler); Tractor Drawn Belt-type Loader; Truck Crane; Tunnel Shovel; Excavator-all purpose-Hydraulically operated; Hydro Axe; Hydraulic/krupp drill type;

CLASS B: Articulated off road material Hauler; Backhoe (tractor mounted, Rubber Tired); Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Boring Machine; Cage Hoist; Central Mix Plant (non-automated) and all concrete batching plants; Cherry Picker (5 tons and under); Compressor (4 or less) exceeding 2,000 c.f.m. combined capacity; Concrete Paver over 16S; Concrete Pump; Crusher; Drill Rigs (tractor mounted); Front-end Loader (under 4 c.y.); Hi-pressure Boiler (15 lbs. and over); Hoist, One Drum; Kolman Plant Loader and similar type loaders (if Employer requires another man to clean the screen or to maintain the equipment, he shall be an oiler); Maintenance Engineer; Maintenance Grease Man; Mechanical Slurry Machine; Mixer for stabilized base self-propelled; Monorail Machine; Plant Engineer, Power Broom; Power Grader; Pump Crete, Ready Mix Concrete Plant; Road Widener; Roller (all above sub-grade); Side Boom, Tractor Scraper, Tractor with Dozer and/or Pusher; Trencher; Winch; Skid Steer Loader with attachments.

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

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

CLASS E: Junior Engineer

Per hour:	07/01/2008	07/01/2009
Building Excavating and Paving:		
Master Mechanic	\$ 26.19	\$ 26.84
Class A	25.59	26.24
Class B	25.16	25.81
Class C	24.55	25.20
Class D	21.46	22.11
Class E	20.36	21.01

The above rates do not cover hazardous waste removal work, See Heavy/Highway.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 17.43	\$ 18.34
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**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(1) year terms at the following percentage of journeyman's wage.

1st term	60% of Class C rate
2nd term	65% of Class C rate
3rd term	75% of Class B rate
4th term	80% of Class A rate

Supplemental Benefits per hour worked:

\$ 17.43

\$ 18.34

5-832BEX

## Operating Engineer - Heavy&Highway

04/01/2009

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT** 5

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

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

### WAGES

Crane 1: All tower cranes, including self erecting to be paid \$4.00 per hour over Class A rate.

Crane 2: All Lattice Boom Cranes: All other cranes with a manufacturer's rating of fifty (50) ton and over, to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane rates apply when a Certificate of Competence is required by the New York State Department of Labor.

### MASTER MECHANIC:

CLASS A: Asphalt Paver; Automated Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (Auto); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-Propelled, Slipform); Concrete Pump; Dragline; Dredge; Dual Drum Paver; Excavator (All Purpose-Hydraulically Operated) (Gradall or Similar); Fork Lift (Factory Rated 15 feet and Over); Front End Loader (4 cu. yd. and Over); Head Tower (Sauerman or Equal); Hoist (Two or Three Drum); Holland Loader; Horizontal Directional Drill and Power Ram type equipment; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Overhead Crane (Gentry or Straddle Type); Pavement Breaker (self-propelled) Wertgen: PB-4 and similar type; Pavement Profiler over 105 horsepower; Pavement Rubbleizer; Pile Driver; Power Grader; Quad 9; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Log Chipper (Self Feeder with Loader); Tug Boat moving equipment or materials; Tunnel Shovel.

CLASS B: Backhoe (Tractor-Mounted, Rubber Tired); Bituminous Spreader & Mixer; Blacktop Plant (Non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant (Non Automated) and All Concrete Batching Plants; Compressors (4 or less) exceeding 2,000 c.f.m. combined capacity; Core Drill; Crusher; Diesel Power Unit; Drill Rigs hydraulic Krupp type); Drill Rigs (Tractor Mounted); Fork Lift (Factory rated under 15 feet); Front End Loader (Under 4 cu.yd.); Hoist (One Drum); Horizontal Directional Drill Locator; Hydro-Axe; Hydro-Blaster (self-propelled, non-manually operated); 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; Log Skidder; Lubrication Engineer/Greaseman; Mixer (for stabilized base self-propelled); Monorail Machine; Pavement Profiler 105 horsepower and under; Plant Engineer; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Skid Steer Loader with attachments; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Blasting Machine (self-propelled, non-manually operated); Vacuum Truck; Vermeer Type Saw; Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; Articulated Off Road Material Hauler; Aggregate Plant; Ballast Regulator (ride on); Cement and Bin Operator; Compressors (4 not to exceed 2,000 c.f.m. combined capacity: or 3 or less with more than 1,200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors (any size but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 of any type or combination); Concrete Pavement Spreaders and Finishers; Concrete Saw, (self-propelled); Conveyor; Deck Equipment Operator (Marine); Electric Pump Used in Conjunction with well-point system; Farm Tractor with Accessories; Fine Grade Machine; Form Tamper; Grout Pump; Guniting Machine; Hammers (hydraulic-self propelled); Hydro-Spiker (ride-on); Hydraulic Pump (jacking system); Hydroblaster (low pressure cleaning); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Post Hole Digger & Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Revinus Widener; Roller (grade & fill); Scarifier (ride-on); Shell Winder; Span-Saw (ride-on); Steam Cleaner; Submersible Electric Pump (when used in lieu of well point system); Tamper (ride-on); Tie Extractor (ride-on); Tie Handler (ride-on); Tie Insertor (ride-on); Tie Spacer (ride-on); Track Liner (ride-on); Tractor (with or Without towed accessories); Vibratory Compactor; Vibro Tamp; Well Drill; Well Point.

Per hour:	07/01/2008	07/01/2009	07/01/2010
Crane 1	\$35.36	\$36.36	\$37.41
Crane 2	34.36	35.36	36.41
Crane 3	33.36	34.36	35.41
Master Mechanic	32.62	33.62	34.67

CLASS A	31.36	32.36	33.41
CLASS B	30.65	31.65	32.70
CLASS C	27.79	28.79	29.84

Additional 2.50 per hr. for E.P.A. or D.E.C. certified toxic or hazardous waste work.

A single irregular work shift can start any time from 5:00 pm to 1:00 am.

All employees who work a single irregular work shift on Governmental mandated night work shall be paid and additional \$1.75 per hr. effective for work bid on or after September 01,2000.

**\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\***

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday.

#### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 18.23	\$ 19.23	\$ 20.18
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#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

#### **HOLIDAY**

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

#### **REGISTERED APPRENTICES**

(1000) hour terms at the following percentages.

1st term	60% of Class C
2nd term	65% of Class C
3rd term	70% of Class B
4th Term	75% of Class A

Supplemental Benefits per hour worked:

\$ 18.23	\$ 19.23	\$ 20.18
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5-832H

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#### **Operating Engineer - Heavy&Highway - Tunnel**

**04/01/2009**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway - Tunnel

**DISTRICT** 5

#### **ENTIRE COUNTIES**

Allegany, Cayuga, Chemung, Cortland, Jefferson, Lewis, Livingston, Madison, Monroe, Oneida, Onondaga, Ontario, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tompkins, Wayne, Yates

#### **PARTIAL COUNTIES**

Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.  
Herkimer: That portion of the county that lies west of a line drawn due north and due south through the railroad station in Little Falls, NY.

#### **WAGES**

Crane 1: All cranes, including self erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton nad below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

**MASTER MECHANIC/CHIEF TUNNEL ENG.:**



**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; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y. & over); Gradall; Head Tower (Sauerman or Equal); Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel); Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

**CLASS B:** Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and 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 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

**CLASS C:** A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill core; Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunit Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and 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-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinus Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour:	07/01/2008	07/01/2009	07/01/2010
Crane 1	\$ 37.73	\$ 38.73	\$ 39.78
Crane 2	36.73	37.73	38.78
Crane 3	35.73	36.73	37.78
Master Mechanic	35.86	36.86	37.91
CLASS A	33.73	34.73	35.78
CLASS B	32.51	33.51	34.56
CLASS C	29.72	30.72	31.77
CLASS D	26.71	27.71	28.76

#### SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 18.25	\$19.25	\$ 20.20
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#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

#### REGISTERED APPRENTICES

(1000) hours terms at the following percentages.

1st term	60% of Class D
2nd term	65% of Class C
3rd term	70% of Class B
4th term	75% of Class A

Supplemental Benefits per hour paid:

\$ 18.25	\$19.25	\$ 20.20
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5-832TL.

**Operating Engineer - Marine Construction**

**04/01/2009**

**JOB DESCRIPTION** Operating Engineer - Marine Construction

**DISTRICT 4**

**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:

DIPPER, CLAMSHELL DREDGES & HYDRAULIC DREDGES	07/01/2008- 09/30/2008	10/01/2008
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**CLASS A**

Operator, Leverman, Lead Dredgeman	\$ 32.09	\$ 32.89
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**CLASS B**

Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$27.94	\$ 28.49
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Certified Welder, Boat Operator(licensed)	\$ 26.29	\$ 26.84
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**CLASS C**

Drag Barge Operator, Steward, Mate, Assistant Fill Placer, Welder (please add)	\$ 25.49  \$ 0.51	\$ 26.14  \$ 0.06
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Boat Operator	\$ 24.79	\$ 25.29
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**CLASS D**

Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor Oiler(please add)	\$ 20.64  \$ 0.09	\$ 21.09  \$ 0.09
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**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2008- 09/30/2008	10/01/2008
All Classes A & B	\$ 7.80 plus 7% of straight time wage	\$ 8.05 plus 7% of straight time wage
(overtime hours add)	\$ 0.63	\$ 0.63
All Class C	\$ 7.50 plus 7% of straight time wage	\$ 7.75 plus 7% of straight time wage
(overtime hours add)	\$ 0.48	\$ 0.48
All Class D	\$ 7.20 plus 7% of straight	\$ 7.45 plus 7% of straight

(overtime hours add)	time wage	time wage
	\$ 0.23	\$ 0.23

#### OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

### Operating Engineer - Survey Crew

04/01/2009

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT 6**

#### ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, 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, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

#### PARTIAL COUNTIES

Dutchess: : The Northern portion of the county from the Northern boundry line of the City of Poughkeepsie North.

#### WAGES

Per hour:

**SURVEY CLASSIFICATIONS:** Party Chief- One who directs a survey party. Instrumentman- One who runs the instrument and assists the Party Chief. Rodman- One who holds the rods and in general, assists the survey party.

Survey Rates:	07/01/2008
Party Chief	\$29.82
Instrument/Rodperson	27.05

Additional 3.00 per hr. for work in a Tunnel.

Additional 2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$16.30
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#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

#### REGISTERED APPRENTICES

(1 yr. or 1000 hrs.) terms at the following wage rates.

	1st	2nd	3rd
07/01/2008	16.23	18.94	21.64

Supplemental Benefits:

Per hour worked:

Apprentices	\$16.30
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6-545 D.H.H.

### Operating Engineer - Survey Crew - Consulting Engineer

04/01/2009

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT 6**

#### ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, 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, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

#### PARTIAL COUNTIES

Dutchess: the northern portion of the county from the northern boundry line of the City of Poughkeepsie north.

## WAGES

Per hour:

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party.  
Instrument Man- One who runs the instrument and assists the Party Chief.  
Rodman- One who holds the rods and in general, assists the survey party.

07/01/2008

Survey Rates:

Party Chief	\$29.82
Instrument/Rodperson	27.05

Additional 3.00 per hr. for work in a Tunnel.

Additional 2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

## SUPPLEMENTAL BENEFITS

Per hour worked:

\$16.30

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

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

6-545 DCE

## Operating Engineer - Trenchless Pipe Rehab

04/01/2009

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab

DISTRICT 4

## 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:

07/01/2008

DSET/DSSET Operator	\$ 31.50
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Robotic Unit Operator	31.50
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DDCC Injection Operator	31.50
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Technician/Equipment Operator	27.00
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AM Liner/Hydra Seal Installer	27.00
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Hobas Pipe, Polyethylene Pipe or Pull and Inflate Liner Inst.	27.00
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## SUPPLEMENTAL BENEFITS

Per Hour Worked

All Classifications	\$ 11.34
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## OVERTIME PAY

See (B, H) on OVERTIME PAGE

## HOLIDAY

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

## REGISTERED APPRENTICES

At One Year Terms

(Per Hour)

First Year	\$ 16.00
Second Year	16.75
Third Year	17.25
Fourth Year	18.00

Supplemental Benefit  
(Per Hour Worked)  
All Terms \$ 11.34

4-138TrchPRch

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**Painter**

**04/01/2009**

**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:	07/01/2008	05/01/2009	05/01/2010	05/01/2011
		Addit.	Addit.	Addit.
Bridge*	\$ 32.00	\$ 2.00	\$ 2.00	\$ 2.00
Tunnel*	32.00	2.00	2.00	2.00
Tank*	30.00	2.00	2.00	2.00

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.

\* Note an additional \$1.00 per hour 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 worked:	\$ 17.25	\$ 17.30	\$ 17.35	\$ 17.40
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**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:

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

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

1st & 2nd terms	\$ 1.70
3rd & 4th terms	4.70
5th & 6th terms	5.70

3-4-Bridge, Tunnel, Tank

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**Painter**

**04/01/2009**

**JOB DESCRIPTION** Painter

**DISTRICT 5**

**ENTIRE COUNTIES**

Monroe, Wayne, Yates

**PARTIAL COUNTIES**

Livingston: Only the Townships of Genesee, Conesus, Caledonia, York, Avon, Lima, Leicester, Livonia, Mount Morris and Groveland.

Ontario: Entire county except the Townships and City of Geneva.

### WAGES

Per hour	07/01/2008	05/01/2009 Additional	05/01/2010 Additional
Base	\$ 21.31	\$1.10	\$1.10
Spray	21.91	1.10	1.10
Sandblast	22.06	1.10	1.10
WallCovering	21.61	1.10	1.10
Lead Paint Abatement	21.31	1.10	1.10
Drywall: Taper-Finisher*	22.16	1.10	1.10

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 14.65
Journeyman Taper-Finisher*	14.05

### OVERTIME PAY

exterior work only See (B,E4,F,R) on OVERTIME PAGE.  
all other work See ( B, F, R ) on OVERTIME PAGE.

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

### HOLIDAY

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

### REGISTERED APPRENTICES

Apprentices - Painter/Decorator: 1000 hour terms at the following percentage of journeyman's basic wage rate or the Transportation Bridge wage for bridge work:

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
*50%	55%	**60%	65%	70%	75%	80%	90%

Apprentices - Taper/Drywall Finisher: 1000 hour terms at the following percentage of journeymen's Taper wage:

1st	2nd	3rd	4th	5th	6th
*50%	55%	**60%	65%	75%	85%

Supplemental Benefits per hour worked:

*Appr. 1st & 2nd terms	\$ 1.75
**Appr. 3rd thru 8th terms	3.75

5-150

### Painter - Metal Polisher

04/01/2009

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 9

### ENTIRE COUNTIES

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

### WAGES

07/01/2008

Metal Polisher \$ 23.10\*

\*Note: All workers shall be paid an additional premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 34 feet off the ground. Such premium are to be paid on top of their straight time or overtime, whichever is applicable. This also applies to employees erecting scaffolding.

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2008

Journeyman: \$ 11.02

#### OVERTIME PAY

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

#### HOLIDAY

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

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

55% of Basic Polisher Rate

9-8A/28A-MP

#### Plumber

04/01/2009

#### JOB DESCRIPTION Plumber

DISTRICT 5

#### ENTIRE COUNTIES

Livingston, Monroe, Ontario, Yates

#### PARTIAL COUNTIES

Allegany: Only the Townships of Alfred, Almond, Andover, Birdsall, Burns, Grove, Independence, Ward, Wellsville, W. Almond, Willing, Scio east of Rt. 19.

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

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

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

Steuben: Only the Townships of Cameron, Canisteo, Freemont, Greenwood, Harsville, Hornell, Hornellville, Howard, Jasper, Rathbone, Troopsburg, Tuscarora, W. Union, and Woodhull.

Wayne: Only the Townships of (Newark), (Clyde), and Williamson.

#### WAGES

Per hour	07/01/2008	05/01/2009	05/01/2010
		Additional	Additional
	\$30.34	\$1.75	\$1.83

Maintenance, repair and renovation work performed on nuclear power plants paid at 100% of wage above plus full benefits.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$15.65

#### OVERTIME PAY

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

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

\*Time and one half for work on the day after Thanksgiving.

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

(1/2) year terms at the following wage rates.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.	9th.	10th.
40%	45%	50%	53%	56%	59%	62%	66%	70%	75%

Supplemental Benefits per hour worked:

Appr. 1st year	\$ 6.40
ppr. 2nd, 3rd, 4th years	12.95
Appr. all other years	13.95

5-13-SF

**Roofer**

04/01/2009

**JOB DESCRIPTION** Roofer

**DISTRICT 5**

**ENTIRE COUNTIES**

Livingston, Monroe, Ontario, Wayne, Yates

**WAGES**

Per hour	07/01/2008	06/01/2009 Additional
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Roofer	\$ 24.30*	\$1.05
Waterproofer	24.30*	1.05

\*When working on a roofing project requiring an individual to be a Licensed Asbestos Handler.

\*Licensed Asbestos Handler: Non Removal-Base Wage plus \$.50 and \$.25 in Supps.

\*Licensed Asbestos Handler: Removal-Base Wage plus \$1.25 and \$.25 in Supps.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 12.62
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**OVERTIME PAY**

See ( B,E\*Note,E2,Q ) on OVERTIME PAGE. \*Note Double-time for new work on Saturdays.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

1st.	2nd.	3rd.	4th.	5th.	6th.
45%	50%	55%	60%	70%	75%

Supplemental Benefits per hour worked:

Appr. 1st and 2nd terms	\$ 4.76
Appr. 3rd thru 6th terms	12.62

5-22

**Sheetmetal Worker**

04/01/2009

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 5**

**ENTIRE COUNTIES**

Livingston, Monroe, Ontario, Seneca, Wayne, Yates

**WAGES**

Per hour	07/01/2008
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Sheetmetal Worker	\$ 28.28
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To include metal standing seam roofing, flashing and gravel stop.

Maintenance, repair and renovation work on nuclear power plant paid at 90% of above wage plus full benefits.

**\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\***

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday.

**SUPPLEMENTAL BENEFITS**

Per hour worked:



Journeyman \$ 15.86

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.	9th.	10th.
40%	43%	46%	49%	54%	58%	62%	66%	75%	84%

Supplemental Benefits per hour paid:

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.	9th.	10th.
\$ 6.88	\$ 7.50	\$ 10.44	\$ 10.50	\$ 12.03	\$ 12.11	\$ 13.62	\$ 13.70	\$ 13.88	\$ 14.05

5-46

**Sprinkler Fitter**

04/01/2009

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**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, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

**WAGES**

Per hour

	07/01/2008	01/01/2009	04/01/2009	01/01/2010
Sprinkler Fitter	\$ 29.90	\$ 29.90	\$ 30.65	\$ 30.65

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 16.30	\$ 17.30	\$ 17.30	\$ 18.35
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour

One Half Year terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

	07/01/2008	01/01/2009	04/01/2009	01/01/2010
1st & 2nd terms	\$ 7.06	\$ 7.71	\$ 7.71	\$ 8.41
3rd & 4th terms	\$ 11.30	\$ 12.05	\$ 12.05	\$ 12.85
All others	\$ 16.30	\$ 17.30	\$ 17.30	\$ 18.35

1-669

**Teamster - Building**

04/01/2009

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 5**

### ENTIRE COUNTIES

Livingston, Monroe, Ontario

### PARTIAL COUNTIES

Genesee: Only in the Townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavillion, Leroy, Strafford and Bergen.

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

Steuben: Only in the Township of Wayland.

Wayne: Only in the Townships of Ontario, Walworth and Macedon.

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

### WAGES

Per hour worked: 07/01/2008 05/01/2009

#### Building

Group A	\$ 21.44	\$ 21.84
Group B	21.29	21.69
Group C	21.69	22.09
Group D	21.59	21.99
Group E	21.69	22.09

Group A: Concrete transportation (Ready Mix); Tractor and attached units (Except Low-Boys) and trucks of actual ten (10) tons capacity or over.

Group B: Truck-actual capacity of less than ten (10) tons; helpers.

Group C: Mechanics

Group D: Tractor and Low-Boy.

Group E: 25 ton and over tractors and low-boys moving engineers self-powered equipment.

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 10.63	\$ 10.88
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### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

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

5-118

### Teamster - Heavy&Highway

04/01/2009

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 5

### ENTIRE COUNTIES

Livingston, Monroe, Ontario

### PARTIAL COUNTIES

Genesee: Only in the Townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavillion, Leroy, Strafford and Bergen.

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

Steuben: Only in the Township of Wayland.

Wayne: Only in the Townships of Ontario, Walworth and Macedon.

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

### WAGES

Per hour 07/01/2008

#### Heavy/Highway:

Group #1	\$ 21.30
Group #2	21.35
Group #3	21.40
Group #4	21.55
Group #5	21.70

There shall be a twelve (12) month carryover from the bid date of the posted proposal wage and fringe benefit rates. However, if the project document contains multiyear rate schedules, the Employer shall be obligated to pay wage rates therein as they become effective.

Group #1: Warehousemen, Yardmen, Truck helpers, Pickups, Panel trucks, Flatboy material trucks(straight jobs), Single Axle dump trucks, Dumpsters, Material checkers and receivers, Greasers, Truck firemen, Mechanics helpers and parts chasers. Rubber-tired tractors (towing or pushing flat body vehicles), Form truck.

GROUP #2: Tandems and batch trucks, Mechanics, Dispatcher, When used as a hauling vehicle the following: Front end loader, A-frame and fork lift.

GROUP #3: Semi-trailers, Low-boy trucks, Asphalt distributor trucks, And agitator, Mixer trucks and Dumpcrete type vehicles, Truck mechanic, Fuel trucks, Boom truck.

GROUP #4: Specialized earth moving equipment, Euclid type, or similar off-highway, Where not self-loaded, Straddle (Ross) carrier, And self-contained concrete mobile truck.

GROUP #5: Off-highway Tandem back-dump, Twin engine equipment and Double-hitched equipment where not self-loaded.

#### **SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyman \$ 13.00

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

#### **HOLIDAY**

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

5-791H

#### **Welder**

04/01/2009

**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 07/01/2008

Welder (To be paid the same rate of the mechanic performing the work)

#### **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.

- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- ( 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
- ( 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
- ( 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
- ( 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, if worked
- ( 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, if worked

- ( U ) Four times the hourly rate for Holidays, if worked
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

## 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



**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

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

AGENCY	Fiscal Officer	SSN/FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	AG	*****1355	4-A GENERAL CONSTRUCTION CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****3983	A & D CONTRACTING CORP.		15 PINE AIRE DRIVE BAY SHORE NY 11706	08/01/2005	08/01/2010
DOL	DOL	*****7478	A & T GENERAL CONSTRUCTION INC.		3 ALAN B SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	DOL	*****9254	A A GENERAL CONTRACTORS INC.		1765 MT. READ BOULEVARD ROCHESTER NY 14606	10/18/2004	10/18/2009
DOL	DOL	*****0635	ABOVE ALL PUMP REPAIR CORP		360 KNICKERBOCKER AVENUE BATAVIA NY 11716	10/20/2008	10/20/2013
DOL	NYC	*****8758	ACC CONSTRUCTION CORP.		6 EAST 32ND ST - 7TH FL NEW YORK NY 10016	05/25/2006	05/25/2011
DOL	NYC	*****5022	ACE DRYWALL SYSTEMS INC.		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	AG	*****8219	ACTIVE CABLING INC		C/O FRANK DECAPITE 7 SYCAMORE ROAD DRWOODBURY NY 11797	10/02/2008	10/01/2013
DOL	DOL	*****3012	ADAM DECKMAN	DECKMAN PAINTING	154 POND VIEW PARKWAY ROCHESTER NY 14612	04/16/2007	04/16/2012
DOL	DOL	*****5116	ALJAA CONSTRUCTION CORPORATION		3755 SENECA STREET WEST SENECA NY 14403	12/14/2005	12/14/2010
DOL	DOL		ALL TOWNS MECHANICAL	BARRY MORRIS	18 EAST SUNRISE HIGHWAY FREEPORT NY 11758	01/21/2008	01/21/2013
DOL	DOL	*****3101	ALLSTATE CONCRETE CUTTING, INC.		635 MIDLAND AVENUE GARFIELD NJ 07026	07/09/2007	07/09/2012
DOL	DOL	*****5918	AMERICAN WEATHERTITE, INC.		PO BOX 208 CLIFTON NJ 07110	03/28/2005	03/28/2010
DOL	DOL	*****8291	AMIR'S VISION INC		230 PRATT STREET BUFFALO NY 14204	09/17/2008	09/17/2013
DOL	AG		AMODIO RUSSO		14 BRAYRON ROAD CARMEL NY 10512	06/01/2005	06/01/2010
DOL	AG		ANASTASIA ANTHOULIS	AKA STACEY GOUZOS	131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****0860	ANDREA STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	AG		ANDRES ALVAREZ		372 NORTH MAIN STREET LODI NJ 07644	12/24/2004	12/24/2009
DOL	DOL		ANNE M DIPIZIO		217 STRASMER ROAD DEPEW NY 14043	12/14/2005	12/14/2010
DOL	DOL	*****7262	ANS WELDING CORP		111 DALE STREET WEST BABYLON NY 11704	06/09/2004	06/09/2009
DOL	AG	*****7327	ANTHOS CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****2725	ARAGONA CONSTRUCTION CORP		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL	*****8482	ARGO CONTRACTING CORP		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	DOL		ARTHUR C OSUORAH		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	*****8027	ARTHUR DESIGN ENGINEERS & ASSOCIATES		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	*****2993	AST DRYWALL & ACOUSTICS INC		46 JOHN STREET - STE 711 NEW YORK NY 10038	12/16/2008	12/16/2013
DOL	DA	*****5761	AZTEC PLUMBING & HEATING CORP		153 BAYWOODS LANE BAY SHORE NY 11706	03/19/2007	03/19/2012
DOL	DOL	*****3559	B & Z DEVELOPMENT INC	BEN-ZVY ENTERPRISE S INC	19 WEST STREET SPRING VALLEY NY 10977	02/22/2005	02/22/2010
DOL	DOL	*****7828	BALLAGH GENERAL CONTRACTING INC		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	DOL	*****1498	BAT-JAC CONSTRUCTION INC		62 NEULIST AVENUE PORT WASHINGTON NY 11050	07/17/2004	07/17/2009
DOL	DOL	*****3524	BAT-JAC CONTRACTING INC		62 NEULIST AVENUE PORT WASHINGTON NY 11050	07/17/2004	07/17/2009
DOL	DOL		BAT-JAC INC		62 NEULIST AVENUE PORT WASHINGTON NY 11050	07/17/2004	07/17/2009
DOL	DOL		BEATRICE ORTEGA		764 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL	*****3559	BEN-ZVY ENTERPRISES INC.		19 WEST STREET SPRING VALLEY NY 10977	02/22/2005	02/22/2010
DOL	DOL		BERNADETTE GORMALLY		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	NYC		BERNARD COHNEN		193 HARWOOD PLACE PARAMUS NJ 07652	05/14/2008	05/14/2013
DOL	DOL	*****5455	BEST OF FRIENDS OF SCHENECTADY CONSTR CO		425 HAMILTON STREET SCHENECTADY NY 12305	01/24/2006	01/24/2011



DOL	DOL	*****9890	BETTY JOE FRAZIER	NOBLE CONSTRUCTION GROUP	23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL	*****0818	BLASTEC INC	MILLER SANDBLASTING & PAINTING	121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL	*****8501	BLOCKHEAD CONCRETE & PAVING INC		P O BOX 71 CHEEKTOWAGA NY 14225	09/03/2008	09/03/2013
DOL	DOL	*****0289	C J H INC		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL	*****9286	CALI BROTHERS INC		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	NYC	*****4437	CAPPRY CONTRACTING MGMT. CORP		1081 CONEY ISLAND AVENUE BROOKLYN NY 11230	02/09/2006	02/09/2011
DOL	DOL	*****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	02/14/2011
DOL	DOL		CHARLES MARANGOUDAKIS		25 WOODHILL LANE MANHASSET NY 11030	08/16/2005	08/16/2010
DOL	DOL		CHARLES MURDOUGH		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL		CHESTER A BEDELL		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		CHRISTINA J HOEK		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL		CHRISTOPHER NICHOLSON		91 NEWMAN PLACE BUFFALO NY 14210	10/19/2006	10/19/2011
DOL	AG	*****7344	COLUMBUS GENERAL CONSTRUCTION INC		914 NEWKIRK AVENUE BROOKLYN NY 11230	12/16/2004	12/16/2009
DOL	DOL	*****6866	COMMERCIAL SYSTEM CONSTRUCTION		91 NEWMAN PLACE BUFFALO NY 14210	10/19/2006	10/19/2011
DOL	AG	*****0033	CORINTHIAN CONSTRUCTION CO INC		372 NORTH MAIN STREET LODI NJ 07644	12/24/2004	12/24/2009
DOL	NYC	*****8777	CROSSLAND ELECTRICAL SYSTEMS INC		846 EAST 52ND STREET BROOKLYN NY 11203	12/19/2008	12/29/2013
DOL	DOL	*****4266	CRYSTAL INTERIOR CONTRACTING INC		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL	*****6339	D J FLOORS INC		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL		DEANNA J REED		5900 MUD MILL RD-BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****3012	DECKMAN PAINTING		154 POND VIEW PARKWAY ROCHESTER NY 14612	04/16/2007	04/16/2012
DOL	DOL		DENNIS LOUNSBURY		C/O DENNIS LOUNSBURY BLD P O BOX 220BULVILLE NY 10915	05/27/2004	05/27/2009
DOL	DOL	*****8702	DENNIS LOUNSBURY BUILDERS INC	AKA LOUNSBURY ERECTORS INC	P O BOX 220 BULVILLE NY 10915	05/27/2004	05/27/2009
DOL	DOL	*****7523	DEPOALO AND SON BLDG CONTRACTORS INC		296 MORRIS ROAD SCHENECTADY NY 12303	07/12/2004	07/12/2009
DOL	DOL		DESMOND CHARLES		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL	*****7157	DG PIPELINE INC		312 HALSEYVILLE ROAD ITHACA NY 14850	09/06/2006	09/06/2011
DOL	DOL	*****3218	DIAMOND "D" CONSTRUCTION CORP		5270 TRANSIT ROAD DEPEW NY 14043	12/14/2005	12/14/2010
DOL	DOL		DIMITEIUS KASSIMIS		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL	*****1415	DIRAON COMMERCIAL CONTRACTORS		310 MAPLE AVENUE NEW HAMPTON NY 10958	05/18/2004	05/18/2009
DOL	DOL	*****3364	DJH MECHANICAL ASSOCIATES LTD		155 KINGSBRIDGE ROAD EAST MOUNT VERNON NY 10552	02/01/2006	02/01/2011
DOL	DOL		DOMINIC ANTONUCCI		1939 TOWN LINE ROAD HILTON NY 14468	10/18/2004	10/18/2009
DOL	DOL	*****5881	DON ADAMS ROOFING INC		472 COMMERCE STREET HAWTHORNE NY 10532	12/07/2005	12/07/2010
DOL	DOL		DONALD SCHWENDLER		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL	*****6148	DOT CONSTRUCTION OF NY INC		765 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL		DOUGLAS MCEWEN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL		DOUGLAS S GRIFFEN		312 HALSEYVILLE ROAD ITHACA NY 14850	09/06/2006	09/06/2011
DOL	DOL	*****1693	E GREEN RESTORATION & ROOFING INC		117 HAWLEY STREET BINGHAMTON NY 13901	06/21/2004	06/21/2009
DOL	DOL		EDWARD SUBEH		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013

DOL	DOL	*****3554	ELITE BUILDING ENTERPRISES INC		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/21/2013
DOL	DOL		ELIYHU BENYAMIN		303 TEN EYCK STREET BROOKLYN NY 11206	03/05/2005	03/05/2010
DOL	AG	*****3233	EMEIS & EMEIS GENERAL CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****5677	ENVIROCLEAN SERVICES LLC		4245 UNION ROAD - STE 210 BUFFALO NY 14225	09/07/2004	09/07/2009
DOL	DOL		EREZ BEN-ZVY		19 WEST STREET SPRING VALLEY NY 10977	02/22/2005	02/22/2010
DOL	DOL		ESCO INSTALLERS LLC		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	DOL	*****0329	FAULKS PLUMBING HEATING & AIR CONDITIONING INC		3 UPTON STREET HILTON NY 14468	06/10/2008	06/10/2013
DOL	NYC	*****2505	FLORENCE XVI CENTURY MARBLE INC		120 GLEN HEAD ROAD GLEN HEAD NY 11545	08/03/2005	08/03/2010
DOL	DOL	*****2474	FLOWER CITY ASBESTOS INC		850 ST PAUL STREET ROCHESTER NY 14605	08/18/2004	08/18/2009
DOL	DOL	*****7832	FLOWER CITY INSULATION SALES & CONTRACTORS		137 YORKTON STREET WEBSTER NY 14580	08/03/2004	08/03/2009
DOL	DOL	*****7975	FORD CONSTRUCTION INC		18-18 26TH STREET ASTORIA NY 11102	07/18/2005	07/18/2010
DOL	DOL		FORD MASONRY		18-18 26TH STREET ASTORIA NY 11102	07/18/2005	07/18/2010
DOL	DOL		FRANCIS (FRANK) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK (FRANCIS) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK BAKER		24 EDNA DRIVE SYOSSET NY 11791	05/14/2008	05/14/2013
DOL	DOL	*****0128	FRANK J TUCEK & SON INC		92 NORTH ROUTE 9W CONGERS NY 10920	01/29/2007	01/29/2012
DOL	DOL		FRANK LOBENE JR		13 CHEVIOT LANE ROCHESTER NY 14624	10/18/2005	10/18/2010
DOL	DOL	*****9832	G A FALCONE CONSTRUCTION INC		253 COMMONWEALTH AVENUE BUFFALO NY 14216	08/07/2007	08/07/2012
DOL	DOL	*****7088	GBA CONTRACTING CORP		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	AG		GEORGE BEGAKIS		57-16 157TH STREET FLUSHING NY 11355	10/04/2006	10/04/2011
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	AG		GERARD IPPOLITO		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	AG		GERASIMO ANDRIANIS		22-15 47TH STREET ASTORIA NY 11105	08/03/2006	08/03/2011
DOL	DOL		GREG SURACI		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	DOL		GREGORY KLOEPFER		248 LEIN ROAD WEST SENECA NY 14224	10/06/2004	10/06/2009
DOL	DOL		GRIOGORIOS BELLOS		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	DOL		HALEEM ZIHENNI		3 ALAN B SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	AG		HARRISON JARVIS		132 W 129TH ST - STE 4W NEW YORK NY 10027	08/12/2004	08/12/2009
DOL	DOL	*****0080	HI-AMP ELECTRICAL CONTRACTING CORP		265-12 HILLSIDE AVENUE FLORAL PARK NY 11004	02/15/2008	02/15/2013
DOL	AG	*****1841	HOWARD K ENTERPRISE INC		219-02 NORTHERN BOULEVARD FLUSHING NY 11361	04/14/2005	04/14/2010
DOL	AG		HOWARD KIM		75 WEST EDSALL BOULEVARD PALISADES PARK NJ	04/14/2005	04/14/2010
DOL	DOL		IES ENVIRONMENTAL INC		1655 ELMWOOD AVENUE CRANSTON RI 02910	10/05/2004	10/05/2009
DOL	DOL	*****6293	IMPRESSIVE CONCRETE CORP		264A SUBURBAN AVENUE DEER PARK NY 11729	12/18/2007	12/18/2012
DOL	DOL	*****8898	IN-TECH CONSTRUCTION INC		8346 BREWERTON ROAD CICERO NY 13039	07/06/2007	07/06/2012
DOL	NYC	*****7728	INTEGRITY CONSTRUCTION & CONSULTING SERVS		7615 MYRTLE AVENUE GLENDALE NY 11385	02/15/2007	02/15/2012
DOL	DOL	*****8266	INTERNATIONAL ENVIRONMENTAL RESOURCES		2 STAFFORD COURT CRANSTON RI 02920	10/05/2004	10/05/2009
DOL	DOL	*****8266	INTERNATIONAL ENVIRONMENTAL SERVICES INC	INTERNATIONAL ENVIRONMENTAL RESOURCES	2 STAFFORD COURT CRANSTON RI 02920	10/05/2004	10/05/2009

DOL	DOL	*****0488	INTERWORKS SYSTEMS, INC.		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		IVAN TORRES		11 PLYMOUTH ROAD DIX HILLS NY 11746	02/15/2008	02/15/2013
DOL	AG	*****0663	J B C CONTRACTING CO., INC.		346 PROSPECT AVE- 1ST FL BROOKLYN NY 11215	03/23/2005	03/23/2010
DOL	AG	*****0280	J B C CONTRACTING COMPANY		346 PROSPECT AVE. - 1ST F BROOKLYN NY 11215	03/23/2005	03/23/2010
DOL	DOL	*****4003	J BARR CONSTRUCTION CORP		119-51 METROPOLITAN AVE BROOKLYN NY 11415	12/14/2004	12/14/2009
DOL	DOL	*****7357	J C MCCASHION CONSTRUCTION INC		84 FREDERICKS AVENUE ALBANY NY 12205	04/13/2006	04/13/2011
DOL	DOL		JAMES NEY JR		1655 ELMWOOD AVENUE CRANSTON RI 02910	10/05/2004	10/05/2009
DOL	AG	*****1562	JANS GENERAL CONSTRUCTION CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		JASON ASBURY		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	DOL		JAY MEYER		239 MARSH DRIVE DEWITT NY 13214	02/20/2007	02/20/2012
DOL	DOL		JEANETTE CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JEFF LOUNSBURY		C/O DENNIS LOUNSBURY BLD P O BOX 220BULVILLE NY 10915	05/27/2004	05/27/2009
DOL	DOL		JOHN B DUGAN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DA		JOHN BIAS		153 BAYWOODS LANE BAY SHORE NY 11706	03/19/2007	03/19/2012
DOL	AG		JOHN BRADFORD		6614 FURNACE ROAD ONTARIO NY 14519	12/22/2004	12/22/2009
DOL	NYC		JOHN O'SHEA		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL	*****5970	JOHN PREVETE FRAMING AND JOHN PREVETE FRAMING INC	JOHN PREVETE	320 RIDGE ROAD WEST MILFORD NJ 07480	03/26/2008	03/26/2013
DOL	DOL		JOSE DOS SANTOS JR		85-08 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	DOL		JOSEPH CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JOSEPH DIPIZIO		5270 TRANSIT ROAD DEPEW NY 14043	12/14/2005	12/14/2010
DOL	DOL	*****1763	JR RESTORATION & ROOFING INC		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	NYC		JRC ARIS ELECTRIC CONTRACTORS		516 EAST 51ST STREET BROOKLYN NY 11236	09/13/2004	09/13/2009
DOL	NYC	*****9418	JRC ELECTRIC CONTROL SERVICE, INC.		516 EAST 51ST STREET BROOKLYN NY 11236	09/13/2004	09/13/2009
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****9422	JUNKYARD CONSTRUCTION CORP.		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012
DOL	DOL	*****3810	K M MARTELL CONSTRUCTION, INC.		57 CROSS ROAD MIDDLETOWN NY 10940	06/25/2007	06/25/2012
DOL	DOL	*****9993	K M R ENTERPRISES		10 STUFFLE STREET CROPSEYVILLE NY 12052	12/20/2006	12/20/2011
DOL	DOL	*****8648	K-STAR CONSTRUCTION CORP		42 48 161ST STREET FLUSHING NY 11358	12/11/2006	12/11/2011
DOL	NYC		KAZIMIERZ KONOPSKI		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	AG		KEFCAL CONSTRUCTION, INC.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	NYC	*****4923	KELLY'S SHEET METAL, INC.		1426 ATLANTIC AVENUE BROOKLYN NY 11216	12/28/2007	12/28/2012
DOL	DOL		KEMPTON MCINTOSH		8531 AVENUE B BROOKLYN NY 11236	12/16/2008	12/16/2013
DOL	DOL		KENNETH MERZ		62 NEULIST AVENUE PORT WASHINGTON NY 11050	07/17/2004	07/17/2009
DOL	DOL		KENNETH W. GRIFFIN		101 LILL STREET ROCHESTER NY 14621	05/01/2006	05/01/2011
DOL	DOL		KEVIN MARTELL		57 CROSS ROAD MIDDLETOWN NY 10940	06/25/2007	06/25/2012
DOL	DOL		KING MACHINE	DBA KING MACHINE	11365 CENTER ROAD SHERIDAN NY 14135	04/04/2005	04/04/2010
DOL	DOL	*****4359	KLOEPFER'S FLOOR COVERING		248 LEIN ROAD WEST SENECA NY 14224	10/06/2004	10/06/2009
DOL	AG	*****3318	KOSMAR CONTRACTING CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		KRIS CLARKSON		2484 CATON ROAD CORNING NY 14830	06/20/2007	06/20/2012

DOL	DOL	*****3496	L & T PLUMBING CORP.		367 VETERANS MEMORIAL HWY COMMACK NY 11725	01/11/2005	01/11/2010
DOL	DOL	*****5462	LABAR ENTERPRISES OF ROCHESTER, INC.	LABARBERA EXCAVATING INC	2121 EMPIRE BOULEVARD WEBSTER NY 14580	04/18/2005	04/18/2010
DOL	DOL	*****5462	LABARBERA EXCAVATING INC		2121 EMPIRE BOULEVARD WEBSTER NY 14580	04/18/2005	04/18/2010
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	02/14/2011
DOL	DOL		LARRY FRANGOS		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	DOL	*****0256	LIBERTY PAINTING COMPANY INC		183 LORFIELD DRIVE SNYDER NY 14226	12/08/2005	12/08/2010
DOL	AG	*****5102	LIBERTY TREE SERVICE, INC.		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	*****6651	LIGHTNING FAST LABOR FORCE SERVICES, INC.		150 NORTH CHESTNUT STREET ROCHESTER NY 14604	05/01/2006	05/01/2011
DOL	DOL		LINDA WILLIAMS		C/O MJAB CONSTRUCTION INC 183 WASHINGTON AVENUE NEW ROCHELLE NY 10801	04/22/2004	04/22/2009
DOL	DOL	*****4981	LOBENE PAINTING, INC.		13 CHEVIOT LANE ROCHESTER NY 14624	10/18/2005	10/18/2010
DOL	AG	*****4654	LOOK UNDER THE CARPET SERVICES INC		P O BOX 686 BUFFALO NY 14290	12/15/2005	12/15/2010
DOL	DOL	*****5953	LPD CONTRACTING INC		1205 MCBRIDE AVENUE WEST PATTERSON NJ 07424	08/27/2007	08/27/2012
DOL	DOL	*****3105	LTS CONSTRUCTION INC		24 MILLER STREET ROCHESTER NY 14605	06/30/2004	06/30/2009
DOL	DOL	*****6714	M & S PIPELINE EXCAVATION COMPANY INC		784 CONKLIN ROAD BINGHAMTON NY 13903	05/06/2004	05/06/2009
DOL	DOL	*****9875	M & S STRIPING INC		73 INDUSTRIAL PARK BLVD ELMIRA NY 14901	01/10/2007	01/10/2012
DOL	DOL	*****9688	M K PAINTING INC		4157 SEVENTH STREET WYANDOTT MI 48192	05/14/2007	05/14/2012
DOL	AG		MANNS CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****4543	MARANGOS CONSTRUCTION CORP		59-45 56TH AVENUE MASPETH NY 11378	08/16/2005	08/16/2010
DOL	DOL		MARY NEWSOM		1537 UNION STREET SCHENECTADY NY 12309	05/24/2004	05/24/2009
DOL	DOL	*****7694	MAS-ANN MECHANICAL INC		35 REGENCY OAKS BLVD ROCHESTER NY 14624	07/24/2002	01/04/2010
DOL	DOL	*****2053	MASCIARELLI CONSTRUCTION CO		784 CONKLIN ROAD BINGHAMTON NY 13903	05/06/2004	05/06/2009
DOL	DOL		MATTHEW LOBENE		13 CHEVIOT LANE ROCHESTER NY 14624	10/18/2005	10/18/2010
DOL	DOL		MCS PAINTING CONTRACTORS, INC.		LIME KILN COURT STONY POINT NY 10980	01/25/2006	01/25/2011
DOL	DOL	*****0241	MERIT FENCE CO INC		130 OLD ROUTE 6 CARMEL NY 10512	08/06/2003	02/02/2012
DOL	AG	*****1515	MGC RESTORATION SERVICES, INC.		64-58 218TH STREET BAYSIDE NY 11364	01/01/2005	01/01/2010
DOL	AG		MICHAEL CAPOUS		64-58 218 STREET BAYSIDE NY 11364	01/01/2005	01/01/2010
DOL	DOL		MICHAEL L. KRIVITZA	NORTHEAST TECHNOLOGIES	105 PINE STREET - APT 2 EAST ROCHESTER NY 14445	05/14/2007	05/14/2012
DOL	DOL		MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL	*****0860	MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL		MICHAEL TAYLOR		66 RYBKA ROAD STUYVESANT FALLS NY 12174	03/02/2007	03/02/2012
DOL	DOL	*****0818	MILLER SANDBLASTING AND PAINTING		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL	*****0937	MJAB CONSTRUCTION INC		183 WASHINGTON AVENUE NEW ROCHELLE NY 10801	04/22/2004	04/22/2009
DOL	DOL	*****4435	MODERN TECH DESIGN & SERVICES INC		9151 SOUTHWESTERN BLVD ANGOLA NY 14006	01/19/2006	01/19/2011
DOL	AG		MOHAMMED A. RASHID		914 NEWKIRK AVENUE BROOKLYN NY 11230	12/16/2004	12/16/2009

DOL	DOL		MOHAMMED ALI ALVI		22-41 26TH STREET APT. 2ASTORIA NY 11102	07/18/2005	07/18/2010
DOL	AG		MOHAMMED H. KABIR		200 EAST 77TH STREET BROOKLYN NY 11218	03/23/2005	03/23/2010
DOL	DOL	*****6616	MUIR CONTRACTORS ASSOCIATES INC		75 ARGYLE AVE - SUITE 2B UNIONDALE NY 11553	08/18/2005	08/18/2010
DOL	DOL	*****2251	MURDOUGH DEVELOPMENT CO., INC.		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL		N F K ENTERPRISES		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL	*****3310	N F K EXCAVATING AND CONSTRUCTION INC		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL	*****7371	N F K LANDSCAPING SUPPLY CORP		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL	*****2213	NEUSS CONSTRUCTION, INC.		1191 ROUTE 9W - SUITE #C6 MARLBORO NY 12542	09/06/2006	09/06/2011
DOL	DOL		NICK NITIS		3 ALAN B SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	DOL	*****9890	NOBLE CONSTRUCTION		23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL	*****7771	NORTHEAST TECHNOLOGIES		105 PINE STREET APT. 2 EAST ROCHESTER NY 14445	05/14/2007	05/14/2012
DOL	DOL	*****1833	NORTHEASTERN SUPREME FLOOR CO., INC		66 BENEDICT STREET CASTLETON NY 12033	03/02/2007	03/02/2012
DOL	AG	*****9457	NU-LOOK PAINTING & WALLPAPERING, INC.		151-60 7TH AVENUE WHITESTONE NY 11357	08/04/2004	08/04/2009
DOL	DOL	*****0797	O GLOBO CONSTRUCTION CORP		85-06 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	AG	*****1641	OLYMPIA MECHANICAL PIPING & HEATING, INC.		3624 12TH AVENUE BROOKLYN NY 11218	08/18/2005	08/18/2010
DOL	DOL	*****1803	OMNI CONTRACTING COMPANY, INC.		3 ALAN B. SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	NYC	*****3855	OT & T INC		36-28 23RD STREET LONG ISLAND CITY NY 11106	01/15/2008	05/14/2013
DOL	DOL	*****8727	P & H SUPPLY COMPANY INC		241-A HARRISON AVENUE HARRISON NY 10528	01/15/2004	05/25/2009
DOL	AG	*****5133	P&T IRON WORKS		59 PLAIN AVENUE NEW ROCHELLE NY 10801	06/01/2005	06/01/2010
DOL	DOL	*****6527	PACHYDERM ENTERPRISES, INC.		1537 UNION STREET SCHENECTADY NY 12309	05/24/2004	05/24/2009
DOL	NYC	*****9833	PARADISE CONSTRUCTION CORP		6814 8TH AVENUE BROOKLYN NY 11220	12/03/2007	12/03/2012
DOL	DOL	*****3039	PARAGON PLATE GLASS, INC.		210 FACTORY STREET WATERTOWN NY 13601	11/07/2006	11/07/2011
DOL	DOL		PATRICK BURNS		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL		PATRICK SHAUGHNESSY		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	DOL		PERRY JACOBS		736 SHERMAN DRIVE BOX 8015UTICA NY 13505	12/04/2005	12/04/2010
DOL	AG		PETER GOUZOS		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****6164	PETTIT & PETTIT INC		7 SCHUYLER STREET BELMONT NY 14813	03/21/2005	03/21/2010
DOL	DOL	*****9167	PRECISION SITE WORK, INC.		736 SHERMAN DRIVE BOX 8015UTICA NY 13505	12/04/2005	12/04/2010
DOL	DOL	*****9359	PRECISION STEEL ERECTORS INC		P O BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****2326	PUTNAM CONSTRUCTION COMPANY OF WESTERN NY		29 PHYLIS AVENUE BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL	*****7438	R & H COMMERCIAL FLOORING, INC.		102 WILLOW AVENUE WATKINS GLEN NY 14891	06/20/2007	06/20/2012
DOL	DOL	*****1596	R & T SUPREME SPORTS FLOORING, LLC		66 RYBKA ROAD STUYVESANT FALLS NY 12174	03/02/2007	03/02/2012
DOL	DA	*****0358	R & W FACILITY CARE SYSTEMS INC		485 ATLANTIC AVENUE BROOKLYN NY 11217	11/22/2005	11/22/2010
DOL	DOL	*****1629	R S CONSTRUCTION COMPANY LLC		571 MILES SQUARE ROAD YONKERS NY 10701	04/04/2007	04/04/2012
DOL	AG	*****2626	RAINBOW RENOVATIONS, INC.		35-44 CRESCENT STREET LONG ISLAND CITY NY 11106	08/03/2006	08/03/2011
DOL	DOL		REBECCA GATTO-WOOD		310 MAPLE AVENUE NEW HAMPTON NY 10958	05/18/2004	05/18/2009
DOL	DOL	*****7294	REDWOOD FLOORING, INC.		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT DEMONTE		367 VETERANS MEMORIAL HWY COMMACK NY 11725	01/10/2005	01/10/2010
DOL	DOL		ROBERT DIMARSICO		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013

DOL	DOL		ROBERT O'HANLON		635 MIDLAND AVENUE GARFIELD NJ 07026	07/09/2007	07/09/2012
DOL	DOL		ROBERT STEVENSON		571 MILES SQUARE ROAD YONKERS NY 10701	04/04/2007	04/04/2012
DOL	DOL		ROBERT W. METZGAR	KING MACHINE	11365 CENTER ROAD SHERIDAN NY 14135	04/04/2005	04/04/2010
DOL	DOL	*****3467	ROCKERS AND NOCKERS LLC		207 RIVERVIEW ROAD REXFORD NY 12148	10/23/2007	10/23/2012
DOL	DOL		ROGER A HOEK JR		22 BLACK HAW ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL		ROSARIO CARRUBBA		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL		RUDOLPH NEUSS		8 FAR HORIZONS DRIVE NEWBURGH NY 12550	09/06/2006	09/06/2011
DOL	AG	*****2326	RUSMAR ENVIRONMENTAL SERVICES CORP.		703 ATLANTIC AVENUE ROCHESTER NY 14609	12/22/2004	12/22/2009
DOL	DOL		RUSSELL TUPPER		8346 BREWERTON ROAD CICERO NY 13039	07/06/2007	07/06/2012
DOL	NYC	*****0987	SCHWARTZ ELECTRIC CONTRACTORS INC		89 WALKER STREET NEW YORK NY 10013	01/04/2008	01/04/2013
DOL	DOL	*****6348	SEABURY ENTERPRISES LLC		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	NYC	*****8252	SEVERN TRENT ENVIRONMENTAL SERVICES INC		16337 PARK ROW HOUSTON TX 77084	06/12/2007	06/12/2012
DOL	DOL	*****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	11/14/2011
DOL	DOL	*****8469	SIGNATURE SEALCOATING & STRIPPING SERVICE		345 LIVINGSTON AVENUE JAMESTOWN NY 14702	04/04/2007	04/04/2012
DOL	DOL	*****9397	SKY COMMUNICATIONS, INC.		PO BOX 278 DEWITT NY 13214	02/20/2007	02/20/2012
DOL	AG		SN CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG	*****7480	SNA CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/26/2007	01/25/2012
DOL	AG	*****2738	SNA CONTRACTING CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG		SOLOMON WERZBERGER		56 LYNCREST DRIVE MONSEY NY 10952	08/18/2005	08/18/2010
DOL	DOL	*****9822	SOUTHWESTERN GENERAL CONTRACTING INC		1586 GOWANS ROAD ANGOLA NY 14006	10/08/2004	10/08/2009
DOL	DOL	*****0918	SPECTRUM CONTRACTING GROUP INC		875 THIRD AVENUE NEW YORK NY 10022	12/11/2006	12/11/2011
DOL	AG	*****1355	SPIRIDON ANTHOULIS		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG		STACEY GOUZOS		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	NYC	*****6650	START ELEVATOR CONSTRUCTION, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****3896	START ELEVATOR MAINTENANCE, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****1216	START ELEVATOR REPAIR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****2101	START ELEVATOR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL		STEPHEN BALZER		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/01/2013
DOL	DOL		STEVE J NICTAS		C/O J BARR CONS 119-51 METROPOLITAN AVE JAMAICA NY 11415	12/14/2004	12/14/2009
DOL	DOL		STEVE MENZER		62 NEULIST AVENUE PORT WASHINGTON NY 11050	07/17/2004	07/17/2009
DOL	AG		STEVEN TISCHLER		1465 46TH STREET BROOKLYN NY 11212	08/18/2005	08/18/2010
DOL	DOL	*****5966	SUPREME SPORT SURFACES, INC.		66 BENEDICT STREET CASTLETON NY 12033	03/02/2007	03/02/2012
DOL	DOL	*****2036	SURACI ENTERPRISES INC		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	AG		TAO GENERAL CONTRACTORS INC		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG		TARCISIO FERREIRA		151-60 7TH AVENUE WHITESTONE NY 11357	08/04/2004	08/04/2009
DOL	AG		TF PAINTING CORP.		151-60 7TH AVENUE WHITESTONE NY 11357	08/04/2004	08/04/2009
DOL	DOL		THEODORE F FAULKS		18 FIREWEED TRAIL HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		THOMAS E. MOONEY		164 WINSLOW STREET WATERTOWN NY 13601	11/07/2006	11/07/2011

DOL	DOL		THOMAS GORMALLY		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	DOL		THOMAS L. SMALLS	LTS CONSTRUCTI ON	24 MILLER STREET ROCHESTER NY 14605	06/30/2004	06/30/2009
DOL	DOL	*****5306	THOMAS MASONRY & CONCRETE INC		803 WEST AVE - SUITE 207 ROCHESTER NY 14611	08/18/2004	08/18/2009
DOL	DOL	*****3284	THOMAS MASONRY ENTERPRISE INC		955 BUFFALO ROAD ROCHESTER NY 14624	08/18/2004	08/18/2009
DOL	DOL	*****3983	TOMMASO ALLOCCA		15 PINE AIRE DRIVE BAY SHORE NY 11706	08/01/2005	08/01/2010
DOL	DOL	*****5550	TOPO-METRICS INC		432 PARK AVENUE SOUTH NEW YORK NY 10016	04/22/2004	04/22/2009
DOL	DOL	*****0680	TOPOR CONTRACTING INC		153 FILLMORE AVENUE BUFFALO NY 14210	04/27/2004	04/27/2009
DOL	DOL	*****5905	TRI-STATE BUILDING CONTRACTORS INC		108 SPARROW RIDGE ROAD CARMEL NY 10512	05/24/2004	05/24/2009
DOL	DOL	*****9640	TROPIC CONSTRUCTION CORP		59-45 56TH AVENUE MASPETH NY 11378	08/16/2005	08/16/2010
DOL	DOL	*****8430	TROPIC ROOFING CORP.		59-45 56TH AVENUE MASPETH NY 11378	08/16/2005	08/16/2010
DOL	AG	*****3868	TWO BY FOUR CARPENTRY & CONSTR INC		132 W 129TH ST-STE 4W NEW YORK NY 10027	08/12/2004	08/12/2009
DOL	NYC	*****5184	UDDIN USA CORP		663 DEGRAW STREET BROOKLYN NY 11217	05/17/2007	05/17/2012
DOL	AG		UN HAK KIM		75 WEST EDSALL BOULEVARD PALISADES PARK NJ	04/14/2005	04/14/2010
DOL	DOL	*****8663	URBAN-SUBURBAN RECREATION INC		3 LUCON DRIVE DEER PARK NY 11728	06/20/2007	06/20/2012
DOL	DA		VASILIOS TSIMITRAS		235 91ST STREET BROOKLYN NY 11209	11/27/2006	11/27/2011
DOL	NYC	*****5466	VIVA VICTORIA ENTERPRISES LTD		10317 90TH STREET OZONE PARK NY 11417	06/12/2006	06/12/2011
DOL	DOL	*****0725	W & B MECHANICAL CORP		303 TEN EYCK STREET BROOKLYN NY 11206	03/05/2005	03/05/2010
DOL	DOL	*****6854	W J GRINDER ROOFING		1765 MT READ BOULEVARD ROCHESTER NY 14606	10/18/2004	10/18/2009
DOL	DOL	*****0329	WET PAINT CO. OF OSWEGO, INC		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL		WHITE AND BLUE SHEET METAL INC.		303 TEN EYCK STREET BROOKLYN NY 11206	03/05/2005	03/05/2010
DOL	DOL	*****3561	WILEY DEVELOPMENT CO INC		235 NORTHAMPTON STREET BUFFALO NY 14208	08/11/2004	08/11/2009
DOL	DOL		WILLIAM PUTNAM		50 RIDGE ROAD BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DA		WILLIAM TSIMITRAS		235 91ST STREET BROOKLYN NY 11209	11/27/2006	11/27/2011
DOL	DOL		WILLIE JONES		1537 UNION STREET SCHENECTADY NY 12309	05/24/2004	05/24/2009
DOL	DOL		WINSTON J. GOINS, SR.		87 MALLING DRIVE ROCHESTER NY 14621	05/01/2006	05/01/2011
DOL	DOL	*****6118	WINTech CONTRACTING INC		1950 E MAIN ST- STE 205A MOHEGAN LAKE NY 10547	07/22/2004	07/22/2009
DOL	AG		YANG GENERAL CONTRACTING LTD		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG	*****0288	YIN CONSTRUCTION LTD		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG	*****1564	ZARBEN GENERAL CONSTRUCTION INC		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		ZEPHENIAH DAVIS		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012

## APPENDIX E





	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>		ASSISTANCE ID NO.			DATE OF AWARD 09/24/2007  MAILING DATE 10/01/2007  ACH# 20021
			PRG	DOC ID	AMEND#	
			BF - 97249207 - 0			
			TYPE OF ACTION New			
PAYMENT METHOD: Advance			Send Payment Request to: Las Vegas Finance Center			
RECIPIENT TYPE: Municipal  RECIPIENT: City of Rochester New York 30 Church Street Rochester, NY 14614 E-Mail: 16-6002551			PAYEE: City of Rochester New York 30 Church Street Rochester, NY 14614			
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST		
L. Biondolillo 30 Church Street Rochester, NY 14614 E-Mail: biondj@cityofrochester.gov Phone: 585-428-6649		Lya Theodoratos 290 Broadway, ERRD/PSB New York, NY 10007-1866 E-Mail: Theodoratos.Lya@epamail.epa.gov Phone: 212-637-3260		Jennifer Chernowski Grants and Contracts Mgt Branch, OPM/GCMB E-Mail: Chernowski.Jennifer@epamail.epa.gov Phone: 212-637-3421		
<b>PROJECT TITLE AND DESCRIPTION</b> Rochester - FY 07 BF Cleanup The City of Rochester, New York will cleanup the Protech site at 1000 Driving Park Avenue, Rochester, New York, which has been contaminated with hazardous substances by historic site operations. "Brownfields" are properties whose expansion, redevelopment or reuse may be complicated by the presence of hazardous substances or other pollutants or contaminants. Once the site is cleaned up, the City of Rochester and the public will benefit from the future development of the site. During the life of the project, the City of Rochester will involve residents and other stakeholders surrounding the site by holding community involvement meetings and sharing written information.						
BUDGET PERIOD		PROJECT PERIOD		TOTAL BUDGET PERIOD COST		TOTAL PROJECT PERIOD COST
01/2007 - 09/30/2010		10/01/2007 - 09/30/2010		\$240,000.00		\$240,000.00
<b>NOTICE OF AWARD</b>						
is based on your application dated 05/24/2007, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$200,000. EPA agrees to cost-share 83.33% of all approved budget period costs incurred, up to and not exceeding \$200,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after the date of award, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)				AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS Grants and Contracts Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866				ORGANIZATION / ADDRESS U.S. EPA, Region 2 EMERGENCY AND REMEDIAL RESPONSE DIVISION 290 Broadway New York, NY 10007-1866		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
SIGNATURE OF AWARD OFFICIAL		TYPED NAME AND TITLE			DATE	
Digital signature applied by EPA Award Official		Donna J. Vizian, Assistant Regional Administrator for Policy and Management			09/24/2007	
<b>AFFIRMATION OF AWARD</b>						
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION						
SIGNATURE		TYPED NAME AND TITLE			DATE	
		Robert Duffy, Mayor			10-2-07	

Table A - Object Class Category (Non-construction)		Total Approved Allowable Budget Period Cost
1. Personnel		
2. Fringe Benefits		\$14,647
3. Travel		\$6,694
4. Equipment		\$0
5. Supplies		\$0
6. Contractual		\$259
7. Construction		\$218,400
8. Other		\$0
9. Total Direct Charges		\$0
10. Indirect Costs: % Base		\$240,000
11. Total (Share: Recipient <u>16.67</u> % Federal <u>83.33</u> %.)		\$0
12. Total Approved Assistance Amount		\$240,000
13. Program Income		\$200,000
14. Total EPA Amount Awarded This Action		\$0
15. Total EPA Amount Awarded To Date		\$200,000

for approval. Approved funds are credited to the recipient organization at its designated financial institution. In order to receive EFT payments the recipient must first complete and return the *ACH Vendor/Miscellaneous Payment Enrollment* form (TFS Form 3881) to the EPA Las Vegas Finance Center. The Enrollment form can be found by visiting <http://www.epa.gov/ocfo/finservices/payinfo.htm#grants>. Upon receipt and processing of the enrollment form, the LVFC will send you a letter assigning you an EFT Control Number. At that time you will also receive an EFT payment process Recipient's manual along with a supply of EPA Payment Requests and other required forms. Additional information concerning EFT can be obtained by contacting the EPA Las Vegas Finance Center, at (702) 798-2495.

#### 4. FINANCIAL STATUS REPORTS/GRANT CLOSEOUT

##### A) Interim Financial Status Reports (FSR)

An Interim Financial Status Report (FSR-SF269) is to be submitted to the EPA Grants and Contracts Management Branch 90 days after the anniversary of the project period start date. Interim FSRs should be submitted to:

Roch Baamonde, Chief  
Grants and Contracts Management Branch  
USEPA Region 2  
290 Broadway, 27th Floor  
New York, NY 10007

##### B) Final Financial Status Reports

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Financial Status Report – also called the SF269 – to EPA's Las Vegas Finance Center (LVFC), within ninety (90) days after the expiration of the budget period end date. Assistance agreement recipients must also send Federal Cash Transaction Reports (SF-272) every six months to the LVFC. Please note that these reports are required by EPA grant regulations (see 40 Code of Federal Regulations §31.41(c)). Completed SF269s and SF272s must be faxed to 702-798-2423 or mailed to the following address: USEPA LVFC, P.O. Box 98515, Las Vegas, NV 89193-8515. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report.

##### C) Closeout

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FSR. At that time, the recipient must submit the following forms/reports to the EPA Region 2 Grants and Contracts Management Branch, if applicable:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

Additionally, the recipient's Final Request for Payment should be submitted to the LVFC.

#### 5. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at

- for the New York City Region WBE: Construction is 18.7%; Equipment, Supplies and Services are 20.5%.

If the recipient does not want to rely on the applicable State's MBE/WBE goals, the recipient agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies and equipment. "Fair share" objectives must be submitted to Michele Junker, the Region 2 MBE/WBE Coordinator, within 30 days of award and approved by EPA no later than 30 days thereafter.

- b) ensure to the fullest extent possible that at least the FY 2007 "fair share" percentage negotiated with EPA of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.
- c) apply the applicable State's FY 2007 "fair share" goals or its own negotiated FY 2007 "fair share" goals to any procurement initiated after the FY 2007 "fair share" objectives become effective. The recipient also agrees to include in its bid documents the applicable FY 2007 "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the applicable FY 2007 "fair share" percentages and to comply with paragraphs (d) through (e).
- d) follow the six affirmative steps stated in 40 CFR 30.44(b), 40 CFR 31.36(e), 35.3145(d), or 35.6580, as appropriate.
- e) submit an EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" to the Region 2 EPA Grants Management Specialist thirty days after the end of the Federal fiscal year (October 30) or within ninety days after the grant's expiration date, whichever date is earlier. This applies to all assistance agreements except project grants awarded under 40 CFR Part 31. Reports for these agreements are due 30 days after the end of each Federal fiscal quarter.
- f) notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the fair share objective, in the event race and/or gender neutral efforts prove to be inadequate to achieve a fair share objective for MBE/WBE.

#### 10. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE (PART 31)

If a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to the EPA, Region 2, Grants and Contracts Management Branch prior to the budget/project period expiration dates. An interim FSR must be submitted along with the request which covers all expenditures and obligations to date.

#### 11. RECYCLING AND WASTE PREVENTION

In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition*, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked E.O. 12873, *Federal*

#### 14. SUSPENSION AND DEBARMENT

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

#### 15. UTILIZATION OF SMALL BUSINESS IN RURAL AREAS (SBRAs)

In accordance with Section 129 of Public Law 100-590 (i.e., Small Business Act amendments) the recipient agrees and is required to utilize the following affirmative steps if a contract is awarded under this assistance agreement:

- a. placing SBRAs on solicitation lists;
- b. making sure that SBRAs are solicited whenever they are potential sources;
- c. dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- e. using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and
- f. requiring the contractor to take the affirmative steps in subparagraphs a. through e. of this part if subcontracts are awarded.

### **Programmatic Conditions**

#### **I. GENERAL FEDERAL REQUIREMENTS**

##### **A. Federal Policy and Guidance**

1. a. Cooperative Agreement Recipients: In implementing this agreement, the cooperative agreement recipient (CAR) shall ensure that work done with cooperative agreement

## ADMINISTRATIVE REQUIREMENTS

### A. Term of the Agreement

1. The term of this agreement is three years from the start date of the budget and project period in the award, unless otherwise extended by EPA at the CAR's request.
2. If after 1½ years from the start date in the award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the Agency may terminate this agreement.

### B. Substantial Involvement

1. The U.S. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
  - a. Substantial involvement by the U.S. EPA generally includes administrative activities such as: monitoring; review of project phases; and approval of substantive terms included in professional services contracts.
  - b. Substantial EPA involvement may include reviewing financial and program performance reports; and monitoring all reporting, record-keeping, and other program requirements.
  - c. EPA may waive any of the provisions in term and condition II.B.1., at its own initiative or upon request by the CAR. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
  - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA §128 *Eligible Response Site* determinations or for rights, authorities, and actions under CERCLA or any Federal statute.
  - b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable Federal and State laws.
  - c. The CAR remains responsible for ensuring costs are allowable under applicable OMB Circulars.

### C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment and cleanup activities at a particular site, if they do not have such a professional on staff.
2. The CAR is responsible for ensuring that contractors and subgrant recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subgrant recipients and contractors are consistent with the terms and conditions of this agreement.
3. Subgrants are defined at 40 CFR 31.3 and 40 CFR 30.2(f). The CAR may not subgrant to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 40 CFR

4. In accordance with 40 CFR§31.40(d) or 40 CFR §30.51(f), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

### **III. FINANCIAL ADMINISTRATION REQUIREMENTS**

#### **A. Cost Share Requirement**

1. CERCLA §104(k)(9)(B)(iii) requires the recipient of this cooperative agreement to pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source) of at least 20 percent (i.e., 20 percent of the total federal funds awarded). The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement and must be supported by adequate documentation.

#### **B. Eligible Uses of the Funds for the Cooperative Agreement Recipient**

1. To the extent allowable under the EPA-approved work plan, cooperative agreement funds may be used for programmatic expenses necessary to clean up sites. Eligible programmatic expenses include activities described in Section IV of these terms and conditions. In addition, eligible programmatic expenses may include:
  - a. Ensuring cleanup activities at a particular site are authorized by CERCLA 104(k) and the EPA approved work plan;
  - b. Ensuring that a cleanup complies with applicable requirements under Federal and State laws, as required by CERCLA 104(k);
  - c. Using a portion of the grant to purchase environmental insurance for the remediation of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section C;
  - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subgrants to the extent allowable in III.C.2; and carrying out community involvement pertaining to the cleanup activities.

#### **C. Ineligible Uses of the Funds for the Cooperative Agreement Recipient**

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
  - a. Pre-cleanup environmental assessment activities such as site assessment, identification, and characterization with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
  - b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
  - c. Construction, demolition, and development activities that are not cleanup actions (e.g., marketing of property or construction of a new facility or addressing public or private

#### **D. Grant Recipient Eligibility**

1. The CAR may only clean up sites *it solely owns*. The CAR must retain ownership of the site throughout the period of performance of the grant. For the purposes of this agreement, the term "owns" means fee simple title unless EPA approves a different arrangement.

#### **E. Obligations for Grant Recipients Asserting a Limitation on Liability from CERCLA §107**

1. EPA awarded this cooperative agreement to the CAR based on information indicating that the CAR would not use cooperative agreement funds to pay for a response cost at the site for which the CAR was potentially liable under CERCLA 107. If the CAR is not potentially liable based on its status as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Land Owner (ILO), the CAR must meet certain continuing obligations in order to maintain its status. If the CAR fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA 104(k)(7)(C). These continuing obligations include:

- (1) complying with any land use restrictions established or relied on in connection with the response action at the vessel or facility and not impeding the effectiveness or integrity of institutional controls;
- (2) taking reasonable steps with respect to hazardous substance releases;
- (3) providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration; and
- (4) complying with information requests and administrative subpoenas and legally required notices (applies to the criteria for bona fide prospective purchasers and contiguous property owners).

Notwithstanding the CAR's continuing obligations under this agreement, the CAR is subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§101(35), 101(40), 107(b), 107(q) and 107(r).

#### **F. Interest-Bearing Accounts and Program Income**

1. Interest earned on advances are subject to the provisions of 40 CFR §31.21(i) and §30.22(l) relating to remitting interest on advances to EPA on a quarterly basis.
2. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 40 CFR 30.24(b)(1) or 40 CFR 31.25(g)(2), as applicable.

### **IV. CLEANUP ENVIRONMENTAL REQUIREMENTS**

#### **A. Authorized Cleanup Activities**

1. The CAR shall prepare an analysis of brownfields cleanup alternatives which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the



secure. The CAR shall notify the appropriate state agency and the U.S. EPA to ensure an orderly transition should additional activities become necessary.

#### **F. Completion of Cleanup Activities**

1. The CAR shall ensure that the successful completion of a cleanup is properly documented. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows cleanup is complete. This documentation needs to be included as part of the administrative record.

### **V. OTHER CLEANUP GRANT REQUIREMENTS**

#### **A. Inclusion of Special Terms and Conditions in Cleanup Documents**

1. The CAR shall meet the cleanup and other program requirements of the cleanup including:
  - a. In accordance with 40 CFR 31.42 or 40 CFR 30.53, the CAR shall maintain records for a minimum of three years following completion of the cleanup financed all or in part with cleanup grant funds. Cooperative agreement recipients shall provide access to records relating to cleanups supported with cleanup grant funds to authorized representatives of the Federal government.
  - b. The CAR has an ongoing obligation to advise EPA if assessed any penalties resulting from environmental non-compliance at the site subject to this agreement.

#### **B. Conflict of Interest**

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subgrants that create real or apparent personal conflicts of interest or the appearance of the CAR's lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a subgrant to a subgrant recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:
  - (i) The affected party,
  - (ii) Any member of his immediate family,
  - (iii) His or her partner, or
  - (iv) An organization which employs, or is about to employ, any of the above,has a financial or other interest in the subgrant recipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subgrant recipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.