

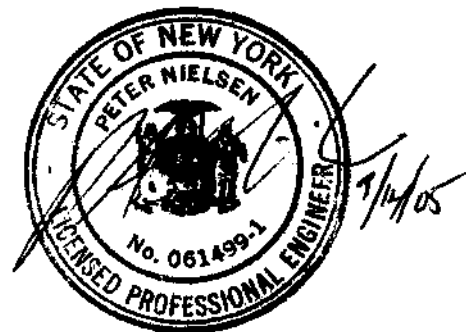
**CITY OF AMSTERDAM
AMSTERDAM, NEW YORK**

**MOHASCO MILLS COMPLEX
IMPLEMENTATION OF
REMEDIAL ALTERNATIVE 3
NYSDEC Site # B00052-4**

Hon. Joseph Emanuele, Mayor

Prepared by:

ENSR International
3 Marcus Blvd.
Albany, New York 12205
ENSR Project No. 10472-001



Prepared for:

City of Amsterdam
Engineering Department
City Hall
61 Church Street
Amsterdam, New York 12010

TO BE ADVERTISED _____

FOR ONE DAY ONLY

CITY OF AMSTERDAM ADVERTISEMENT AND NOTICE TO BIDDERS

MOHASCO MILL COMPLEX IMPLEMENTATION OF REMEDIAL ALTERNATIVE 3

Separate sealed bids will be received by the City Engineer, City of Amsterdam, New York, until **TIME** on **DATE** at the Engineering Department, 61 Church Street, City Hall, Amsterdam, NY 12010.

This contract includes: **MOHASCO MILL COMPLEX IMPLEMENTATION OF REMEDIAL ALTERNATIVE 3** in conformance with the specifications and contract subject to the provisions of Chapter 605, Laws of the State of New York of 1959, Section 103-A of the General Municipal Law and Federal Procurement, regulations 24CFR part 85.36. Specifications, Form of Proposal and Contract may be obtained at the City Hall of Amsterdam, Engineering Department, 61 Church Street, Amsterdam, New York (518) 841-4331. There is a non-refundable charge of **\$100.00** for each set of bidding documents to partially cover the cost of duplication.

Each bid shall be accompanied by an acceptable form of bid guarantee in an amount equal to at least five percent (5%) of the amount bid, made payable to the City of Amsterdam.

In addition, a **mandatory pre-bid meeting will be held on DATE at TIME** at the project site. The purpose of this meeting is to provide necessary background information to enable preparation of bids. Amsterdam, hereinafter called the Owner, reserves the right to reject any and all bids, and to waive any informality or technicality in any bid, in the interest of the Owner.

STATEMENT OF NON-COLLUSION: Bidders on the contract are required to execute a non-collusion bidding certificate, pursuant to Section 103D of the General Municipal Law of the State of New York. The attention of the bidder is particularly called to the mandatory compliance with the Davis-Bacon Wage Rate Act, and other Federal Labor Standards Provisions including Title VI and other applicable provisions of the Civil Rights Act of 1964; Executive Order 11246; and Executive Order 11625 (Utilization of Minority Business Enterprises). Bidders are also required to comply with provisions of section 291-299 of the Executive Law of the State of New York. Every effort shall be made by the bidder to complete all forms applicable to the above stated laws enclosed in Section 3 of the Bid Package and submit the forms with the actual Bid Proposal. The City of Amsterdam hereby notifies all bidders it will affirmatively insure that it will afford minority business enterprises full opportunity to submit bids in response to this advertisement, and that the City will not discriminate on the grounds of race, color or national origin in consideration for an award.

BIDDERS PLEASE NOTE: This bid WILL REQUIRE a (5%) BID BOND or
CERTIFIED CHECK

***** ALSO *****

The successful bidder **WILL BE REQUIRED TO POST a PERFORMANCE**
BOND and a LABOR AND MATERIAL BOND.

Please Return All Bids to the Address Below: (In a sealed envelope)

City of Amsterdam
Engineering Department
61 Church Street
Amsterdam, New York 12010

INFORMATION FOR BIDDERS

1. DEFINITIONS

The word "Owner" or "City" shall mean The City of Amsterdam, a municipal corporation created and organized under the laws of the State of New York.

The word "Engineer" and/or "Contract Administrator" shall mean City Engineer, or a person appointed or designated by him to act as his representative for this contract and acting within the scope of the particular duties assigned to him.

Wherever, in the specifications or upon the drawings, the words "as directed," "as required" "as permitted." or words of like effect are used, it shall be understood that the direction, requirement or permission of the Engineer is intended. Similarly, the words "approved", "acceptable", "satisfactory," or words of like import shall mean approved by, or acceptable, or satisfactory, to the Engineer.

2. PREPARATION OF BIDS

It shall be the responsibility of each bidder to examine the site of the work, acquaint himself with the working conditions and make his own determination of the labor, materials and equipment required to accomplish the work involved in the performance of the proposed contract. Neither the Owner, nor the City, will furnish any labor, materials or equipment unless specifically stated in the specifications.

3. FORM OF BIDS

Bids must be submitted on the following forms which are included as noted, and must be returned to constitute an acceptable bid;

Bid Forms
Non-Collusion Forms
Guaranty Bid Bond

The Owner may consider informal bids and may reject any bid not prepared and submitted in accordance with the provisions stipulated herein, and may waive any informalities in, or reject all bids.

Bids shall contain the full business address of the bidder and shall be signed by him with his usual signature. Bids by a partnership shall contain the full name of each partner and shall be signed with the partnership name by one of the partners or an authorized representative followed by the signature and designation of the person signing the bid. Bids by a corporation shall be signed by a bona fide officer of the corporation with the legal name of the corporation followed by the name of the state of incorporation and the signature of the President, Secretary or other person authorized to bind it in the matter.

When requested, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

4. GUARANTY

To insure the execution of the contract and performance bond, if required, each bidder shall submit with his bid a guaranty bond, executed by a surety company acceptable to the Owner, or a certified check drawn upon an incorporation State or National Bank or Trust Company within this State, made payable to the City of Amsterdam, in the amount of five percent (5%) of the largest amount for which an award can be made under this request for bids. Certified checks may be held uncollected at the bidder's risk; those submitted by unsuccessful bidders will be returned as soon as practicable after the opening of bids, and those submitted by the successful bidder, as soon as practicable after the execution of the contract and bonds.

5. SUBMISSION AND OPENING OF BIDS

Bids with their guarantees shall be sealed securely in suitable envelopes addressed to the Engineering Department, City Hall, 61 Church Street, Amsterdam, New York 12010, and plainly marked on the outside with the identification of the proposed project. At the time fixed for the opening, the bids will be publicly opened and read for the information of the bidders and other interested persons who may be present.

6. WITHDRAWAL OF BIDS

No bid shall be withdrawn or canceled except upon approval of the Owner and then only upon submission of a written request setting forth ample, sufficient and legitimate reasons for such a withdrawal or cancellation.

7. AWARD OR REJECTION OF BID

The Contract(s) will be awarded to the lowest, responsive and responsible Bidder(s) that has prepared acceptable required submittals, in the opinion of Owner.

To the extent permitted by applicable Law, Owner reserves the right to reject any and all Bids, to waive any and all informalities or irregularities, to disregard all nonconforming, nonresponsive, or conditional Bids, or to re-advertise for Bids.

In order to be considered responsive, a Bid shall be completed, signed and be responsive in all respects to the Bidding Documents, unless informalities are waived by Owner.

In order to be considered responsible, a Bidder must establish to the complete satisfaction of Owner and Engineer, as a minimum, that it has adequate and satisfactory experience and financial resources to meet the obligations under the Contract and award of the contract would be in the best interest of the State. A Bidder's prior experience shall be considered satisfactory, when among other factors, its performance of prior work was timely, of good quality, in compliance with any contract requirements including contracted costs and schedule, and in compliance with applicable Law. The Bidder must have a minimum of three (3) years satisfactory experience in construction of the work to be performed.

Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility in terms of satisfactory experience and financial ability of the Bidder, and of any proposed subcontractors. Owner may reject the Bid of any Bidder which it deems not to be responsible and may reject performance of Work by any Subcontractor which it deems is not responsible. It is the intention of Owner that the work will be awarded within 45 calendar days after the opening of bids to the lowest responsive, responsible Bidder whose bid conforms to the requirements of the Contract Documents.

Bids may not be withdrawn, altered or revoked during this 45 day period. Even after the expiration of such 45 day period, Owner may accept a Bid and award the work to any Bidder whose bid has not been unequivocally withdrawn or revoked prior to the mailing of written Notice of the Award to the successful Bidder. For purposes of the preceding sentence, withdrawal or revocation of a Bid shall not occur until Owner receives an unequivocal written statement to that effect. It is the intent of the Owner to award the contract within 45 days of Bid opening.

There shall be no approval given by Engineer during the bidding period or prior to Award of Contract for any "or equal" or substitution equipment, systems or items.

8. CONTRACT AND BONDS

Within 10 days after the prescribed forms are presented to him for signature, the Bidder to whom the award has been made shall enter into a written contract in the form prescribed, and shall furnish a surety company bond satisfactory to the Owner in a sum equal to the amount of the contract, guaranteeing the faithful performance and satisfactory completion of the work, in accordance with the plans and specifications for same and, in compliance with the terms and conditions of the contract, and the payment of all obligations arising thereunder, and guaranteeing the maintenance of the work in perfect condition until the date of its completion and acceptance by the Owner.

If the Bidder to whom the contract is awarded shall fail or neglect to sign and execute contract and bond within the period stipulated above, such failure or neglect will be considered as abandonment of the contract by the Bidder and the bid bond or certified check accompanying the proposal shall be forfeited to and retained by the Owner, as liquidated damages for such neglect or refusal, and the Owner shall have the power to rescind said award, make an award to another bidder, or to re-advertise for proposals.

9. INSURANCE

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of, or result from, the Contractor's execution of the work, whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable;

(Note: The insurance policy shall name as the insured the Contractor, the Engineer, the Owner and the State of New York.)

The following shall be purchased by the Contractor:

1. Claims under worker's compensation, disability benefit and other similar employee benefits acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by another other person; and
4. Purchase of liability insurance in the minimum amounts of \$1,000,000 each occurrence and \$2,000,000 aggregate for blasting insurance commensurate with the nature and scope of the blasting which will be conducted on the project.
5. Purchase of fire/vandalism insurance with extended coverage.
6. Purchase of pollution liability insurance.

A certificate of insurance indicating compliance with the aforementioned requirement shall be provided to the Owner prior to the commencement of any work under this contract. The Owners failure to expressly demand the production of a certificate of insurance shall not be deemed a waiver of the requirements of this Article, and the same may be requested at any time of the Contractor herein.

The failure to provide such proof of insurance shall result in this contract being voidable at the option of the Owner.

10. DEFINITION OF BID ITEMS

- a. Mobilization and Demobilization (Lump Sum)
No explanation needed.
- b. Site Preparation (Lump Sum)
No explanation needed.
- c. Asbestos Abatement (Lump Sum)
To include all abatement of all asbestos in the structures to be demolished. See attached asbestos pre-demolition survey report for further details.
- d. Removal and disposal of hazardous waste sediment, debris, soil and abandoned drain pipe from basement of Building 7A. (Lump Sum)

- e. To address the requirement in the Record of Decision to remove the remaining drain pipe in the basement of Building 7A, the sediment in the pipe, and clean debris from the associated pipe trench. The resulting mixed waste material is to be disposed of off-site as hazardous waste. This bid item is to include all effort and cost to implement the removal of the material and dispose of the resulting waste. Amount of hazardous waste to be removed has been estimated at 10 tons.
- f. Removal of debris from bed and banks of Chuctanunda Creek (Lump Sum)
- g. To address the requirement in the Record of Decision to remove the building demolition debris from the bed and banks of Chuctanunda Creek. This bid item to include all effort to remove the debris and consolidate it on-site in one of the debris disposal areas.
- h. Demolition of Building 36 (Lump Sum)
This item to include the demolition of building 36 and all associated activities, including, but not limited to, stream protection, neighboring building protection, dust control, traffic control, coordination with local agencies (e.g., police and fire) and demolition method design.
- i. Demolition of Building 20A (Lump Sum)
This item to include the demolition of building 20A and all associated activities, including but not limited to stream protection, neighboring building protection, dust control, traffic control, coordination with local agencies (e.g., police and fire) and demolition method design.
- j. Demolition of Power House Smoke Stack (Lump Sum)
This item to include the demolition of the smoke stack and all associated activities, including but not limited to stream protection, neighboring building protection, dust control, traffic control, coordination with local agencies (police and fire) and demolition method design.
- k. Backfilling of basements of Buildings 7, 7A, 11 and 26 with building demolition debris; demolition of remaining above-grade portions of these buildings. (Lump Sum)
- l. Grading, debris consolidation and capping of building 36, buildings 7, 7A, 11 and 26, and the area in between building 36 and the group of buildings 7, 7A, 11 and 26. (Lump Sum)
- m. Grading, debris consolidation and capping of building 20A and the area west of building 20A. (Lump Sum)
- n. Grading, debris consolidation and capping of the area south of the power house. (Lump Sum)
- o. Debris removal, grading, and access road construction in the area south of Chuctanunda Creek, between Building 31 and the power house. (Lump Sum)
- p. Final grading and seeding of all capped and disturbed areas. (Lump Sum)
- q. Chain Link Fence and Gates, provide and install, complete. (Lump Sum)
- r. Dry-stack pre-cast concrete block wall in the northern creek bank, provide and install, complete.
(Square Foot of Wall Face)
- s. Non-hazardous debris disposal, transportation and off-site disposal. (Ton)
- t. Decommissioning of groundwater monitoring wells on-site. (Lump Sum)

11. SEQUENCE OF BACKFILLING ACTIVITIES

All contours shown on the project drawings are maximum final finished grade contours.

It is the intention of the Owner that the Building 36, Buildings 7, 7A, 11 and 26, and the area between Building 36 and the group of buildings 7, 7A, 11 and 26, be backfilled up to the maximum contours shown on the project plans, if at all possible. If there is insufficient material available from the demolition of these buildings to achieve this grading, then debris should be transported from other areas of the site to this location to achieve this grading. Once this area is brought to the maximum design grades, the Building 20A and the area west of Building 20A, should be brought to the maximum grades shown on the drawings. The debris consolidation area south of the power house should be constructed last.

12. PERMITS

- a. The City of Amsterdam will issue required local permits to the contractor for no cost.
- b. The contractor is responsible for obtaining required permits from State and Federal agencies, including, but not limited to, the New York State Department of Environmental Conservation and the United States Army Corps of Engineers.

13. EXISTING SITE CONDITIONS

It is the responsibility of each Bidder to obtain any additional documents, information or data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site which may affect cost, schedule, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with Bidding Documents.

14. HOURS OF OPERATION

Normal working hours shall be defined as a normal working schedule which a) does not exceed eight (8) hours per working day, occurring between the hours set forth at the preconstruction conference, or if none are set forth, beginning no earlier than 7:00 a.m. and ending at no later than 5:00 p.m.; and b) does not exceed 40 hours per week, excluding overtime Work, Work on Saturdays, Sundays, and legal holidays (New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas). Work during other than normal working hours may be scheduled by Contractor by first obtaining written permission from Owner. Owner shall be entitled to recover extra costs incurred in providing inspection related to Work done during other than normal working hours.

NON-FEDERAL LABOR STANDARDS

1. GENERAL PROVISIONS

The following Non-Federal Labor-Standards Provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this contract pursuant to the requirements of applicable City of Amsterdam or local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirement of any corresponding Federal Labor-Standards Provisions of this contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor-Standards Provisions of the contract for corresponding classifications, the minimum rates of pay set forth below shall be deemed, for the purposes of this contract to be the applicable minimum rates of pay for such classifications. The limitations, if any, in these Non-Federal Labor-Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this contract may be required or permitted to work thereon shall not be exceeded.

2. STATE LABOR LAW

The Contractor shall comply in every respect with the provisions of Section 220 of the Labor Law and no laborer, workman, or mechanic in the employ of a Contractor, Subcontractor or other person contracting to do the whole or a part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency; including fire, flood or danger to life or property, and no such person shall be so employed more than eight hours in any day or more than five days in any one week, except in such an emergency. The wages to be paid for a legal day's work as defined by said section, to laborers, workmen or mechanics employed, as aforesaid, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where the aforesaid work, on, about, or in connection with which such labor is performed, in this final or completed form is to be situated, erected or used. Laborers shall be paid not less than the minimum hourly rate or wage designated by the Industrial Commissioner, pursuant to Section 220-d of the Labor Law, said minimum hourly rate of wage having been designated by the Industrial Commissioner, are designated in the wage rate sheet forming a part this contract and are to be paid in cash, provided, however, that an employer, except as otherwise provided in Subdivision 3 of Section 220 of the State Labor Law may pay his employees by check, if he furnished satisfactory proof to the Industrial Commissioner of his financial responsibility, and gives reasonable assurance that such checks may be cashed by employees without difficulty and for the full amount for which they are drawn. The Contractor shall abide by and pay workmen, laborers, and mechanics employed either by himself or a subcontractor, the schedule of wages, as annexed to and forming a part of the specifications for the work involved in the contract pursuant to the Labor Law

The Contractor shall comply with the provision of Section 222A of the Labor Law relating to prevention of dust hazard in public works, if such hazard exists. If said Section is not complied with by the Contractor, the contract shall be void.

Pursuant to the provisions of Section 222 of the Labor Law, this contract shall be void unless the Contractor is employing persons upon the work embraced in the contract gives preference to citizens of the State of New York, who have been residents for at least six consecutive months immediately prior to the commencement of their employment, if available. Each person so employed shall furnish satisfactory proof of residence, in accordance with rule adopted by the Industrial Commissioner. Each Contractor and subcontractor shall keep a list of his employees stating whether they are citizens and, in case of naturalization, the date thereof, and the name of the court in which granted.

3. QUALIFICATION FOR EMPLOYMENT

No person under the age of 16 years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work on the project under this contract. No persons whose age or physical condition is such as to make his employment dangerous to his health or safety or the health and safety of other's shall be employed to perform any work on the project under this contract; provided that this sentence shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may safely do work which they can ably perform.

All employees engaged in work on the project under this contract shall have the right to organize and bargain collectively through representatives of their own choosing, and such employees shall be free from interference, restraint, and coercion of employees in the designation of such employees' representatives, in self-organization, and in other concerted activities of such employees, for the purpose of collective bargaining or other mutual aid or protection and no person seeking employment on the project under this contract and no person employed on the project under this contract shall be required, as a condition of initial or continued employment to join a company union or to refrain from joining, organizing or assisting a labor organization of such persons own choosing.

4. DISCRIMINATION

The contractor shall comply with the provision of Section 220-e of the Labor Laws as follows:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, Subcontractor, or any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, sex, religion, color or nation origin(s) discriminate against any citizen of the City of Amsterdam who is qualified and available to perform the work to which the employment relates.
2. That no Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, religion, color or national origin(s).
3. That there may be deducted from the amount payable to the Contractor by the City of Amsterdam under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.
4. That this contract may be canceled or terminated by the City of Amsterdam, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.
5. The aforesaid provisions of this section covering every contract for, or on behalf of, the City of Amsterdam for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the City of Amsterdam.

Article 8 Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work projects, including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, workmen and mechanics upon public works "shall be in accordance with the prevailing practices in the locality." The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality and a future determination by the Industrial Commissioner may require the Contractor to provide additional supplements.

The Contractor shall provide statutory benefits for disability benefits, workmen's compensation, unemployment insurance and social security. In case it becomes necessary for the Contractor or any subcontractor to employ on the project under this contract any person in a trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum rate is herein specified, the Contractor shall immediately notify the local public agency who will promptly thereafter furnish the Contractor with the minimum rate. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

5. POSTING MINIMUM WAGE RATES

The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

SECTION 00500

**STANDARD FORM OF AGREEMENT BETWEEN OWNER
AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2005 by and between the City of Amsterdam (hereinafter called OWNER) and ENSR International (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The work is generally described as follows:

Work for this contract consists of the implementation of remedial alternative 3 for the Mohasco Mill Complex (New York State Department of Conservation ERP Site No. B-000052-4), as presented in the Record of Decision (ROD) for this site published in March 2001. The project includes the following major components:

- Demolition of buildings 36, 20A, and the smoke stack at the power house,
- Consolidation of non-wooden building demolition debris in designated areas,
- Consolidation of non-wooden debris from the over-all site in designated areas,
- Removal of debris from the bed and banks of the Chuctanunda Creek, and consolidation of the same in designated areas,
- Capping of the debris areas and former building sites in accordance with the ROD and the project plans,
- Fencing of the creek bank and remaining building 31 foundation slab.

ARTICLE 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**CITY OF AMSTERDAM
MOHASCO MILL COMPLEX
Implementation of Remedial Alternative 3**

ARTICLE 3. ENGINEER

The Project has been designed by **ENSR CORPORATION, 3 MARCUS BOULEVARD, ALBANY, NY 12205** who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be Substantially completed within 180 Calendar Days from the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and as revised in Supplementary Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 365 calendar days after the date when the Contract Time Commences to run.

4.03 *Liquidated Damages*

A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed and the submittals are not submitted within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the sum of \$200 for each Calendar Day that expires after the time specified in the Agreement for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$200 for each Calendar Day that expires after the time specified in the Agreement for completion and readiness for final payment.

ARTICLE 5. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, an amount in current funds, as bid.

ARTICLE 6. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. While the State is partially funding the project, they are not party to this contract.

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provide in the General Conditions.

6.02 *Progress Payments*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER for Work which is completed in accordance with the terms and conditions of the Contract Documents. All such payments will be on the basis of the progress of the Work measured by percent complete of the base bid, and supplemented by work covered by the schedule of values provided with the base bid, and as governed by the General Conditions (and in the case of Unit Price Work based on the number of units completed and accepted) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentages indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with 14.02 of the General Conditions.

- a. 95% of Work completed; (with the balance being retainage); and
 - b. 75% cost of materials and equipment not incorporated in the Work, but delivered and stored on-site will not be allowed in progress payments for this Contract.
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

ARTICLE 7. INTEREST

All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 6% per annum.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work of which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations

obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9. CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

1. This Agreement (pages 1 to 6, inclusive)
2. Performance, Payment, and other Bonds, so identified
3. General Conditions (pages 1 to 60, inclusive)
4. Supplementary Conditions
5. Specifications as listed in the table of contents of the Project Manual;
6. Drawings consisting of a cover sheet and sheets numbered as indicated in the Table of Contents of the Project Manual with each sheet bearing the following general title:
**CITY OF AMSTERDAM
MOHASCO MILL COMPLEX
Implementation of Remedial Alternative 3**
7. Addenda numbers ____ to ____, inclusive.
8. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR'S Bid
 - b. MWBE (NYS)
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____, inclusive);
 - d. Prevailing Wage Rate Schedule
 - e. MBE/WBE and EEO Utilization Plan.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above.)

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10. MISCELLANEOUS.

10.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation, shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions - NONE*

This Agreement will be effective on _____, 2005, which is the effective date of the Agreement.

WNER: City of Amsterdam

CONTRACTOR _____

By _____

Joseph Emanuele, Mayor
[Corporate Seal]

By _____

Name _____

Title _____

Address for giving notices:

City of Amsterdam
City Hall, 61 Church Street
Amsterdam, NY 12010

Address for giving notices:

Date Signed _____

License No. _____
(where applicable)

(If OWNER is a public body, attach evidence of
authority to sign and resolution or other document
authorizing execution of Agreement.)

Agent for service of Process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to
sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

SUPPLEMENTARY CONDITIONS

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

Duties and Responsibilities of Resident Project Representative

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER/OWNER concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with CONTRACTOR, such as preconstruction conferences, progress of meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:* Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's Superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. *Shop Drawings and Samples:*
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. *Review of Work and Rejection of Defective Work*
 - a. Conduct in-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER/OWNER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER/OWNER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted.
6. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER/OWNER. Transmit to CONTRACTOR decisions as issued by ENGINEER/OWNER.
8. *Records:*
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. *Reports:*

- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER/OWNER Change Orders, Work Directive Changes and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. *Completion:*
- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

Appendix

Mandatory Contract Clauses

The following are mandatory contract provisions to be included in all Municipal/Consultant-Construction-Service contracts for work performed as part of an eligible Environmental Restoration Project (Brownfield). Any changes to these provisions by the municipality should be approved by the New York State Department of Environmental Conservation (NYSDEC) prior to execution of the contract. Failure to comply with these requirements may jeopardize the eligibility of your Brownfield project.

Mandatory Provisions

NON-DISCRIMINATION REQUIREMENTS

1. In accordance with Article 15 of the Executive Law also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

To the extent that such work is to be provided pursuant to the contract, the following paragraph is required:

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, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: a) discriminate in hiring or promotion of any individual 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.

WAGE AND HOUR PROVISIONS

2. 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 the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days state in said statutes, except as otherwise provided in the Labor Law as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the 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.

RECORD-KEEPING REQUIREMENT

3. The Contractor shall maintain all books, documents, papers, and other evidence directly pertinent to the performance of work under this Contract in accordance with generally acceptable accounting principles and practices consistently applied, and 40 CFR Part 30 in effect during the term of this Contract. The Municipality, the Department of Environmental Conservation, the State Comptroller, the State Attorney General, the State Department of Labor, and, in the event of federal funding, the USEP, the Comptroller General of the United States, the United States Department of Labor or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying for a period of six years following final payment or the termination of this Contract whichever is later, and any extensions thereto. These books, records, documents and other evidence shall be accessible within the State of New York to the agencies identified above for the time period stated above. "Termination of this contract," as used in this clause, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

CONFLICT OF INTEREST

4. 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 Municipality.

An organizational conflict of interest exists when the nature of the work to be performed under this Contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the Municipality.

The Contractor agrees that if an actual, apparent 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 Municipality and the State Department of Environmental Conservation. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Municipality, to avoid, mitigate, or minimize the actual or potential conflict.

Remedies - The Municipality may terminate this contract in whole or in part if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresent relevant information to the Municipality, the Municipality may terminate the contract, or pursue such other remedies as may be permitted by law or this contract. The terms of other applicable contract provisions regarding termination shall apply to termination by the Municipality pursuant to this clause.

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

- (a) In addition to the requirements of the above clauses with respect to "Organizational Conflicts of Interest" the following provision with regard to 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.

The Contractor agrees to notify the Department and the Municipality immediately of any actual, apparent or potential personal conflict of interest with regard to any employee subcontractor employee, or consultant working on or having access to information regarding this contract, as soon as the Contractor becomes aware of such conflict. 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 Municipality will notify the Contractor of the appropriate action to be taken.

- (b) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of 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.
- (c) The Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, have been reported to the Department and the Municipality. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Municipality. Along with the annual certification, the Contractor shall also submit an update of any changes in the conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

- (d) The Contractor recognizes that employees in performing this contract may have access to data, either provided by the Department or the Municipality or first generated during contract performance, of a sensitive nature which should not be released without Department/Municipality approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all such employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Municipality. If a Contractor through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the Municipality/Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.
- (e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontractors or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services provisions) which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Municipality.

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply:

- (f) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.
- (1) The Contractor will be ineligible to enter into a contract for remedial action projects for which the Contractor has developed the statement of work or the solicitation package.
 - (2) The Contractor, during the life of the work assignment and for a period of five (5) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department and/or Municipality under this contract without the prior written approval of the Department.
 - (3) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Municipality/Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Municipality/Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

AFFIRMATIVE ACTION

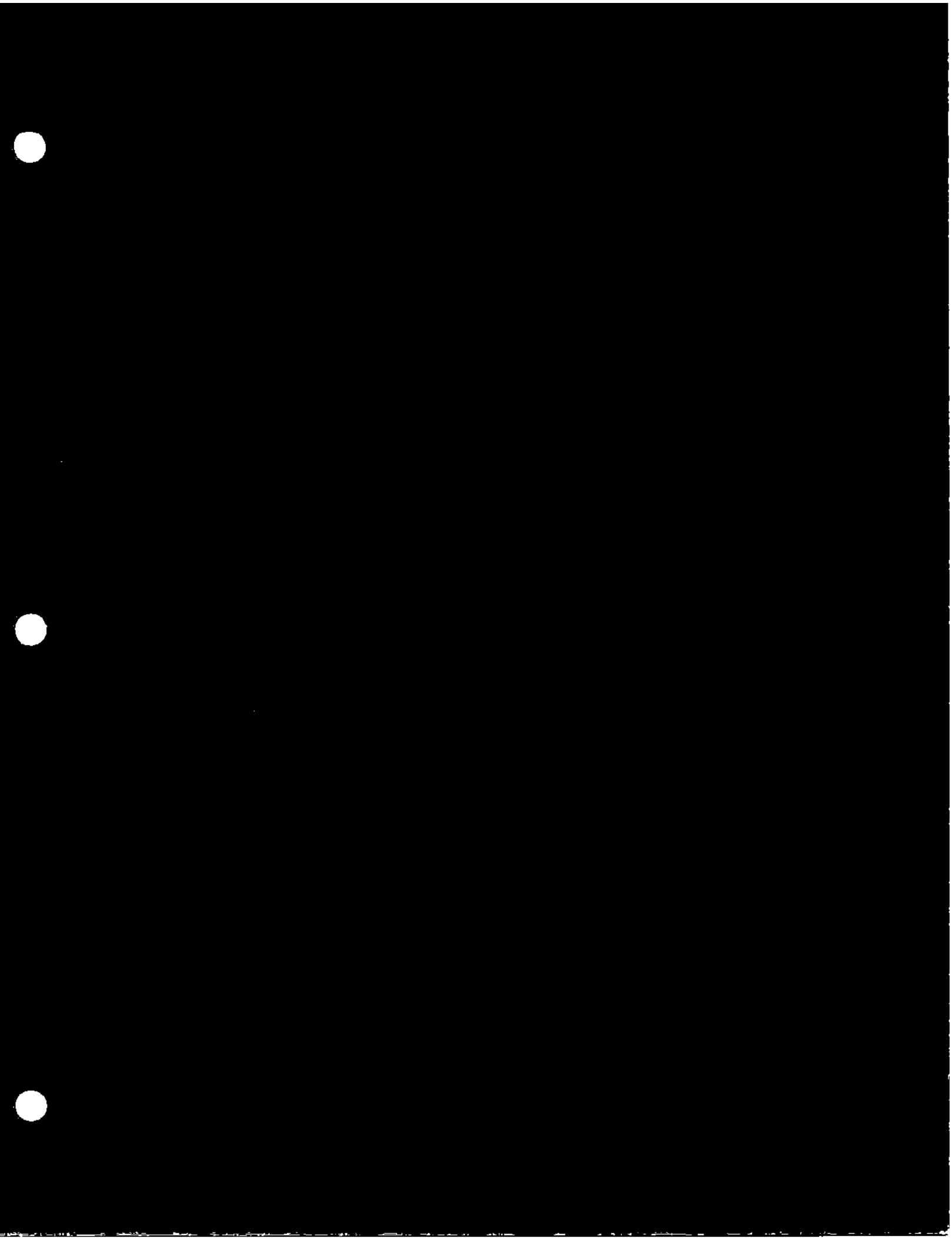
5. (a) The Contractor agrees to be bound by the provisions of New York State Executive Law Article 15A, Sections 312, 313 and 316 and the regulations promulgated thereunder.

As provided thereunder, the Contractor is required to make good faith efforts to solicit the meaningful participation of minority and women owned business enterprises identified in the Directory of Certified Businesses provided by the New York State Department of Economic Developments Division of Minority and Women's Business Development.

- (b) The Contractor agrees to include the requirements set forth in paragraph (a) above and paragraphs (c), (d), and (e) and (f) below in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to work in connection with such contract.

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 Contractor's obligation under a State contract is undertaken or assumed.

- (c) 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. For purposes of this article, affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (d) 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.
- (e) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the 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.
- (f) The Contractor also agrees to incorporate into any contract with subcontractors, contractual provisions applicable to record keeping, reporting, notice requirements and actions determined to be necessary by the Department to implement the requirements of the Minority/Women Business Enterprise Equal Employment (M/WBE-EEO) utilization plan, and of Executive Law Article 15-A, regulations promulgated thereunder, and other applicable law and regulations.



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FUNDING AGENCY EDITION

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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This document has been approved and endorsed by

The Associated General Contractors of America



and the

Construction Specification Institute



These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Funding Agency Edition No. C-521 (2002 Edition). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001, 2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800, 2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agency* – The Federal or state agency named as such in the Agreement.
 3. *Agreement* – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 4. *Application for Payment* – The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 6. *Bid* – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 7. *Bidder* – The individual or entity who submits a Bid directly to Owner.
 8. *Bidding Documents* – The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 9. *Bidding Requirements* – The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.
 10. *Change Order* – A document recommended by Engineer which is signed by Contractor and Owner and Agency and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 11. *Claim* – A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 12. *Contract* – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 13. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's

submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price* – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
15. *Contract Times* – The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
16. *Contractor* – The individual or entity with whom Owner has entered into the Agreement.
17. *Cost of the Work* – See Paragraph 11.01.A for definition.
18. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
19. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Engineer* – The individual or entity named as such in the Agreement.
21. *Field Order* – A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
22. *General Requirements* – Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
23. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
24. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
25. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens* – Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *Milestone* – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
28. *Notice of Award* – The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
29. *Notice to Proceed* – A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

30. *Owner* – The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs* – Polychlorinated biphenyls.
32. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule* – A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
34. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual* – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
36. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
37. *Related Entity* – An officer, director, partner, employee, agent, consultant, or subcontractor.
38. *Resident Project Representative* – The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Schedule of Submittals* – A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
41. *Schedule of Values* – A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
42. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
43. *Site* – Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
44. *Specifications* – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
45. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

46. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
47. *Successful Bidder* – The Bidder submitting a responsive Bid to whom Owner makes an award.
48. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements these General Conditions.
49. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
50. *Underground Facilities* – All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
51. *Unit Price Work* – Work to be paid for on the basis of unit prices.
52. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
53. *Work Change Directive* – A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and Agency upon recommendation of the Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.
- B. *Intent of Certain Terms or Adjectives*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents, or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
 - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, Agency, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

- 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

- 1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
- 2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
- 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3) or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
 2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.
- B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
 2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data,
 - b. locating all Underground Facilities shown or indicated in the Contract Documents,
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because

of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

- A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 - 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 - 3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.
 - a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (Contractor shall be responsible for any deductible or self-insured retention.). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.07 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:
 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Contractor shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof.
- B. Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Contractor as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the

design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and "Or-Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to

establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
- 3) it has a proven record of performance and availability of responsive service; and

- b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times, and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The procedure requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) will perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;

2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
- b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
- c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

- a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services;
- 4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner

may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor
 - 2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings*

- a. Submit number of copies specified in the General Requirements.

- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures*

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
 - a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
 - c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
 - d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs

incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and

other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

- A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities

and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, subject to written approval by Agency at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part,
 2. approve the Claim, or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
 - 4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 - 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressages, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of

defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.
- C. **Contractor's Fee:** When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. **Documentation:** Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. **Cash Allowances**
 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. **Contingency Allowance**
 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the Bid price of a particular item of Unit Price Work amounts to more than 5 percent of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor

under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.B.
 - 1. delays caused by or within the control of Contractor; or
- D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or

2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site,

take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor

indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;

- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. the Contractor's performance or furnishing of the Work is inconsistent with funding Agency requirements;
 - d. there are other items entitling Owner to a set-off against the amount recommended; or
 - e. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.
- 3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Agency, Contractor, and Engineer shall make a prefinal inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner, Agency, and Contractor and will notify Contractor in writing of all

particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The remaining balance of any sum included in the final Application for Payment but held by OWNER for Work not fully completed and accepted will become due when the Work is fully completed and accepted.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Owner and Contractor may mutually request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process, or
 - 3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

ARTICLE 18 – FEDERAL REQUIREMENTS

18.01 *Agency Not a Party*

- A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

18.02 *Contract Approval*

- A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Exhibit GC-A) before Owner submits the executed Contract Documents to Agency for approval.
- B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

18.03 *Conflict of Interest*

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer.
- B. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee,

officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

18.04 *Gratuities*

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 18.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

18.05 *Audit and Access to Records*

- A. For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

18.06 *Small, Minority and Women's Businesses*

- A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

18.07 *Anti-Kickback*

- A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

18.08 *Clean Air and Pollution Control Acts*

- A. If this Contract exceeds \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 USC 1251 *et seq.*). Contractor will report violations to the Agency and the Regional Office of the EPA.

18.09 *State Energy Policy*

- A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

18.10 *Equal Opportunity Requirements*

- A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

18.11 *Restrictions on Lobbying*

- A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

18.12 *Environmental Requirements*

- A. When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental constraints:
1. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
 2. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey Maps.
 3. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).
 4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

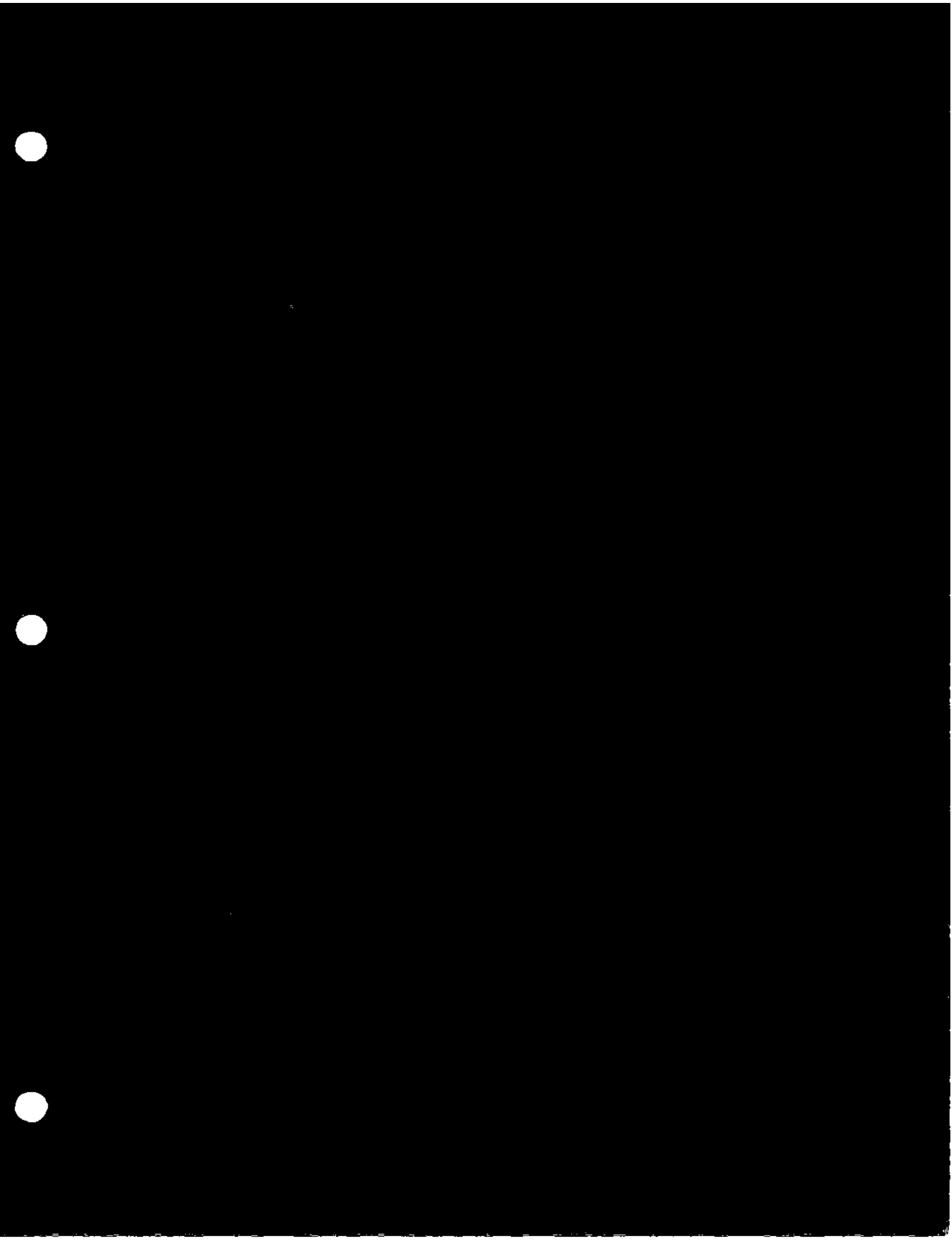
EXHIBIT GC-A

Certificate of Owner's Attorney

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Date: _____



WAGE RATES

**CERTIFICATION OF PAYROLL PURSUANT
TO SECTION 220 OF THE LABOR LAW
WILL BE REQUIRED**

**CERTIFIED PAYROLL MUST BE
SUBMITTED MONTHLY OR WITH
PAYMENT REQUESTS**

NEW YORK STATE DEPARTMENT OF LABOR
BUREAU OF PUBLIC WORK
STATE OFFICE CAMPUS, BLDG. 12
ALBANY, NY 12240

SCHEDULE 2004

Date 06/07/05

AMSTERDAM CITY HALL

PRC 0504495 MONTGOMERY COUNTY 01

ELIZABETH DEMERS, ADMIN. ASST.

ENSR

3 MARCUS BLVD.

ALBANY

NY 12205

Location and Type of Project
PROJECT ID #: NONE
DEMOLITION & REMEDIATION
FORMER MOHASCO MILLS
COMPLEX, FOREST AVE. &
LYON ST., AMSTERDAM, NY

In response to your request, enclosed is the schedule of the prevailing hourly wage rates and the prevailing hourly supplements for the above project, together with copies of the Notice of Contract Let (PW-16) for your use.

THE SCHEDULE MUST BE ANNEXED TO AND FORM A PART OF THE SPECIFICATIONS FOR THIS PROJECT WHEN IT IS ADVERTISED FOR BIDS.

These schedules have been prepared and forwarded in accordance with Article 8 of the NYS Labor Law, which provides that it shall be the duty of the fiscal officer to ascertain and determine the schedules of supplements to be provided and wages to be paid to workers, laborers and mechanics employed on public work projects, and to file such schedules with the Department having jurisdiction.

This schedule is effective from July 1, 2004 through June 30, 2005. All updates, corrections and future copies of the annual determination are available on the Department's website (www.labor.state.ny.us).

The attached rates are based on the latest information available to the Department of Labor, Bureau of Public Work. 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 rate. If there is a question on the proper classification to be used, please call the district office located nearest the project.

NOTICE TO CONTRACTING AGENCIES:

Upon cancellation or completion of this project, enter the necessary information and return this page to:

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

PROJECT HAS BEEN COMPLETED/CANCELLED:

Date _____

Signature _____

Title _____

For additional information, contact our local District Offices:

Albany	(518) 457-2744	Syracuse	(315) 428-4056
Binghamton	(607) 721-8005	Rochester	(716) 258-4505
Buffalo	(716) 847-7159	Utica	(315) 793-2314
Garden City	(516) 228-3915	White Plains	(914) 997-9507
New York City	(212) 352-6088		

GENERAL PROVISIONS OF LAWS COVERING WORKERS ON 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 Let 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 be 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:

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

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 provide copies to each subcontractor and obtain an affidavit certifying such schedule was received.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1 thru June 30 of the following year. The annual determination is available on the Department of Labor website (www.labor.state.ny.us). The prime contractor is required by law to provide copies of all applicable county schedules to each subcontractor and to obtain from each and every subcontractor an affidavit certifying that such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the Department's website.

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 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
- * Classification(s) in which the worker was employed
- * Hourly wage rate(s) paid
- * Supplements paid or provided
- * 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, within ten 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 days will result in the withholding of up to 25% of the contract, not to exceed one hundred thousand dollars. 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, 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 of the Labor Law. See Section 220-a.

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 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 Department's website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the

Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational only and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

WITHHOLDING OF PAYMENTS

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

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

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

SUMMARY OF NOTICE POSTING REQUIREMENTS

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

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 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.

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.

APPRENTICES

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the New York State 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.

Article 8 of the New York State Labor Law requires that only apprentices individually registered with the New York State Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency or office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing to the:

New York State Department of Labor
Office of Employability Development/Apprenticeship Training
State Office Campus, Bldg. 12
Albany, NY 12240

Fax (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 Albany Apprenticeship Training Central Office. Neither Federal nor State Apprenticeship Training offices outside 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 years when:

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

CRIMINAL SANCTIONS

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) 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. See 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. See 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 fifty dollars for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract. See 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. See 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 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.

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.



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

AMSTERDAM CITY HALL

ELIZABETH DEMERS, ADMIN. ASST.
ENSR
3 MARCUS BLVD.
ALBANY NY 12205

MONTGOMERY COUNTY
AGY. OF JURIS. : CITY
NAT. OF PROJECT: OTHER RECON, MAINT, REPAIR, ALT

Schedule Type

Date 06/07/05 2004

Prevailing Rate Case No.

0504495 01
PROJECT ID #: NONE
DEMOLITION & REMEDIATION
FORMER MONASCO HILLS
COMPLEX, FOREST AVE. &

Copies of the wage and supplement schedule for the Public Work project identified above are enclosed herewith.
Sec. 220.3a of the Labor Law requires that certain information be furnished to the Commissioner of Labor.

Accordingly, you **MUST** complete **ONE** of these requests for EACH prime contract let immediately upon
notifying a successful bidder for this Public Work project. Photocopy as many blank forms as required to
supply one for each contractor.

Return this request to the address given above

- ☐ Project **CANCELLED, POSTPONED** or assigned to agency's own employees. If reactivated, new rates and
supplements will be requested.
- ☐ **CONTRACT AWARDED:** (check one and indicate date of first legal instrument which bound agency to contract.)
- ☐ Letter of Intent _____ ☐ Contract Signed _____ ☐ Resolution _____

Work to be done by this prime contractor:

Type of Contract: **CHECK APPLICABLE TYPE**

- ☐ (01) General Construction ☐ (02) Heating/Ventilation ☐ (03) Electrical
☐ (04) Plumbing ☐ (05) Other _____

Contractor Information: **ALL INFORMATION MUST BE SUPPLIED**

CONTRACTOR'S TELEPHONE #:

Federal Employer Identification Number: _____

() _____ - _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Amount of Contract _____ Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Estimated Date Entire Project Will be Completed: ____/____/____

CONTRACTS NOT YET AWARDED

Type of Contract (Check all applicable contract types)

- ☐ (01) General Construction ☐ (02) Heating/Ventilation ☐ (03) Electrical
☐ (04) Plumbing ☐ (05) Other _____

Signature _____ Date _____

Prevailing Rate Schedule
New York State -----Case Number-----
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Montgomery County General Construction Rates

Prevailing Wage Rates for 07/01/04 - 06/30/05

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.

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

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) for current wage rate information.

APPRENTICE TRAINING RATIOS

The following are the allowable ratios of registered Apprentices to Journeyworkers. 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

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2004

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	1:1,1:4
Mason	1:1,1:4
Carpenter	1:1,1:4
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:2
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:4
Insulation & Asbestos Worker	1:1,1:4
Iron Worker	1:1,1:6
Laborer	1:1,1:6
Op Engineer	1:1,1:5
Painter	1:1,1:4
Plumber & Steamfitter	1:1,1:4
Roofer	1:1,1:4
Sheet Metal Worker	1:1,1:2
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 - New York City	212-352-6088	212-352-6580
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

(7/01/2004) NOTES Admin.

OVERTIME/HOLIDAY CODES

OVERTIME

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.

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- (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.
- (C) Double the hourly rate after 7 hours per day.
- (C1) Double the hourly rate after 7 and one half hours per day.
- (D) Double the hourly rate after 8 hours per day.
- (D1) Double the hourly rate after 9 hours per day.
- (E) Time and one half of the hourly rate on Saturday.
- (E1) Time and one half 1st 4 hours on Saturday. Double the hourly rate all additional Saturday hours.
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather.
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week.
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather.
- (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

HOLIDAYS

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.

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(3) Memorial Day and Labor Day.
 (4) Memorial Day and July 4th.
 (5) Memorial Day, July 4th, and Labor Day.
 (6) New Year's Day, Thanksgiving Day, and Christmas Day.
 (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 Day.
 (17) July 4th.
 (18) 1/2 Day before Christmas Day.
 (19) 1/2 Day before New Year's Day.
 (20) Thanksgiving Day.
 (21) New Year's Day.
 (22) Christmas Day.
 (23) Day before Christmas.
 (24) Day before New Year's Day.
 (25) Presidents' Day.
 (26) Martin Luther King, Jr. Day.

Asbestos Worker	Entire County	COLUMBIA COUNTY:	Entire County
ALBANY COUNTY:	Entire County	ESSEX COUNTY:	Entire County
DELAWARE COUNTY:	Entire County	GREENE COUNTY:	Entire County
FULTON COUNTY:	Entire County	MONTGOMERY COUNTY:	Entire County
HAMILTON COUNTY:	Entire County	SARATOGA COUNTY:	Entire County
RENSSELAER COUNTY:	Entire County	SCHOHARIE COUNTY:	Entire County
SCHENECTADY COUNTY:	Entire County	ULSTER COUNTY:	Entire County
SULLIVAN COUNTY:	Entire County	WASHINGTON COUNTY:	Entire County
WARREN COUNTY:	Entire County		

WAGES: (per hour) 7/01/2004 5/1/2005 5/1/2006

Asbestos Worker.....	\$ 22.47	23.82	25.25
Insulator.....	22.47	23.82	25.25
Firestopping Worker.....	15.99*	17.07*	18.21*

* On Mechanical Systems only.

OVERTIME PAY: See (B, D1, O*) on OVERTIME PAGE.
 * Triple time on Labor Day.

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

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)

Journeyman &			
Apprentices.....	\$ 12.71	13.47	14.28

1-40

Asbestos Worker - Abatement Only			
ALBANY COUNTY:	Entire County	CLINTON COUNTY:	Entire County

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ESSEX COUNTY: Entire County	FRANKLIN COUNTY: Entire County
FULTON COUNTY: Entire County	HAMILTON COUNTY: Entire County
MONTGOMERY COUNTY: Entire County	RENSSELAER COUNTY: Entire County
SARATOGA COUNTY: Entire County	SCHENECTADY COUNTY: Entire County
WARREN COUNTY: Entire County	WASHINGTON COUNTY: Entire County

WAGES: (per hour) 7/01/2004

Asbestos Worker
Removal & hazardous
abatement Only.....\$ 16.87

Only for the removal of insulation materials from mechanical systems which are not going to be scrapped. For ALL other removal work, please refer to the appropriate Building Laborer category.

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 9 applies to 4,6,25.
*Code 1 applies to 2.

SUPPLEMENTAL BENEFITS (per hr. paid):

Journeyman \$ 11.25

1-201North

Boilermaker	BROOME COUNTY: Entire County
ALBANY COUNTY: Entire County	COLUMBIA COUNTY: Entire County
CHENANGO COUNTY: Entire County	ESSEX COUNTY: Entire County
DELAWARE COUNTY: Entire County	GREENE COUNTY: Entire County
FULTON COUNTY: Entire County	HERKIMER COUNTY: Entire County
HAMILTON COUNTY: Entire County	OTSEGO COUNTY: Entire County
MONTGOMERY COUNTY: Entire County	SARATOGA COUNTY: Entire County
RENSSELAER COUNTY: Entire County	SCHOHARIE COUNTY: Entire County
SCHENECTADY COUNTY: Entire County	WARREN COUNTY: Entire County
TIOGA COUNTY: Entire County	
WASHINGTON COUNTY: Entire County	

WAGES: (per hour) 07/01/2004

Boilermaker.....\$ 25.18

OVERTIME PAY:..... See (B,E,Q*,) on OVERTIME PAGE.
*-DOUBLE TIME AFTER TEN HOURS ON MON.-SAT.

HOLIDAY:
Paid:..... See (1) on HOLIDAY PAGE.
Overtime:..... See (5, 6,10,11,15) on HOLIDAY PAGE.

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

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

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman & \$ 6.46
Apprentices. Plus 40% of
Gross Wages

1 -197

Carpenter - Building
ALBANY COUNTY: Entire County

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FULTON COUNTY: Entire County
 MONTGOMERY COUNTY: Entire County
 RENSSELAER COUNTY: Entire County
 SCHENECTADY COUNTY: Entire County
 SCHOHARIE COUNTY: Entire County
 WAGES: (per hour)

7/01/2004 6/01/05
 Addit.
 1.50

Building:		
Carpenter.....	\$ 23.00	
Floor Coverer.....	23.00	
Carpet Layer.....	23.00	
Dry-Wall Applicator.....	23.00	
Lather.....	23.00	
Piledriver.....	23.50	
Diver-Hot Day.....	53.75	55.00
Diver-Dry Day.....	24.00	
Diver Tender.....	24.00	
Welder.....	23.00	

Hazardous site pay, requiring protective gear shall be an additional \$1.50 PER HOUR.

Millwright.....	23.50*	6/01/05 Addit. 1.50
Millwright Welder &		
Hazardous Waste Work.....	24.75*	

* For work that belongs to the Millwrights only.

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

HOLIDAY:

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

APPRENTICES: indentured BEFORE 5/31/02:
 (1/2) year terms at the following percentage of Journeyman's wage:

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
50%	55%	60%	65%	70%	75%	80%	85%

APPRENTICES: indentured AFTER 5/31/02:
 1 year terms at the following percentage of Journeyman's wage:

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

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman.....	\$ 9.28
Journeyman Millwright.....	9.28

Apprentices:

1st year terms.....	\$ 3.94
2nd year terms.....	6.62
3rd year terms.....	9.19
4th year terms.....	9.19

Millwright Apprentices:

1st year terms.....	3.94
2nd year term.....	6.61
All others.....	9.28

1-370

Carpenter - Heavy Highway
 ALBANY COUNTY: Entire County

Prevailing Rate Schedule

New York State Department of Labor

-----Case Number-----

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MONTGOMERY

2004

FULTON COUNTY: Entire County
 MONTGOMERY COUNTY: Entire County
 RENSSELAER COUNTY: Entire County
 SCHENECTADY COUNTY: Entire County
 SCHOHARIE COUNTY: Entire County

WAGES: (per hour)	7/01/2004	7/01/05 Addit.	7/01/06 Addit.
Heavy/Highway:			
Carpenter.....	\$ 24.09	1.35	1.45
Millwrights.....	24.09		
Piledriver.....	24.09		
Welder & Hazardous Work..	25.59		
Diver - Wet Day.....	53.75	55.00	56.25
Diver - Dry Day.....	25.09		
Tender.....	25.09		

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

HOLIDAY:

Paid:..... See (2,17) on HOLIDAY PAGE.
 Overtime:..... See (5,6) on HOLIDAY PAGE.

APPRENTICES: indentured BEFORE 5/31/02
 (1/2) year terms at the following percentage of Journeyman's wage:

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
50%	55%	60%	65%	70%	75%	80%	85%

APPRENTICES: indentured AFTER 5/31/02:
 1 year terms at the following percentage of Journeyman's wage:

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

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman..... \$ 9.28

Apprentices:

1st year terms.....	\$ 3.94
2nd year terms.....	6.62
3rd year terms.....	9.19
4th year terms.....	9.19

1-370H/H

Electrician
 OTSEGO COUNTY: Only the Towns of Decatur and Worcester
 GREENE COUNTY: All of the city of Catskill and that portion of the county
 that lies north of Route 23A.
 ALBANY COUNTY: Entire County
 COLUMBIA COUNTY: Entire County
 FULTON COUNTY: Entire County
 HAMILTON COUNTY: Entire County
 MONTGOMERY COUNTY: Entire County
 RENSSELAER COUNTY: Entire County
 SARATOGA COUNTY: Entire County
 SCHENECTADY COUNTY: Entire County
 SCHOHARIE COUNTY: Entire County
 WARREN COUNTY: Entire County
 WASHINGTON COUNTY: Entire County

ELECTRICIAN

WAGES: (per hour)	7/01/2004	6/01/2005 Addit.	6/01/2006 Addit.
Electrician.....	\$ 26.50	1.50	1.55
Audio/Sound.....	26.50		

Prevailing Rate Schedule

New York State Department of Labor

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0504495
MONTGOMERY

2004

Certified Welder..... 29.15

An additional 5% above rate for work over 30' above floor when working on tooth picks, structural steel, temp. platforms, swing scaffolds & boatswain chairs

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

An additional 20% above rate in shafts over 25' deep & tunnels over 50' lg under const.

OVERTIME PAY: See (B, E, Q) on OVERTIME PAGE.

* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

HOLIDAY:

Paid:..... See (1) on HOLIDAY PAGE.

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

APPRENTICES: (hour) terms at the following percentage of Journeyman's wage.

6mo.	1yr.	2yr.	3rdyr.	4thyr.	5thyr.
(40%)	(45%)	(50%)	(60%)	(70%)	(80%)
(1000 Hr's ea.)		(1500 hours ea.)			

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman.....	\$ 12.58	+ 3% of Gross Wages
Apprentice 1st Term.....	6.55	"
" 2nd ".....	6.55	"
" 3rd ".....	12.58	"
" 4th ".....	12.58	"
" 5th ".....	12.58	"
" 6th ".....	12.58	"

1-236

Electrician Lineman	Entire County	ONEIDA COUNTY:	Entire County
ALBANY COUNTY:	Entire County	ONONDAGA COUNTY:	Entire County
ALLEGANY COUNTY:	Entire County	ONTARIO COUNTY:	Entire County
BROOME COUNTY:	Entire County	ORANGE COUNTY:	Entire County
CATTARAUGUS COUNTY:	Entire County	ORLEANS COUNTY:	Entire County
CAYUGA COUNTY:	Entire County	OSWEGO COUNTY:	Entire County
CHAUTAUQUA COUNTY:	Entire County	OTSEGO COUNTY:	Entire County
CHEMUNG COUNTY:	Entire County	PUTNAM COUNTY:	Entire County
CHENANGO COUNTY:	Entire County	RENSSELAER COUNTY:	Entire County
CLINTON COUNTY:	Entire County	ROCKLAND COUNTY:	Entire County
COLUMBIA COUNTY:	Entire County	SARATOGA COUNTY:	Entire County
CORTLAND COUNTY:	Entire County	SCHENECTADY COUNTY:	Entire County
DELAWARE COUNTY:	Entire County	SCHOHARIE COUNTY:	Entire County
DUTCHESS COUNTY:	Entire County	SCHUYLER COUNTY:	Entire County
ERIE COUNTY:	Entire County	SENECA COUNTY:	Entire County
ESSEX COUNTY:	Entire County	STEBEN COUNTY:	Entire County
FRANKLIN COUNTY:	Entire County	ST. LAWRENCE COUNTY:	Entire County
FULTON COUNTY:	Entire County	SULLIVAN COUNTY:	Entire County
GENESEE COUNTY:	Entire County	TIOGA COUNTY:	Entire County
GREENE COUNTY:	Entire County	TOMPKINS COUNTY:	Entire County
HAMILTON COUNTY:	Entire County	ULSTER COUNTY:	Entire County
HERKIMER COUNTY:	Entire County	WARREN COUNTY:	Entire County
JEFFERSON COUNTY:	Entire County	WASHINGTON COUNTY:	Entire County
LEWIS COUNTY:	Entire County	WAYNE COUNTY:	Entire County
LIVINGSTON COUNTY:	Entire County	HYOMING COUNTY:	Entire County
MADISON COUNTY:	Entire County	YATES COUNTY:	Entire County
MONROE COUNTY:	Entire County		
MONTGOMERY COUNTY:	Entire County		
NIAGARA COUNTY:	Entire County		

Includes Teledata Work within Ten feet of High Voltage Transmission Lines

WAGES: (per hour)

Prevailing Rate Schedule

New York State Department of Labor

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0504495
MONTGOMERY

2004

	7/01/04	5/01/05	4/30/06
Lineman/Tech./Welder	\$ 35.19	36.60	38.00
Cable splicer	35.19	36.60	38.00
Digging Machine Operator	31.67	32.94	34.20
Tractor Trailer Driver	29.91	31.11	32.30
Truck Driver/Groundman	28.15	29.28	30.40
Mechanic 1st Class	28.15	29.28	30.40
Flagman	21.11	21.96	22.80

*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	\$ 33.97	35.37	36.78
Digging Machine Operator	30.57	31.83	33.10
Tractor Trailer Driver	28.87	30.06	31.26
Truck Driver/Groundman	27.18	28.30	29.42
Mech. 1st Class	27.18	28.30	29.42
Flagman	20.38	21.22	22.07
Certified Welder/Pipe Type Cable	35.67	37.14	38.62
Cable Splicer	37.37	38.91	40.46

*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 /Technician	\$ 32.67	34.08	35.48
Welder/Cable Splicer	32.67	34.08	35.48
Digging Machine Operator	29.40	30.67	31.93
Tractor Trailer Driver	27.77	28.97	30.16
Truck Driver/Groundman	26.14	27.26	28.38
Mechanic 1st Class	26.14	27.26	28.38
Flagman	19.60	20.45	21.29

*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	\$ 32.67	34.08	35.48
Cable Splicer	35.94	37.49	39.03
Certified Welder	34.30	35.78	37.25
Digging Machine Operator	29.40	30.67	31.93
Tractor Trailer Driver	27.77	28.97	30.16
Mechanic 1st Class	26.14	27.26	28.38
Truck Driver/Groundman	26.14	27.26	28.38
Flagman	19.60	20.45	21.29

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

**Above rates applicable on all electrical sub-stations, switching structures,

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 MONTGOMERY 2004

fiber optic cable and all other work not defined as "Utility outside electrical work"

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.

The following APPRENTICE rates and the following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

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 including above listed holidays.

\$9.50 plus 7% of wage	\$10.50 plus 7% of wage	\$11.50 plus 7% of wage

6-1249a

Electrician Lineman Pole Treater	ONEIDA COUNTY:	Entire County
ALBANY COUNTY:	Entire County	Entire County
ALLEGANY COUNTY:	Entire County	Entire County
BROOME COUNTY:	Entire County	Entire County
CATTARAUGUS COUNTY:	Entire County	Entire County
CAYUGA COUNTY:	Entire County	Entire County
CHAUTAUQUA COUNTY:	Entire County	Entire County
CHEMUNG COUNTY:	Entire County	Entire County
CHENANGO COUNTY:	Entire County	Entire County
CLINTON COUNTY:	Entire County	Entire County
COLUMBIA COUNTY:	Entire County	Entire County
CORTLAND COUNTY:	Entire County	Entire County
DELAWARE COUNTY:	Entire County	Entire County
DUTCHESS COUNTY:	Entire County	Entire County
ERIE COUNTY:	Entire County	Entire County
ESSEX COUNTY:	Entire County	Entire County
FRANKLIN COUNTY:	Entire County	Entire County
FULTON COUNTY:	Entire County	Entire County
GENESEE COUNTY:	Entire County	Entire County
GREENE COUNTY:	Entire County	Entire County
HAMILTON COUNTY:	Entire County	Entire County
	ROCKLAND COUNTY:	Entire County
	SARATOGA COUNTY:	Entire County
	SCHENECTADY COUNTY:	Entire County
	SCHUYLER COUNTY:	Entire County
	SENECA COUNTY:	Entire County
	ST. LAWRENCE COUNTY:	Entire County
	SULLIVAN COUNTY:	Entire County
	TIOGA COUNTY:	Entire County
	TOMPKINS COUNTY:	Entire County

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New York State

-----Case Number-----

0504495
MONTGOMERY

2004

HERKIMER COUNTY:	Entire County	ULSTER COUNTY:	Entire County
JEFFERSON COUNTY:	Entire County	WARREN COUNTY:	Entire County
LEWIS COUNTY:	Entire County	WASHINGTON COUNTY:	Entire County
LIVINGSTON COUNTY:	Entire County	WAYNE COUNTY:	Entire County
MADISON COUNTY:	Entire County	WYOMING COUNTY:	Entire County
MONROE COUNTY:	Entire County	YATES COUNTY:	Entire County
MONTGOMERY COUNTY:	Entire County		
NIAGARA COUNTY:	Entire County		
WAGES: (per hour)			

7/01/04

Pole treater 1st..... \$ 12.96
(Minimum 1 year experience)

Pole treater 2nd..... 12.27
(Minimum 6 months experience)

Pole treater 3rd 11.60
(Minimum 3 months experience)

Inexperienced treater 10.92
(Less than 3 months)

OVERTIME PAY: See (B, H) on OVERTIME PAGE.

HOLIDAY

Paid:..... See (5, 6, 8, 10, 15) on HOLIDAY PAGE.
Overtime:.... See (5, 6, 8, 10, 15) on HOLIDAY PAGE.

SUPPLEMENTAL BENEFITS: (per hours worked including the above listed holidays)

\$ 3.95
plus 3%
of wage

*NOTE.....ABOVE RATES APPLICABLE THROUGHOUT THE ENTIRE STATE EXCEPT THE
FOLLOWING COUNTIES: BRONX, KINGS, NEW YORK COUNTY, QUEENS, RICHMOND, NASSAU,
SUFFOLK and WESTCHESTER COUNTIES.

6-1249pole

Electrician Lineman Teledata			
ALBANY COUNTY:	Entire County	ONEIDA COUNTY:	Entire County
ALLEGANY COUNTY:	Entire County	ONONDAGA COUNTY:	Entire County
BROOME COUNTY:	Entire County	ONTARIO COUNTY:	Entire County
CATTARAUGUS COUNTY:	Entire County	ORANGE COUNTY:	Entire County
CAYUGA COUNTY:	Entire County	ORLEANS COUNTY:	Entire County
CHAUTAUQUA COUNTY:	Entire County	OSWEGO COUNTY:	Entire County
CHEMUNG COUNTY:	Entire County	OTSEGO COUNTY:	Entire County
CHENANGO COUNTY:	Entire County	PUTNAM COUNTY:	Entire County
CLINTON COUNTY:	Entire County	RENSSELAER COUNTY:	Entire County
COLUMBIA COUNTY:	Entire County	ROCKLAND COUNTY:	Entire County
CORTLAND COUNTY:	Entire County	SARATOGA COUNTY:	Entire County
DELAWARE COUNTY:	Entire County	SCHENECTADY COUNTY:	Entire County
DUTCHESS COUNTY:	Entire County	SCHOHARIE COUNTY:	Entire County
ERIE COUNTY:	Entire County	SCHUYLER COUNTY:	Entire County
ESSEX COUNTY:	Entire County	SENECA COUNTY:	Entire County
FRANKLIN COUNTY:	Entire County	STEBEN COUNTY:	Entire County
FULTON COUNTY:	Entire County	ST. LAWRENCE COUNTY:	Entire County
GENESEE COUNTY:	Entire County	SULLIVAN COUNTY:	Entire County
GREENE COUNTY:	Entire County	TIOGA COUNTY:	Entire County

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HAMILTON COUNTY:	Entire County	TOMPKINS COUNTY:	Entire County
HERKIMER COUNTY:	Entire County	ULSTER COUNTY:	Entire County
JEFFERSON COUNTY:	Entire County	WARREN COUNTY:	Entire County
LEWIS COUNTY:	Entire County	WASHINGTON COUNTY:	Entire County
LIVINGSTON COUNTY:	Entire County	WAYNE COUNTY:	Entire County
MADISON COUNTY:	Entire County	WESTCHESTER COUNTY:	Entire County
MONROE COUNTY:	Entire County	WYOMING COUNTY:	Entire County
MONTGOMERY COUNTY:	Entire County	YATES COUNTY:	Entire County
NIAGARA COUNTY:	Entire County		

For work outside building property lines****

**** EXCLUDES - Teledata work within ten feet of High Voltage transmission lines, for this work please see LINEMAN.

WAGES: (per hour) 7/01/2004

Cable Splicer.....\$ 23.07

Installer/Repairman..... 21.91

Teledata Lineman..... 21.91

Technician/Equip oper..... 21.91

Groundman..... 11.61

OVERTIME PAY: See (B,Q) on OVERTIME PAGE

HOLIDAY:

Paid:..... NONE

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

SUPPLEMENTAL BENEFITS:

per hour worked\$ 3.05
plus 3%
of wage

6-1249LT

Electrician Lineman	Traffic Signal	Lighting		
ALBANY COUNTY:	Entire County	ONEIDA COUNTY:	Entire County	
ALLEGANY COUNTY:	Entire County	ONONDAGA COUNTY:	Entire County	
BROOME COUNTY:	Entire County	ONTARIO COUNTY:	Entire County	
CATTARAUGUS COUNTY:	Entire County	ORLEANS COUNTY:	Entire County	
CAYUGA COUNTY:	Entire County	OSWEGO COUNTY:	Entire County	
CHAUTAUQUA COUNTY:	Entire County	OTSEGO COUNTY:	Entire County	
CHEMUNG COUNTY:	Entire County	RENSSELAER COUNTY:	Entire County	
CHENANGO COUNTY:	Entire County	SARATOGA COUNTY:	Entire County	
CLINTON COUNTY:	Entire County	SCHENECTADY COUNTY:	Entire County	
CORTLAND COUNTY:	Entire County	SCHOHARIE COUNTY:	Entire County	
DELAWARE COUNTY:	Entire County	SCHUYLER COUNTY:	Entire County	
ERIE COUNTY:	Entire County	SENECA COUNTY:	Entire County	
ESSEX COUNTY:	Entire County	STEBEN COUNTY:	Entire County	
FRANKLIN COUNTY:	Entire County	ST. LAWRENCE COUNTY:	Entire County	
FULTON COUNTY:	Entire County	SULLIVAN COUNTY:	Entire County	
GENESEE COUNTY:	Entire County	TIOGA COUNTY:	Entire County	
GREENE COUNTY:	Entire County	TOMPKINS COUNTY:	Entire County	
HAMILTON COUNTY:	Entire County	WARREN COUNTY:	Entire County	
HERKIMER COUNTY:	Entire County	WASHINGTON COUNTY:	Entire County	

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New York State

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0504495
MONTGOMERY

2004

JEFFERSON COUNTY:	Entire County	WAYNE COUNTY:	Entire County
LEWIS COUNTY:	Entire County	WYOMING COUNTY:	Entire County
LIVINGSTON COUNTY:	Entire County	YATES COUNTY:	Entire County
MADISON COUNTY:	Entire County		
MONROE COUNTY:	Entire County		
MONTGOMERY COUNTY:	Entire County		
NIAGARA COUNTY:	Entire County		

	7/01/2004	5/01/05	4/30/06
Certified Welder.....	\$ 31.30	32.78	34.26
Lineman/Technician.....	29.81	31.22	32.63
Digging Mach.....	26.83	28.10	29.37
Tractor trailer driver.....	25.34	26.54	27.74
Truck Driver/groundman.....	23.85	24.98	26.10
Mechanic 1st Class.....	23.85	24.98	26.10
Flagman.....	17.89	18.73	19.58

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.

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.
*Supplements paid at STRAIGHT TIME rate for holidays.
**Overtime: (5, 6, 8, 13, 25)

The following APPRENTICE Rates and the following SUPPLEMENTAL BENEFITS apply to all classifications.

APPRENTICES: (1000) hour terms at the following percentage of Journey's wage.

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

SUPPLEMENTAL BENEFITS: per Hour Worked including above listed holidays.

\$ 9.50	\$10.50	\$11.50
plus	plus	plus
6.5% of wage	6.5% of wage	6.5% of wage

NOTE: Additional \$1.00 per hr. for entire crew when a helicopter is used.

6-1249a-LT

Electrician Lineman Tree Trimmer

-----Case Number-----

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MONTGOMERY

2004

PUTNAM COUNTY: Entire county except Brewster Township.

ALBANY COUNTY:	Entire County	ONEIDA COUNTY:	Entire County
ALLEGANY COUNTY:	Entire County	ONONDAGA COUNTY:	Entire County
BROOME COUNTY:	Entire County	ONTARIO COUNTY:	Entire County
CATTARAUGUS COUNTY:	Entire County	ORLEANS COUNTY:	Entire County
CAYUGA COUNTY:	Entire County	OSWEGO COUNTY:	Entire County
CHAUTAUQUA COUNTY:	Entire County	OTSEGO COUNTY:	Entire County
CHEMUNG COUNTY:	Entire County	RENSSELAER COUNTY:	Entire County
CHENANGO COUNTY:	Entire County	SARATOGA COUNTY:	Entire County
CLINTON COUNTY:	Entire County	SCHENECTADY COUNTY:	Entire County
COLUMBIA COUNTY:	Entire County	SCHOHARIE COUNTY:	Entire County
CORTLAND COUNTY:	Entire County	SCHUYLER COUNTY:	Entire County
DELAWARE COUNTY:	Entire County	SENECA COUNTY:	Entire County
DUTCHESS COUNTY:	Entire County	STEUEN COUNTY:	Entire County
ERIE COUNTY:	Entire County	ST. LAWRENCE COUNTY:	Entire County
ESSEX COUNTY:	Entire County	SULLIVAN COUNTY:	Entire County
FRANKLIN COUNTY:	Entire County	TIDGA COUNTY:	Entire County
FULTON COUNTY:	Entire County	TOMPKINS COUNTY:	Entire County
GENESEE COUNTY:	Entire County	ULSTER COUNTY:	Entire County
GREENE COUNTY:	Entire County	WARREN COUNTY:	Entire County
HAMILTON COUNTY:	Entire County	WASHINGTON COUNTY:	Entire County
HERKIMER COUNTY:	Entire County	WAYNE COUNTY:	Entire County
JEFFERSON COUNTY:	Entire County	WYOMING COUNTY:	Entire County
LEWIS COUNTY:	Entire County	YATES COUNTY:	Entire County
LIVINGSTON COUNTY:	Entire County		
MADISON COUNTY:	Entire County		
MONROE COUNTY:	Entire County		
MONTGOMERY COUNTY:	Entire County		
NIAGARA COUNTY:	Entire County		

Applies to line clearance, tree work and right-of-way preparation on all new or existing overhead electrical, telephone and CATV lines.

WAGES: (per hour)

	7/01/04	1/01/05
Tree Trimmer:		
Tree Man.....	18.92	19.73
" Equip. Operator.....	16.77	17.47
" Mechanic.....	16.77	17.47
" Truck Driver.....	14.25	14.84
" Inexperienced Grdsman..	11.80	12.28
" Flagman	8.54	8.88

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.
 *Supplements paid at STRAIGHT TIME rate for holidays.
 **Overtime: (5, 6, 8, 10, 15, 16)

SUPPLEMENTAL BENEFITS: (per hour worked including above listed holidays.

\$ 4.05	\$ 4.15
plus 3%	plus 3%
of wage	of wage

-----6-1249TT-----

Elevator Constructor & Maintenance

GREENE COUNTY: All except the Townships of Catskill and Hunter.

Prevailing Rate Schedule

Department of Labor

New York State

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0504495
MONTGOMERY

2004

COLUMBIA COUNTY: Only the Townships of Stuyvesant, Kinderhook, Chatham, Canaan, Stockport, Ghent, Austerlitz, Greenport, Claverack, Hillsdale and New Lebanon.

ALBANY COUNTY:	Entire County	CLINTON COUNTY:	Entire County
ESSEX COUNTY:	Entire County	FRANKLIN COUNTY:	Entire County
FULTON COUNTY:	Entire County	HAMILTON COUNTY:	Entire County
HERKIMER COUNTY:	Entire County	MONTGOMERY COUNTY:	Entire County
ONEIDA COUNTY:	Entire County	OTSEGO COUNTY:	Entire County
RENSSELAER COUNTY:	Entire County	SARATOGA COUNTY:	Entire County
SCHENECTADY COUNTY:	Entire County	SCHOHARIE COUNTY:	Entire County
WARREN COUNTY:	Entire County		
WASHINGTON COUNTY:	Entire County		

WAGES: (per hour) 7/1/2004 1/1/2005
Addit.
\$2.00

Mechanic..... \$ 29.24
Helper..... 20.47

OVERTIME PAY:..... See (D, O) on OVERTIME PAGE.

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

APPRENTICES RATES:
(1st 6mo) (2nd 6mo) (2nd yr) (3rd yr) (4th yr)
50% 55% 65% 70% 80%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman..... \$ 10.77
+ 8%
of wage

Helper &
Apprentices..... \$ 10.77
+ 6%
of wage

1-35

Glazier			
ALBANY COUNTY:	Entire County	CLINTON COUNTY:	Entire County
COLUMBIA COUNTY:	Entire County	ESSEX COUNTY:	Entire County
FRANKLIN COUNTY:	Entire County	FULTON COUNTY:	Entire County
GREENE COUNTY:	Entire County	HAMILTON COUNTY:	Entire County
MONTGOMERY COUNTY:	Entire County	RENSSELAER COUNTY:	Entire County
SARATOGA COUNTY:	Entire County	SCHENECTADY COUNTY:	Entire County
SCHOHARIE COUNTY:	Entire County	WARREN COUNTY:	Entire County
WASHINGTON COUNTY:	Entire County		

WAGES: (per hour) 7/01/2004

Glazier..... \$ 21.17

OVERTIME PAY:..... See (B,E,Q) ON OVERTIME PAGE.

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

APPRENTICES: (1/2) year (900 hr.) terms at the following percentage

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 MONTGOMERY 2004

of Journeyman's wage.

1st. 35%	2nd. 45%	3rd. 55%	4th. 65%	5th. 75%	6th. 85%	7th. 90%	8th. 95%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman &

Apprentices..... \$ 8.81

1-155

Ironworker

OTSEGO COUNTY: Only the Townships of Unadilla, Butternut, Morris, Otsego, Oneonta, Laurens, Millford, Maryland and Worcester.

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

FULTON COUNTY: Only the Townships of Broadalbin, Mayfield, Northampton, Bleeker and Johnstown.

HAMILTON COUNTY: Only the Townships of Hope, Benson and Wells.

ALBANY COUNTY: Entire County CLINTON COUNTY: Entire County

COLUMBIA COUNTY: Entire County DELAWARE COUNTY: Entire County

ESSEX COUNTY: Entire County GREENE COUNTY: Entire County

RENSSELAER COUNTY: Entire County SARATOGA COUNTY: Entire County

SCHENECTADY COUNTY: Entire County SCHOHARIE COUNTY: Entire County

WARREN COUNTY: Entire County WASHINGTON COUNTY: Entire County

WAGES: (per hour)

7/01/2004

5/01/2005

Addit.
2.04

Ornamental/Reinf/Rodman..	\$ 23.00
Sheeter Bucker-up.....	23.125
Structural & Precast....	23.00
Mover/Rigger.....	23.00
Fence Erector.....	23.00
Stone Derrickman.....	23.00
Sheeter.....	23.25
Curtain Wall &	
Metal Window Installer..	23.00

OVERTIME PAY:..... See (B,E,Q,) on OVERTIME PAGES.

HOLIDAY:

Paid:..... See (1) on HOLIDAY PAGE.

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

APPRENTICES: (1) YEAR TERMS AT THE FOLLOWING WAGE RATES:

1st yr	2nd yr	3rd yr	4th yr
13.80	16.10	18.40	20.70

SUPPLEMENTAL BENEFITS (per hour worked)

JOURNEYMAN \$ 15.37

Apprentice:

1st year.....	7.00
2nd year.....	12.97
3rd year.....	13.82
4th year.....	14.68

1-12

Ironworker

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

FULTON COUNTY: Only the Townships of Caroga, Ephratah, Oppenheim, Strafford.

HAMILTON COUNTY: Only the Townships of Arietta, Indian Lake, Lake Pleasant, Long Lake and Morehouse.

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2004

JEFFERSON COUNTY: Only the Townships of Antwerp, Champion, Philadelphia and
 Wilna.
 MADISON COUNTY: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon,
 Madison, Oneida and Stockbridge.
 MONTGOMERY COUNTY: Only the Townships of Canajoharie, Minden, Palatine and St.
 Johnsville.
 OTSEGO COUNTY: Only the Townships of Burlington, Cherry Valley, Decatur,
 Edmeston, Exeter, Hartwick, Middlefield, New Lisbon, Otsego, Pittsfield,
 Plainfield, Richfield, Roseboom, Springfield and Westford.
 FRANKLIN COUNTY: Entire County
 HERKIMER COUNTY: Entire County
 LEWIS COUNTY: Entire County
 ONEIDA COUNTY: Entire County
 ST. LAWRENCE COUNTY: Entire County
 WAGES: (per hour) 7/01/2004 7/01/2005

Structural/Reinforcing....	\$ 22.00	Addit.
Mach. Mover/Ornamental....	22.00	\$ 1.75
Stone Derrickman.....	22.00	
Chain Link Fence.....	22.00	
Sheeter Bucker-Up.....	22.00	
Sheeter Ironworker.....	22.00	
Pre-engineered Buildings..	22.00	
Window Erector.....	22.00	
Precast Erector.....	22.00	
Welder	22.00	

OVERTIME PAY: See (B,E,Q) on OVERTIME PAGE.

HOLIDAY:

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

APPRENTICES: (hour) terms at the following percentage of Journeyman's wage.

to 1500	to 3000	to 4500	to 6000
\$13.80	\$16.10	\$18.40	\$20.70

SUPPLEMENTAL BENEFITS: (per hour worked)

7/01/2004

Journeyman.....	\$ 14.34
Apprentices: 1st term..	\$ 7.00
2nd term..	10.58
3rd term..	11.09
4th term..	11.60

7-440

 Laborer - Building
 FULTON COUNTY: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown,
 Broadalbin and Perth.
 MONTGOMERY COUNTY: Only the Townships of Mohawk, Glen, Charleston, Amsterdam
 and Florida.
 SARATOGA COUNTY: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau,
 South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland,
 Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.
 SCHENECTADY COUNTY: Entire County SCHOHARIE COUNTY: Entire County
 WAGES: (per hour) 7/01/2004 10/1/04 10/1/05

Group #1:

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2004

All Classifications:..... \$ 19.28 19.83 Addit.
1.60Group #2:
Asb. Abatement..... 20.63 21.18

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

HOLIDAY:

Paid :..... See (1) on HOLIDAY PAGE.

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

APPRENTICES: 1000 Hours terms at the following percentage of Journeyman's wage.

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

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman & Apprentices..... \$ 8.15 9.15

1-157

Laborer - BuildingFULTON COUNTY: Only the Townships of Stratford, Canoga, Oppenheim and Ephrata.
MONTGOMERY COUNTY: Only the Townships of Minden, Palantine, Canajoharie, Root
and St. Johnsville.

HAMILTON COUNTY: Entire County

HERKIMER COUNTY: Entire County

MADISON COUNTY: Entire County

ONEIDA COUNTY: Entire County

GROUP #1: Basic

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

GROUP #3: Wagon Drill

GROUP #4: Blaster, Formsetter, Riding Mortar Buggy.

GROUP #5: Hazardous Waste Removal

GROUP #6: Asbestos and Lead Removal.

WAGES: (per hour)

7/01/2004

Building Laborer:

Group # 1.....	\$ 17.50
Group # 2.....	17.65
Group # 3.....	17.90
Group # 4.....	18.00
Group # 5.....	19.50
Group # 6.....	19.00

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

*When an employee has worked between 16 and 32 hours.

HOLIDAYS:

Paid:..... See (1) on HOLIDAY PAGE.

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

APPRENTICES: (hour) terms at the following percentage of Journeyman's wage.
to 1000 to 2000 to 3000 to 4000

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	MONTGOMERY		2004
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS (per hour worked)

\$ 7.79

7-35

Laborer - Heavy Highway
 FULTON COUNTY: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.
 MONTGOMERY COUNTY: Only the Townships of Mohawk, Glen, Charleston, Amsterdam and Florida.
 SARATOGA COUNTY: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park
 SCHENECTADY COUNTY: Entire County
 SCHOHARIE COUNTY: Entire County
 GROUP # A:
 Basic, Drill Helper, Flagman, Outboard and Hand Boats.

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

GROUP # C:
 All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D:
 Blasters, Form Setters, Stone or Granite Curb Setters.

WAGES: (per hour)

7/01/2004

Heavy & Highway Laborer:	
Group # A.....	\$ 21.29
Group # B.....	21.49
Group # C.....	21.69
Group # D.....	21.89

Additional 2.00 per hr. over base rate for work on a State or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

Workers on a single irregular work shift starting anytime from 5:00 pm to 1:00 am due to governmental mandated night work shall be paid an additional \$1.50 per hour. Effective on jobs bid after January 1, 2001.

OVERTIME PAY:..... See (B,E,Q,) on OVERTIME PAGE.

HOLIDAY:

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

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

APPRENTICES: 1000 HOURS TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S WAGE.

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MONTGOMERY

2004

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

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman & Apprentices. \$ 9.40

1-157h/h

 Laborer - Heavy Highway
 FULTON COUNTY: Only the Townships of Stratford, Caroga, Oppenheim and Ephrata.
 MONTGOMERY COUNTY: Only the Townships of Minden, Palantine, Canajoharie, Root
 and St. Johnsville.

HAMILTON COUNTY: Entire County
 HERKIMER COUNTY: Entire County
 MADISON COUNTY: Entire County
 ONEIDA COUNTY: Entire County
 GROUP # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats.

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

GROUP # C: All Rock or Drilling Machine Operators (Except Quarry Master and
 Similar Type), Acetylene Torch Operators, Asphalt Raker and Powdermen.

GROUP # D: Blasters, Form Setters, Stone or Granite Curb Setters.

WAGES: (per hour)

	7/01/2004	7/01/05	7/01/06	7/01/07
Heavy/Highway Laborer:				
GROUP # A.....	\$20.40	Addit	Addit.	Addit.
GROUP # B.....	20.60	\$1.50	\$1.50	\$1.50
GROUP # C.....	20.80			
GROUP # D.....	21.00			

An additional \$2.00 to hourly rate when required to use or wear protective
 equipment on a Federal or State designated hazardous site.

Governmental mandated night work, (single irregular shift): Additional \$1.50/hr.

OVERTIME PAY: See (B, E, Q) on OVERTIME PAGE.

HOLIDAY:

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

APPRENTICES: (hour) terms at the following percentage of Journeyman's wage.

to 1000 65%	to 2000 70%	to 4000 80%

SUPPLEMENTAL BENEFITS: (per hour worked)

\$ 10.29

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0504495
MONTGOMERY

2004
7-35/2h

Mason - Building
 WARREN COUNTY: Only the Townships of Bolton, Lake George, Lake Luzerne,
 Queensbury, Stony Creek, Thurman & Warrensburg.
 ALBANY COUNTY: Entire County COLUMBIA COUNTY: Entire County
 FULTON COUNTY: Entire County GREENE COUNTY: Entire County
 HAMILTON COUNTY: Entire County MONTGOMERY COUNTY: Entire County
 RENSSELAER COUNTY: Entire County SARATOGA COUNTY: Entire County
 SCHENECTADY COUNTY: Entire County SCHOHARIE COUNTY: Entire County
 WASHINGTON COUNTY: Entire County
 WAGES: (per hour)

7/01/2004

Bricklayer.....	\$ 24.30
Cement Mason(Bldg).....	24.30
Plasterer/Fireproofing.....	24.30*
Pointer/Caulker/Cleaner.....	24.30
Stone Mason.....	24.30

*Fireproofing of Structural only.

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

HOLIDAY:

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

APPRENTICES; MASONS (750) hour terms at the following percentage of
 Journey's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
55%	60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman.....	\$ 11.29
Apprentice 1st 500 hours....	5.69
All other Apprentices.....	11.29

1-2b.1

Mason - Heavy Highway
 ONONDAGA COUNTY: All classifications except Cement Masons.

ALBANY COUNTY:	Entire County	CAYUGA COUNTY:	Entire County
CLINTON COUNTY:	Entire County	COLUMBIA COUNTY:	Entire County
ESSEX COUNTY:	Entire County	FRANKLIN COUNTY:	Entire County
FULTON COUNTY:	Entire County	GREENE COUNTY:	Entire County
HAMILTON COUNTY:	Entire County	HERKIMER COUNTY:	Entire County
JEFFERSON COUNTY:	Entire County	LEWIS COUNTY:	Entire County
MADISON COUNTY:	Entire County	MONTGOMERY COUNTY:	Entire County
ONEIDA COUNTY:	Entire County	OSWEGO COUNTY:	Entire County
RENSSELAER COUNTY:	Entire County	SARATOGA COUNTY:	Entire County
SCHENECTADY COUNTY:	Entire County	SCHOHARIE COUNTY:	Entire County
ST. LAWRENCE COUNTY:	Entire County	WARREN COUNTY:	Entire County
WASHINGTON COUNTY:	Entire County		

WAGES: (per hour)

7/01/2004

Heavy/Highway:
 Mason/Bricklayer..... \$ 24.21

OVERTIME PAY:..... See (B, E, Q,) on OVERTIME PAGE.

HOLIDAY:

Paid:..... See (5, 20) on HOLIDAY PAGE.
 Overtime:..... See (5, 6,) on HOLIDAY PAGE.

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2004

APPRENTICE wage (750 HR. TERMS at % Journeyman's wage.
 1st. 2nd. 3rd. 4th. 5th. 6th. 7th. 8th.
 55% 60% 65% 70% 75% 80% 85% 90%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman..... \$ 10.39
 Apprentice 1st 500 hours. 5.39
 All other Apprentices... \$ 10.39

1-2hh.1

Mason - Tile Setters
 ALBANY COUNTY: Entire County CLINTON COUNTY: Entire County
 COLUMBIA COUNTY: Entire County ESSEX COUNTY: Entire County
 FRANKLIN COUNTY: Entire County FULTON COUNTY: Entire County
 GREENE COUNTY: Entire County HAMILTON COUNTY: Entire County
 MONTGOMERY COUNTY: Entire County RENSSELAER COUNTY: Entire County
 SARATOGA COUNTY: Entire County SCHENECTADY COUNTY: Entire County
 SCHOHARIE COUNTY: Entire County WARREN COUNTY: Entire County
 WASHINGTON COUNTY: Entire County
 WAGES: (per hour)

7/01/2004

Building:
 Marble, Tile, Slate
 & Terrazzo Setter..... \$ 22.70
 " Finisher..... 20.00

OVERTIME PAY:..... See (B, E, Q) on OVERTIME PAGE

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

APPRENTICES:SETTER (Hour) terms at the following percentage of
 Journeyman's wage.
 1st. 2nd. 3rd.
 (500 hrs.) (1000 hrs.) (500 hrs.)
 60% 80% 90%

APPRENTICES:Finisher (Hour) terms at the following percentage of
 Journeyman's wage.
 1st. 2nd. 3rd.
 (500 hrs.) (1000 hrs.) (500 hrs.)
 70% 80% 90%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman Setter:..... \$ 10.79
 Apprentice 1st Term..... 5.54
 All other Apprentices..... 10.79
 Journeyman Finisher:..... 8.79
 Apprentice 1st Term..... 5.09
 All other Apprentices..... 8.79

1-2T.1

Operating Engineer - Building
 DUTCHESS COUNTY: North of a West/East line through Dutchess County
 starting at the Northern Boundary of the City of Poughkeepsie.
 HERKIMER COUNTY: East of a North/South line through the Railroad
 Station at Little Falls.
 ALBANY COUNTY: Entire County CLINTON COUNTY: Entire County
 COLUMBIA COUNTY: Entire County ESSEX COUNTY: Entire County

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2004

FRANKLIN COUNTY:	Entire County.	FULTON COUNTY:	Entire County
GREENE COUNTY:	Entire County	HAMILTON COUNTY:	Entire County
MONTGOMERY COUNTY:	Entire County	OTSEGO COUNTY:	Entire County
RENSSELAER COUNTY:	Entire County	SARATOGA COUNTY:	Entire County
SCHENECTADY COUNTY:	Entire County	SCHOHARIE COUNTY:	Entire County
WARREN COUNTY:	Entire County	WASHINGTON COUNTY:	Entire County

POWER EQUIPMENT OPERATOR - Building

CLASS A1:
Crane, Hydraulic Cranes, Tower Crane, Locomotive Crane, Piledriver,
Cableway, Derricks, Whirlies, Dragline, Boom truck over 5 ton.

CLASS A:
Maintenance Engineer, Self-Contained Crawler Drill, Hydraulic Rock Drill,
Shovel, All Excavators including rubber tire & full swing.
Backhoe(except tractor mtd. rubber tired), Graders, Power road grader,
all CMI equipment, Front-end rubber tire loader, Tractor-mounted
drill (quarry master), Mucking machine, Concrete central mix plant,
Concrete pump, Belcrete system, Automated asphalt concrete plant,
Tractor road paver, Boom Trucks 5 ton & under.

CLASS B:
Backhoe(rubber tired backhoe/loader combination), Bulldozer, Push cat,
Tractor, Traxcavator, Scraper, LeTourneau grader, Form fine Grader,
Road Roller, Blacktop Roller, Blacktop Spreader, Power Brooms, Sweepers,
Trenching Machine, Barber Greene loader, Side booms, Hydro hammer,
Concrete spreader, Concrete finishing machine, One Drum Hoist,
Power Hoisting(single drum), hoist-two drum or more, 3 Drum Eng.,
power hoisting (2 drum & over) 2 & 3 Drum & Swing Engine, Hoist Hoist,
A-L Frame Winchs, Core & Well Drillers(one drum), Post Hole Digger,
CHB Vibro Tamp or Similar Mach. Batch Pin & Plant Oper., Dinky Locom.,
Skid Steer loader, Track excav. 5/8 cu yd or under.

CLASS C:
Forklift, High Lift, Lull, Oiler, Fireman and Heavy-duty Greaser, Boilers,
Steam Generators, Vibrator, Mortar Mixer, Air Compressor, Dust
Collector, Welding Machine, Well Point, Mechanical Heater, Generators,
Temporary Light Plants, Concrete Pumps, Electric Submersible Pump 4" and
over, Murphy type diesel generator, Conveyor, Elevators, Concrete Mixer and
Belcrete power pack (Belcrete system), Seeding & Mulching Machines, Pumps,

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

WAGES: (per hour)

	7/1/2004	1/01/05	7/01/05
Class # A1.....	\$ 27.88	28.92	30.07
Class # A.....	27.05	28.48	29.63
Class # B.....	26.24	27.57	28.72
Class # C.....	24.09	25.00	26.15

Cranes: over 150 ft add .50 per hr. over Class A1 Rate
Cranes: over 200 ft add 1.00 per hr. " " " "
Tower Cranes..... add .50 per hr. " " " "

Additional 2.50 per hr. for hazardous or toxic waste work.
Additional 2.00 per hr over B rate for Nuclear Leader work.
Additional .40 per hr for tunnel or excavation of shaft 40' or more deep.

OVERTIME PAY:..... See (B,E,Q,) on OVERTIME PAGE.

HOLIDAY:

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

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2004

APPRENTICES: (1000) hours terms at the following percentage of
Journeyman's Wage.

1st.	2nd.	3rd.	4th.
60% of	65% of	70% of	75% of
Class C	Class B	Class A	Class A1

SUPPLEMENTAL BENEFITS: (per hour paid)

Journeyman &
Apprentices:..... \$ 13.65 13.65 14.00

1-106b

Operating Engineer - Heavy Highway
DUTCHESS COUNTY: North of a West/East line through Dutchess County
starting at the Northern Boundary of the City of Poughkeepsie.
HERKIMER COUNTY: East of a North/South line through the Railroad
Station at Little Falls.

ALBANY COUNTY:	Entire County	BROOME COUNTY:	Entire County
CHENANGO COUNTY:	Entire County	CLINTON COUNTY:	Entire County
COLUMBIA COUNTY:	Entire County	ESSEX COUNTY:	Entire County
FRANKLIN COUNTY:	Entire County	FULTON COUNTY:	Entire County
GREENE COUNTY:	Entire County	HAMILTON COUNTY:	Entire County
MONTGOMERY COUNTY:	Entire County	OTSEGO COUNTY:	Entire County
RENSSELAER COUNTY:	Entire County	SARATOGA COUNTY:	Entire County
SCHENECTADY COUNTY:	Entire County	SCHOHARIE COUNTY:	Entire County
TIOGA COUNTY:	Entire County	WARREN COUNTY:	Entire County
WASHINGTON COUNTY:	Entire County		

MASTER MECHANIC:

CLASS 1A:
Crane, Cherry Picker (over 5 ton capacity, Derricks (steel erection)
Dragline, Overhead Crane (gantry or straddle), Piledriver, Boom Truck
(Over 5 tons).

CLASS A:
Automated Concrete Spreader (CMI Type), Automatic Fine Grader,
Backhoe (except tractor-mounted, rubber tired), Backhoe Excavator Full Swing
(CAT 212 or similar), Belt Placer (CMI Type), Blacktop Plant (automated),
Cableway, Caisson Auger, Central Mix Concrete Plant (automated), Concrete
Pump (8" or over), Dredge, Dual Drum Paver, Excavator (all purpose-hydraulic
Gradall or Similar), Profiler (over 105 H.P.), Front End Loader (4c.y. & over),
Head Tower (Sauerman or equal), Hoist (two or three Drum), Mine Hoist,
Holland Loader, Mucking Machine or Mole, Power Grader, Quad 9, Quarry Master
(or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (if second man is
needed, he shall be an Oiler), Tractor Drawn Belt Type Loader, Truck or
Trailer Mounted Chipper (self-feeding), Tug & Operator (manned, rented
equipment excluded) & Tunnel Shovel, Maintenance Engineer, Concrete Curb
Machine, Self-Propelled Slip Form, Boom Truck 5 tons and under, Directional
Drilling Machine, Back Filling Machine, Side Boom, Pavement Breaker (sp)
Hertgen/PB-4 & similar type.

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), All
Concrete Batching Plants, Cherry Picker (5 ton capacity & under), Compressors
(4 or less exceeding 2000 cfm combined capacity), Concrete Paver over 16S,
Concrete Pump (Under 8"), Bituminous Recycling machine Crawler Drill Self
Contained, Crusher, Diesel Power Unit, Drill Rigs (Tractor Mounted), Front End
Loader (under 4 c.y.), Hi-Pressure Boiler (15 lbs. & over), Hoist (One Drum),
Kolman Plant Loader & similar type loaders (if employer requires another man,
he shall be Oiler), L.C.M. Work Boat Operator, Locomotive,
Grease/Lubrication Eng., Welder, Mixer (for stabilized base-self propelled),
Monorail Machine, Plant Engineer, Profiler (105 H.P. or over) Pump Crete,
Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization),

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2004

CATTARAUGUS COUNTY:	Entire County	ORANGE COUNTY:	Entire County
CAYUGA COUNTY:	Entire County	ORLEANS COUNTY:	Entire County
CHAUTAUQUA COUNTY:	Entire County	OSWEGO COUNTY:	Entire County
CHEMUNG COUNTY:	Entire County	OTSEGO COUNTY:	Entire County
CHENANGO COUNTY:	Entire County	PUTNAM COUNTY:	Entire County
CLINTON COUNTY:	Entire County	RENSSELAER COUNTY:	Entire County
COLUMBIA COUNTY:	Entire County	ROCKLAND COUNTY:	Entire County
CORTLAND COUNTY:	Entire County	SARATOGA COUNTY:	Entire County
DELAWARE COUNTY:	Entire County	SCHENECTADY COUNTY:	Entire County
DUTCHESS COUNTY:	Entire County	SCHOHARIE COUNTY:	Entire County
ERIE COUNTY:	Entire County	SCHUYLER COUNTY:	Entire County
ESSEX COUNTY:	Entire County	SENECA COUNTY:	Entire County
FRANKLIN COUNTY:	Entire County	STEBEN COUNTY:	Entire County
FULTON COUNTY:	Entire County	ST. LAWRENCE COUNTY:	Entire County
GENESEE COUNTY:	Entire County	SUFFOLK COUNTY:	Entire County
GREENE COUNTY:	Entire County	SULLIVAN COUNTY:	Entire County
HAMILTON COUNTY:	Entire County	TIOGA COUNTY:	Entire County
HERKIMER COUNTY:	Entire County	TOMPKINS COUNTY:	Entire County
JEFFERSON COUNTY:	Entire County	ULSTER COUNTY:	Entire County
LEWIS COUNTY:	Entire County	WARREN COUNTY:	Entire County
LIVINGSTON COUNTY:	Entire County	WASHINGTON COUNTY:	Entire County
MADISON COUNTY:	Entire County	WAYNE COUNTY:	Entire County
MONROE COUNTY:	Entire County	WESTCHESTER COUNTY:	Entire County
MONTGOMERY COUNTY:	Entire County	WYOMING COUNTY:	Entire County
NASSAU COUNTY:	Entire County	YATES COUNTY:	Entire County
NEW YORK CITY:	Entire County		
NIAGARA COUNTY:	Entire County		

WAGES: (per hour)

7-01-04

DIPPER & CLAMSHELL DREDGES

CLASS A:

Operator.....\$ 28.07

CLASS B:

Operator II.....\$ 23.04

Engineer.....24.72

Boat Master.....23.24

CLASS C:

Maintenance Eng.....\$ 23.59

Mate.....21.99

Drag Barge Operator.....21.99

Welder.....23.22

Boat Capt.....22.15

Chief of Party.....21.99

CLASS D:

Oiler.....\$ 18.59

Scowman.....17.88

Rodman.....17.88

Tug Deckhand.....18.13

Deckhand.....18.13

7-01-04

HYDRAULIC DREDGES

CLASS A:

Leverman.....\$ 27.56

CLASS B:

Leverman II.....\$ 23.04

Engineer.....24.17

Derrick Operator.....24.17

Chief Mate.....23.82

Chief Welder.....24.48

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2004

Electrician.....	23.43
Fill Placer.....	23.82
Asst. Fill Placer.....	21.80
Boat master.....	23.23

CLASS C:

Maintenance Eng.....	\$ 23.59
Mate.....	21.99
Drag Barge Operator.....	21.99
Welder Dredge.....	23.21
Spider Barge Operator	23.01
Boat Capt.....	22.15
Chief of Party.....	21.99

CLASS D:

Oiler.....	\$ 18.59
Shoreman.....	17.90
Rodman.....	17.90
Deckhand.....	17.90
Tug Deckhand.....	18.13

OVERTIME: See (B, F, R) on OVERTIME PAGE.

HOLIDAY:

Paid: See (5, 6, 8, 15, 26) on HOLIDAY PAGE.

Overtime: See (5, 6, 8, 15, 26) on OVERTIME PAGE.

SUPPLEMENTAL BENEFITS: (per hour worked)

"The following SUPPLEMENTAL BENEFITS apply to ALL categories"

7-01-04

All Class A & B	\$ 6.45
	plus 7%
	of wage
(overtime hours add)	\$ 1.25

All Class C	\$ 5.85
	plus 7%
	of wage
(overtime hours add)	\$ 0.95

All Class D	\$ 5.25
	plus 7%
	of wage
(overtime hours add)	\$ 0.65

4-25a

Operating Engineer - Survey Crew - Building
 DUTCHESS COUNTY: Northern part of Dutchess county (to the Northern Boundary
 Line of the City of Poughkeepsie), east of a North/South line through the
 railroad station at Little Falls.

ALBANY COUNTY:	Entire County	ONTARIO COUNTY:	Entire County
ALLEGANY COUNTY:	Entire County	ORLEANS COUNTY:	Entire County
BROOME COUNTY:	Entire County	OTSEGO COUNTY:	Entire County

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CATTARAUGUS COUNTY: Entire County CHAUTAUQUA COUNTY: Entire County CHEMUNG COUNTY: Entire County CHENANGO COUNTY: Entire County CLINTON COUNTY: Entire County COLUMBIA COUNTY: Entire County ERIE COUNTY: Entire County ESSEX COUNTY: Entire County FRANKLIN COUNTY: Entire County FULTON COUNTY: Entire County GENESEE COUNTY: Entire County GREENE COUNTY: Entire County HAMILTON COUNTY: Entire County HERKIMER COUNTY: Entire County LIVINGSTON COUNTY: Entire County MONROE COUNTY: Entire County MONTGOMERY COUNTY: Entire County NIAGARA COUNTY: Entire County	RENSSELAER COUNTY: Entire County SARATOGA COUNTY: Entire County SCHENECTADY COUNTY: Entire County SCHOHARIE COUNTY: Entire County STEUBEN COUNTY: Entire County TIOGA COUNTY: Entire County WARREN COUNTY: Entire County WASHINGTON COUNTY: Entire County WAYNE COUNTY: Entire County WYOMING COUNTY: Entire County YATES COUNTY: Entire County

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.

WAGES: (per hour) 7/01/2004 7/01/2005

Survey Rates-Building:		
Party Chief.....	\$26.50	\$28.00
Instrument/Rodperson.....	24.00	25.50

Additional \$3.00 per hour for work in a tunnel.
 An additional 2.50 per hour for work in hazardous waste area.

OVERTIME PAY: See (B, E, Q) on OVERTIME PAGE

HOLIDAYS:

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

APPRENTICES: (1000) hour terms at the following wage rates.

	1st	2nd	3rd
6/01/2004	14.40	16.80	19.20
6/01/2005	15.30	17.85	20.40

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman and all Apprentices.....	\$13.10	\$13.60

6-545 DBS

Operating Engineer - Survey Crew - Consulting Engineer
 DUTCHESS COUNTY: from the Northern boundary line of the City of
 Poughkeepsie North.

ALBANY COUNTY: Entire County ALLEGANY COUNTY: Entire County BROOME COUNTY: Entire County CATTARAUGUS COUNTY: Entire County CAYUGA COUNTY: Entire County CHAUTAUQUA COUNTY: Entire County	NIAGARA COUNTY: Entire County ONEIDA COUNTY: Entire County ONONDAGA COUNTY: Entire County ONTARIO COUNTY: Entire County ORLEANS COUNTY: Entire County OSWEGO COUNTY: Entire County

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CHEMUNG COUNTY:	Entire County	OTSEGO COUNTY:	Entire County
CHENANGO COUNTY:	Entire County	RENSSELAER COUNTY:	Entire County
CLINTON COUNTY:	Entire County	SARATOGA COUNTY:	Entire County
COLUMBIA COUNTY:	Entire County	SCHENECTADY COUNTY:	Entire County
CORTLAND COUNTY:	Entire County	SCHOHARIE COUNTY:	Entire County
ERIE COUNTY:	Entire County	SCHUYLER COUNTY:	Entire County
ESSEX COUNTY:	Entire County	SENECA COUNTY:	Entire County
FRANKLIN COUNTY:	Entire County	STEBEN COUNTY:	Entire County
FULTON COUNTY:	Entire County	ST. LAWRENCE COUNTY:	Entire County
GENESEE COUNTY:	Entire County	TIOGA COUNTY:	Entire County
GREENE COUNTY:	Entire County	TOMPKINS COUNTY:	Entire County
HAMILTON COUNTY:	Entire County	WARREN COUNTY:	Entire County
HERKIMER COUNTY:	Entire County	WASHINGTON COUNTY:	Entire County
JEFFERSON COUNTY:	Entire County	WAYNE COUNTY:	Entire County
LEWIS COUNTY:	Entire County	WYOMING COUNTY:	Entire County
LIVINGSTON COUNTY:	Entire County	YATES COUNTY:	Entire County
MADISON COUNTY:	Entire County		
MONTGOMERY COUNTY:	Entire County		

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.

Instrumentman- One who runs the instrument and assists the Party Chief.

Rodman- One who holds the rods and in general, assists the survey party.

WAGES: (per hour) 7/01/04 7/01/05

Survey Rates:		
Party Chief.....	\$26.50	\$28.00
Instrument/Rodperson.....	24.00	25.50

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

OVERTIME PAY: See (B, E, Q) on OVERTIME PAGE

HOLIDAY:

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

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

SUPPLEMENTAL BENEFITS: (per hour worked)

\$13.10 13.60

6-545 DCE

Operating Engineer - Survey Crew - Heavy Highway
DUTCHESS COUNTY: the northern portion of the county from the northern boundary line of the City of Poughkeepsie north to the Dutchess County line.

ALBANY COUNTY:	Entire County	NIAGARA COUNTY:	Entire County
ALLEGANY COUNTY:	Entire County	ONEIDA COUNTY:	Entire County
BROOME COUNTY:	Entire County	ONONDAGA COUNTY:	Entire County
CATTARAUGUS COUNTY:	Entire County	ONTARIO COUNTY:	Entire County
CAYUGA COUNTY:	Entire County	ORLEANS COUNTY:	Entire County
CHAUTAUQUA:	Entire County	OSWEGO COUNTY:	Entire County

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CHEMUNG COUNTY:	Entire County	OTSEGO COUNTY:	Entire County
CHENANGO COUNTY:	Entire County	RENSSELAER COUNTY:	Entire County
CLINTON COUNTY:	Entire County	SARATOGA COUNTY:	Entire County
COLUMBIA COUNTY:	Entire County	SCHENECTADY COUNTY:	Entire County
CORTLAND COUNTY:	Entire County	SCHOHARIE COUNTY:	Entire County
ERIE COUNTY:	Entire County	SCHUYLER COUNTY:	Entire County
ESSEX COUNTY:	Entire County	SENECA COUNTY:	Entire County
FRANKLIN COUNTY:	Entire County	STEBEN COUNTY:	Entire County
FULTON COUNTY:	Entire County	ST. LAWRENCE COUNTY:	Entire County
GENESEE COUNTY:	Entire County	TIOGA COUNTY:	Entire County
GREENE COUNTY:	Entire County	TOMPKINS COUNTY:	Entire County
HAMILTON COUNTY:	Entire County	WARREN COUNTY:	Entire County
HERKIMER COUNTY:	Entire County	WASHINGTON COUNTY:	Entire County
JEFFERSON COUNTY:	Entire County	WAYNE COUNTY:	Entire County
LEWIS COUNTY:	Entire County	WYOMING COUNTY:	Entire County
LIVINGSTON COUNTY:	Entire County	YATE COUNTY:	Entire County
MADISON COUNTY:	Entire County		
MONROE COUNTY:	Entire County		
MONTGOMERY COUNTY:	Entire County		

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.

WAGES: (per hour)	7/01/2004	7/01/2005
Survey Rates:		
Party Chief.....	\$26.50	\$28.00
Instrument/Rodperson	24.00	25.50

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

OVERTIME PAY: See (B, E, Q) on OVERTIME PAGE

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

APPRENTICES: (1 yr. or 1000 hrs.) terms at the following wage rates.

	1st.	2nd.	3rd.
6/01/2004	14.40	16.80	19.20
6/01/2005	15.30	17.85	20.40

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman and all apprentices.....	\$13.10	\$13.60

6-545 D.H.H.

Operating Engineer -Trenchless Pipeline Rehabilitation			
ALBANY COUNTY:	Entire County	ONEIDA COUNTY:	Entire County
ALLEGANY COUNTY:	Entire County	ONONDAGA COUNTY:	Entire County
BROOME COUNTY:	Entire County	ONTARIO COUNTY:	Entire County
CATTARAUGUS COUNTY:	Entire County	ORANGE COUNTY:	Entire County
CAYUGA COUNTY:	Entire County	ORLEANS COUNTY:	Entire County
CHAUTAUQUA COUNTY:	Entire County	OSWEGO COUNTY:	Entire County

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CHEMUNG COUNTY:	Entire County	OTSEGO COUNTY:	Entire County
CHENANGO COUNTY:	Entire County	PUTNAM COUNTY:	Entire County
CLINTON COUNTY:	Entire County	RENSSELAER COUNTY:	Entire County
COLUMBIA COUNTY:	Entire County	ROCKLAND COUNTY:	Entire County
CORTLAND COUNTY:	Entire County	SARATOGA COUNTY:	Entire County
DELAWARE COUNTY:	Entire County	SCHENECTADY COUNTY:	Entire County
DUTCHESS COUNTY:	Entire County	SCHOHARIE COUNTY:	Entire County
ERIE COUNTY:	Entire County	SCHUYLER COUNTY:	Entire County
ESSEX COUNTY:	Entire County	SENECA COUNTY:	Entire County
FRANKLIN COUNTY:	Entire County	STEBEN COUNTY:	Entire County
FULTON COUNTY:	Entire County	ST. LAWRENCE COUNTY:	Entire County
GENESEE COUNTY:	Entire County	SUFFOLK COUNTY:	Entire County
GREENE COUNTY:	Entire County	SULLIVAN COUNTY:	Entire County
HAMILTON COUNTY:	Entire County	TIOGA COUNTY:	Entire County
HERKIMER COUNTY:	Entire County	TOMPKINS COUNTY:	Entire County
JEFFERSON COUNTY:	Entire County	ULSTER COUNTY:	Entire County
LEWIS COUNTY:	Entire County	HARREN COUNTY:	Entire County
LIVINGSTON COUNTY:	Entire County	HASHINGTON COUNTY:	Entire County
MADISON COUNTY:	Entire County	HAYNE COUNTY:	Entire County
MONROE COUNTY:	Entire County	WESTCHESTER COUNTY:	Entire County
MONTOMERY COUNTY:	Entire County	WYOMING COUNTY:	Entire County
NASSAU COUNTY:	Entire County	YATES COUNTY:	Entire County
NEW YORK CITY:	Entire County		
NIAGARA COUNTY:	Entire County		

On Contracts for Inspection Only: These rates Do Not APPLY.

IMPORTANT NOTE: Rates apply to pipeline repair utilizing a Cured-In-Place Pipe (CIPP) lining system. For all other pipeline repair work, the traditional classification and corresponding wage rates apply.

OPERATING ENGINEER - Trenchless Pipeline Rehabilitation

7-01-04

Lead Tec TV Crew.....	\$ 35.51
Net Out Tec.....	\$ 34.20
Technician.....	\$ 32.89
Boiler Operator.....	\$ 33.54
Yard rate.....	\$ 28.96
Yard Mechanic.....	\$ 33.54

NOTE: PREMIUM PAY 20% on straight time hours for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

OVERTIME PAY: See (D, O) on OVERTIME PAGE.

HOLIDAY:

Paid:..... See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE.**
 ** must work day before & day after or receive 2 hrs per intermittent day
 Overtime:.... See (5, 6, 8, 9, 15, 25) on OVERTIME PAGE.**

APPRENTICE (1) year terms at the following rates;

1st yr.....	\$ 19.01

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2nd yr..... 19.78
3rd yr..... 20.39

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman..... \$ 23.29
Note: OVERTIME Journeyman..... 20.60
Apprentice..... 14.64
Note: OVERTIME Apprentice..... 5.60

4-138

Painter ALBANY COUNTY: Entire County MONTGOMERY COUNTY: Entire County SARATOGA COUNTY: Entire County SCHENECTADY COUNTY: Entire County WAGES: (per hour)	FULTON COUNTY: Entire County RENSSELAER COUNTY: Entire County SCHENECTADY COUNTY: Entire County

	7/01/2004	5/1/05	5/1/06
Brush, Roller, Spray....	\$ 21.54	21.94	22.34
Dry Wall Taper.....	21.54	"	"
Paper Hanger.....	21.54	"	"
Epoxy, Scaffold.....	21.54	"	"
Sandblasting.....	21.54	"	"
Lead Abatement.....	22.54	22.94	23.34
Structural Steel.....	22.54	22.94	23.34

Also includes tanks over 100,000 gallons or over 20 feet high or under 55 feet wall height will be performed at the Structural Steel rate, towers, smoke stacks, flag poles.

All Elevated Tanks and Shell Tanks over 55 feet wall height will be performed at the Bridge rate.

**Bridge Rate..... \$ 39.75

**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.

OVERTIME PAY:..... See (B,H) on OVERTIME PAGE.

HOLIDAY:

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

APPRENTICES: (900 hour) terms at the following percentage of Journeyman's base wage.

1st.	2nd.	3rd.	4th.	5th.	6th.
45%	50%	60%	70%	80%	90%

SUPPLEMENTAL BENEFITS: (per hour worked)

		5/1/05	5/1/06
Journeyman &			
Apprentices.....	\$ 5.10	5.60	6.10
Bridge Painter.....	9.45		

1-466-Z1

Painter - Highway Striping

ALBANY COUNTY: Entire County CLINTON COUNTY: Entire County COLUMBIA COUNTY: Entire County DUTCHESS COUNTY: Entire County	

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ESSEX COUNTY: Entire County
 FRANKLIN COUNTY: Entire County
 FULTON COUNTY: Entire County
 GREENE COUNTY: Entire County
 HAMILTON COUNTY: Entire County
 MONTGOMERY COUNTY: Entire County
 NASSAU COUNTY: Entire County
 NEW YORK CITY: Entire 5 Boroughs
 ORANGE COUNTY: Entire County
 PUTNAM COUNTY: Entire County
 RENSSELAER COUNTY: Entire County
 ROCKLAND COUNTY: Entire County
 SARATOGA COUNTY: Entire County
 SCHENECTADY COUNTY: Entire County
 SCHOHARIE COUNTY: Entire County
 SUFFOLK COUNTY: Entire County
 SULLIVAN COUNTY: Entire County
 ULSTER COUNTY: Entire County
 WARREN COUNTY: Entire County
 WASHINGTON COUNTY: Entire County
 WESTCHESTER COUNTY: Entire County
 WAGES: (per hour)

7/01/04

6/01/05

Painter (Striping-Highway):

Striping-Machine Operator.....	\$ 23.06	\$ 23.64
Linerman Thermoplastic.....	27.79	28.49

OVERTIME:.... See (B, E, P, S) on OVERTIME PAGE.

HOLIDAY:

Paid:..... See (5, 8, 11, 12, 15, 16, 17, 20) ON HOLIDAY PAGE.

Overtime:.... See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) ON HOLIDAY PAGE.

APPRENTICES: (1) year terms at the following wage:

1st term	\$ 13.89	\$ 14.24
2nd term	16.67	17.09
3th term	19.45	19.94
4th term	20.84	21.36

SUPPLEMENTAL BENEFITS: (per hour paid)

\$ 6.38 + \$ 7.14 +
7% of wage

9-8a/28a
(230)

Painter - Metal Polisher

ALBANY COUNTY:	Entire County	ONEIDA COUNTY:	Entire County
ALLEGANY COUNTY:	Entire County	ONONDAGA COUNTY:	Entire County
BROOME COUNTY:	Entire County	ONTARIO COUNTY:	Entire County
CATTARAUGUS COUNTY:	Entire County	ORANGE COUNTY:	Entire County
CAYUGA COUNTY:	Entire County	ORLEANS COUNTY:	Entire County
CHAUTAUQUA COUNTY:	Entire County	OSWEGO COUNTY:	Entire County
CHEMUNG COUNTY:	Entire County	OTSEGO COUNTY:	Entire County
CHENANGO COUNTY:	Entire County	PUTNAM COUNTY:	Entire County
CLINTON COUNTY:	Entire County	RENSSELAER COUNTY:	Entire County
COLUMBIA COUNTY:	Entire County	ROCKLAND COUNTY:	Entire County
CORTLAND COUNTY:	Entire County	SARATOGA COUNTY:	Entire County
DELAWARE COUNTY:	Entire County	SCHENECTADY COUNTY:	Entire County
DUTCHESS COUNTY:	Entire County	SCHOHARIE COUNTY:	Entire County
ERIE COUNTY:	Entire County	SCHUYLER COUNTY:	Entire County
ESSEX COUNTY:	Entire County	SENECA COUNTY:	Entire County
FRANKLIN COUNTY:	Entire County	STEBEN COUNTY:	Entire County
FULTON COUNTY:	Entire County	ST. LAWRENCE COUNTY:	Entire County

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GENESEE COUNTY:	Entire County	SUFFOLK COUNTY:	Entire County
GREENE COUNTY:	Entire County	SULLIVAN COUNTY:	Entire County
HAMILTON COUNTY:	Entire County	TIOGA COUNTY:	Entire County
HERKIMER COUNTY:	Entire County	TOMPKINS COUNTY:	Entire County
JEFFERSON COUNTY:	Entire County	ULSTER COUNTY:	Entire County
LEWIS COUNTY:	Entire County	WARREN COUNTY:	Entire County
LIVINGSTON COUNTY:	Entire County	WASHINGTON COUNTY:	Entire County
MADISON COUNTY:	Entire County	WAYNE COUNTY:	Entire County
MONROE COUNTY:	Entire County	WESTCHESTER COUNTY:	Entire County
MONTGOMERY COUNTY:	Entire County	WYOMING COUNTY:	Entire County
NASSAU COUNTY:	Entire County	YATES COUNTY:	Entire County
NEW YORK CITY:	Entire 5 Boroughs		
NIAGARA COUNTY:	Entire County		

WAGES: (per hour)

7/01/04

Metal Polisher.....\$ 21.98

All workers shall be paid a premium in an amount equal to twenty (20%) per cent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 28 feet off the ground, such premium to be paid on top of their straight time or overtime, whichever is applicable.

OVERTIME:.... See (B, E, Q) on OVERTIME PAGE.

HOLIDAY:

Paid:..... See (5,6,9,11,15,16,25) on HOLIDAY PAGE.

Overtime:... See (5,6,9,11,15,16,25) on HOLIDAY PAGE

APPRENTICES: 55% of Basic Polisher Rate (*)

SUPPLEMENTAL BENEFITS: (% of Total Wages)

Journeyman & Apprentice - 55% of Wages

9 - 8A/28A

-----Plumber/Steamfitter-----

HAMILTON COUNTY: Only the Townships of Arietta, Benson, Hope, Indian Lake, Lake Pleasant, Morehouse and Wells.

SARATOGA COUNTY: Only the Townships of Charlton, Clifton Park, Galway, Halfmoon, Milton, Stillwater and Waterford.

ALBANY COUNTY:	Entire County	COLUMBIA COUNTY:	Entire County
FULTON COUNTY:	Entire County	GREEN COUNTY:	Entire County
MONTGOMERY COUNTY:	Entire County	RENSSELAER COUNTY:	Entire County
SCHENECTADY COUNTY:	Entire County	SCHOHARIE COUNTY:	Entire County

WAGES: (per hour)

7/01/2004 5/01/05
Addit.
2.00Plumber, Pipefitter,..... \$ 27.67
SteamfitterOVERTIME PAY:..... See (B,E*,Q,) on OVERTIME PAGE.
*Double time after 8 hrs. on Saturday.

HOLIDAY:

Paid:..... See (1) on HOLIDAY PAGE.

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

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APPRENTICES: (1) year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.
40%	50%	60%	70%	85%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman &
Apprentices..... \$ 11.88

1-7

Roofer	Entire County	CLINTON COUNTY:	Entire County
ALBANY COUNTY:	Entire County	ESSEX COUNTY:	Entire County
COLUMBIA COUNTY:	Entire County	GREENE COUNTY:	Entire County
FULTON COUNTY:	Entire County	MONTGOMERY COUNTY:	Entire County
HAMILTON COUNTY:	Entire County	SARATOGA COUNTY:	Entire County
RENSSELAER COUNTY:	Entire County	WARREN COUNTY:	Entire County
SCHENECTADY COUNTY:	Entire County		
WASHINGTON COUNTY:	Entire County		

WAGES: (per hour) 7/01/2004 6/01/2005

Roofer/Waterproofer.....	\$ 20.15	Addit.
Pitch & Asbestos.....	21.15	1.10

OVERTIME PAY:..... See (B, E *Note, Q) on OVERTIME PAGE.
*Note-Saturday may be used as a make up day at straight time if employee misses 8 hrs or more during that week due to inclement weather.

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

APPRENTICES: (1/2) year terms at the following wage rates.

1st & 2nd Terms.....	\$ 9.07
3rd Term.....	10.08
4th Term.....	11.49
5th Term.....	12.90
6th Term.....	14.51
7th Term.....	16.12
8th Term.....	17.53

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman	\$ 8.52
Appr 1st & 2nd term.....	5.07
Appr 3rd term.....	7.25
Appr 4th term.....	7.44
Appr 5th term.....	7.79
Appr 6th term.....	8.02
Appr 7th term.....	8.25
Appr 8th term.....	8.45

1-241

Sheetmetal Worker	Entire County	CLINTON COUNTY:	Entire County
ALBANY COUNTY:	Entire County	ESSEX COUNTY:	Entire County
COLUMBIA COUNTY:	Entire County	FULTON COUNTY:	Entire County
FRANKLIN COUNTY:	Entire County	HAMILTON COUNTY:	Entire County
GREENE COUNTY:	Entire County		

2004

2.35

Appr 1st term.....	8.31
Appr 2nd term.....	8.48
Appr 3rd term.....	8.64
Appr 4th term.....	8.75
Appr 5th term.....	10.34
Appr 6th term.....	10.62
Appr 7th term.....	10.89
Appr 8th term.....	11.18
Appr 9th term.....	11.45
Appr 10th term.....	11.72

Sprinkler Fitter
ALBANY COUNTY:
BROOME COUNTY:
CAYUGA COUNTY:
CHEMUNG COUNTY:
CLINTON COUNTY:
CORTLAND COUNTY:
ERIE COUNTY:
FRANKLIN COUNTY:
GENESEE COUNTY:
HAMILTON COUNTY:
JEFFERSON COUNTY:
LIVINGSTON COUNTY:
MONROE COUNTY:
NIAGARA COUNTY:
ONONDAGA COUNTY:
ORLEANS COUNTY:

[illegible]

ALLEGANY COUNTY:	Entire County
CATTARAUGUS COUNTY:	Entire County
CHAUTAUQUE COUNTY:	Entire County
CHENANGO COUNTY:	Entire County
COLUMBIA COUNTY:	Entire County
DELAWARE COUNTY:	Entire County
ESSEX COUNTY:	Entire County
FULTON COUNTY:	Entire County
GREENE COUNTY:	Entire County
HERKIMER COUNTY:	Entire County
LEWIS COUNTY:	Entire County
MADISON COUNTY:	Entire County
MONTGOMERY COUNTY:	Entire County
ONEIDA COUNTY:	Entire County
ONTARIO COUNTY:	Entire County
OSHEGO COUNTY:	Entire County

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OTSEGO COUNTY:	Entire County	RENSSELAER COUNTY:	Entire County
SARATOGA COUNTY:	Entire County	SCHENECTADY COUNTY:	Entire County
SCHOHARIE COUNTY:	Entire County	SCHUYLER COUNTY:	Entire County
SENECA COUNTY:	Entire County	STEUBEN COUNTY:	Entire County
ST. LAWRENCE COUNTY:	Entire County	TIOGA COUNTY:	Entire County
TOMPKINS COUNTY:	Entire County	WARREN COUNTY:	Entire County
WASHINGTON COUNTY:	Entire County	WAYNE COUNTY:	Entire County
WYOMING COUNTY:	Entire County	YATES COUNTY:	Entire County

WAGES: (per hour)

7/1/2004

Sprinkler Fitter..... \$ 25.15

OVERTIME PAY:..... See (B,E,Q,) on OVERTIME PAGE.

HOLIDAY:

Paid:..... See (1) on HOLIDAY PAGE.

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

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

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.	9th.	10th.
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman.....	\$ 12.70
Apprs. 1st & 2nd terms...	5.61
Apprs. 3th & 4th terms	8.95
All other terms.....	12.70

1-669

Teamster - Building
 WARREN COUNTY: Only the Townships of Bolton, Warrensburg, Thurman,
 Stony Creek, Lake George, Lake Luzerne and Queensbury.
 ALBANY COUNTY: Entire County
 COLUMBIA COUNTY: Entire County
 FULTON COUNTY: Entire County
 GREENE COUNTY: Entire County
 MONTGOMERY COUNTY: Entire County
 RENSSELAER COUNTY: Entire County
 SARATOGA COUNTY: Entire County
 SCHENECTADY COUNTY: Entire County
 SCHOHARIE COUNTY: Entire County
 WASHINGTON COUNTY: Entire County

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

GROUP # B:
Low boy or Low boy trailer, Euclids or similar equipment.

WAGES: (per hour) 7/01/2004 10/01/04 10/01/05

Building:	\$ 19.72	20.72	21.72
Group # A.....	20.02	21.02	22.02
Group # B.....			

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

HOLIDAY:

Paid:..... See (1) on HOLIDAY PAGE.

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

SUPPLEMENTAL BENEFITS: (per hour worked)

Prevailing Rate Schedule

New York State Department of Labor

Case Number

0504495
MONTGOMERY

2004

\$ 7.72 8.32 8.89 1-294

Teamster - Heavy Highway
 WARREN COUNTY: Only the Townships of Bolton, Warrensburg, Thurman,
 Stony Creek, Lake George, Lake Luzerne and Queensbury.
 ALBANY COUNTY: Entire County COLUMBIA COUNTY: Entire County
 FULTON COUNTY: Entire County GREENE COUNTY: Entire County
 MONTGOMERY COUNTY: Entire County RENSSELAER COUNTY: Entire County
 SARATOGA COUNTY: Entire County SCHENECTADY COUNTY: Entire County
 SCHOHARIE COUNTY: Entire County WASHINGTON COUNTY: Entire County

GROUP #1:
 Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks,
 Flatboy Material Trucks (straight jobs), Single Axel Dump Trucks, Dumpsters,
 Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers
 and Parts Chasers.

GROUP #2:
 Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:
 Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and
 Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel
 Trucks.

GROUP #4:
 Specialized Earth Moving Equipment, Euclid type, or similar
 off-highway, where not self-loading, Straddle (Ross) Carrier, and
 self-contained concrete mobile truck.

GROUP #5:
 Off-highway Tandem Back-Dump, Twin Engine Equipment and
 Double-Hitched Equipment where not self-loading.

WAGES: (per hour)	7/01/2004	7/01/2005	7/01/2006	7/01/2007
Heavy/Hiway:				
Group #1.....	\$21.42	22.17	22.92	23.67
Group #2.....	21.47	22.22	22.97	23.72
Group #3.....	21.52	22.27	23.02	23.77
Group #4.....	21.67	22.42	23.17	23.92
Group #5.....	21.82	22.57	23.32	24.07

Hazardous waste projects that require a Level C or greater protection shall
 be paid an additional \$ 1.50 per hour.

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

For work bid on or after April 1, 1995, there shall be a 12 month carryover
 of the negotiated rate in effect at the time of the bid.

OVERTIME PAY:..... See (B,E,Q,) on OVERTIME PAGE.

HOLIDAY:

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

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

SUPPLEMENTAL BENEFITS: (per hour paid)

\$10.00 10.75 11.50 12.25

1-294h/h

New York State Prevailing Rate Schedule Department of Labor
-----Case Number-----
 0504495
 MONTGOMERY 2004

Welder
STATEWIDE: Applies to all counties.
WAGES (per hour)

7/01/2004

Welder..... (To be paid the rate of the mechanic performing the work)

DEPARTMENT OF LABOR - BUREAU OF PUBLIC WORK

Under Article 8 of the NYS Labor Law, when two final determinations have been rendered against a contractor, sub-contractor and/or its successor within any consecutive six-year period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements, or when one final determination involves falsification of payroll records or the kickback of wages and/or supplements, said contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work contract/sub-contract with the state, any municipal corporation or public body for a period of five years from the date of debarment. NOTE: Where the Fiscal Officer is denoted "NYC", the information has been provided by the New York City Comptroller's Office, the agency issuing the determination.

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
385 Services LLC	2657 State Highway 28	Portlandville	NY	13834
FEIN: 16-1466399	Barred Until 01/08/2009	Fiscal Officer Notes: DOL Multiple willful violations		
Company Name	Address	City	State	Zip Code
A & R Paterno Construction Inc	287 Rockaway Turnpike	Lawrence	NY	11559
FEIN:	Barred Until 10/30/2005	Fiscal Officer Notes: NYC Falsified payrolls		
Company Name	Address	City	State	Zip Code
A & T General Construction Inc	3 Alan Shephard Place	Yonkers	NY	10705
FEIN: 13-3927478	Barred Until 01/31/2006	Fiscal Officer Notes: DOL Falsified payrolls		
Company Name	Address	City	State	Zip Code
A A General Contractors Inc	1765 Mt Read Boulevard	Rochester	NY	14606
FEIN: 16-1319254	Barred Until 10/18/2009	Fiscal Officer Notes: DOL And W.J. Grindor Roofing as a substantially affiliated employer and Dominic Antonucci as an individual. Multiple willful violations		
Company Name	Address	City	State	Zip Code
A Casticone Concrete Inc	P O Box 203	Athol Springs	NY	14010
FEIN: 16-1582253	Barred Until 03/03/2008	Fiscal Officer Notes: DOL and Crazy Horse Tonawanda Inc		
Company Name	Address	City	State	Zip Code
A G Plumbing Inc	54 Knickerbocker Avenue	Brooklyn	NY	11237
FEIN: 13-3276217	Barred Until 07/22/2006	Fiscal Officer Notes: NYC Multiple willful violations		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
A R DiGima	1331 Belle Avenue	Utica	NY	13501
FEIN:	Barred Until	Fiscal Officer Notes:		
16-0996110		Successor to LBS of Frankfort Inc and/or Clean Air Asbestos Removal Inc		

Company Name	Address	City	State	Zip Code
Aegean General Contracting Inc	57-16 157th Street	Flushing	NY	11355
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3451267	03/11/2008	Settlement agreement with A.G.'s Office - falsified payrolls - Also Aegean Marble Co., Aegean Marble Contracting Co., and George Begakis individually		

Company Name	Address	City	State	Zip Code
Aegean Marble Co.				
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3451267	03/11/2008	See Aegean General Contracting Inc		

Company Name	Address	City	State	Zip Code
Aegean Marble Contracting Co.				
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3451267	03/11/2008	See Aegean General Contracting Inc		

Company Name	Address	City	State	Zip Code
Albany Pipe Insulators Inc	P O Box 332 - Foundry Rd	Voorheesville	NY	12186
FEIN:	Barred Until	Fiscal Officer Notes:		
14-1617890	02/18/2008	DOL		

Company Name	Address	City	State	Zip Code
American General Construction Corp	54 Knickerbocker Avenue	Brooklyn	NY	11237
FEIN:	Barred Until	Fiscal Officer Notes:		
13-3276217	07/22/2006	NYC	Multiple willful violations	

Company Name	Address	City	State	Zip Code
American Weathertite Inc	P O Box 208	Clifton	NJ	07110
FEIN:	Barred Until	Fiscal Officer Notes:		
65-0465918	03/28/2010	DOL		

Company Name	Address	City	State	Zip Code
ANS Welding Corp	111 Dale Street	West Babylon	NY	11704
FEIN:	Barred Until	Fiscal Officer Notes:		
11-1867262	06/09/2009	DOL	Debarment period extended after additional willful violations	

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
AP Painting & Improvement Inc	575 Hempstead Turnpike	West Hempstead	NY	11552
FEIN: 11-2683637	Barred Until 04/09/2007	Fiscal Officer Notes: DOL	Falsified payrolls	

Company Name	Address	City	State	Zip Code
APC Painting				
FEIN:	Barred Until 05/13/2007	Fiscal Officer Notes:	See Apollo Construction Services Corp	

Company Name	Address	City	State	Zip Code
Apollo Construction Services Corp	157 Tibbets Road	Yonkers	NY	10705
FEIN: 13-3983219	Barred Until 05/13/2007	Fiscal Officer Notes: DOL	dba Apolo Painting Corp. - multiple willful violations	

Company Name	Address	City	State	Zip Code
Apolo Painting Company				
FEIN: 13-3863295	Barred Until 05/13/2007	Fiscal Officer Notes:	aka APC Painting - see Apollo Construction Services Corp	

Company Name	Address	City	State	Zip Code
Apolo Painting Corp				
FEIN: 13-3863295	Barred Until 05/13/2007	Fiscal Officer Notes:	See Apollo Construction Services Corp	

Company Name	Address	City	State	Zip Code
Asbestos Systems Inc	1771 Foote Avenue	Jamestown	NY	14701
FEIN: 25-1742587	Barred Until 05/20/2007	Fiscal Officer Notes: DOL	Gregory McCoy T/A GM Enterprises dba Asbestos Systems Inc	

Company Name	Address	City	State	Zip Code
Azam Ali Chaudhry				
FEIN:	Barred Until 12/10/2007	Fiscal Officer Notes:	See Republic Reconstruction & Management Inc	

Company Name	Address	City	State	Zip Code
B & Z Development Inc	19 West Street	Spring Valley	NY	10977
FEIN: 13-3713559	Barred Until 02/22/2010	Fiscal Officer Notes: DOL	dba Ben-Zvy Enterprises Inc and Erez Ben-Zvy as an individual.	

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Bat-Jac Construction Inc	62 Neulist Avenue	Port Washington	NY	11050
FEIN: 11-3391498	Barred Until 07/17/2009	Fiscal Officer Notes: DOL aka Bat-Jac Contracting Inc. a/k/a Bat-Jac Inc. and Kenneth Merz, president and one of its five largest shareholders and Steve Menzer, vice president and one of its five largest shareholders, as individuals. Falsified payroll.		

Company Name	Address	City	State	Zip Code
Bat-Jac Contracting Inc				
FEIN: 11-3133524	Barred Until 07/17/2009	Fiscal Officer Notes: See Bat-Jac Construction Inc		

Company Name	Address	City	State	Zip Code
Bat-Jac Inc				
FEIN:	Barred Until	Fiscal Officer Notes:		
	07/17/2009	See Bat-Jac Construction aka Bat-Jac Contracting		

Company Name	Address	City	State	Zip Code
Ben-Zvy Enterprises Inc	19 West Street	Spring Valley	NY	10977
FEIN: 13-3713559	Barred Until 02/22/2010	Fiscal Officer Notes: See B & Z Development Inc.		

Company Name	Address	City	State	Zip Code
Betty Holl Inc				
FEIN: 16-1089599	Barred Until	Fiscal Officer Notes:		
		see B H Refrigeration as its successor		

Company Name	Address	City	State	Zip Code
Betty Jones' Services	P O Box 58	Utica	NY	13503
FEIN: 16-1247154	Barred Until 12/31/2006	Fiscal Officer Notes: DOL dba D&B J's Services and Betty Jones as President and Individually		

Company Name	Address	City	State	Zip Code
Betty Jones (as President and Individually				
FEIN:	Barred Until	Fiscal Officer Notes:		
	12/31/2006	See Betty Jones' Services		

Company Name	Address	City	State	Zip Code
BH Mechanical Services				
FEIN: 16-1089599	Barred Until	Fiscal Officer Notes:		
		Aka B H Refrigeration Inc		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Boguslaw Bozek				
FEIN:	Barred Until	Fiscal Officer Notes:		
	05/14/2008	As an individual - see Goldhand Construction LLC		
Company Name	Address	City	State	Zip Code
C B E Contracting Corp	310 McGuiness Blvd	Greenpoint	NY	11222
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2968809	10/21/2007	DOL	And Muhammad A Beig as an individual. Falsified payrolls	
Company Name	Address	City	State	Zip Code
Calvin S Robinson Electrical Inc	2117 Egret Drive	Clearwater	FL	33764
FEIN:	Barred Until	Fiscal Officer Notes:		
14-1657781	04/12/2007	DOL	Falsified payrolls	
Company Name	Address	City	State	Zip Code
Carl Babb				
FEIN:	Barred Until	Fiscal Officer Notes:		
	07/21/2008	As an individual - See Olympic Window Installers Inc		
Company Name	Address	City	State	Zip Code
Causeway Construction Corp	110-30 15th Avenue	College Point	NY	11356
FEIN:	Barred Until	Fiscal Officer Notes:		
13-3065561	09/27/2007	NYC	Multiple willful violations	
Company Name	Address	City	State	Zip Code
Cavalier Constr Corp c/o Clayman & Rosenbe	305 Madison Avenue	New York	NY	10165
FEIN:	Barred Until	Fiscal Officer Notes:		
	02/19/2008	NYC	Falsified records - plea agreement. Also Kingston Trucking & Rigging Corp., Manbru Construction Corp., Port Ewen Trucking Corp. and Super Structure Builders, Inc. as substantially owned-affiliated entities and/or successors of Cavalier.	
Company Name	Address	City	State	Zip Code
Centurian Management of New York Inc	P O Box 961	Port Jefferson Sta	NY	11776
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3230587	05/03/2006	DOL	Aka Centurian Protection of New York State-falsified records - debarment period extended	
Company Name	Address	City	State	Zip Code
Centurian Protection of New York				
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3230587		See Centurian Management of New York State Inc - debarred until 05/03/2006		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Charles J Pardee	261 Ball Road	Hastings	NY	13076
FEIN:	Barred Until	Fiscal Officer Notes:		
	03/16/2009	DOL As an individual. See Dalton Steel Inc.		

Company Name	Address	City	State	Zip Code
Charles Saliba				
FEIN:	Barred Until	Fiscal Officer Notes:		
	07/26/2005	See Monarch Construction Corporation (owner)		

Company Name	Address	City	State	Zip Code
Classic Electric Inc	29-01 21st Avenue	Astoria	NY	11105
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2811549	11/27/2005	NYC Multiple violations		

Company Name	Address	City	State	Zip Code
Columbus General Construction Inc	914 Newkirk Avenue	Brooklyn	NY	11230
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3357344	12/16/2009	AG And Mohammed A Rashid as an individual. Falsified business records. Plea agreement.		

Company Name	Address	City	State	Zip Code
Commercial Building Maintenance Corp	40 Oak Drive	Syosset	NY	11791
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2945732	01/23/2008	Plea agreement with D.A.'s Office - willful violation and falsification of payroll records		

Company Name	Address	City	State	Zip Code
Commercial Painting Co	4872 West Seneca Turnpike	Syracuse	NY	13215
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1513909	05/01/2008	DOL James Stanton dba Commercial Painting Co - falsified payroll records		

Company Name	Address	City	State	Zip Code
Commercial Steel Inc	65 Corporate Park Drive	Central Square	NY	13036
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1557064	03/16/2009	DOL As a successor and/or substantially-owned affiliated entity with Dalton Steel Inc dba Pardee Construction - multiple willful violations		

Company Name	Address	City	State	Zip Code
Commtech Communications Inc	649 Warwick Road	North Tonawanda	NY	14120
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1335983	11/22/2007	DOL See also Commtech Electrical Construction Corp and Michael R Palmer - multiple violations		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Commtech Electrical Construction	649 Warwick Road	North Tonawanda	NY	14120
FEIN: 16-1407836	Barred Until 11/22/2007	Fiscal Officer Notes: DOL See also Commtech Communications and Michael R Palmer- multiple violations		

Company Name	Address	City	State	Zip Code
Converse Construction Corp	1597 Route 112	Port Jefferson Sta	NY	11776
FEIN: 11-3262576	Barred Until 03/21/2007	Fiscal Officer Notes: DOL Falsified payrolls		

Company Name	Address	City	State	Zip Code
Crazy Horse Tonawanda Inc	P O Box 203	Athol Springs	NY	14010
FEIN: 16-1528124	Barred Until 03/03/2008	Fiscal Officer Notes: DOL and A Castricone Concrete Inc		

Company Name	Address	City	State	Zip Code
D & D Mason Contractors Inc	P O Box 140625	Jamaica	NY	11414
FEIN: 11-3219453	Barred Until 04/07/2010	Fiscal Officer Notes: NYC And Thomas DeMartino as an individual. Falsified payrolls - plea agreement. Debarment period extended after additional willful violation		

Company Name	Address	City	State	Zip Code
D&B J's Services				
FEIN: 16-1247154	Barred Until 12/31/2006	Fiscal Officer Notes: See Betty Jones' Services Inc		

Company Name	Address	City	State	Zip Code
Dalton Steel Inc	197 U S Route 11	Central Square	NY	13036
FEIN: 16-1557064	Barred Until 03/12/2009	Fiscal Officer Notes: DOL dba Pardee Construction and Shirley Pardee as an individual - multiple willful violations. Also Charles J Pardee as an individual.		

Company Name	Address	City	State	Zip Code
Darby General Contracting Inc	565 Oak Street	Copliague	NY	11726
FEIN: 11-3420817	Barred Until 08/04/2008	Fiscal Officer Notes: DOL dba Darby Glass Co - multiple willful violations		

Company Name	Address	City	State	Zip Code
Darby Glass Co				
FEIN: 11-3081390	Barred Until	Fiscal Officer Notes: See Darby General Contracting Inc		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Debeon Construction Corporation	77 Weyman Avenue	New Rochelle	NY	10805
FEIN:	Barred Until	Fiscal Officer Notes:		
13-3157140	06/11/2006	DOL	Multiple willfuls - Debeon Construction Corporation and Deborah Rago individually - falsified payrolls - debarment period extended	

Company Name	Address	City	State	Zip Code
Deborah Rago, individually				
FEIN:	Barred Until	Fiscal Officer Notes:		
	06/11/2006	See Debeon Construction Corp		

Company Name	Address	City	State	Zip Code
Dellapenna Associates Inc	86 Olive Street	Johnson City	NY	13790
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1465989	02/18/2008	DOL	Substantially owned-affiliated entity and/or successor of Dellapenna Brothers Inc - debarment period extended after additional violations	

Company Name	Address	City	State	Zip Code
Dellapenna Brothers Inc	86 Olive Street	Johnson City	NY	13790
FEIN:	Barred Until	Fiscal Officer Notes:		
16-0964223	08/04/2008	DOL	multiple willfuls - debarment period extended after additional violations	

Company Name	Address	City	State	Zip Code
Dennis Lounsbury Builders Inc	P O Box 220	Bulville	NY	10915
FEIN:	Barred Until	Fiscal Officer Notes:		
14-1538702	05/27/2009	DOL	aka Lounsbury Erectors Inc.	

Company Name	Address	City	State	Zip Code
DePoelo and Son Building Contractors Inc	296 Morris Road	Schenectady	NY	12303
FEIN:	Barred Until	Fiscal Officer Notes:		
14-1507523	07/12/2009	DOL	Multiple willful violations	

Company Name	Address	City	State	Zip Code
Diracon Commercial Contractors	310 Maple Avenue	New Hampton	NY	10958
FEIN:	Barred Until	Fiscal Officer Notes:		
08-1681415	05/18/2009	DOL	and Rebecca Gatto-Wood as an individual. Falsified payarolla.	

Company Name	Address	City	State	Zip Code
Dominic Antonucci	1939 Town Line Road	Hilton	NY	14468
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/18/2009	DOL	As an individual. See A A General Contractors Inc and W J Grinder Roofing Company.	

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Drywall Systems Unlimited Inc	182 West Main Street	Middletown	NY	10940
FEIN: 06-1405921	Barred Until 10/02/2007	Fiscal Officer Notes: DOL		

Company Name	Address	City	State	Zip Code
Drywall Wizard				
FEIN: 05-1684878	Barred Until 10/16/2006	Fiscal Officer Notes: See Stephen Potter		

Company Name	Address	City	State	Zip Code
E Green Restoration & Roofing Inc	117 Hawley Street	Binghamton	NY	13901
FEIN: 16-1561693	Barred Until 06/21/2009	Fiscal Officer Notes: DOL		

Company Name	Address	City	State	Zip Code
Eliyhu Benyamin	303 Ten Eyck Street	Brooklyn	NY	11206
FEIN:	Barred Until 03/05/2010	Fiscal Officer Notes: As an individual. See W & B Mechanical Corp.		

Company Name	Address	City	State	Zip Code
Elizabeth A. Carr	P O Box 82	Valatie	NY	12184
FEIN:	Barred Until 10/14/2008	Fiscal Officer Notes: dba Everlasting Slate - as an individual		

Company Name	Address	City	State	Zip Code
Emes Heating & Plumbing & Heating Contr	5 Emes Lane	Monsey	NY	10952
FEIN: 13-2590780	Barred Until	Fiscal Officer Notes: DOL and Julius and Gita Behrend, as individuals. Parties entered into a voluntary agreement to be permanently debarred		

Company Name	Address	City	State	Zip Code
Empire State Renovation Corp	15 Division Place	Brooklyn	NY	11222
FEIN: 11-3170331	Barred Until 05/22/2007	Fiscal Officer Notes: NYC Falsified payrolls - plea agreement		

Company Name	Address	City	State	Zip Code
Enjem's Incorporated	111 South Main Street	Herkimer	NY	13350
FEIN: 16-1038008	Barred Until 03/04/2009	Fiscal Officer Notes: DOL and Francis Enjem as an individual. Falsification of records.		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Enviroclean Services LLC	4245 Union Rd- Suite 210	Buffalo	NY	14225
FEIN: 26-0045677	Barred Until 09/07/2009	Fiscal Officer Notes: DOL		

Company Name	Address	City	State	Zip Code
Erez Ben-Zvy	19 West Street	Spring Valley	NY	10977
FEIN:	Barred Until 02/22/2010	Fiscal Officer Notes: As an individual. See B & Z Development Inc		

Company Name	Address	City	State	Zip Code
Euro Craft Restoration, Inc.	41-12 Ditmars Blvd	Long Island City	NY	11105
FEIN: 13-3769924	Barred Until 10/14/2008	Fiscal Officer Notes: DOL and Savvas A. Savva (as an individual) Falsification of records and kickback of wages. Plea agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
Everlasting State	P O Box 82	Valatie	NY	12184
FEIN: 22-3397381	Barred Until 10/14/2008	Fiscal Officer Notes: DOL And Elizabeth A. Carr and Sean Campion as individuals. Falsification of records		

Company Name	Address	City	State	Zip Code
Flower City Asbestos Inc	850 St Paul Street	Rochester	NY	14605
FEIN: 16-1292474	Barred Until 08/18/2009	Fiscal Officer Notes: DOL Multiple willful violations		

Company Name	Address	City	State	Zip Code
Flower City Insulation Sales & Contractors	137 Yorkton Street	Webster	NY	14580
FEIN: 16-1157832	Barred Until 08/03/2009	Fiscal Officer Notes: DOL Multiple willful violations		

Company Name	Address	City	State	Zip Code
Foundation Construction Consultants Inc	294 20th Street	Brooklyn	NY	11215
FEIN: 11-2761496	Barred Until 05/20/2008	Fiscal Officer Notes: NYC Multiple willfuls and falsification of payroll records		

Company Name	Address	City	State	Zip Code
Francis Enjem	111 South Main Street	Herkimer	NY	13350
FEIN:	Barred Until 03/04/2009	Fiscal Officer Notes: As an individual. See Enjem's Incorporated.		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Franco Paints Inc	159 92nd Street	Brooklyn	NY	11209
FEIN:	Barred Until	Fiscal Officer Notes:		
	08/07/2008	NYC and Mida Painting Ltd, Nicholas Kallergis and Stamatia Kallergis, as individuals. Assurance of Discontinuance/Settlement Agreement		

Company Name	Address	City	State	Zip Code
Frank J. Labriola				
FEIN:	Barred Until	Fiscal Officer Notes:		
		See State of the Art Construction Co Inc		

Company Name	Address	City	State	Zip Code
Gem Building & Equipment Inc	2332 Route 9W	Saugerties	NY	12477
FEIN:	Barred Until	Fiscal Officer Notes:		
14-1793970	06/28/2007	DOL		

Company Name	Address	City	State	Zip Code
George Begakis				
FEIN:	Barred Until	Fiscal Officer Notes:		
	03/11/2008	As an individual - see Aegean General Contracting Inc		

Company Name	Address	City	State	Zip Code
George Bush	19 Hoffman Drive	Latham	NY	12118
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/14/2009	DOL Falsification of payroll records		

Company Name	Address	City	State	Zip Code
George Forakis	P O Box 8808	Baltimore	MD	21224
FEIN:	Barred Until	Fiscal Officer Notes:		
	03/07/2007	DOL Falsified payrolls - Paint City Contractors Inc and George Forakis individually		

Company Name	Address	City	State	Zip Code
George J Leva Sr.				
FEIN:	Barred Until	Fiscal Officer Notes:		
	02/06/2008	As an individual dba Ontario Flooring Company. Debarment period extended after additional violation		

Company Name	Address	City	State	Zip Code
George Lucey, Manuel Tobio(see note)	150 Kings Street	Brooklyn	NY	11231
FEIN:	Barred Until	Fiscal Officer Notes:		
		NYC Manuel P Tobio and Lake Constr and Development Corp (individually and as a whole) grand larceny, falsified records, debarred permanently		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
GM Enterprises				
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1509833	05/20/2007	See Asbestos Systems Inc		

Company Name	Address	City	State	Zip Code
Goldhand Construction LLC	116 East Saddle River Rd	Saddle River	NJ	07458
FEIN:	Barred Until	Fiscal Officer Notes:		
22-3765123	05/14/2008	DOL Falsified of payroll records		

Company Name	Address	City	State	Zip Code
Gregory McCoy				
FEIN:	Barred Until	Fiscal Officer Notes:		
	05/20/2007	As an individual. See GM Enterprises dba Asbestos Systems Inc		

Company Name	Address	City	State	Zip Code
Gregory Kloepper	248 Lein Road	West Seneca	NY	14224
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/06/2009	DOL As an individual. See Kloepper's Floor Covering		

Company Name	Address	City	State	Zip Code
Hamax Construction Corporation	540 Commerce St - Ste 6	Thornwood	NY	10594
FEIN:	Barred Until	Fiscal Officer Notes:		
06-1482076	09/11/2008	DOL Also Thomas Hanlon and William Valentine as individuals. Multiple willfuls and falsification of records. Debarment period extended after other willful violations		

Company Name	Address	City	State	Zip Code
Harrison Jarvis	132 W 129th St-Ste 4W	New York	NY	10027
FEIN:	Barred Until	Fiscal Officer Notes:		
	08/12/2009	AG As an individual and Two By Four Carpentry and Construction Inc. Plea agreement with A.G.'s Office.		

Company Name	Address	City	State	Zip Code
HDA Construction	942 Havemeyer Avenue	Bronx	NY	10473
FEIN:	Barred Until	Fiscal Officer Notes:		
06-1613022	12/10/2007	DOL Falsified records		

Company Name	Address	City	State	Zip Code
Hector Colon	3643 Bruckner Blvd	Bronx	NY	10464
FEIN:	Barred Until	Fiscal Officer Notes:		
	04/17/2007	DOL Conducting business as M & H Climate and Energy Management Ltd. Falsified payrolls		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Hi Tech Insulation	P O Box 12861	Rochester	NY	14612
FEIN: 16-1487213	Barred Until 12/09/2007	Fiscal Officer Notes: DOL Kevin C. Marlowe dba Hi Tech Insulation - multiple violations		
Company Name	Address	City	State	Zip Code
Hi-Amp Electrical Construction Corp	265-12 Hillside Avenue	Floral Park	NY	11004
FEIN: 13-3520080	Barred Until 04/30/2007	Fiscal Officer Notes: DOL and Ivan Torres individually. Falsified payrolls		
Company Name	Address	City	State	Zip Code
Howard K Enterprise Inc	219-02 Northern Boulevard	Flushing	NY	11361
FEIN: 22-3791841	Barred Until 04/14/2010	Fiscal Officer Notes: AG and Howard Kim a/k/a un Hak Kim as an individual - Plea agreement. Additional addresses: 703 Atlantic Avenue, Rochester, NY 14609 and 121 Herningway Drive, Rochester, NY 14620		
Company Name	Address	City	State	Zip Code
Howard Kim	75 West Edsall Boulevard	Palisades Park	NJ	
FEIN:	Barred Until 04/14/2010	Fiscal Officer Notes: AG a/k/a un Hak Kim, as an individual. See Howard K Enterprise Inc		
Company Name	Address	City	State	Zip Code
I C Construction Company Inc	120 South Broadway	Red Hook	NY	12571
FEIN: 14-1789216	Barred Until 08/21/2007	Fiscal Officer Notes: DOL Multiple willfuls - Debarment period extended after additional violations		
Company Name	Address	City	State	Zip Code
IES Environmental Inc	1655 Elmwood Avenue	Cranston	RI	02910
FEIN:	Barred Until 10/05/2009	Fiscal Officer Notes: DOL And International Environmental Services Inc and James J Ney Jr as an individual. Falsification of payroll records		
Company Name	Address	City	State	Zip Code
Intercounty Roofing Systems Inc	20 Jerusalem Avenue	Hicksville	NY	11801
FEIN: 11-3550866	Barred Until 05/09/2006	Fiscal Officer Notes: DOL Falsified payrolls		
Company Name	Address	City	State	Zip Code
Interior Decorating Floor Covering Co Inc	2229 Clifford Avenue	Rochester	NY	14609
FEIN: 16-1337838	Barred Until 07/29/2007	Fiscal Officer Notes: DOL Falsification of records		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
International Environmental Resources				
FEIN: 05-0448266	Barred Until 08/09/2007	Fiscal Officer Notes: See International Environmental Services Inc		

Company Name	Address	City	State	Zip Code
International Environmental Services Inc	2 Stafford Court	Cranston	RJ	02920
FEIN: 05-0448266	Barred Until 10/05/2009	Fiscal Officer Notes: DOL dba International Environmental Resources - Falsified payrolls - Debarment period extended after additional violation. Also IES Environmental Inc and James J Ney Jr as an individual		

Company Name	Address	City	State	Zip Code
Ismael Cisneros				
FEIN:	Barred Until 04/14/2008	Fiscal Officer Notes: As an individual - See Izi Plumbing & Heating Ltd		

Company Name	Address	City	State	Zip Code
Ivan Torres	265-12 Hillside Avenue	Floral Park	NY	11004
FEIN:	Barred Until 04/30/2007	Fiscal Officer Notes: DOL Individually and Hi-Amp Electrical Construction Corp. Falsified payrolls		

Company Name	Address	City	State	Zip Code
Izi Plumbing & Heating Ltd	291 Metropolitan Avenue	Brooklyn	NY	11211
FEIN: 11-3157717	Barred Until 04/14/2008	Fiscal Officer Notes: DOL and Ismael Cisneros, Individually - falsified payrolls		

Company Name	Address	City	State	Zip Code
J Barr Construction Corp	119-51 Metropolitan Ave	Jamaica	NY	11415
FEIN: 11-3344003	Barred Until 12/14/2009	Fiscal Officer Notes: DOL and Steve J Nictas as an individual. Multiple willful violations		

Company Name	Address	City	State	Zip Code
J Mangone Contracting Inc	53 13th Avenue	Mineola	NY	11501
FEIN: 11-2802563	Barred Until 11/07/2006	Fiscal Officer Notes: DOL Falsified payrolls and kickbacks of wages and supplements		

Company Name	Address	City	State	Zip Code
J T Painting Corp	P O Box 337	Burlingham	NY	12722
FEIN: 06-1260246	Barred Until 02/26/2009	Fiscal Officer Notes: DOL Falsification of records		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
James Avallone				
FEIN:	Barred Until	Fiscal Officer Notes:		
	08/07/2008	As an individual - see James Avallone Tile & Marble - debarment period extended		

Company Name	Address	City	State	Zip Code
James Avallone Tile & Marble	217 Christie Street	Ridgefield Park	NJ	07660
FEIN:	Barred Until	Fiscal Officer Notes:		
07-5336752	08/07/2008	DOL Multiple willful violations - debarment period extended		

Company Name	Address	City	State	Zip Code
James J Ney Jr	1655 Elmwood Avenue	Cranston	RI	02910
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/05/2009	DOL As an individual. See International Environmental Services Inc and IES Environmental Inc		

Company Name	Address	City	State	Zip Code
JBC Industries of Parish Inc	P O Box 728 - CR 44	Mexico	NY	13114
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1470149	07/24/2007	DOL Multiple willful violations		

Company Name	Address	City	State	Zip Code
John Bradford	6614 Furnace Road	Ontario	NY	14519
FEIN:	Barred Until	Fiscal Officer Notes:		
	12/22/2009	As an individual. See Rusmar Environmental Services Corp.		

Company Name	Address	City	State	Zip Code
John Varellakis	2063 Maple Street	Wantagh	NY	11793
FEIN:	Barred Until	Fiscal Officer Notes:		
	02/20/2007	As an individual - See Sprucewood Painting Corp		

Company Name	Address	City	State	Zip Code
JRC Aris Electric Contractors				
FEIN:	Barred Until	Fiscal Officer Notes:		
	09/13/2009	See JRC Electric Control Service Inc		

Company Name	Address	City	State	Zip Code
JRC Electric Control Service Inc	516 East 51st Street	Brooklyn	NY	11236
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3199418	09/13/2009	NYC a/k/a JRC Aris Electric Contractors - multiple willful violations		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Julius and Gita Behrend	5 Ernes Lane	Monsey	NY	10952
FEIN:	Barred Until	Fiscal Officer Notes:		
		See Ernes Heating & Plumbing Contractor, Inc		

Company Name	Address	City	State	Zip Code
K M R Enterprises Inc	10 Stuffle Street	Croseyville	NY	12052
FEIN:	Barred Until	Fiscal Officer Notes:		
14-1749993	05/03/2010	DOL	Multiple willful violations.	

Company Name	Address	City	State	Zip Code
Keith Grimes Inc	Fairlawn Dr - P O Box 964	Montauk	NY	11954
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2938037	03/21/2006	DOL	Falsified records	

Company Name	Address	City	State	Zip Code
Kenneth Merz	62 Neulist Avenue	Port Washington	NY	11050
FEIN:	Barred Until	Fiscal Officer Notes:		
	07/17/2009	As an individual. See Bat-Jac Construction		

Company Name	Address	City	State	Zip Code
Kevin C Marlowe				
FEIN:	Barred Until	Fiscal Officer Notes:		
		See Hi Tech Insulation		

Company Name	Address	City	State	Zip Code
Keystone Construction Corp	9945 Fort Hamilton Pkwy	Brooklyn	NY	11209
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1402500	08/20/2008	DOL	And Nicholas Margaritis as an individual	

Company Name	Address	City	State	Zip Code
King Machine	11365 Center Road	Sheridan	NY	14135
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1293494	04/04/2010	DOL	See Robert Metzgar	

Company Name	Address	City	State	Zip Code
Kingston Trucking & Rigging Corp	99 St Nicholas Avenue	Brooklyn	NY	11237
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3540715	02/19/2008	DOL	As a substantially owned-affiliated entity and/or successor of Cavalier Construction Corp. Falsification of records	

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Kloepfer's Floor Covering	248 Lein Road	West Seneca	NY	14224
FEIN: 16-1234359	Barred Until 10/06/2009	Fiscal Officer Notes: DOL And Gregory Kloepfer as an individual. Multiple willful violations		
Company Name	Address	City	State	Zip Code
Kornas Construction Corporation	162 85th Street	Brooklyn	NY	11209
FEIN: 11-2691706	Barred Until 01/09/2006	Fiscal Officer Notes: NYC Falsified payrolls		
Company Name	Address	City	State	Zip Code
L & T Plumbing Corp	367 Veterans Memorial Hwy	Commack	NY	11725
FEIN: 11-3223496	Barred Until 01/11/2010	Fiscal Officer Notes: DOL And Robert DeMonte as an individual.		
Company Name	Address	City	State	Zip Code
Labar Enterprises of Rochester Inc	2121 Empire Boulevard	Webster	NY	14580
FEIN: 16-1605462	Barred Until 04/18/2010	Fiscal Officer Notes: DOL dba Labar Excavating Inc. Multiple willful violations		
Company Name	Address	City	State	Zip Code
Labar Excavating Inc				
FEIN:	Barred Until 04/18/2010	Fiscal Officer Notes: See Labar Enterprises of Rochester Inc.		
Company Name	Address	City	State	Zip Code
Lake Construction and Development Corp				
FEIN: 11-2678816	Barred Until	Fiscal Officer Notes: See George Lucey		
Company Name	Address	City	State	Zip Code
Linda Williams c/o MJAB Construction Inc	183 Washington Avenue	New Rochelle	NY	10801
FEIN:	Barred Until 04/22/2009	Fiscal Officer Notes: DOL As an individual. See MJAB Construction Inc		
Company Name	Address	City	State	Zip Code
Lorenzo DeVardo	1850 Steinway Street	Long Island City	NY	11105
FEIN:	Barred Until 01/08/2009	Fiscal Officer Notes: DOL As an individual. See Vardo Construction Corp		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Lounsbury Erectors Inc				
FEIN:	Barred Until	Fiscal Officer Notes:		
	05/27/2009	See Dennis Lounsbury Builders Inc		

Company Name	Address	City	State	Zip Code
LTS Construction	24 Miller Street	Rochester	NY	
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1463105	06/30/2009	See Thomas L. Smalls		

Company Name	Address	City	State	Zip Code
M & H Climate and Energy Management Ltd				
FEIN:	Barred Until	Fiscal Officer Notes:		
58-2152185	04/17/2007	See Hector Colon		

Company Name	Address	City	State	Zip Code
M & S Pipeline Excavation Company Inc	784 Conklin Road	Binghamton	NY	13903
FEIN:	Barred Until	Fiscal Officer Notes:		
16-0926714	05/06/2009	DOL Multiple willful violations		

Company Name	Address	City	State	Zip Code
Mac Stringer Painting	250 Lake Avenue	Rochester	NY	14608
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1008740	12/18/2006	DOL Falsification of records		

Company Name	Address	City	State	Zip Code
Manbru Construction Corp	1439 Wood Road	Bronx	NY	10462
FEIN:	Barred Until	Fiscal Officer Notes:		
	02/19/2008	DOL Also at 201-203 E 22nd Street, New York 10010. As a substantially owned-affiliated entity and/or successor of Cavalier Construction Corp. Falsification of records.		

Company Name	Address	City	State	Zip Code
Manuel P. Tobio				
FEIN:	Barred Until	Fiscal Officer Notes:		
		See George Lucey		

Company Name	Address	City	State	Zip Code
Manuel Tobio				
FEIN:	Barred Until	Fiscal Officer Notes:		
		See George Lucey		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Mary Newsom	1537 Union Street	Schenectady	NY	12309
FEIN:	Barred Until	Fiscal Officer Notes:		
	05/24/2009	DOL As an individual. See Pachyderm Enterprises, Inc		
Company Name	Address	City	State	Zip Code
Mas-Ann Mechanical Inc	35 Regency Oaks Blvd	Rochester	NY	14624
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1357694	01/04/2010	DOL Debarment period extended after additional willful violations		
Company Name	Address	City	State	Zip Code
Masciarelli Construction Co	784 Conklin Road	Binghamton	NY	13903
FEIN:	Barred Until	Fiscal Officer Notes:		
16-0902053	05/06/2009	DOL Multiple willful violations		
Company Name	Address	City	State	Zip Code
Merchants I & S Corp Inc	7732 Victor Mendon Road	Victor	NY	14564
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1405450	11/22/2007	DOL Debarment extended after additional violation		
Company Name	Address	City	State	Zip Code
Merit Fence Co Inc	130 Old Route 6	Carmel	NY	10512
FEIN:	Barred Until	Fiscal Officer Notes:		
06-1350241	08/06/2008	DOL Multiple willful violations		
Company Name	Address	City	State	Zip Code
MGC Restoration Services Inc	64-58 218th Street	Bayside	NY	11364
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3031515	01/01/2010	AG And Michael Capous individually. Plea agreement		
Company Name	Address	City	State	Zip Code
Michael Capous	64-58 218th Street	Bayside	NY	11364
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/01/2010	AG As an individual. Se MGC Restoration Services Inc.		
Company Name	Address	City	State	Zip Code
Michael Falgiano Jr.				
FEIN:	Barred Until	Fiscal Officer Notes:		
		Principal officer-partner and/or shareholder - See M Falgiano Construction Co Inc		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Michael Falgiano Sr				
FEIN:	Barred Until	Fiscal Officer Notes:		
		Principal officer-partner and/or shareholder - see M Falgiano Construction Co Inc		
Company Name	Address	City	State	Zip Code
Michael R Palmer				
FEIN:	Barred Until	Fiscal Officer Notes:		
	11/22/2007	As an individual - See Commtech Communications Inc and Commtech Electrical Construction Corp		
Company Name	Address	City	State	Zip Code
Mida Painting Ltd	159 92nd Street	Brooklyn	NY	11209
FEIN:	Barred Until	Fiscal Officer Notes:		
	08/07/2008	NYC	and Franco Paints, Inc. and Nicholas Kallergis and Stamatia Kallergis, as individuals. Assurance of Discontinuance/Settlement Agreement	
Company Name	Address	City	State	Zip Code
MJAB Construction Inc	183 Washington Avenue	New Rochelle	NY	10801
FEIN:	Barred Until	Fiscal Officer Notes:		
58-2620937	04/22/2009	DOL	and Linda Williams as an individual. Falsification of payroll records	
Company Name	Address	City	State	Zip Code
Mohammed A Rashid	914 Newkirk Avenue	Brooklyn	NY	11230
FEIN:	Barred Until	Fiscal Officer Notes:		
	12/16/2009	As an individual. See Columbus General Construction Inc		
Company Name	Address	City	State	Zip Code
Monarch Construction Corporation	1057 Jackson Avenue	Long Island City	NY	11101
FEIN:	Barred Until	Fiscal Officer Notes:		
13-2808501	07/26/2005	NYC	And Charles Saliba - falsified payrolls	
Company Name	Address	City	State	Zip Code
Muhammad A Beig	142 East Market Street	Long Beach	NY	11561
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/21/2007	DOL	As an individual - See C B E Contracting Corporation. falsified payrolls	
Company Name	Address	City	State	Zip Code
Musa Pacuku				
FEIN:	Barred Until	Fiscal Officer Notes:		
	04/14/2008	As an individual - See Victory Roofing & Contracting Co Inc		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Navarro Special Cleaning Services Inc	85-12 Sixty-Seventh Ave	Queens	NY	11374
FEIN: 11-2946101	Barred Until: 04/16/2006	Fiscal Officer Notes: NYC Falsified payrolls		
Company Name	Address	City	State	Zip Code
Neptune Construction Co				
FEIN: 11-2779916	Barred Until:	Fiscal Officer Notes: See Wayne Vitale Inc		
Company Name	Address	City	State	Zip Code
Nicholas Kallergis	159 92nd Street	Brooklyn	NY	11209
FEIN:	Barred Until: 08/07/2008	Fiscal Officer Notes: As an individual. See Franco Paints, Inc. and Mida Painting Ltd		
Company Name	Address	City	State	Zip Code
Nicholas Margaritis				
FEIN:	Barred Until: 08/20/2008	Fiscal Officer Notes: See Keystone Construction Corp.		
Company Name	Address	City	State	Zip Code
Nikolaos D. Varclakis	94 Cleveland Avenue	Massapequa	NY	11758
FEIN:	Barred Until: 02/20/2007	Fiscal Officer Notes: As an individual - See Sprucewood Painting Corp		
Company Name	Address	City	State	Zip Code
Nu-Look Painting & Wallpapering Inc	151-60 7th Avenue	Whitestone	NY	11357
FEIN: 11-3389457	Barred Until: 08/04/2009	Fiscal Officer Notes: AG and TF Painting Corp. and Tarcisio Ferreira, individually. Plea agreement with the A.G.'s Office.		
Company Name	Address	City	State	Zip Code
Olib Construction Company Inc	120 South Broadway	Red Hook	NY	12571
FEIN: 22-3200661	Barred Until: 11/14/2006	Fiscal Officer Notes: DOL		
Company Name	Address	City	State	Zip Code
Olympic Associates Inc	2843 U.S. Route 11	Lafayette	NY	13084
FEIN: 16-1444097	Barred Until: 01/08/2007	Fiscal Officer Notes: DOL Multiple willful violations		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Olympic Window Installers Inc	174 Lincoln Avenue	Hawthorne	NJ	07506
FEIN:	Barred Until	Fiscal Officer Notes:		
22-3034903	07/21/2008	DOL and Carl and Russell Babb as individuals		

Company Name	Address	City	State	Zip Code
Ontario Flooring Company	296 Rogers Parkway	Rochester	NY	14617
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1554554	02/06/2008	DOL See George J Leva Sr. Debarment period extended after additional violation		

Company Name	Address	City	State	Zip Code
Oswego Trucking & Leasing	258 Washington Blvd	Oswego	NY	12801
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1371814	07/21/2008	DOL Falsified records		

Company Name	Address	City	State	Zip Code
P & H Supply Company Inc	241-A Harrison Avenue	Harrison	NY	10528
FEIN:	Barred Until	Fiscal Officer Notes:		
13-3868727	05/25/2009	DOL Multiple willful violations - debarment period extended after additional willful violations		

Company Name	Address	City	State	Zip Code
Pachyderm Enterprises Inc	1537 Union Street	Schenectady	NY	12309
FEIN:	Barred Until	Fiscal Officer Notes:		
00-1386527	05/24/2009	DOL And Willie Jones and Mary Newsom as individuals - Multiple willful violations		

Company Name	Address	City	State	Zip Code
Paint City Contractors Inc	P O Box 8808	Baltimore	MD	21224
FEIN:	Barred Until	Fiscal Officer Notes:		
52-1764775	03/07/2007	DOL Falsified payrolls		

Company Name	Address	City	State	Zip Code
Pardee Construction				
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1557064	03/12/2009	See Dalton Steel Inc.		

Company Name	Address	City	State	Zip Code
Paul M Maintenance Inc	7 Gatewood Drive	Hauppague	NY	11788
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3287638	07/02/2007	DOL Falsified payrolls		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Perry Jacobs	736 Sherman Dr-Box 8015	Utica	NY	13505
FEIN:	Barred Until	Fiscal Officer Notes:		
	05/18/2010	As an individual. See Precision Site Work Inc.		

Company Name	Address	City	State	Zip Code
Pete Forakis	P O Box 8808	Baltimore	MD	21224
FEIN:	Barred Until	Fiscal Officer Notes:		
	03/07/2007	DOL Multiple willfuls - Paint City Contractors Inc and Panagiotis Forakis dba Pete Forakis		

Company Name	Address	City	State	Zip Code
Pettit & Pettit Inc	7 Schulyer Street	Belmont	NY	14813
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1576164	03/21/2010	DOL Multiple willful violations		

Company Name	Address	City	State	Zip Code
Pilos Contracting Corp	271 58th Street	Brooklyn	NY	11220
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2540761	08/10/2005	DOL one willful with NYC and one willful with DOL		

Company Name	Address	City	State	Zip Code
Pipejacks Inc	15 East Bartlett Road	Middle Island	NY	11953
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2209596	06/26/2007	DOL		

Company Name	Address	City	State	Zip Code
Port Ewen Trucking Corp	2013 Flatbush Avenue	Brooklyn	NY	11234
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3484639	02/19/2008	DOL Also at 99 St. Nicholas Avenue, Brooklyn, NY 11237. As a substantially owned-affiliated entity and/or successor of Cavalier Construction Corp. Falsification of records		

Company Name	Address	City	State	Zip Code
Precision Site Work Inc	736 Sherman Dr - Box 8015	Utica	NY	13505
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1609167	05/18/2010	DOL And its president, Perry Jacobs, as an individual. Falsification of payroll records.		

Company Name	Address	City	State	Zip Code
Professional Fence Co of WNY Inc	6479 Willow Drive	North Boston	NY	14075
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1425254	07/08/2005	DOL multiple willfuls		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Rainbow Mechanical Systems Inc	42-49 Colder St - Suite 3	Flushing	NY	11355
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/28/2007	NYC Pica agreement		
Company Name	Address	City	State	Zip Code
Rapid Demolition Co Inc	2550 West 13th Street	Brooklyn	NY	11223
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2869485	11/18/2007	NYC And successors		
Company Name	Address	City	State	Zip Code
Rebecca Gatto-Wood				
FEIN:	Barred Until	Fiscal Officer Notes:		
	05/18/2009	As an individual. See Diracon Commercial Contractors.		
Company Name	Address	City	State	Zip Code
Republic Construction & Management Inc	8111 7th Avenue	Brooklyn	NY	11228
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3178177	12/10/2007	NYC and Azam Ali Chaudhry - falsified payrolls - pica agreement		
Company Name	Address	City	State	Zip Code
Robbye Bissessar	89-51 Springfield Blvd	Queens Village	NY	11427
FEIN:	Barred Until	Fiscal Officer Notes:		
		As an individual. See Star International Inc		
Company Name	Address	City	State	Zip Code
Robert Amendola	1084 Sunrise Highway	Amityville	NY	11701
FEIN:	Barred Until	Fiscal Officer Notes:		
	03/19/2008	As an individual. See Westwood Fence Corp.		
Company Name	Address	City	State	Zip Code
Robert DeMonte	367 Veterans Memorial Hwy	Commack	NY	11725
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/10/2010	As an individual. See L & T Plumbing Corp.		
Company Name	Address	City	State	Zip Code
Robert W Metzgar	11365 Center Road	Sheridan	NY	14135
FEIN:	Barred Until	Fiscal Officer Notes:		
	04/04/2010	DOL dba King Machine - Also as an individual.		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Rusmar Environmental Services Corp	703 Atlantic Avenue	Rochester	NY	14609
FEIN: 16-1492326	Barred Until 12/22/2009	Fiscal Officer Notes: AG	And John Bradford as an individual. Falsified payrolls. Plea agreement.	

Company Name	Address	City	State	Zip Code
Russell Babb				
FEIN:	Barred Until 07/21/2008	Fiscal Officer Notes:	As an individual - See Olympic Window Installers Inc	

Company Name	Address	City	State	Zip Code
S & B Construction & Contracting Ltd	78 Wohascepee Road	Brightwaters	NY	11718
FEIN: 11-2987611	Barred Until 04/15/2007	Fiscal Officer Notes: DOL		

Company Name	Address	City	State	Zip Code
Savoya Construction Corp	13-15 37th Avenue	Long Island City	NY	11101
FEIN: 06-1421004	Barred Until 09/21/2006	Fiscal Officer Notes: DOL	a Joint Venture with United Painting and Contracting Inc. - falsified payrolls - debarment period extended	

Company Name	Address	City	State	Zip Code
Savvas A. Savva				
FEIN:	Barred Until 10/14/2008	Fiscal Officer Notes:	See Euro Craft Restoration Inc	

Company Name	Address	City	State	Zip Code
Scott Bendersky	78 Wohascepee Road	Brightwaters	NY	11718
FEIN:	Barred Until 04/15/2007	Fiscal Officer Notes: DOL	Individually and as Officer and/or Shareholder of S & B Construction and Contracting Ltd	

Company Name	Address	City	State	Zip Code
Sean Campion	P O Box 82	Valatie	NY	12184
FEIN:	Barred Until 10/14/2008	Fiscal Officer Notes:	dba Everlasting Slate - as an individual	

Company Name	Address	City	State	Zip Code
Shirley J Pardee	197 U S Route 11	Central Square	NY	13036
FEIN:	Barred Until 03/12/2009	Fiscal Officer Notes:	As an individual. See Dalton Steel Inc dba Pardee Construction.	

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Southwestern General Contracting Inc	1586 Gowans Road	Angola	NY	14006
FEIN: 16-1569822	Barred Until 10/08/2009	Fiscal Officer Notes: DOL		Falsification of records

Company Name	Address	City	State	Zip Code
Spider Construction and Waterproofing Inc	806 53rd Street	Brooklyn	NY	11220
FEIN:	Barred Until 11/19/2006	Fiscal Officer Notes: NYC		Falsified payroll records

Company Name	Address	City	State	Zip Code
Sprucewood Painting Corp	94 Cleveland Avenue	Massapequa	NY	11758
FEIN: 11-2949533	Barred Until 02/20/2007	Fiscal Officer Notes: NYC		and Nikolaos D. Varellakis, Susan E. Varellakis and John Varellakis, as individuals. Multiple willful violations and falsified payroll records. Assurance of Discontinuance/Settlement Agreement.

Company Name	Address	City	State	Zip Code
Stamatia Kallergis	159 92nd Street	Brooklyn	NY	11209
FEIN:	Barred Until 08/07/2008	Fiscal Officer Notes:		As an individual. See Franco Paints, Inc. and Mida Painting Ltd

Company Name	Address	City	State	Zip Code
Star International Inc	89-51 Springfield Blvd	Queens Village	NY	11427
FEIN: 00-1613496	Barred Until	Fiscal Officer Notes: DOL		Also Robbye Bissesar. Falsified payroll - permanently debarred

Company Name	Address	City	State	Zip Code
State Environmental Services Inc	1801 Stillwell Avenue	Brooklyn	NY	11223
FEIN: 11-3164259	Barred Until 02/25/2008	Fiscal Officer Notes: NYC		Plea agreement

Company Name	Address	City	State	Zip Code
State of the Art Construction	140 Marine Street	Farmingdale	NY	11735
FEIN: 11-2653210	Barred Until 10/06/2005	Fiscal Officer Notes: DOL		Multiple willful violations

Company Name	Address	City	State	Zip Code
Stephen Potter	112 Summerville Drive	Rochester	NY	14617
FEIN:	Barred Until 10/16/2006	Fiscal Officer Notes: DOL		dba Drywall Wizard

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Steve J Nictas c/o J Barr Constr	119-51 Metropolitan Ave	Jamaica	NY	11415
FEIN:	Barred Until 12/14/2009	Fiscal Officer Notes: DOL As an individual - See J Barr Construction Corp.		

Company Name	Address	City	State	Zip Code
Steve Menzer	62 Neulist Avenue	Port Washington	NY	11050
FEIN:	Barred Until 07/17/2009	Fiscal Officer Notes: As an individual. See Bai-Jac Construction		

Company Name	Address	City	State	Zip Code
Super Structure Builders Inc	99 St Nicholas Avenue	Brooklyn	NY	11237
FEIN: 11-3487355	Barred Until 02/19/2008	Fiscal Officer Notes: DOL Also at 2013 Flatbush Avenue, Brooklyn, NY 11234. As a substantially owned-affiliated entity and/or successor of Cavalier Construction Corp. Falsification of records		

Company Name	Address	City	State	Zip Code
Superior Jamestown Corporation	55 Jones-Gifford Avenue	Jamestown	NY	14701
FEIN: 16-1381131	Barred Until 03/17/2008	Fiscal Officer Notes: NYC Falsified payroll records		

Company Name	Address	City	State	Zip Code
Susan E. Varellakis	94 Cleveland Avenue	Masapequa	NY	11758
FEIN:	Barred Until 02/20/2007	Fiscal Officer Notes: As an individual - See Sprucewood Painting Corp		

Company Name	Address	City	State	Zip Code
T J Wilson Electric Inc	263 Waverly Avenue	Mamaroneck	NY	10543
FEIN: 13-3615112	Barred Until 02/10/2007	Fiscal Officer Notes: NYC Falsified payrolls		

Company Name	Address	City	State	Zip Code
Tarcisio Ferreira	151-60 7th Avenue	Whitestone	NY	11357
FEIN:	Barred Until 08/04/2009	Fiscal Officer Notes: AG and Nu-Look Painting & Wallpapering Inc and TF Painting Corp. Plea agreement with A.G.'s Office.		

Company Name	Address	City	State	Zip Code
TF Painting Corp	151-60 7th Avenue	Whitestone	NY	11357
FEIN:	Barred Until 08/04/2009	Fiscal Officer Notes: AG and Nu-Look Painting & Wallpapering Inc. and Tarcisio Ferreira, individually. Plea agreement with A.G.'s Office.		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
TGR Corporation	22 Troy Lane	Lincoln Park	NJ	07035
FEIN: 22-2671011	Barred Until 07/31/2006	Fiscal Officer Notes: DOL Multiple violations		
Company Name	Address	City	State	Zip Code
Thomas DeMartino	P O Box 140625	Jamaica	NY	11414
FEIN:	Barred Until 04/07/2010	Fiscal Officer Notes: As an individual. See D & D Mason Contractors Inc		
Company Name	Address	City	State	Zip Code
Thomas Hanlon				
FEIN:	Barred Until 09/11/2008	Fiscal Officer Notes: As an individual. See Hamax Construction Corp		
Company Name	Address	City	State	Zip Code
Thomas K Falgiano				
FEIN:	Barred Until	Fiscal Officer Notes: Principal officer-partner and/or shareholder - see M Falgiano Construction Co Inc		
Company Name	Address	City	State	Zip Code
Thomas L. Smalls	24 Miller Street	Rochester	NY	14605
FEIN:	Barred Until 06/30/2009	Fiscal Officer Notes: DOL dba LTS Construction - also as an individual. Falsified payrolls.		
Company Name	Address	City	State	Zip Code
Thomas Masonry & Concrete Inc	803 West Avenue, Ste 207	Rochester	NY	14611
FEIN: 16-1535306	Barred Until 08/18/2009	Fiscal Officer Notes: DOL Multiple willful violations		
Company Name	Address	City	State	Zip Code
Thomas Masonry Enterprise Inc	955 Buffalo Road	Rochester	NY	14624
FEIN: 73-3103284	Barred Until 08/18/2009	Fiscal Officer Notes: DOL Multiple willful violations		
Company Name	Address	City	State	Zip Code
Topo-Metrics Inc	432 Park Avenue South	New York	NY	10016
FEIN: 11-2465550	Barred Until 04/22/2009	Fiscal Officer Notes: DOL Falsification of payroll records		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Topor Contracting Inc	153 Fillmore Avenue	Buffalo	NY	14210
FEIN: 16-1590680	Barred Until: 04/27/2009	Fiscal Officer Notes: DOL Falsified payrolls		
Company Name	Address	City	State	Zip Code
Tower Building Maintenance and Mgmt	347 Kingsland Avenue	Brooklyn	NY	11222
FEIN: 11-3042307	Barred Until: 11/24/2008	Fiscal Officer Notes: DOL Additional willful violations - debarment period extended		
Company Name	Address	City	State	Zip Code
Tri-State Building Contractors Inc	108 Sparrow Ridge Road	Carmel	NY	10512
FEIN: 14-1765905	Barred Until: 05/24/2009	Fiscal Officer Notes: DOL Falsified payroll records		
Company Name	Address	City	State	Zip Code
Two By Four Carpentry and Constr Inc	132 W 129th St-Sts 4W	New York	NY	10027
FEIN:	Barred Until: 08/12/2009	Fiscal Officer Notes: AG dba of Harrison Jarvis. Plea agreement with A.G.'s Office.		
Company Name	Address	City	State	Zip Code
Uhlein Property Services and Contracting	209 Paddock Street	Watertown	NY	13601
FEIN: 16-1372913	Barred Until: 08/10/2005	Fiscal Officer Notes: DOL John C. Uhlein III dba Uhlein Property Services and Contracting - consent by stipulation		
Company Name	Address	City	State	Zip Code
un Hak Kim				
FEIN:	Barred Until: 04/14/2010	Fiscal Officer Notes: AG As an individual. See Howard K Enterprise Inc and Howard Kim		
Company Name	Address	City	State	Zip Code
United Painting and Contracting Inc	13-15 37th Avenue	Long Island City	NY	11101
FEIN:	Barred Until: 09/21/2006	Fiscal Officer Notes: DOL a Joint Venture with Savoya Construction Corp. - falsified payrolls - debarment period extended		
Company Name	Address	City	State	Zip Code
Vardo Construction Corporation	1850 Steinway Street	Long Island City	NY	11105
FEIN: 11-2694892	Barred Until: 01/08/2009	Fiscal Officer Notes: DOL And Lorenzo DeVardo as an individual. Falsified payrolls		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
VICO Mechanicals Systems Inc	c/o S.Zeitlin 50 Court St	Brooklyn	NY	11201
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/28/2007	NYC Plea agreement		

Company Name	Address	City	State	Zip Code
Victory Roofing & Contracting Co Inc	265 Victory Boulevard	Staten Island	NY	10301
FEIN:	Barred Until	Fiscal Officer Notes:		
38-0100331	04/14/2008	DOL and Musa Pacuku as in individual. Falsification of records		

Company Name	Address	City	State	Zip Code
W & B Mechanical Corp	303 Ten Eyck Street	Brooklyn	NY	11206
FEIN:	Barred Until	Fiscal Officer Notes:		
11-1340725	03/05/2010	DOL aka White and Blue Sheet Metal Inc and Eliyhu Benyamin as an individual. Falsification of records.		

Company Name	Address	City	State	Zip Code
W J Grinder Roofing Company	1765 Mt Read Boulevard	Rochester	NY	14606
FEIN:	Barred Until	Fiscal Officer Notes:		
16-0846854	10/18/2009	DOL As a substantially affiliated employer. See A A General Contractors, Inc. Multiple violations		

Company Name	Address	City	State	Zip Code
W Property Resources Inc	123 West 126th Street	New York	NY	10027
FEIN:	Barred Until	Fiscal Officer Notes:		
13-3462866	08/16/2006	NYC Multiple willfuls		

Company Name	Address	City	State	Zip Code
Wayne Vitale Inc	P O Box 325	Port Jefferson	NY	11777
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2779916	11/08/2005	DOL Dba Neptune Construction Co		

Company Name	Address	City	State	Zip Code
West Electric Inc	P O Box 83	Blossvale	NY	13308
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1496979	07/19/2006	DOL Multiple willful violations		

Company Name	Address	City	State	Zip Code
Westchester Iron Works Corporation	65 Plain Avenue	New Rochelle	NY	10801
FEIN:	Barred Until	Fiscal Officer Notes:		
13-3459763	03/02/2006	NYC Voluntary debarment		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Westwood Fence Corp	1084 Sunrise Highway	Amityville	NY	11701
FEIN: 11-3084236	Barred Until 03/19/2008	Fiscal Officer Notes: And Robert Amendola as an individual. Falsified payrolls. Plea agreement entered into with Suffolk County D.A.'s Office.		

Company Name	Address	City	State	Zip Code
White and Blue Sheet Metal Inc	303 Ten Eyck Street	Brooklyn	NY	11206
FEIN:	Barred Until 03/05/2010	Fiscal Officer Notes: See W & B Mechanical Inc.		

Company Name	Address	City	State	Zip Code
Wiley Development Co Inc	235 Northampton Street	Buffalo	NY	14208
FEIN: 16-1363561	Barred Until 08/11/2009	Fiscal Officer Notes: DOL Falsified payroll records		

Company Name	Address	City	State	Zip Code
William M Stringer				
FEIN:	Barred Until 12/18/2006	Fiscal Officer Notes: See Mac Stringer Painting		

Company Name	Address	City	State	Zip Code
William Valentine				
FEIN:	Barred Until 09/11/2008	Fiscal Officer Notes: As an individual. See Hamax Construction Corp		

Company Name	Address	City	State	Zip Code
Willie Jones	1537 Union Street	Schenectady	NY	12309
FEIN:	Barred Until 05/24/2009	Fiscal Officer Notes: DOL As an individual. See Pachyderm Enterprises Inc		

Company Name	Address	City	State	Zip Code
Wilson Tank Builders Inc	646 North Broad Street	Grove City	PA	16127
FEIN: 25-1773019	Barred Until 05/08/2006	Fiscal Officer Notes: DOL Falsified records		

Company Name	Address	City	State	Zip Code
Wintech Contracting Inc	1950 E Main St - Ste 205A	Mohegan Lake	NY	10547
FEIN: 13-3139312	Barred Until 07/22/2009	Fiscal Officer Notes: DOL Falsified payroll records		



STATE OF NEW YORK
DEPARTMENT OF LABOR
Bureau of Public Work
Room 130, Building 12
Harriman State Office Building Campus
Albany, New York 12240

IMPORTANT NOTICE REGARDING PREVAILING RATE UPDATES

The Department of Labor's Bureau of Public Work is no longer providing individually printed copies of the updated prevailing wage schedule. Instead, the schedule is available to you on our web site: www.labor.state.ny.us.

All the other requirements concerning the schedule remain in place. Contracting agencies are still required to request a schedule from the Bureau prior to issuing a bid for a public work project and the schedule must be annexed to the bid document. In addition, the Bureau must be notified who the contract has been awarded to.

Contractors are still required to post the schedule on the jobsite and provide copies of the schedule to all their contractors. The requirement that contractors obtain affidavits from the subcontractors that such schedules have been provided is also in effect.

In the event that you do not have web access or are unable to access the Department's website, please fax a written request for a printed copy of the schedule to the Central Office of the Bureau of Public Work at (518) 485-1870.

This change allows the Department to provide this important information on a timelier basis and make the information contained in it more widely available. If you have any questions about this change, please contact the Bureau of Public Work at (518) 457-5589.

06/01/03



**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION
AS REQUIRED BY ARTICLES 8 AND 9 OF THE LABOR LAW**

**Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.
Please type all information Requested Below**

SUBMITTED BY: ☐ CONTRACTING AGENCY ☐ PUBLIC WORK DISTRICT OFFICE
(CHECK ONE) ☐ ARCHITECT OR ENGINEERING FIRM

DATE

A. PUBLIC WORK CONTRACT TO BE LET BY: (Enter Data Pertaining to Contracting Agency)

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

Telephone: ()
E-Mail:

Fax: ()

2. ☐ N.Y. State Units (see item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 DORMITORY AUTHORITY

☐ 04 STATE UNIVERSITY

CONSTRUCTION FUND

☐ 05 MENTAL HYGIENE

FACILITIES CORP.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

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

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

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

Telephone: ()
E-Mail:

Fax: ()

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title: _____

Description of Work: _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:

Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Guards, Watchmen

☐ Janitors, porters, cleaners

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Name and Title of Requester

Signature

OFFICE USE ONLY

Locality Designations

Locality Designations

SEE OTHER SIDE FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

**REQUIREMENTS OF ARTICLE 8 (Section 220-223)
AND ARTICLE 9 (Section 230 - 239)
OF THE NEW YORK STATE LABOR LAW**

PREVAILING RATE SCHEDULE:

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 to provide supplements (fringe benefits) in accordance with the prevailing practices in the locality where the work is performed.

The Department of Jurisdiction awarding a public work contract **MUST** obtain a prevailing rate schedule from the Bureau of Public Work of the New York State Department of Labor listing the hourly rates for the trades and occupations of the workers to be employed on the public work project. This schedule may be obtained by completing and forwarding the Request for Wage and Supplement Information on the reverse side hereof. 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 signing of the contract, the Department of Jurisdiction **MUST** advise the Bureau of Public Work on a form supplied by the Bureau as to the name of the contractor to whom the contract was awarded, the date and the amount of the contract.

A "Department of Jurisdiction" 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 corporations, a public benefit corporation; and a public authority awarding a public work contract.

WITHHOLDING OF PAYMENTS FROM CONTRACTORS:

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction 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 of Public Work 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 Department of Jurisdiction shall comply with an order of the Commissioner of Labor or of the Court with respect to the release of the funds so withheld.

Minority/Women's Business Enterprise Program

This project is subject to the policies and procedures established by the New York State Department of Environmental Conservation (NYSDEC) Minority and Women's Business Enterprise-Equal Employment Opportunity (M/WBE-EEO) Program. The City of Amsterdam has established goals for utilization of NYS certified M/WBEs. The following forms will be required to be used and completed by the successful bidder. The contractor and its subcontractors are requested to make good faith efforts to employ 10% minority and 10% women for completion of the work and solicit the meaningful participation by M/WBE firms identified in the NYS Directory of Certified Businesses provided by:

Empire State Development Corp.
Minority & Women's Business Development Division
One Commerce Plaza
Albany, NY 12245
Phone: (518) 473-0582
Fax: (518) 473-0365

And

Empire State Development Corp.
633 Third Avenue
New York, NY 10017
Phone: (212) 803-2414
Fax: (212) 803-3223
Internet: <http://www.empire.state.ny.us/mwb.htm>

Questions related to the applicability of this program should be directed to the above offices.

Appendix

Mandatory Contract Clauses

The following are mandatory contract provisions to be included in all Municipal/Consultant-Construction-Service contracts for work performed as part of an eligible Environmental Restoration Project (Brownfield). Any changes to these provisions by the municipality should be approved by the New York State Department of Environmental Conservation (NYSDEC) prior to execution of the contract. Failure to comply with these requirements may jeopardize the eligibility of your Brownfield project.

Mandatory Provisions

NON-DISCRIMINATION REQUIREMENTS

1. In accordance with Article 15 of the Executive Law also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

To the extent that such work is to be provided pursuant to the contract, the following paragraph is required:

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, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: a) discriminate in hiring or promotion of any individual 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.

WAGE AND HOUR PROVISIONS

2. 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 the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days state in said statutes, except as otherwise provided in the Labor Law as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the 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.

RECORD-KEEPING REQUIREMENT

3. The Contractor shall maintain all books, documents, papers, and other evidence directly pertinent to the performance of work under this Contract in accordance with generally acceptable accounting principles and practices consistently applied, and 40 CFR Part 30 in effect during the term of this Contract. The Municipality, the Department of Environmental Conservation, the State Comptroller, the State Attorney General, the State Department of Labor, and, in the event of federal funding, the USEP, the Comptroller General of the United States, the United States Department of Labor or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying for a period of six years following final payment or the termination of this Contract whichever is later, and any extensions thereto. These books, records, documents and other evidence shall be accessible within the State of New York to the agencies identified above for the time period stated above. "Termination of this contract," as used in this clause, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

CONFLICT OF INTEREST

4. 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 Municipality.

An organizational conflict of interest exists when the nature of the work to be performed under this Contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the Municipality.

The Contractor agrees that if an actual, apparent 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 Municipality and the State Department of Environmental Conservation. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Municipality, to avoid, mitigate, or minimize the actual or potential conflict.

Remedies - The Municipality may terminate this contract in whole or in part if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresent relevant information to the Municipality, the Municipality may terminate the contract, or pursue such other remedies as may be permitted by law or this contract. The terms of other applicable contract provisions regarding termination shall apply to termination by the Municipality pursuant to this clause.

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

- (a) In addition to the requirements of the above clauses with respect to "Organizational Conflicts of Interest" the following provision with regard to 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.

The Contractor agrees to notify the Department and the Municipality immediately of any actual, apparent or potential personal conflict of interest with regard to any employee subcontractor employee, or consultant working on or having access to information regarding this contract, as soon as the Contractor becomes aware of such conflict. 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 Municipality will notify the Contractor of the appropriate action to be taken.

- (b) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of 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.
- (c) The Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, have been reported to the Department and the Municipality. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Municipality. Along with the annual certification, the Contractor shall also submit an update of any changes in the conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

- (d) The Contractor recognizes that employees in performing this contract may have access to data, either provided by the Department or the Municipality or first generated during contract performance, of a sensitive nature which should not be released without Department/Municipality approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all such employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Municipality. If a Contractor through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the Municipality/Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.
- (e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontractors or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services provisions) which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Municipality.

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply:

- (f) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.
- (1) The Contractor will be ineligible to enter into a contract for remedial action projects for which the Contractor has developed the statement of work or the solicitation package.
 - (2) The Contractor, during the life of the work assignment and for a period of five (5) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department and/or Municipality under this contract without the prior written approval of the Department.
 - (3) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Municipality/Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Municipality/Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

AFFIRMATIVE ACTION

5. (a) The Contractor agrees to be bound by the provisions of New York State Executive Law Article 15A, Sections 312, 313 and 316 and the regulations promulgated thereunder.

As provided thereunder, the Contractor is required to make good faith efforts to solicit the meaningful participation of minority and women owned business enterprises identified in the Directory of Certified Businesses provided by the New York State Department of Economic Developments Division of Minority and Women's Business Development.

- (b) The Contractor agrees to include the requirements set forth in paragraph (a) above and paragraphs (c), (d), and (e) and (f) below in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to work in connection with such contract.

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 Contractor's obligation under a State contract is undertaken or assumed.

- (c) 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. For purposes of this article, affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (d) 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.
- (e) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the 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.
- (f) The Contractor also agrees to incorporate into any contract with subcontractors, contractual provisions applicable to record keeping, reporting, notice requirements and actions determined to be necessary by the Department to implement the requirements of the Minority/Women Business Enterprise Equal Employment (M/WBE-EEO) utilization plan, and of Executive Law Article 15-A, regulations promulgated thereunder, and other applicable law and regulations.

**M/WBE-EEO UTILIZATION PLAN
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

Consultant/Contractor Name:					
Contract Type/Number:		Contract Award Date:			
Address:		City:	State:	Zip Code:	
Project Owner Name:					
Address:		City:	State:	Zip Code:	
Authorized Representative:					
Authorized Signature:					
EEO AND MBE/WBE CONTRACT SUMMARY					
M/WBE CONTRACT SUMMARY	%	Amount	EEO CONTRACT SUMMARY	%	# Employees
1. Total Dollar Value of the Prime Contractor			6. Total for all Employees		
2. State Share Amount			7. Total Goal for Minority Employees		
3. MBE Goal/Amount			8. Total Goal for Female Employees		
4. WBE Goal/Amount			9. EEO Combined Totals		
5. MBE/WBE Combined Totals					
Office of Minority & Women's Business Programs Use Only					
Proposed Goals		Date Approved	Date Disapproved	Initials	
MBE (%)	EE0 - Minorities (%)				
MBE (%)	EE0 - Minorities (%)				

New York State Certified MINORITY-OWNED firms are expected to participate in the following manner

MBE Firm	Projected MBE Contract Amount and Award Date	Description of Work MBE	Contract Schedule/Start Date(s)	Contract Payment Schedule	Project Completion Date
Name: Address: City: State/Zip Code: Telephone:	\$ _____ DATE: _____				
Name: Address: City: State/Zip Code: Telephone:	\$ _____ DATE: _____				
Name: Address: City: State/Zip Code: Telephone:	\$ _____ DATE: _____				

New York State Certified WOMEN-OWNED firms are expected to participate in the following manner

WBE Firm	Projected WMBE Contract Amount and Award Date	Description of Work WBE	Contract Schedule/Start Date(s)	Contract Payment Schedule	Project Completion Date
Name: Address: City: State/Zip Code: Telephone:	\$ _____ DATE: _____				
Name: Address: City: State/Zip Code: Telephone:	\$ _____ DATE: _____				
Name: Address: City: State/Zip Code: Telephone:	\$ _____ DATE: _____				

As of _____ (Date)

Contract Number _____

CONTRACTOR BID SOLICITATION LETTER

MBE/WBE
Main Street
Anywhere, New York 00000

Re: CONTRACT # _____
Municipality _____
County _____
Project Title _____

Dear MBE/WBE:

We are the low bidder on Contract _____ which involves (types of contract) in the (Grantee), New York. We are currently soliciting bid quotations or proposals from NYS certified M/WBE firms for any portions of the work contained in this contract. The specialty items contained in this contract include the following:

ITEM	DESCRIPTION	QUALITY	PROJECTED START DATE

Workplans and specifications are currently available at our office for your review. If you are interested in participating on this project, please complete and submit a copy of the MBE/WBE Contractor Participation Bid/Proposal (Attachment 5) by no later than thirty (30) days from the (Due date).

If you need additional information and assistance, or need to review the workplans and specifications, please contact (authorized representatives) of our office at (telephone number).

In the event that you can not bid on this contract please complete the attached Minority/Women's Contractor Unavailability Certification Form (See Attachment 6)

Thank you for your interest as we look forward to a successful project.

Sincerely,

MBE/WBE CONTRACTOR PARTICIPATION BID/PROPOSAL

Prime Contractor _____
Address _____

Re: Contract # _____
Municipality _____
County _____
Project Title _____

TO: _____
(Name of Prime Contractor)

proposes to perform the work as follows:

(Name of Firm)

(Specify in detail the particular work items to be performed thereof and associated dollar amounts):

TYPE OF WORK	UNIT PRICE	DOLLAR AMOUNT

NAME OF MBE/WBE CONTRACTOR

BY: _____
SIGNATURE OF MBE/WBE CONTRACTOR

DATE _____

MINORITY/WOMEN CONTRACTOR UNAVAILABILITY CERTIFICATION

CONSULTANT/CONTRACTOR COMPLETES

CONTRACT # _____

I, _____
(Principal of Prime Consultant/Contractor)_____ of _____
(Title) (Name of Consultant's/Contractor's Firm)_____
(Address) (Telephone Number)I CERTIFY THAT ON _____ I CONTACTED THE FOLLOWING MINORITY/WOMEN
(Date)BUSINESS ENTERPRISE(S) BY REGISTERED MAIL, TO OBTAIN BIDS FOR WORK ITEMS TO BE
PERFORMED ON THE ABOVE MENTIONED CONTRACT FOR THE AREAS OF WORK LISTED
BELOW.

(LIST THE NAMES OF M/WBES, AND TYPE OF WORK THAT BIDS WERE REQUESTED)

- _____
- _____

TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID MINORITY/WOMEN BUSINESS
ENTERPRISE CONTRACTOR(S) WAS UNAVAILABLE FOR WORK ON THIS PROJECT, OR UNABLE
TO PREPARE A BID FOR THE FOLLOWING REASONS: *Please check appropriate reasons given to each MBE/WBE
firm contracted above*

GIVEN TO EACH MBE/WBE FIRM CONTRACTED, ABOVE

_____ Did not have capability of performing the work sought.

_____ Contract too small.

_____ Location too remote.

_____ Received solicitation notice too late.

_____ Did not want to work for this contractor.

Other (give reason). _____

SIGNATURE OF MINORITY/WOMEN BUSINESS CONTRACTOR_____
TITLE_____
DATE

M/WBE QUARTERLY REPORT REQUEST

Contract Name: _____ Contract No.: _____
 Reporting Period: _____ Fed Grant # (if applicable) _____

Minority & Women's Business Enterprise Subcontracting Information

Name of M/ WEE Firm Address (include zip) and Federal ID Number	MBE	WBE	Location of Work Performed	Dollar Value of Procurement	Date of Award MM/DD/YY	Total Dollar Amount Paid this Quarter	Product Code *	Prime (P)or Sub (S)
Federal ID:								
Federal ID:								
Federal ID:								
Federal ID:								
Federal ID:								

OMWBP 1/6/98

*See next page for Product Codes

requested information in the appropriate column.

PRODUCT KEY CODE

A	Agriculture/Landscaping (e.g., all forms of landscaping services)
B	Mining (e.g., geological investigation)
C	Construction
C 15	Building Construction - General Contractors
C 16	Heavy Construction (e.g., highway, pipelaying)
C 17	Special Trade Contractors (e.g., plumbing, heating, electrical, carpentry)
D	Manufacturing
E	Transportation, Communication and Sanitary Services (e.g., delivery services, warehousing, broadcasting and cable systems)
F/G	Wholesale/Retail Goods (e.g., gavel, hospital supplies and equipment, food stores, computer stores, office supplies)
G52	Construction Materials (e.g., lumber, paint, law supplies)
H	Financial, Insurance and Real Estate Services
I	Services
173 equipment,	Business Services (e.g., copying, advertising, secretarial, janitorial, rental services of computer programming, security services)
180	Health Services
181	Legal Services
182	Educations Services (e.g., AIDS education, automobile safety, tutoring, public speaking).
183	Social Services (Counselors, vocational training, child care).
187	Engineering, architectural, accounting, research, management and related services.

Non-Collusion Certificate

**NON-COLLUSIVE BIDDING CERTIFICATION
(REQUIRED BY SECTION 103-d OF THE GENERAL MUNICIPAL LAW)**

103-d. Statement of non-collusion in bids and proposals to a political subdivision of the state or fire district.

1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of the perjury: Non-collusive bidding certification.

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by status rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Dated _____, 2005
Legal Name of Person, Firm or Corporation

By _____
Signature (Title)

Please Complete Information Requested Below:

The P.O. address of the bidder is:

Street

City and State

Name	If a Corporation	Address
_____, President		
_____, Secretary		
_____, Treasurer		

Name	If a Firm	Address
_____, President		
_____, Secretary		
_____, Treasurer		

NON COLLUSION AFFIDAVIT

State of)
) SS:
County of)

_____, being first duly sworn, deposes and says
that:

- (1) He is _____ of _____,
the Bidder that he submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid
and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any
way colluded, conspired, connived or agreed, directly or indirectly with any other
Bidder, firm or person to submit a collusive sham Bid in connection with the
Contract for which the attached Bid has been submitted or to refrain from bidding
in connection with such Contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other
Bidder, firm or person to fix the price or prices in the attached Bid or of any other
Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid
price of any Bidder, or to secure through any collusion, conspiracy, connivance or
unlawful agreement any advantage against the
(Owner) or any person interested in the proposed Contract;

and

- (5) The price or prices quoted in the attached Bid are fair and proper and are not
tainted by any collusion, conspiracy, connivance or unlawful agreement on the
part of the Bidder or any of its agents, representatives, owners, employees, or
parties in interest, including this affiant.

(Signed)

(Title)

Subscribed and sworn to before me

This _____ day of _____, 2005

(Title)

My Commission Expires

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of)
) SS:
County of)

County of _____, being first duly sworn, deposes and says that:

1. S/he is _____ of _____ hereinafter referred to as the "Subcontractor;"
2. S/he is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by, _____ the Subcontractor to the Contractor for certain work in connection with the _____ Activity No/Contract No. _____ Contract pertaining to the Project in _____ (City, County and State);
3. Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the _____

and

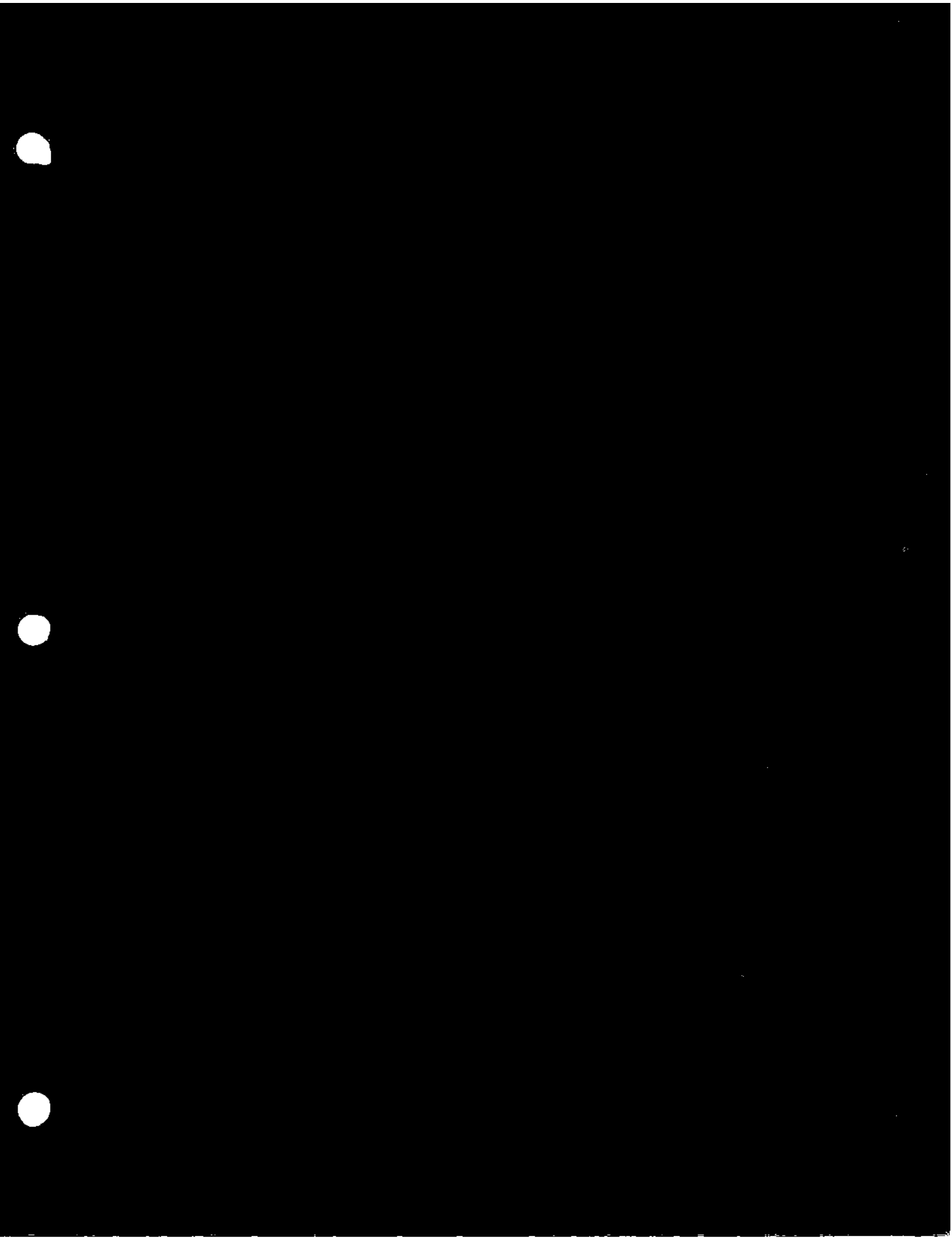
Strike out the contract number not applicable.

5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Title

Subscribed and sworn to before me this
day of _____, 2005

Notary Public



**City of Amsterdam
Amsterdam, New York**

**MOHASCO MILL COMPLEX
Implementation of Remedial
Alternative 3**

SPECIFICATIONS

**ENSR International
3 Marcus Boulevard
Albany, New York 12205-1140**

**February 2005
Document Number 10472-001**

SPECIFICATIONS

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SECTION 01200 - HEALTH AND SAFETY

PART 1 - GENERAL

1.1 DESCRIPTION:

The CONTRACTOR shall develop and implement a Health and Safety Plan to protect all site personnel including those of the OWNER, ENGINEER, all site visitors, and the community. Compliance shall be strictly adhered to and enforced by the CONTRACTOR.

This section describes the minimum health and safety requirements for this project including the requirements for the development of a written Health and Safety Plan (HASP). The CONTRACTOR's HASP must comply with all applicable Federal and State regulations protecting human health and the environment from the hazards posed by activities during this site remediation. The CONTRACTOR's HASP must be approved by a licensed industrial hygienist. The HASP shall be submitted by the apparent low Bidder within 5 days of being given notification to proceed by the OWNER. The HASP will be reviewed by the OWNER, ENGINEER, and the New York State OWNER of Health (NYSDOH). The CONTRACTOR will resubmit the HASP, addressing all review comments from the ENGINEER, the OWNER, and NYSDOH. The CONTRACTOR shall not initiate on site work in contaminated areas until an approved HASP addressing all comments has been issued. All onsite workers must comply with the requirements of the HASP.

Consistent disregard for the provision of these Health and Safety specifications shall be deemed just and sufficient cause for immediate stoppage of work and/or termination of the Contract or any subcontract without compromise or prejudice to the rights of the OWNER.

Any discrepancies between this HASP and the specifications shall be resolved in favor of the more stringent requirements as determined by the ENGINEER.

1.2 BASIS:

The Occupational Safety and Health Administrrating (OSHA) Standards and Regulations contained in Title 29, Code of Federal Regulations, Parts 1910 and 1926 (20 CFR 1910 and 1926) and subsequent additions and/or modifications, the New York State Labor Law Section 876 (Right-to-Know Law) and the Standard Operating Safety Guidelines by the United States Environmental Protection Agency (USEPA), Office of Emergency and Remedial Response provides the basis for the safety and health program. Additional specifications within this section are in addition to OSHA regulations and reflect the positions of both the USEPA and the National Institute for Occupational Safety and Health (NIOSH) regarding procedures required to ensure safe operations at abandoned hazardous waste disposal sites.

The safety and health of the public and project personnel and the protection of the environment will take precedence over cost and schedule considerations for all project work. Any additional costs will be considered only after the cause for suspension of operations is addressed and work is resumed. The ENGINEER and the CONTRACTOR's Superintendent will be kept apprised, by the Safety Officer, of conditions which may adversely affect the safety and health of project personnel and the community. The OWNER and the ENGINEER may stop work for health and safety reasons. If work is suspended for health and/or safety reasons, it shall not resume until approval is obtained from the OWNER and the ENGINEER. The cost of work stoppage due to health and/or safety shall be borne entirely by the CONTRACTOR.

1.3 DEFINITIONS:

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

- A. **Project Personnel:** Project personnel include the OWNER, ENGINEER, CONTRACTOR, SubCONTRACTORS, and Federal and State Representatives working or having official business at the Project Site(s).
- B. **Authorized Visitor:** Visitors shall be prepared by the CONTRACTOR. Authorized visitors who work for the State of New York shall receive approval to enter the site. The Safety Officer has primary responsibility on determining who is qualified and may enter the site.
- C. **Safety Officer (SO):** The SO will be the CONTRACTOR's onsite person who will be responsible for the day-to-day implementation and enforcement of the HASP, The SO cannot also perform as the CONTRACTOR's site superintendent. One SO is required for the project.
- D. **Health and Safety Technicians (HST):** The HST(s) will be the CONTRACTOR's onsite personnel who will assist the SO in the implementation of the HASP, in particular, with air monitoring in active work areas and maintenance of safety equipment. One HST shall be present at the site at all times. The HST cannot also perform as the CONTRACTOR's site superintendent.
- E. **Medical Consultant (MC):** The Medical Consultant is a physician retained by the CONTRACTOR who will be responsible for conducting physical exams as specified under the Medical Monitoring Programs in this section.
- F. **Project Site:** The area designated on the Drawings which includes the CONTRACTOR Work Area..
- G. **CONTRACTOR Work Area:** An area of the project site including Support Zone, access road, staging area and Exclusion Zone.
- H. **CONTRACTOR Support Zone:** An area of the CONTRACTOR Work Area outside the Exclusion Zone, accessible for deliveries and visitors, No persons, vehicles or equipment may enter these areas from the Exclusion Zone without having gone through specified decontamination procedures in the adjacent Contamination Reduction Zone.
- I. **Staging Areas:** Areas within the Exclusion Zone for the temporary staging of contaminated soil and debris.
- J. **Exclusion Zone:** An area within the CONTRACTOR Work Area which encloses the area of contamination. Protective clothing and breathing apparatus as specified in the health and safety requirements and in the CONTRACTOR's approved Health and Safety Plan must be worn.
- K. **Contamination Reduction Zone:** An area at the Exit Point of the Exclusion Zone through which all personnel, vehicles and equipment must enter and exit. All decontamination of vehicles and equipment and removal of personnel protective clothing and breathing apparatus must take place in the Contamination Reduction Zone.
- L. **Monitoring:** The use of direct reading field instrumentation to provide information regarding the levels of gases and/or vapor, which are present during remedial action. Monitoring shall be conducted to evaluate employee exposures to toxic materials and hazardous conditions,

1.4 RESPONSIBILITIES:

The OWNER, the ENGINEER, and NYSDOH will review modifications to the HASP for the acceptability

for its personnel and the impact on the site and human health.

CONTRACTOR:

The CONTRACTOR will perform all work required by the Contract Documents in a safe and environmentally acceptable manner. The CONTRACTOR will provide for the safety of all Project Personnel and the community for the duration of the Contract.

The CONTRACTOR shall:

- A. Employ one Safety Officer for the project who shall be assigned full-time responsibility for all tasks described under the Health and Safety Plan, in the event the Health and Safety Officer cannot meet his responsibilities, the CONTRACTOR shall be responsible for obtaining the services of an "alternate" Health and Safety Officer meeting the minimum requirements and qualifications contained herein these plans. No work will proceed on this project in the absence of an approved Health and Safety Officer.
- B. Ensure that all Project Personnel have obtained the required physical examination prior to and at the termination of work covered by the contract in accordance with OSHA 1910.120 regulations.
- C. Be responsible for the pre-job indoctrination of all Project Personnel with regard to the Safety Plan and other safety requirements to be observed during work, including but not limited to: (1) potential hazard, (2) personal hygiene principles, (3) personal protection equipment, (4) respiratory protection equipment usage and fit testing, and (5) emergency procedures dealing with fire and medical situations.
- D. Be responsible for the implementation of this Health and Safety Plan, and the Emergency Contingency Plan and Response Plan.
- E. Provide and ensure that all Project Personnel are properly clothed and equipped and that all equipment is kept clean and properly maintained in accordance with the manufacturer's recommendations or replaced as necessary.
- F. Alert appropriate emergency services before starting any hazardous work and provide a copy of the Emergency Contingency Plan to the respective emergency services.
- G. Have sole and complete responsibility of safety conditions for the project including safety of all persons (including employees).
- H. Be responsible for protecting the project personnel and the general public from hazards due to the exposure, handling, and transport of contaminated materials. Barricades, lanterns, roped-off areas, and proper signs shall be furnished in sufficient amounts and locations to safeguard the project personnel and public at all times.
- I. Ensure all OSHA health and safety requirements are met.
- J. Maintain a chronological log of all persons entering the project site. It will include organization, date, and time of entry and exit. Each person must sign in and out.
- K. Post the work zone with signs reading "Warning, Hazardous Work Area, Do Not Enter Unless Authorized," and restrict access by the use of temporary and/or permanent fencing. Warning signs shall be posted at a minimum of every 100 feet along the perimeter fence.

- L. Brief all approved visitors to the site on safety and security, provide with temporary identification and safety equipment, and escort throughout their visit.

PART 2 - HEALTH AND SAFETY

2.1 HEALTH AND SAFETY PLAN:

The Health and Safety Plan (HASP) is a deliverable product of this project. The CONTRACTOR shall prepare a HASP, have it approved by a licensed industrial hygienist, and submit it for review. The ENGINEER, the OWNER, and NYSDOH will review and comment on the CONTRACTOR's HASP. Agreed upon responses to all comments will be incorporated into the final copy of the HASP. The HASP shall govern all work performed for this contract. The HASP shall address, at a minimum, 29 CFR 19 10.120 (B)(4).

- A. Health and Safety Organization.
- B. Site Description and Hazard Assessment.
- C. Training.
- D. Medical Surveillance.
- E. Work Areas,
- F. Standard Operating Safety Procedures and Engineering Controls.
- G. Personal Protective Equipment (PPE).
- H. Personnel Hygiene and Decontamination
- I. Equipment Decontamination
- J. Air Monitoring.
- K. Emergency Equipment/First Aid Requirements.
- L. Emergency Response and Contingency Plan,
- M. Confined-Space Entry Procedures.
- N. Spill Containment Plan.
- O. Heat & Cold Stress.
- P. Record Keeping.
- Q. Community Protection Plan.

The following sections will describe the requirements of each of the above-listed elements of the HASP.

2.2 HEALTH AND SAFETY ORGANIZATION

The CONTRACTOR shall list in the HASP a safety organization with specific names and responsibilities. At a minimum, the CONTRACTOR shall provide the services of a SO, Health and Safety Technician, and a Medical Consultant.

Safety Officer: The designated SO must have, at a minimum, two years of experience in the remediation of hazardous waste sites or related field experience. The SO must have formal training in health and safety and be conversant with federal and state regulations governing occupational health and safety. The SO must be certified in CPR and first aid and have experience and training in the implementation of

personal protection and air monitoring programs. The SO must have “hands-on” experience with the operation and maintenance of real-time air monitoring equipment. The SO must be thoroughly knowledgeable of the operation and maintenance of air-purifying respirators (APR) and supplied-air respirators (SAR) including SCBA and airline respirators.

In addition to meeting the above qualifications, the SO will be responsible for the following minimum requirements:

- A. Responsibility for the implementation, enforcement, and monitoring of the health and safety plan.
- B. Responsibility for the pre-construction indoctrination and periodic training of all onsite personnel with regard to this safety plan and other safety requirements to be observed during construction, including:
 - 1. Potential hazards.
 - 2. Personal hygiene principles.
 - 3. PPE.
 - 4. Respiratory protection equipment usage and fit testing.
 - 5. Emergency procedures dealing with fire and medical situations.
 - 6. Conduct daily update meetings in regard to health and safety.
- C. Responsibility for alerting the ENGINEER’s onsite representative prior to the CONTRACTOR starting any particular hazardous work.
- D. Responsibility for informing project personnel of the New York State Labor Law Section 876 (Right-to-Know Law).
- E. Responsibility for the maintenance of separation of Exclusion Zone (Dirty) from the Support Zone (Clean) areas as described hereafter.

Health and Safety Technicians: The Health and Safety Technician (HST) must have one year of hazardous waste site or related experience and be knowledgeable of applicable occupational health and safety regulations. The HST must be certified in CPR and first aid. The HST will be under direct supervision of the SO during onsite work. The HST must be familiar with the operations, maintenance, and calibration of monitoring equipment used during this remediation.

Medical Consultant: The CONTRACTOR is required to retain a Medical Consultant (MC) who is a physician, certified in occupational medicine. The physician shall have experience in the occupational health area and shall be familiar with potential site hazards of remedial action projects. The MC will also be available to provide annual physicals and to provide additional medical evaluations of personnel when necessary.

2.3 SITE DESCRIPTION AND HAZARD ASSESSMENT

The CONTRACTOR shall perform a hazard assessment to provide information to assist in selection of PPE and establish air monitoring guidelines to protect onsite personnel, the environment, and the public.

The CONTRACTOR shall provide a general description of the site, its location, past history, previous environmental sampling results, and general background on the conditions present at the Site.

- A. Chemical Hazards: A qualitative evaluation of chemical hazards shall be based on the following:
 - Nature of potential contaminants;
 - Location of potential contaminants at the project site; Potential for exposure during site activities; and
 - Effects of potential contaminants on human health.
- B. Biological Hazards: A qualitative evaluation of biological hazards consisting of the elements listed for chemical hazards,
- C. Physical Hazards: The CONTRACTOR shall assess the potential for physical hazards affecting personnel during the performance of onsite work.

The CONTRACTOR shall develop a hazard assessment for each site task and operation established in the HASP.

2.4 TRAINING

OSHA Training

The CONTRACTOR is responsible to ensure that all project personnel have been trained in accordance with OSHA 1910.120 regulations.

The CONTRACTOR shall ensure that all employees are informed of the potential hazards of toxic chemicals to the unborn child and of the risks associated with working at the project site.

The CONTRACTOR shall be responsible for, and guarantee that, personnel not successfully completing the required training are not permitted to enter the project site to perform work.

Safety Meetings

The SO will conduct daily safety meetings that will be mandatory for all project personnel. The meetings will provide refresher courses for existing equipment and protocols, and will examine new site conditions as they are encountered.

Additional safety meetings will be held on an as-required basis,

Should any unforeseen or site-peculiar safety-related factor, hazard, or condition become evident during the performance of work at this site, the CONTRACTOR will bring such to the attention of the SO in writing as quickly as possible for resolution. In the interim, the CONTRACTOR will take prudent action to establish and maintain safe working conditions and to safeguard employees, the public, and the environment.

2.5 MEDICAL SURVEILLANCE

The CONTRACTOR shall utilize the services of a Physician to provide the minimum medical examinations and surveillance specified herein. The name of the Physician and evidence of examination

of all CONTRACTOR and SubCONTRACTOR onsite personnel shall be kept by the SO.

CONTRACTOR and SubCONTRACTOR project personnel involved in this project shall be provided with medical surveillance prior to onset of work, Immediately at the conclusion of this project, and at any time there is suspected excessive exposure to substances that would be medically detectable, all project personnel will be medically monitored. The costs for these medical exams, including state field representatives, (four maximum) are to be borne by the CONTRACTOR.

Physical examinations are required for:

- A. Any and all personnel entering hazardous or transition zones or performing work that required respiratory protection.
- B. All CONTRACTOR personnel on-site who are dedicated or may be used for emergency response purposes in the Exclusion Zone.
- C. CONTRACTOR supervisors entering hazardous or transition zones, or on-site for more than 16 hours during the length of the contract.

Physical examinations are not required for people making periodic deliveries provided they do not enter hazardous or transition zones.

In accordance with good medical practice, the examining Physician or other appropriate representative of the Physician shall discuss the results of such medical examination with the individual examined. Such discussion shall include an explanation of any medical condition that the Physician believes required further evaluation or treatment and any medical condition which the Physician believes would be adversely affected by such individual's employment at the project site. A written report of such examination shall be transmitted to the individual's private physician upon written request by the individual.

The examining Physician or Physician group shall notify the SO in writing that the individual has received a medical examination and shall advise the SO as to any specific limitations upon such individual's ability to work at the project site that were identified as a result of the examination. Appropriate action shall be taken in light of the advice given pursuant to this subparagraph.

The physical examination shall also include but not be limited to the following minimum requirements:

- A. Complete blood profile;
- B. Blood chemistry to include: chloride, CO₂, potassium, sodium, BUN, glucose, globulin, total protein, albumin, calcium, cholesterol, alkaline phosphatase, triglycerides, uric acid, creatinine, total bilirubin, phosphorous, lactic dehydrogenase, SGPT, SGOT;
- C. Urine analysis;
- D. "Hands on" physical examination to include a complete evaluation of all organ systems including any follow-up appointments deemed necessary in the clinical judgment of the examining physician to monitor any chronic conditions or abnormalities;
- E. Electrocardiogram;
- F. Chest X-ray (if recommended by examining physician in accordance with good medical practice);
- G. Pulmonary function;

- H. Audiometry - To be performed by a certified technician, audiologist, or physician. The range of 500 to 8,000 hertz should be assessed.
- I. Vision screening - Use a battery (TITMUS) instrument to screen the individual's ability to see test targets well at 13 to 16 inches and at 20 feet. Tests should include an assessment of muscle balance, eye coordination, depth perception, peripheral vision, color discrimination, and tonometry.
- J. Tetanus Booster shot (if no inoculation has been received within the last five years); and
- K. Complete medical history.

2.6 PERSONNEL HYGIENE AND DECONTAMINATION:

The CONTRACTOR shall provide a hygiene facility at the site. The hygiene facility shall include the following:

- A. Hand washing facilities for project personnel complete with hot water, soap, paper towels, and mirror;
- B. Areas for changing into and out of work clothing. Work clothing should be stored separately from Street clothing;
- C. Clean and "dirty" locker facilities;
- D. Disposal of spent clothing material;
- E. Portable "boot wash" decontamination equipment. Clean water shall be provided no less than twice per day; and
- F. First aid kit including a portable eye wash station.

2.7 SITE CONTROL

SECURITY

- A. Security shall be provided and maintained by the CONTRACTOR as specified in the project documents.
- B. Vehicular access to the site, other than to designated parking areas, shall be restricted to authorized vehicles only.
- C. Use of onsite designed parking areas shall be restricted to vehicles of the ENGINEER, ENGINEER's onsite representative, CONTRACTOR, subCONTRACTOR, and service personnel assigned to the site and actually on duty but may also be used on short-term basis for authorized visitors.
- D. The CONTRACTOR shall be responsible for maintaining a log of security incidents and visitor access granted.
- E. All approved visitors to the site shall be briefed by the SO on safety and security, provided with safety equipment, and escorted throughout their visit.

- F. Site visitors shall not be permitted to enter the hazardous work zone unless approved by the OWNER with appropriate site access agreement.
- G. The site shall be posted, "Warning Hazardous Work Area. Do Not Enter Unless Authorized," and access restricted by the use of a snow fence or equal at a minimum. Warning signs shall be posted at a minimum of every 500 feet.

SITE CONTROL

- A. The CONTRACTOR shall provide the following site control procedures as a minimum:
 - A site map;
 - A map showing site work zones;
 - The use of a "buddy system"; and
 - Standard operating procedures or safe work practices

WORK AREAS

The CONTRACTOR will clearly lay out and identify work areas in the field and will limit equipment, operations, and personnel in the areas

- A. Exclusion Zone (EZ) - This will include all areas where potential environmental monitoring has shown or it is suspected that a potential hazard may exist to workers. The level of PPE required in these areas will be determined by the SO after air monitoring and onsite inspection has been conducted. The area will be clearly delineated from the decontamination area. As work with in the hazardous zone proceeds, the delineating boundary will be relocated as necessary to prevent the accidental contamination of nearby people and equipment. The Exclusion zone will be delineated by fencing (e.g., chain link, snow fencing, or orange plastic fencing).
- B. Contamination Reduction Zone - This zone will occur at the interface of "Hazardous" and "Clean" areas and will provide for the transfer of equipment and materials from the Support Zone to the Exclusion Zone, the decontamination of personnel and clothing prior to entering the "Clean" area, and for the physical segregation of the "Clean" and "Hazardous" areas. This area will contain all required emergency equipment, etc. This area will be clearly delineated by fencing (e.g., chain link, snow fencing, or orange plastic fencing). It shall also delineate an area that although not contaminated at a particular time may become so at a later date.
- C. Support Zone - This area is the remainder of the work Site and project site. The Support Zone will be clearly delineated and procedures implemented to prevent active or passive contamination from the work site. The function of the Support Zone includes:
 - 1. An entry area for personnel, material, and equipment to the Exclusion Zone of site operations through the Contamination Reduction Zone;
 - 2. An exit for decontamination personnel, materials, and equipment from the "Decontamination" area of site operations;
 - 3. The housing of site special services; and
 - 4. A storage area for clean, safety, and work equipment.

2.8 STANDARD OPERATING SAFETY PROCEDURES, ENGINEERING CONTROLS

SECURITY

- A. The CONTRACTOR will ensure that all safety equipment and protective clothing is kept clean and well maintained.
- B. All prescription eyeglasses in use on this project will be safety glasses and will be compatible with respirators. No contact lenses will be allowed on site.
- C. All disposable or reusable gloves worn on the site will be approved by the SO.
- D. During periods of prolonged respirator usage in contaminated areas, respirator filters will be changed upon breakthrough. Respirator filters will always be changed daily.
- E. Footwear used on site will be covered by rubber overboots or booties when entering or working in the Exclusion Zone area or Contamination Reduction Zone. Boots or booties will be washed with water and detergents to remove dirt and contaminated sediment before leaving the Exclusion Zone or Contamination Reduction Zone.
- F. All PPE used on site will be decontaminated or disposed of at the end of the work day.
- G. All respirators will be individually assigned and not interchanged between workers without cleaning and sanitizing.
- H. CONTRACTOR, subCONTRACTOR, and service personnel unable to pass a fit test as a result of facial hair or facial configuration shall not enter or work in an area that required respiratory protection.
- I. The CONTRACTOR will ensure that all project personnel shall have vision or corrected vision to at least 20/40 in one eye.
- J. Onsite personnel found to be disregarding any provision of this plan will, at the request of the SO, be barred from the project.
- K. Used disposable outerwear such as coveralls, gloves, and boots shall not be reused. Used disposable outerwear will be removed upon leaving the hazardous work zone and will be placed inside disposable containers provided for that purpose. These containers will be stored at the site at the designated staging area and the CONTRACTOR will be responsible for proper disposal of these materials at the completion of the project. This cost shall be borne by the CONTRACTOR.
- L. Protective coveralls that become torn or badly soiled will be replaced immediately.
- M. Eating, drinking, chewing gum or tobacco, smoking, etc., will be prohibited in the hazardous work zones and neutral zones.
- N. All personnel will thoroughly cleanse their hands, face, and forearms and other exposed areas prior to eating, smoking, or drinking.
- O. All personnel will wash their hands, face, and forearms before using toilet facilities.
- P. No alcohol, firearms, or drugs (without prescriptions) will be allowed onsite at any time.
- Q. All personnel who are on medication should report it to the SO who will make a determination whether or not the individual will be allowed to work and in what capacity. The SO may

require a letter from the individual's personal physician stating what limitations (if any) the medication may impose on the individual.

ENGINEERING CONTROLS - AIR EMISSIONS

The CONTRACTOR shall provide all equipment and personnel necessary to monitor and control air emissions.

2.9 PERSONAL PROTECTIVE EQUIPMENT

GENERAL

The CONTRACTOR shall provide all project personnel with the necessary safety equipment and protective clothing, taking into consideration the chemical wastes at the site. The CONTRACTOR shall supply the ENGINEER's onsite personnel (average two people for the project duration) with PPE as specified. The ENGINEER will require specific manufacturers and styles of PPE, which are detailed in the Safety Equipment Specifications portion of this section. At a minimum, the CONTRACTOR shall supply all project personnel with the following:

- A. Two (2) sets of cotton work clothing to include underwear, socks, work shirts, and work pants. Leather steel-toed work boots, and such other clothing and outer garments as required by weather conditions (e.g., insulated coveralls and winter jacket);
- B. Sufficient disposable coveralls;
- C. One pair splash goggles;
- D. Chemical-resistant outer and inner gloves;
- E. Rubber overshoes (to be washed daily);
- F. Hard hat;
- G. One full-face mask with appropriate canisters. The ENGINEER and the OWNER will supply their own full-face mask. The CONTRACTOR will supply the appropriate canisters to all onsite project personnel including the ENGINEER and the OWNER. The CONTRACTOR shall supply MSA canisters; and
- H. For all project personnel involved with Level B protection, and positive-pressure SCBA or inline air. A 5-minute escape bottle must be included with the in-line air apparatus.

LEVELS OF PROTECTION

It is planned that Level D PPE will be required in this remediation. Although Level C is not planned, site conditions may be encountered that require its use. The following sections described the requirements of each level of protection.

A. Level C Protection PPE

- a) Full-face, air-purifying, cartridge- or canister-equipped respirator (MSHA/NIOSH approved) with cartridges appropriate for the respiratory hazards;

- b) Chemical-resistant clothing (coveralls, hooded, one- or two-piece chemical splash suit; chemical-resistant hood and apron: disposable chemical-resistant coveralls);
- c) Coveralls;
- d) Cotton long underwear*;
- e) Gloves (outer), chemical-resistant;
- f) Gloves (inner), chemical-resistant;
- g) Boots (inner, leather work shoes with steel toes and shank);
- h) Boots (outer), chemical resistant (disposable)*;
- i) Hard hat (face shield)*;
- j) Escape SCBA of at least 5-minute duration;
- k) 2-way radio communications (inherently safe)*; and
- l) Taping between suit and boots, and suit and gloves

* Optional

2. Criteria for Selection:

Meeting any of these criteria warrants use of Level C protection:

- a) Measures air concentrations of identified substances will be reduced by the respirator to, at, or below the substance's Threshold Limit Value (TLV) or appropriate occupational exposure limit and the concentration is within the service limit of the canister.
- b) Atmospheric contaminant concentrations do not exceed IDLH levels
- c) Atmospheric contaminants, liquid splashes, or other direct contact will not adversely affect the small area of the skin left unprotected by chemical-resistant clothing.
- d) Job functions do not require SCBA,
- e) Total readings register between background and 5 ppm above background as measured by instrument such as the FID or ND.
- f) Oxygen concentrations are not less than 19.5% by volume.
- g) Air will be monitored continuously.

3. Guidance on Selection:

Level C protection is distinguished from Level B by the equipment used to protect the respiratory system, assuming the same type of chemical-resistant clothing is used. The main selection criterion for Level C is that conditions permit wearing air-purifying devices. The air-purifying device must be a full-

lace mask (MSHA/NIOSH approved) equipped with a cartridge suspended from the chin or on a harness. Cartridges must be able to remove the substances encountered.

A full-face, air purifying mask can be used only if:

- Oxygen content of the atmosphere is at least 19.5% by volume;
- Substance(s) is identified and its concentration(s) measured;
- Substance(s) has adequate warning properties;
- Individual passes a qualitative fit-test for the mask; and
- Appropriate cartridge is used, and its service limits concentration is not exceeded.

An air monitoring program is part of all response operations when atmospheric contamination is known or suspected. It is particularly important that the air be monitored thoroughly when personnel are wearing air-purifying respirator (Level C). Continual surveillance using direct-reading instruments and air sampling is needed to detect any changes in air quality necessitating a higher level of respiratory protection. Total unidentified vapor/gas concentrations exceeding 5 ppm above background require Level B.

B. Level D Protection

1. PPE

- a) Coveralls;
- b) Gloves (outer), chemical-resistant;
- c) Gloves (inner), chemical-resistant;
- d) Boots (inner, leather work shoes with steel toes and shank);
- e) Boots (outer), chemical resistant (disposable)*;
- f) hard hat;
- g) Face shield;
- h) Safety glasses with side shields or chemical splash goggles"; and
- i) Taping between suit and boots, and suit and gloves

* Optional

2. Criteria for Selection:

Meeting any of these criteria warrants use of Level D protection:

- a) No atmospheric contaminant is present.
- b) Direct reading instruments do not indicate any readings above background.
- c) Job functions have been determined not to require respirator protection

3. Guidance on Selection:

Level C protection is distinguished from Level D Protection in the requirement for respiratory protection. Level D is used for non-intrusive activities or intrusive activities with continuous air monitoring. It can be worn only in areas where there is no possible of contact with contamination.

C. Anticipated Levels of Protection

Based on what is known of this site, Level D is the expected Level of PPE for all intrusive work conducted within the site. Off-site work areas are expected to be conducted in Level D also. This level is suggested and is subject to change as a result of air monitoring or judgment by the SO, who may require an upgrade to a higher level of protection. For work in Level D a respirator shall be immediately available in the event that the air monitoring indicated an upgrade to Level C is required. The determination of the proper level of protection for each task shall be the responsibility of the CONTRACTOR. These task specific levels of protection shall be stated in the CONTRACTOR's HASP.

SAFETY EQUIPMENT SPECIFICATION

Note:

Prior to purchasing any equipment or supplies required by this HASP, the CONTRACTOR shall notify the ENGINEER of the type, model, and manufacturer/supplier of that particular safety equipment he is proposing to use or purchase for use on this project.

Disposable Coveralls

The CONTRACTOR shall provide, as necessary, protective coveralls for all project personnel each day with extra sets provide for authorized visitors. The coveralls shall be of the disposable type made of Tyvek or equivalent materials, and shall be manufactured/supplied by Durafab, Koppler, or other appropriate manufacturers.

Ripped suits will be immediately replaced after all necessary decontamination has been complete to the satisfaction of the SO.

Hard Hat

The CONTRACTOR shall provide and maintain one hard hat per person on site authorized visitors included). The hard hats shall comply with OSHA Health and Safety Standards (29 CFR 19 18. 135).

Face Shields

The CONTRACTOR shall provide and maintain one face shield per person on site. The face shield shall be of the full face type meeting OSHA Health and Safety Standards (29 CFR 1910.133) and shall have brackets for mounting on hard hats, Hard hats and face shields shall be from the same manufacturer to ensure proper fit and shall be manufactured/supplies by Buliard, Norton, or other appropriate manufacturers.

Work Clothing

The CONTRACTOR shall provide a minimum of two sets of work clothing per personnel to allow for changing if contaminated. The work clothing shall include a minimum of underwear, socks, work shirts, work pants, and other clothing as weather conditions dictate. All work clothes shall be put on clean,

before entering the site and shall not be kept in same lockers as the worker's street clothes.

Full Face Organic Vapor Respirator

The CONTRACTOR shall provide and maintain a dedicated air-purifying organic vapor respirator per person working in hazardous work and neutral work zones. The respirator shall be of the full-face canister type with cartridges appropriate for the respiratory hazards. Respirators and cartridges shall be MSHA/NIOSH approved, manufactured/supplied by MSA, Scott, or other appropriate manufacturers. The CONTRACTOR shall inspect and maintain respirators and canisters in accordance with OSHA regulations (29 CFR 1910.134) and in accordance with manufacturer's instructions. The CONTRACTOR shall ensure that proper fit testing, training, and medical surveillance of respirator users is in accordance with OSHA regulations (29 CFR 1910.134).

Gloves (outer)

The CONTRACTOR shall supply a minimum of one pair of gloves per workman in areas where skin contact with hazardous material is possible. Work gloves shall consist of nitrile (MCR) or Neoprene material. Other gloves may be selected if required based on the potential chemical present. Cotton liners will be provided by the CONTRACTOR during cold weather,

Gloves (inner)

The CONTRACTOR shall supply Latex or equivalent surgical gloves to be worn inside the outer gloves.

Boots (inner)

The CONTRACTOR shall supply one pair of safety shoes or boots per workman and shall be of the safety-toe type meeting the requirements of 29 CFR 1910.136.

Boots (outer)

The CONTRACTOR shall provide and maintain one pair of overshoes for the onsite person entering a hazardous work area. The overshoes shall be constructed of rubber and shall be 12 inches high minimum.

2.10 PERSONNEL HYGIENE AND DECONTAMINATION

The CONTRACTOR shall provide a hygiene facility at the Site. The hygiene facility shall include the following:

- A. Adequate lighting and heat;
- B. Hand washing facilities for project personnel complete with hot water, soap, paper towels, and mirror;
- C. Areas for changing into and out of work clothing. Work clothing should be stored separately from street clothing;
- D. Clean and "dirty" locker facilities;
- E. Disposal of spent clothing material; and
- F. First aid kit including a portable eye wash station.

Portable "Boot Wash" Decontamination Equipment

The CONTRACTOR shall provide a portable decontamination station, commonly referred to as a "Boot Wash" facility for each hazardous work zone requiring decontamination for project personnel. These facilities shall be constructed to contain spent wash water, contain a reservoir of clean wash water, a separate entrance and exit to the decontamination platform, with the equipment being mobile, allowing easy transport from one hazardous work zone to the next. All such wash water shall be disposed of at a dewatering facility. An appropriate detergent such as trisodium phosphate shall be used.

Personnel Decontamination

The CONTRACTOR shall provide full decontamination facilities at all hazardous zones. Decontamination facilities must be described in detail in the HASP.

Disposal of Spent Clothing and Material

Contaminated clothing, used respirator cartridges, and other disposable items will be put into drums/containers for transport and proper disposal in accordance with RCRA requirements

Containers/55-gallon capacity drums shall conform to the requirements of 40 CFR Part 178 for Transportation of Hazardous Materials. The containers/drums containing excavated and other hazardous material shall be transported by the CONTRACTOR to the staging area.

2.11 EQUIPMENT DECONTAMINATION

GENERAL:

- A. All equipment and material used in this project shall be thoroughly washed down in accordance with established Federal and State procedures and the project specifications before it is removed from the project. The cost for this element of work shall be incorporated in the lump sum bid for mobilization/demobilization or as otherwise directed in the bid documents.
- B. All vehicles and equipment used in the "Dirty Area" will be decontaminated to the satisfaction of the SO in the decontamination area on site prior to leaving the project. The CONTRACTOR will certify, in writing, that each piece of equipment has been decontaminated prior to removal from the site.

DECONTAMINATION WATER

Wastewater from equipment decontamination shall drain into the sump adjacent to the decontamination station. The water shall be pumped from the sump to a temporary holding tank, sampled, and finally disposed in accordance with Federal (including RCRA) and State regulations at the CONTRACTOR's expense. The CONTRACTOR is responsible for securing the acceptance agreement from the said facility. The acceptance agreement shall be submitted to the ENGINEER for approval prior to disposal

Wastewater from the personnel decontamination station shall be similarly stored, sampled and disposed of in accordance with the applicable regulations.

Wash units for equipment decontamination shall be self-contained, portable high pressure wash or steam units.

Decontamination Station

The CONTRACTOR shall construct a decontamination station. The decontamination station shall be located in the Contamination Reduction Zone and shall be used to clean all vehicles leaving the Exclusion Zone prior to entering the Support Zone or leaving the site.

The removal and proper disposal of the decontamination waster and residuals shall be to a permitted TSDF, SWMF, PTW, WWTO, or STP as appropriate. The cost for disposal of decontamination waster shall be included in the unit price for bid item 1'. Final disposal shall be the responsibility of the CONTRACTOR.

The CONTRACTOR shall maintain and clean the decontamination station after daily use. No contamination shall be left behind. The CONTRACTOR will be required to dismantle, remove, and properly dispose of the station at the CONTRACTOR's own expense.

2.12 AIR MONITORING PROGRAM:

- A. The CONTRACTOR shall develop as part of the HASP, an Air Monitoring Program (AMP). The purpose of the AMP is to determine the proper level of personnel protective equipment to be used, to document that the level of worker protection is adequate and to assess the migration of contaminants to offsite receptors as a result of site work.
- B. The CONTRACTOR shall supply all personnel, equipment, facilities and supplies to develop and implement the Air Monitoring Program described in this section,
- C. The CONTRACTOR's AMP shall include both real-time and documentation air monitoring.
 - 1. The purpose of real-time monitoring will be to determine if an upgrade (or downgrade) of personnel protective equipment is required while performing onsite work and to implement engineering controls, protocols or emergency procedures if established action levels are encountered.
 - 2. The CONTRACTOR shall also use documentation monitoring to ensure that adequate personnel protective equipment is being used and to determine if engineering controls are mitigating the migration of contamination to offsite receptors.
 - 3. Documentation monitoring will also be used to assess if real-time monitoring equipment is adequate to detect the compounds identified to be present. Documentation monitoring results may indicate the need for alternative real-time monitoring devices,
- D. During the progress of active remedial work, the CONTRACTOR will monitor the quality of the air in and around each active hazardous operation with real-time instrumentation prior to personnel entering these areas. Sampling at the hazardous work site will be conducted on a continuous basis. Any departures from general background will be reported prior to personnel entering a confined area to the Safety Officer who will determine when and if operations should be shut down.
- E. Air monitoring equipment will be operated by personnel trained in the use of the specific equipment provided and will be under the control of the Safety Officer. A log of the locations, time, type and value of each reading and/or sampling will be maintained. Copies of log sheets will be provided on a daily basis to the ENGINEER.
- F. Real-Time Monitoring:
 - 1. Real-time particulate monitoring shall be conducted using the following equipment:
 - Volatile organics shall be measured using a photoionization detector,

or equal. The instrument shall be calibrated twice daily using the measures in users manual.

- Total particulates shall be measured using a MDA Model P5H digital dust indicator or equal. The instrument shall be calibrated daily according to the procedure in the user's manual. The meter shall be capable of measuring dust concentrations down to 0.01 mg/m³.
- 2. Real-time monitoring will also be conducted at perimeter locations including an upwind (background) and three downwind locations. A background reading will be established daily during all intrusive activities at the beginning of the work shift. If the wind direction changes during the course of the day, a new background reading will be made. Downwind readings at the perimeter will be made when action levels have been exceeded at the excavation or at a minimum of twice a day.
- 3. If the level of VOCs at the downwind site perimeter is 5 ppm above background levels measured upwind from the work area, then all work must be suspended and engineering controls must be implemented to bring concentrations back down to acceptable levels.
- 4. If the level of airborne particulates at the downwind site perimeter exceeds the action level of ISO ug/m³ that is established in the Technical and Administrative Guidance Memorandum entitled "Fugitive Dust Suppression and Particulate Monitoring Program at Inactive Hazardous Sites", then all work must be suspended and engineering controls must be implemented to bring concentrations back down to acceptable levels.

G. Documentation Monitoring:

Documentation monitoring will be conducted at the perimeter at a minimum of four (4) locations (one upwind and three downwind) for dust. Documentation monitoring will be conducted during any work which exposes contaminated material (i.e. soil relocation/excavation, sediment removal, trench instruction, etc.)

1. Total nuisance dust will be collected using a PVC collection filter and personnel sampling pump and analyzed gravimetrically according to NIOSH Method 0500.
2. Documentation samples will be collected at four of eight established perimeter locations. The four locations will be chosen by the ENGINEER according to site activities and expected wind direction. At the end of the sampling period, meteorological data will be reviewed and one upwind and two downwind samples will be chosen to be analyzed. The fourth sample will be discarded.
3. The eight perimeter locations will be established and marked with high visibility paint or flagging at approximately equidistant points around the site. Samples will be collected at a height of 6 feet above ground surface.
4. In addition to the perimeter monitoring, documentation samples will be collected onsite. Onsite samples will be collected by choosing "high-risk" workers to wear appropriate collection media for dust. "High-risk" workers are those workers most likely to encounter contamination on a particular task.
5. Documentation samples will be collected twice a week at regularly scheduled intervals and at the initiation of a new phase of onsite work. Samples will be collected during the normal work hours when activities are occurring onsite,

6. The CONTRACTOR shall install a meteorological station onsite which will be capable of continuously recording, at a minimum; wind velocity and direction and temperature.

G. Explosive Gas Monitoring:

The CONTRACTOR shall monitor for explosive gases in all enclosed spaces (i.e. manholes) prior to work in those areas.

2.13 Action Levels:

The CONTRACTOR is responsible for developing site-specific personal protection and perimeter monitoring action levels for protection of project personnel and the community. A significant volume of site-specific analytical data is available and should be used in making these determinations.

2.14 Logs, Reports and Record Keeping:

SECURITY LOG

A daily log of security incidents and visitors granted access to the site will be maintained, as well as a log of all personnel entering and exiting the site.

All approved visitors to the site will be briefed by the SO on safety and security, provided with safety equipment, and escorted throughout their visit. Site visitors will not be permitted to enter a hazardous work zone.

Project site shall be posted, "Warning: Hazardous area, Do Not Enter Unless Authorized", and access restricted by the use of a snow fence.

SAFETY LOG

The CONTRACTOR will maintain a bound safety logbook. The log will include all health and safety matters on site and include, but not be limited to, the following information:

- Date and weather conditions on site;
- A description of the proposed work for the day;
- Times when site personnel arrive and depart;
- Air monitoring data;
- Heat and/or cold stress monitoring;
- Decontamination procedures;
- Type and calibration of air sampling/monitoring equipment used;
- Safety meeting summaries; and
- Accidents.

EMERGENCY OR ACCIDENT REPORT

Any emergency or accident will be reported immediately to the SO. The ENGINEER will also be notified. The CONTRACTOR will submit a written report immediately, but no later than 24 hours after the concurrence. The report will include, but not be limited to, the nature of the problem, time, location, areas affected, manner and methods used to control the emergency, sampling and/or monitoring data,

impact, if any, to the surrounding community, and corrective actions the CONTRACTOR will institute to minimize future occurrences. All spills will be treated as emergencies.

DAILY WORK REPORT

The CONTRACTOR shall maintain and submit to the ENGINEER on a daily basis, a daily health and safety report which summarizes the following:

- A. Work performed;
- B. Level of protection;
- C. Air monitoring results;
- D. Safety related problems;
- E. Corrective actions implemented.

2.15 EMERGENCY EQUIPMENT AND FIRST AID REQUIREMENTS

COMMUNICATIONS

The CONTRACTOR shall provide telephone communication at the site field office. Emergency numbers, such as police, sheriff, fire, ambulance, hospital, NYSDEC, EPA, NYSDOH, and utilities, applicable to this site shall be prominently posted near the telephone. The CONTRACTOR shall establish a signaling system for emergency purposes.

EMERGENCY SHOWER AND EMERGENCY EYE WASH

The CONTRACTOR shall supply and maintain one portable eyewash/body wash facility per active hazardous work zone. The facility should have a minimum water capacity of 10 gallons and shall conform to OSHA regulations 29 CFR 1910.151. The portable eyewash/body wash facility shall be manufactured/supplied by Direct Safety Company, Lab Safety Supply company, or other appropriate suppliers.

FIRE EXTINGUISHERS

The CONTRACTOR shall supply and maintain at least one fire extinguisher in the CONTRACTOR's office and one at each hazardous work zone. The fire extinguisher shall be a 28 pound Class ABC dry fire extinguisher with UL-approval per OSHA Safety and Health Training Standards 29 CFR 1910.157. The fire extinguisher shall be manufactured/supplied by Direct Safety Company, Lab Safety Supply Company, or other appropriate suppliers.

FIRST AID KIT

The CONTRACTOR shall supply and locate in his project office and at each and every hazardous work zone one 24-unit (minimum size) "industrial" or "CONTRACTOR" first aid kit, required by OSHA requirements 29 CFR 1918.151. The first aid kit shall be manufactured/supplied by Norton, Scott, or other appropriate suppliers.

EMERGENCY INVENTORY

In addition to those items specified elsewhere, the SO will maintain the following inventory of equipment and protective clothing for use at the sites in the event of emergencies.

- A. Washable coveralls;
- B. Gloves (outer);
- C. Gloves (inner);
- D. SCBA;
- E. Escape SCBA (authorized visitor use);
- F. Face shields;
- G. Safety glasses;
- H. Respirators and appropriate cartridges;
- I. Disposal coveralls;
- J. Chemical-resistant boots and latex boot covers;
- K. Hard hats;
- L. Bottled breathing air; and
- M. Rain suits.

2.16 EMERGENCY RESPONSES/CONTINGENCY PLAN AND PROCEDURES

DAILY WORK

During the progress of work, the CONTRACTOR will monitor the quality of the air in and around each active hazardous operation prior to personnel entering these areas. Sampling shall be conducted on a continuous basis. Based on the air monitoring data, the proper level of protection will be chosen by the SO.

EMERGENCY VEHICLE ACCESS

In the event that emergency services vehicles (police, fire, ambulance) need access to a location which is blocked by the working crew operations, those operations (equipment, materials, etc.) will be immediately moved to allow those vehicles access. Emergency crews will be briefed as to site conditions and hazards by the SO.

All vehicles and personnel will be decontaminated prior to leaving the site. The CONTRACTOR shall schedule a site briefing with the local Fire department at the completion of mobilization to familiarize emergency response personnel with his operations and site layout.

PERSONAL INJURY RESPONSE PLAN

In cases of personal injuries, the injured person or the crew personnel in charge will notify the SO, The

SO will assess the seriousness of the injury, give first aid treatment if advisable, consult by telephone with a physician if necessary, and arrange for hospitalization if required. The SO will arrange for an ambulance if required. If soiled clothing cannot be removed, the injured person will be wrapped in blankets for transportation to the hospital. Personnel, including unauthorized personnel, having skin contact with chemically contaminated liquids or soils shall be flushed with water after any wet or soiled clothing has been removed. These personnel should be observed by the SO to ascertain whether there are any symptoms resulting from the exposure. If there is any visible manifestation of exposure such as skin irritation, the project personnel will refer to a consulting physician to determine whether the symptoms were the result of a delayed or acute exposure, a secondary response to exposure such as skin infection, or occupational dermatitis. All episodes of obvious chemical contamination will be reviewed by the SO in order to determine whether changes are needed in work procedures.

ROUTE TO THE HOSPITAL

The CONTRACTOR shall post in conspicuous places in the Support Zone a map with written directions to the nearest hospital or emergency medical treatment facility.

FIRE SERVICE

The CONTRACTOR will make arrangements to take immediate fire fighting and fire protection measures with the local Fire Chief. If there is a fire, the crewmen or their person in charge will immediately call the SO. The SO will immediately call the fire personnel.

The air downwind from any fire or explosion will be monitored immediately in order to protect workers and the nearby community. If personal injuries result from any fire or explosion, the procedures outlined in the Personal Injury Response Plan are to be followed.

MASTER TELEPHONE LIST

A master telephone list will be provided by the CONTRACTOR and prominently posted at the field office. The list will have telephone numbers of all project personnel, emergency services including hospital, fire, police, and utilities. In addition, two copies with telephone numbers are to be given to the OWNER for emergency reference purposes.

2.17 HEAT/COLD STRESS MONITORING

HEAT STRESS

Site personnel who wear protective clothing allow body heat to be accumulated with an elevation of the body temperature. Heat cramps, heat exhaustion, and heat stroke can be experienced, which if not remedied, can threaten life or health. Therefore, an American Red Cross Standard First Aid book or equivalent will be maintained on site at all times so that the SO and site personnel will be able to recognize symptoms of heat emergencies and be capable of controlling the problem.

When protective clothing is worn, especially Levels A and B, the suggested guidelines for ambient temperature and maximum wearing time per excursion are;

Ambient Temperature (F)	Maximum Wearing Time Per Excursion (Minutes)
Above 90	15
85 - 90	30
80-85	60

70-80	90
60-70	120
50-60	180

One method of measuring the effectiveness of employees' rest-recovery regime is by monitoring the heat rate. The "Brouga guideline" is one such method:

- During a 3-minute period, count the pulse rate for the last 30 seconds of the first minute, the last 30 seconds of the second minute, and the last 30 seconds of the third minute,
- Double the count,

If the recovery pulse rate during the last 30 seconds of the first minute is at 110 beats/minute or less and the deceleration between the first, second, and third minutes is at least 10 beats/minute, the work-recovery regime is acceptable. If the employee's rate is above that specified, a longer rest period is required, accompanied by an increased intake of fluids.

In the case of heat cramps or heat exhaustion, "Gatorade" or its equivalent is suggested as part of the treatment regime. The reason for this type of liquid refreshment is that such beverages will return much-needed electrolytes to the system. Without these electrolytes, body systems cannot function properly, thereby increasing the represented health hazard,

This liquid refreshment will be stored in a cooler at the edge of the decontamination zone in plastic squeeze bottles. The plastic bottles will be marked with individual's names. Disposable cups with lids and straws may be used in place of the squeeze bottles. Prior to drinking within the decontamination zone, the project personnel shall follow the following decontamination procedures:

- Personnel shall wash and rinse their outer gloves and remove them,
- Personnel shall remove their hard hats and respirators and place on table.
- Personnel shall remove their inner gloves and place them on table.
- Personnel shall wash and rinse their face and hands.
- Personnel shall carefully remove their personal bottle or cup from the cooler to ensure that their outer clothes do not touch any bottle, cups, etc.
- The used bottle or cups will not be returned to the cooler, but will be placed in a receptacle or container to be cleaned or disposed of.
- Personnel shall replace their respirators, hard hats, gloves and tape gloves prior to re-entering the hazardous zone.

When personnel are working in situations where the ambient temperatures and humidity are high — and especially in situations where protection Levels A, B, and C are required the SO must:

- Assure that all employees drink plenty of fluids ("Gatorade" or its equivalent);
- Assure that frequent breaks are scheduled so overheating does not occur; and
- Revise work schedules, when necessary, to take advantage of the cooler parts of the day (i.e., 5:00 a.m. to 1:00 p.m., and 6:00 p.m. to nightfall).

COLD STRESS

Whole-body protection shall be provided to all site personnel that have prolonged exposure to cold air. The right kind of protective clothing shall be provided to site personnel to prevent cold stress. The following dry clothing shall be provided by the CONTRACTOR as deemed necessary by the SO:

- Appropriate underclothing (wool or other);
- Outer coats that repel wind and moisture;
- Face, head, and ear coverings;
- Extra pair of socks;
- Insulated safety boots; and
- Glove liners (wool) or wind- and water-repellent gloves.

The SO will use the equivalent chill temperature when determining the combined cooling effect of wind and low temperatures on exposed skin or when determining clothing insulation requirements.

Site personnel working continuously in the cold are required to warm themselves on a regular basis in the onsite hygiene facility. Warm, sweet drinks will also be provided to site personnel to prevent dehydration. The SO shall follow the work practices and recommendations for cold stress threshold limit values as stated by the 1991-1992 Threshold Limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices by the American Conference of Governmental Industrial Hygienists or equivalent cold stress prevention methods.

2.18 POSTING REGULATIONS

The CONTRACTOR will post signs at the perimeter of the Exclusion Zone that state "Warning, Hazardous Work Area, Do Not Enter Unless Authorized." in addition, a notice directing visitors to sign in will be posted at the project site. Also, the CONTRACTOR will post a sign stating that any questions about the site should be directed to the New York State Department of Environmental Conservation.

Safety regulations and safety reminders will be posted at conspicuous locations throughout the project area. The following safety regulations and safety reminders are at a minimum to be posted around the job site.

SAFETY REGULATIONS

(To be Posted for Project Personnel)

The main safety emphasis is on preventing personal contact with gases, soils, sludge, and water. Towards this end, the following rules have been established.

Regulations

- A. Eating on the site is PROHIBITED except in specifically designated areas.
- B. All project personnel on the site must wear clean or new gloves daily.
- C. If you get wet to the skin, you must wash the affected area with soap and water immediately. If clothes in touch with the skin are wet, these must be changed.

- D. You must wash your hands and face before eating, drinking, or smoking.
- E. Observe regulations on washing and removing boots before entering the dressing room or a clean area and showering before going home.

Recommendations

- A. Do not smoke with dirty hands; better yet, do not smoke.
- B. Check for any personal habit which could get soil or water into your body.
Examples: food off your fingers, wiping your face or nose with a dirty hand or running a dirty hand through your hair,
- C. Check that any regularly worn clothing is clean. Examples include dirty watchbands, neck chains, and a dirty liner on your safety helmet. Safety practices with poisonous chemicals can be summed up with a few words:

Don't breathe in chemical odors and don't touch the water, soil, and sludge.

If you do get dirty or wet, clean up as soon as possible.

SAFETY REMINDER FOR TOXIC CHEMICALS

(Post for Project Personnel)

Chemicals can't cause problems unless you breathe them, eat them, or put them on your skin.

Chemicals are in Gases, Soils, Sludge, and Water. Don't let them go into your mouth, nose, or stray on your skin.

Use common personal hygiene.

- A. Don't eat or drink on the site.
- B. No smoking in the area of work.
- C. Wear protective clothing.
- D. Glove liners must be clean
- E. Wash your hands whenever practical. Wash before eating, drinking, or smoking.
- F. Don't carry chemicals home to your family. (For example, on clothing, mud in the car, dirty hands.)
- G. Strictly follow the HASP.

2.19 COMMUNITY PROTECTION

GENERAL

The CONTRACTOR shall develop, as part of this HASP, a community Protection Plan (CPP). The CPP shall outline those steps which the CONTRACTOR will implement to protect the health and safety of

surrounding human population and the environment.

The CONTRACTOR shall provide up to eight complete sets of protection gear (excluding respirators) of a type applicable to the site conditions for use by local and Community emergency units responding to the site.

END OF SECTION 01200

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Sewers and drainage.
 - 2. Water service and distribution.
 - 3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
 - 4. Heating and cooling facilities.
 - 5. Ventilation.
 - 6. Electric power service.
 - 7. Lighting.
 - 8. Telephone service.
- C. Support facilities include, but are not limited to, the following:
 - 1. Temporary roads and paving.
 - 2. Dewatering facilities and drains.
 - 3. Project identification and temporary signs.
 - 4. Waste disposal facilities.
 - 5. Field offices.
 - 6. Storage and fabrication sheds.
 - 7. Lifts and hoists.
 - 8. Temporary stairs.
 - 9. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Stormwater control.
 - 3. Tree and plant protection.
 - 4. Pest control.
 - 5. Site enclosure fence.
 - 6. Security enclosure and lockup.
 - 7. Barricades, warning signs, and lights.
 - 8. Covered walkways.

9. Fire protection.

E. Related Sections include the following:

1. Division 1 Section "Submittals" for procedures for submitting copies of implementation and termination schedule and utility reports.
2. Division 1 Section "Execution Requirements" for progress cleaning requirements.

1.3 USE CHARGES

A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Engineer and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:

1. Owner's construction forces.
2. Occupants of Project.
3. Engineer.
4. Testing agencies.
5. Personnel of authorities having jurisdiction.

B. Sewer Service: Pay sewer service use charges for sewer usage, by all parties engaged in construction, at Project site.

C. Water Service: Pay water service use charges, whether metered or otherwise, for water used by all entities engaged in construction activities at Project site.

D. Electric Power Service: Pay electric power service use charges, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site.

1.4 SUBMITTALS

A. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

B. Implementation and Termination Schedule: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.

1.5 QUALITY ASSURANCE

A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.

1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 - 1. Keep temporary services and facilities clean and neat.
 - 2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Engineer. Provide materials suitable for use intended.
- B. Chain-Link Fencing: See Specification Section 02821, Chain-Link Fences and Gates.
- C. Wood Enclosure Fence: Plywood, 8 feet high, framed with four 2-by-4-inch rails, with preservative-treated wood posts spaced not more than 8 feet apart.
- D. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- E. Water: Potable.

2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Field Offices: With lockable entrances, operable windows, and serviceable finishes; heated and air conditioned; on foundations adequate for normal loading. Internet readily accessible with telephone access.
 - 1. Exposed Lumber and Plywood: Paint with exterior-grade, acrylic-latex emulsion over exterior primer.
 - 2. Interior Walls: Paint with two coats of interior latex-flat wall paint.
 - 3. Roofs: Asphalt shingles or roll roofing.
- C. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- D. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- E. Drinking-Water Fixtures: Bottled-water drinking-water units, including paper cup supply.

- F. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- G. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- H. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.
 - 1. High speed internet access hardwired into/along with electrical outlets. At least 1 outlet.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.
- B. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor

drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.

1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
 2. Connect temporary sewers to **municipal system** as directed by sewer department officials.
 3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.
- C. **Water Service:** Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping before use.
- D. **Sanitary Facilities:** Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
1. **Disposable Supplies:** Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 2. **Toilets:** Install self-contained toilet units. Shield toilets to ensure privacy. Provide separate facilities for male and female personnel.
 3. **Wash Facilities:** Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
 - a. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
 4. **Drinking-Water Facilities:** Provide bottled-water, drinking-water units.
- E. **Electric Power Service:** Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
1. Install electric power service underground, unless overhead service must be used.
 2. Install power distribution wiring overhead and rise vertically where least exposed to damage.
- F. **Electric Distribution:** Provide receptacle outlets adequate for connection of power tools and equipment.
1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
 2. Provide warning signs at power outlets other than 110 to 120 V.
 3. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage. Provide rigid steel conduits for wiring exposed on grades, floors, decks, or other traffic areas.
 4. Provide metal conduit enclosures or boxes for wiring devices.

5. Provide 4-gang outlets, spaced so 100-foot (30-m) extension cord can reach each area for power hand tools and task lighting. Provide a separate 125-V ac, 20-A circuit for each outlet.
- G. Telephone Service: Provide temporary telephone service throughout construction period for common-use facilities used by all personnel engaged in construction activities. Install separate telephone line for each field office and first-aid station.
1. Provide additional telephone lines for the following:
 - a. In field office with more than two occupants, install a telephone for each additional occupant or pair of occupants.
 - b. Provide a dedicated telephone line for each facsimile machine and computer with modem in each field office.
 2. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Engineers' offices.
 - e. Owner's office.
 - f. Principal subcontractors' field and home offices.
 3. Provide voice-mail service on superintendent's telephone.
 4. Furnish superintendent with portable two-way radio for use when away from field office.
 5. Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
 2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
 3. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads as needed.
1. Provide a reasonably level, graded, well-drained subgrade of satisfactory soil material, compacted to not less than 95 percent of maximum dry density in the top 6 inches (150 mm).
 2. Provide gravel paving course of subbase material not less than 3 inches (75 mm) thick; roller compacted to a level, smooth, dense surface.

3. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. **Traffic Controls:** Provide temporary traffic controls as needed. Comply with requirements of authorities having jurisdiction.
- D. **Dewatering Facilities and Drains:** Comply with requirements in applicable Division 2 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.
 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.
- E. **Project Identification and Temporary Signs:** Prepare Project identification and other signs in sizes indicated. Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
 1. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with details indicated.
 2. Prepare temporary signs to provide directional information to construction personnel and visitors.
 3. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood in sizes and thicknesses indicated. Support on posts or framing of preservative-treated wood or steel.
 4. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer.
- F. **Waste Disposal Facilities:** Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
 1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
- G. **Common-Use Field Office:** Provide an insulated, weathertight, air-conditioned field office for use as a common facility by all personnel engaged in construction activities; of sufficient size to accommodate required office personnel and meetings of 10 persons at Project site. Keep office clean and orderly.
 1. Furnish and equip offices as follows:
 - a. Desk and four chairs, four-drawer file cabinet, a plan table, a plan rack, and bookcase.
 - b. Water cooler
 - c. Provide a room of not less than 240 sq. ft. for Project meetings. Furnish room with conference table, 12 folding chairs, and 4-foot-square tack board.
 2. Construct framing, sheathing, and siding using fire-retardant-treated lumber and plywood.

3. Paint exposed lumber and plywood with exterior-grade acrylic-latex emulsion over exterior primer. Paint interior walls with two coats of interior latex-flat wall paint.
4. Provide resilient floor covering and painted gypsum wallboard walls and acoustical ceiling. Provide operable windows with adjustable blinds and insect screens.
5. Provide an electric heater with thermostat capable of maintaining a uniform indoor temperature of 68 deg F (20 deg C). Provide an air-conditioning unit capable of maintaining an indoor temperature of 72 deg F (23 deg C).
6. Provide fluorescent light fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height. Provide 110- to 120-V duplex outlets spaced at not more than 12-foot (4-m) intervals, 1 per wall in each room.

H. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

I. Existing Stair Usage: Use of existing stairs will be permitted, as long as stairs are cleaned and maintained in a condition acceptable to Owner.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Stormwater Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.
- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.
- D. Site Enclosure Fence: Before construction operations begin install chain-link enclosure fence with lockable entrance gates. Enclose portion of Project site or portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering site except by entrance gates.
 1. Set fence posts in compacted mixture of gravel and earth.
 2. Provide gates in sizes and at locations necessary to accommodate delivery vehicles and other construction operations.
 3. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.
- E. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- F. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning

signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.

1. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch- thick exterior plywood.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

END OF SECTION 01500

SECTION 01600 - DECONTAMINATION OF FIELD EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

This Section includes requirements and methods for decontamination of field equipment used in the collection of environmental samples and the completion of environmental site investigations or remediation construction.

1.3 PURPOSE AND APPLICABILITY

This specification describes the methods to be used for the decontamination of field equipment used in the collection of environmental samples and the completion of environmental site investigations or remediation construction. The list of field equipment may include a variety of items used in the collection of soil and/or water samples, such as split-spoon samplers, trowels, scoops, spoons, bailers and pumps. Heavy equipment such as drill rigs and backhoes also require decontamination, usually in a specially constructed temporary decontamination area.

Decontamination is performed as a quality assurance measure and a safety precaution. Improperly decontaminated sampling equipment can lead to misinterpretation of environmental data due to interference caused by cross-contamination. Decontamination protects field personnel from potential exposure to hazardous materials. Decontamination also protects the community by preventing transportation of contaminants from a site.

Respective state or federal agency (regional offices) regulations may require specific types of equipment or procedures for use in decontamination of field equipment. The project manager should review the applicable regulatory requirements, if any, prior to the start of the project manager.

1.4 GENERAL PRINCIPLES

Decontamination is accomplished by manually scrubbing, washing, or spraying equipment with detergent solutions, tap water, distilled/deionized water, steam and/or high pressure water, or solvents.

Generally, decontamination of equipment is accomplished at each sampling site between collection points. Waste decontamination materials such as spent liquids and solids will be collected and managed as investigation-derived waste for later disposal. All decontamination materials, including wastes, should be stored in a central location so as to maintain control over the quantity of materials used or produced throughout the project.

PART 2 - QUALITY ASSURANCE PLANNING CONSIDERATIONS

2.1 GENERAL CONSIDERATIONS

Sampling personnel should follow specific quality assurance guidelines as outlined in the project-specific work plan. The collection of equipment blank samples in order to determine the effectiveness of the decontamination procedure is required.

2.2 SOLVENT SELECTION

The decontamination solvents to be used are as follows:

Pesticide-grade methanol for general organic analyses.

A 10% nitric acid in deionized water solution for general metals analyses.

Nitric acid can be used only on Teflon, plastics and glass. If used on metal equipment, nitric acid will eventually corrode the metal and lead to the introduction of metals to the collected samples. Dilute hydrochloric acid is usually preferred over nitric acid when cleaning metal sampling equipment.

2.3 HEALTH AND SAFETY CONSIDERATIONS

Decontamination procedures may involve chemical exposure hazards associated with the type of contaminants encountered or solvents employed and may involve physical hazards associated with decontamination equipment. When decontamination is performed on equipment which has been in contact with hazardous materials or when the quality assurance objectives of the project require decontamination with chemical solvents, the measures necessary to protect personnel must be addressed in the project Health and Safety Plan (HASP). This plan must be approved by the project Health and Safety Officer before work commences, must be distributed to all personnel performing equipment decontamination, and must be adhered to as field activities are performed.

PART 3 - RESPONSIBILITIES

3.1 SAMPLING TECHNICIAN

It is the responsibility of the sampling technician to be familiar with the decontamination procedures outlined within this specification and with specific quality assurance, and health and safety requirements outlined within project-specific work plan and HASP. The sampling technician is responsible for decontamination of field equipment and for proper documentation of decontamination activities. The sampling technician is also responsible for ensuring that decontamination procedures are followed by subcontractors when heavy equipment requires decontamination.

3.2 FIELD PROJECT MANAGER

The field project manager is responsible for ensuring that the required decontamination procedures are followed at all times. The project manager is also responsible for ensuring that subcontractors construct and operate their decontamination facilities according to project specifications. The project manager is responsible for collection and control of IDW in accordance with project specifications.

3.3 REQUIRED MATERIALS

Decontamination agents (per work plan requirements):

LIQUI-NOX, ALCONOX, or other phosphate-free biodegradable detergent,

Tap water,

Distilled/deionized water,

Nitric acid and/or hydrochloric acid,

Methanol and/or hexane, acetone, and isopropanol.

Health and Safety equipment

Chemical-free paper towels

Waste storage containers: drums, 5-gallon pails w/covers, plastic bags

Cleaning containers: plastic buckets or tubs, galvanized steel pans, pump cleaning cylinder

Cleaning brushes

Pressure sprayers

Squeeze bottles

Plastic sheeting

Aluminum foil

Field project notebook/pen

3.4 METHODS

3.4.1 General Preparation

It should be assumed that all sampling equipment, even new items, are contaminated until the proper decontamination procedures have been performed on them or unless a certificate of analysis is available which demonstrates the items cleanliness.

Field equipment that is not frequently used should be wrapped in aluminum foil, shiny side out, and stored in a designated "clean" area. Small field equipment can also be stored in plastic bags to eliminate the potential for contamination. Field equipment should be inspected and decontaminated prior to use if the equipment appears contaminated and/or has been stored for long periods of time. Unless customized procedures are stated in the project-specific work plan for decontamination of equipment, the standard procedures specified in this specification shall be followed.

Establish the decontamination station within an area that is convenient to the sampling location. If single samples will be collected from multiple locations, then a centralized decontamination station, or a portable decontamination station should be established.

An investigation-derived waste (IDW) containment station should be established at this time also. The project-specific work plan should specify the requirements for IDW containment. In general, decontamination solutions are discarded as IDW between sampling locations. Solid waste is disposed of as it is generated.

3.4.2 Decontamination for Organic Analyses

This procedure applies to soil sampling and groundwater sampling equipment used in the collection of environmental samples submitted for organic constituents analysis. Examples of relevant items of equipment include split-spoons, trowels, scoops/spoons, bailers, and other small items. Submersible pump decontamination procedures are outlined in Section 3.4.4.

- A. Decontamination is to be performed before sampling events and between sampling points.
- B. After a sample has been collected, remove all gross contamination from the equipment or material by brushing and then rinsing with available tap water. This initial step may be completed using a 5-gallon pail filled with tap water. Steam or a high-pressure water rinse may also be conducted to remove solids and/or other contamination.
- C. Wash the equipment with a phosphate-free detergent and tap water solution. This solution should be kept in a 5-gallon pail with its own brush.

- D. Rinse with tap water or distilled/deionized water until all detergent and other residue is washed away. This step can be performed over an empty bucket using a squeeze bottle or pressure sprayer.
- E. Rinse with methanol or other appropriate solvent using a squeeze bottle or pressure sprayer. Rinsate should be collected in a waste bucket.
- F. Rinse with deionized water to remove any residual solvent. Rinsate should be collected in the solvent waste bucket.
- G. Allow the equipment to air-dry in a clean area or blot with chemical-free paper towels before reuse. Wrap the equipment in tin foil and/or seal it in a plastic bag if it will not be reused for a while.
- H. Dispose of soiled materials and spent solutions in the designated IDW disposal containers.

3.4.3 Decontamination for Inorganic (Metals) Analyses

This procedure applies to soil sampling equipment used primarily in the collection of environmental samples submitted for inorganic constituents analysis. Examples of relevant items of equipment include split-spoons, trowels, scoops/spoons, bailers, and other small items.

- A. For plastic and glass sampling equipment, follow the steps outlined in 3.4.2 above, however, use a 10% nitric acid solution (acid in water) in place of the solvent rinse.
- B. For metal sampling equipment, follow the steps outlined in 3.4.2 above, however, use a 10% hydrochloric acid solution (acid in water) in place of the solvent rinse.

3.4.4 Decontamination of Submersible Pumps

This procedure will be used to decontaminate submersible pumps before and between ground-water sample collection points. This procedure applies to both electric submersible and bladder pumps. This procedure also applies to discharge tubing if it will be reused between sampling points.

- A. Prepare the decontamination area if pump decontamination will be conducted next to the sampling point. If decontamination will occur at another location, the pump and tubing may be removed from the well and placed into a clean trash bag for transport to the decontamination area. Pump decontamination is easier with the use of 3-foot tall pump cleaning cylinders (i.e., Nalgene cylinder) for the various cleaning solutions, although the standard bucket rinse equipment may be used.

- B. Once the decontamination station is established, the pump should be removed from the well and the discharge tubing and power cord coiled by hand as the equipment is removed. If any of the equipment needs to be put down temporarily, place it on a plastic sheet, (around well) or in a clean trash bag. If a disposable discharge line is used it should be removed and discarded at this time.
- C. As a first step in the decontamination procedure, use a pressure sprayer with tap water to rinse the exterior of the pump, discharge line, and power cord as necessary. Collect the rinsate and handle as IDW.
- D. Place the pump into a pump cleaning cylinder or bucket containing a detergent solution (detergent in tap water). Holding the tubing/power cord, pump solution through the pump system. A minimum of one gallon of detergent solution should be pumped through the system. Collect the rinsate and handle as IDW.
- E. Place the pump into another cylinder/bucket containing a 10% solution of solvent (methanol, or other designated solvent) in distilled/deionized water. Pump until the detergent solution is removed. Collect the rinsate and handle as IDW.
- F. Place the pump into another cylinder/bucket containing distilled/deionized water. Pump a minimum of 3 to 5 pump system volumes (pump and tubing) of water through the system. Collect the rinsate and handle as IDW.
- G. Remove the pump from the cylinder/bucket and if the pump is reversible, place the pump in the reverse mode to discharge all removable water from the system. If the pump is not reversible the pump and discharge line should be drained by hand as much as possible. Collect the rinsate and handle as IDW.
- H. Using a pressure sprayer with distilled/deionized water, rinse the exterior of the pump, discharge line, and power cord thoroughly, shake all excess water, then place the pump system into a clean trash bag for storage. If the pump system will not be used again right away, the pump itself should also be wrapped with aluminum foil before placing it into the bag.

3.4.5 Decontamination of Large Equipment

Consult the project-specific work plan for the location and construction details of the decontamination station. All heavy equipment decontamination activities shall be conducted on the decontamination station. The decontamination station shall be cleaned of accumulated soil, debris and water as necessary to allow equipment to pass through it without tracking soil, debris, mud or water out of the station. Upon arrival, and prior to leaving, all heavy equipment such as drill rigs, trucks, and backhoes shall be thoroughly cleaned of all soil or debris.

This can be accomplished using dry brushing methods if possible. If soil remains adhered to the equipment following dry brushing, than high-pressure water washing or steam cleaning shall be used to remove it.

Following the initial cleaning, only those parts of the equipment which come in close proximity to the sampling activities (i.e., auger stems, rods, backhoe bucket) must be decontaminated in between sampling events. This can be accomplished in two ways, steam cleaning or high pressure water wash and manual scrubbing. Equipment that is being used to manage debris to be buried or earthen materials being used to build the required cap does not need to be decontaminated as long as it remains on the site. If this equipment is to be removed from the site it shall be decontaminated immediately prior to its departure. This decontamination requirement also applies if equipment is to be moved via the public highway from one side of Chuctanunda Creek to the other.

4.0 QUALITY CONTROL

4.1 Field Blank Sample Collection

For quality control check of field equipment decontamination one field blank from the decontaminated equipment will be collected per day.

Field blanks are generally made by pouring laboratory-supplied deionized water into, over, or through the freshly decontaminated sampling equipment and then transferring this water into a sample container. Field blanks should then be labeled as a sample and submitted to the laboratory to be analyzed for the same parameters as the associated sample. Field blank sample numbers, as well as collection method, time and location should be recorded in the field notebook.

5.0 DOCUMENTATION

Specific information regarding decontamination procedures should be documented in the project-specific field notebook. Documentation within the notebook should thoroughly describe the construction of each decontamination facility and the decontamination steps implemented in order to show compliance with the project work plan. Decontamination events should be logged when they occur with the following information documented:

- Date, time and location of each decontamination event
- Equipment decontaminated
- Method
- Solvents
- Notable circumstances
- Identification of field blanks and decontamination rinsates
- Method of blank and rinsate collection
- Date, time and location of blank and rinsate collection
- Disposition of IDW

Repetitive decontamination of small items of equipment does not need to be logged each time the item is cleaned.

6.0 TRAINING/QUALIFICATIONS

All sampling technicians performing decontamination must be properly trained in the decontamination procedures employed, the project data quality objectives, health and safety procedures and the project QA procedures. Specific training or orientation will be provided for each project to ensure that personnel understand the special circumstances and requirements of that project. Field personnel should be health and safety certified as specified by OSHA (29 CFR 1910.120(e)(3)(i)) to work on sites where hazardous materials may be present.

7.0 REFERENCES

Not applicable.

END OF SECTION 01600

Division 02 - Site Work

Section 02080

Removal and Disposal of Asbestos

Part I - General

1.1 Description

- A. Furnish all labor, materials, licenses, facilities, equipment, services, employee training and testing, permits and agreements necessary to perform the work required for asbestos removal, encapsulation and enclosure in accordance with these specifications, the latest regulations from the U.S. Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the State of New York, the recommendations of the National Institute of Occupational Safety and Health (NIOSH), Standard 241 of the National Fire Protection Association (NFPA) and any other applicable federal, state, and local government regulations.

Whenever there is a conflict or overlap of the above references, the most stringent provision will apply.

- B. The work specified herein shall be performed by competent persons trained, knowledgeable and qualified in state-of-the art techniques of asbestos abatement, handling, and the subsequent cleaning of contaminated areas.

1.2 Scope of Work

- A. The work covered by this section shall include the removal and disposal of asbestos-containing and asbestos-contaminated material(s) from the remaining building section 20a, 36, 31 and 7 and debris pile at the former Mohasco Mills Complex in Amsterdam, New York.

<u>Building #</u>	<u>Material</u>	<u>Approximate Quantity</u>
20a	-Window Glaze	875 SF (approx. 1100 windows)
	-12"x12" White and Brown Floor Tile	40 SF
	-12"x12" Tan with Gray Floor Tile and Mastic	2,500 SF
	-Brown Sheeting and Mastic	110 SF
	-Mag Block Pipe Insulation	800 LF
	-Air Cell Pipe Insulation	800 LF
	-Tar Wrap Pipe Insulation	10 LF
	-Wool Felt Pipe Insulation	350 LF
	-Pipe Fitting Insulation	60 EA
	-Transite Electrical Panel	60 SF
<u>Building #</u>	<u>Material</u>	<u>Approximate Quantity</u>

36	-Gray Electrical Caulk	<1 SF
<u>Building #</u>	<u>Material</u>	<u>Approximate Quantity</u>
31		
<u>Building #</u>	<u>Material</u>	<u>Approximate Quantity</u>
7		
	-Panel Covering	800 SF
	Roof Flashing Cement	700 LF (On roof parapet)

- B. Extent of material removal, phase and work area designations, and information pertinent to each building section is illustrated on contract drawings. Project phasing is as follows:

Phase 1: Building 20a
Phase 2: Building 36
Phase 3: Building 31
Phase 4: Building 7

Note: Contractor must satisfy himself as to quantities and conditions, and base his bid accordingly. For the purpose of bidding, the contractor shall provide a bid that includes all labor, expenses, fees, insurance, bonding, disposal, overhead and profit to complete the removal and disposal of materials specified herein. Specific details pertaining to the asbestos abatement scope of work are indicated on the contract drawings.

Any discrepancies in quantities or locations noted by the contractor must be noted in writing and given to the City of Amsterdam before materials are removed so quantities can be independently verified.

- C. All asbestos-containing materials within the contract limits must be removed and disposed of unless specifically excluded in these specifications or on the drawings. The contractor shall be responsible for removal and disposal of any and all asbestos-containing materials excluded in these contract documents that are consequentially damaged as a result of the contractor's activities. Contractor shall bear all consequential costs incurred to the City of Amsterdam as a result of these activities (i.e. air sampling, etc.) Those materials shall be removed and disposed of as asbestos at no additional cost to the City of Amsterdam.
- D. Work involves abatement in two buildings and two remaining foundations at the referenced site. Refer to contract drawings for

detailed information regarding individual abatement work areas. Phasing and sequence of completion shall be coordinated with other work as indicated in project schedules or special conditions. In each instance, the contractor shall be responsible for the completion of the necessary removals, work area boundary and type (i.e. full containment, glovebags, large project, small project, etc.) as indicated on the drawings and compliance with appropriate federal, state, and local regulations. Combining phases shall not be allowed unless approved by the City of Amsterdam's representative and environmental consultant.

- E. The City of Amsterdam and Consultant cannot guarantee the structural integrity of the building areas to be abated and demolished. The contractor shall take all means necessary to ascertain the integrity of the structures for the completion of the work defined in this contract. Contractor shall be responsible for assessing extent of damage, obtaining the opinion of a local building official or currently registered New York State Professional Engineer or Registered Architect licensed in the State of New York as to the unsound/unsafe building condition.

General Requirements

The following general requirements apply for the project except where noted otherwise. These shall include, but not be limited to the following or as specified in the variance:

- Worker training, respiratory protection and medical examinations.
- Construct worker decontamination enclosure and establish negative air pressure differentials in work area(s) prior to work area preparation.
- Preparation of work areas; including precleaning, erection of temporary isolation barriers, containment and establishing negative pressure within the work area.
- Construction of worker and equipment decontamination enclosure systems.
- Provision of hot and cold running water for shower in worker decontamination enclosure system.
- Provision of temporary lighting and power to work areas including installation of ground fault interrupters.
- Provision of Building security in coordination with City of Amsterdam/City of Amsterdam's representative.
- Provision of site security to assure that no member of the public is able to gain access to the asbestos work area at any time.

- Provision of emergency evacuation plan.
- Provision for shower waste water disposal.
- Pre-abatement work area preparation inspection.
- EPA/NYS DOL Accredited Asbestos Abatement Supervisor on site during all abatement activities.
- Asbestos abatement following complete isolation of the work area.
- Maintenance of negative air pressure differential in all work areas.
- Protection of existing flooring during abatement for removal
- Selective demolition to access ACM materials for removal.
- Removal and disposal of abatement-containing and asbestos-contaminated materials (ACM) as indicated on the drawings.
- Glovebag abatement performed in accordance with OSHA regulation 1926.1101, and its Appendices F and G and NYS Applicable Variance AV-108, where applicable.
- Sealing and labeling of chase(s) from which ACM is not removed.
- Packing, labeling, transportation and disposal of contaminated material.
- Decontamination of work area(s) for final inspection and final clearance air sampling.
- Replace, repair and paint any surface disturbed by this work to original conditions.
- Replace or repair any mechanical or electrical systems disturbed during contractor activities.
- Final clean-up including repair, replacement and restoration of fixtures, floors, walls, wood surfaces and ceiling materials disturbed or damaged during abatement.
- Conformance with the City of Amsterdam's policies and procedures regarding work on the property.

1.3 Abatement Schedules and Related Work

- A. During the progress of the work, other contractors may be engaged in performing work. The contractor shall coordinate his work with the work of other contractors in such a manner as the City of Amsterdam or representative may direct. Contractor shall provide sufficient staff to complete work in the allowed time period.

- B. If the City of Amsterdam/representative determines that the contractor is failing to coordinate the work with the work of other contractors as they directed:
1. The City of Amsterdam shall have the right to withhold any payments due under the contract until the City of Amsterdam/City of Amsterdam's representative's directions are complied with by the contractor; and
 2. The contractor shall defend, indemnify, and hold the City of Amsterdam/City of Amsterdam's representative/environmental consultant harmless from any and all claims or judgments or damages and from any costs or damages to which the City of Amsterdam or his representatives may be subjected or which they may suffer or incur by reason of the contractor's failure to promptly comply with their directions.
- C. The City of Amsterdam cannot guarantee the responsibility, efficiency, unimpeded operations or performance of any contractor. The contractor acknowledges these conditions and shall bear the risk of all delays including, but not limited to, delays caused by the presence or operations of other contractors and delays attendant upon any construction schedule approved by the City of Amsterdam or his representatives and the City of Amsterdam or his representatives shall not incur any liability by reason of any delay.
- D. The contractor shall complete all asbestos, demolition, and site work within the schedule agreed to at project start up.

1.4 Pre-Bid Meeting

- A. Bidders shall attend a pre-bid meeting. Attendance at this meeting by the Bidders or his qualified representative will be recorded.
- B. At the time of opening of bids, each bidder shall acknowledge that he has investigated and satisfied himself as to 1) the conditions affecting the scope of work, including but not limited to, physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electric or other utilities which affect performance of the required activities, 2) the character and quantity of all materials and obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the City of Amsterdam or the City of Amsterdam's Representative, as well as information presented in drawings and specifications included with this contract. The City of Amsterdam is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the City of Amsterdam or the City of Amsterdam's Representative.

1.5 Bidder Evaluation

- A. The City of Amsterdam may make such investigation as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City of Amsterdam all such information and data for this purpose as the City of Amsterdam may

request. The City of Amsterdam reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the City of Amsterdam that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids shall not be accepted.

1.6 Definitions

A. The following definitions apply throughout the Contract Documents:

1. Aggressive Sampling - an air sampling technique whereby air samples are collected while fans or air circulating devices are operated in a work area, and while floors, walls, and other structural surfaces are swept with constant air movement to entrain any particles that may be present. Aggressive sampling shall be used at the completion of abatement to obtain final clearance air sampling data.
2. AIHA - The American Industrial Hygiene Association, 475 Wolf Ledges Parkway, Akron, Ohio 44311.
3. Airlock - a system (consisting of three curtained doorways) for permitting ingress or egress without permitting air movement between any two adjacent areas.
4. Air Monitoring - The process of measuring the fiber content of a specific volume of air in a stated period of time. Analysis of air samples shall be by Phase Contrast Microscopy in accordance with NIOSH Method 7400, and Transmission Electron Microscopy in accordance with EPA methodology.
5. Amended Water - water to which a surfactant has been added at a ratio according to the manufacturer's directions.
6. Area Air Sampling - any form of air sampling or monitoring where the sampling device is placed at a stationary location.
7. Asbestos Board - A sheet of fire-resistant material made from asbestos fiber and portland cement.
8. Asbestos Containing Material - (ACM)
9. Asbestos Handler - an individual who installs, removes, applies, encapsulates, or encloses asbestos or asbestos material or who disturbs friable asbestos.
10. Asbestos Handling Certificate - a certificate issued by the New York State Commissioner of Labor to a person who has satisfactorily completed an approved asbestos safety program.

11. **Asbestos Handling License** - a license issued by the New York State Commissioner of Labor pursuant to the provisions of Part 56, Title 12, NYCRR to a contractor engaged in the installation, removal, application, enclosure or encapsulation of asbestos or asbestos material or the disturbance of friable asbestos.
12. **Asbestos Project** - work undertaken by a Contractor which involves the installation, removal, encapsulation, application or enclosure of any asbestos or asbestos material, or the disturbance of friable asbestos. At the time that such disturbance occurs, the project shall become an asbestos project and all further work on that portion of the project which resulted in such disturbance, shall be conducted in accordance with the requirements of this specification. Where all asbestos work on a project is subcontracted to a Contractor with an asbestos handling license, only that part of work involving asbestos shall be deemed to be an asbestos project.
13. **Asbestos Removal/Abatement Operations** - all herein specified procedures pertaining to the removal of asbestos-containing materials and disposing of these materials at an EPA approved site.
14. **Asbestos Work Area** - a work space as indicated in the contract drawings within which all exposed surfaces, except those covered with asbestos-containing materials being removed, or unless otherwise specified and fixed equipment have been sealed with intact layer(s) of polyethylene sheeting. Any work resulting in the release of asbestos fibers must be performed in the asbestos work area.
15. **Authorized Visitor** - a representative of the City of Amsterdam, or a representative of any regulatory or other agency having jurisdiction over the project.
16. **Background Level Monitoring** - a method used to determine airborne asbestos fiber concentrations inside and outside of an abatement work area prior to starting an asbestos project.
17. **Building Owner** - the person or agency in whom legal title to the premises is vested unless the premises are held in a land trust, in which instance Building Owner means the person to whom beneficial title is vested.
18. **Clean Equipment Room** - a room between the holding room and non-work area which is part of the equipment/waste decontamination enclosure system. The clean equipment room comprises an airlock and must be maintained in uncontaminated condition at all times.
19. **Clean Room** - an uncontaminated room which is part of the worker decontamination enclosures system, with provisions for storage of workers' street clothes and protective equipment.
20. **Critical Barrier** - a unit of temporary construction which provides separation of an asbestos work area and an adjacent, potentially occupied space. The critical

barrier will be composed of at least two independent and intact sheets of 6-mil polyethylene. All seams shall be sealed airtight. Where applicable, barriers shall be framed and sheathed as described by NYS ICR-56.

21. **Curtained Doorway** - a device which is constructed of three overlapping sheets of 6-mil polyethylene sheeting over an existing or temporarily framed doorway.
22. **Differential Air Pressure System** - a portable, powered HEPA-filtered system used to exhaust air from the work area to outside the building. A differential pressure must be maintained at any point in the work areas no less than -0.025 inches water gauge relative to the pressure at any point outside the work area.
23. **Encapsulant** - a liquid material which can be applied to asbestos-containing material and which controls the release of asbestos fibers from the material by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).
24. **Encapsulation** - all herein specified procedures necessary to coat asbestos-containing material or asbestos contaminated surfaces with an encapsulant to control the possible release of asbestos fibers into the ambient air.
25. **Enclosure** - The construction of airtight walls, ceiling and floors between the asbestos material and the facility environment, or around surfaces coated with asbestos materials which prevents the release of asbestos materials.
26. **Environmental Consultant** - technical representative of City of Amsterdam.
27. **Equipment/Waste Decontamination Enclosure System** - a decontamination system for materials and equipment consisting of a designated area of the work area for a washroom, and holding room separated from the work area and from each other by two airlocks.
28. **Equipment Room** - a room which is part of the personal decontamination enclosure system, with provisions for storage of contaminated clothing or equipment. The equipment room shall be kept HEPA vacuumed and/or wet cleaned at the end of each shift.
29. **Final Clearance Level** - air samples for analysis using Phase Contrast Microscopy and/or Transmission Electron Microscopy will be collected under aggressive sampling conditions. The airborne asbestos level will be considered acceptable upon meeting the criteria specified.
30. **Fixed Object** - a unit of equipment or furniture in the work area which cannot be removed from the work area.
31. **Friable** - that condition of asbestos-containing materials that are capable of being crumbled, pulverized, crushed, or reduced to powder by hand pressure and released into the air.

32. **Glove Bag Technique** - a method for removing asbestos material from heating, ventilating, and air conditioning (HVAC) ducts, piping runs, valves, joints, elbows, and other non-planar surfaces in a non-contained work area. The glove bag assembly is a manufactured device consisting of a glove bag construction of at least six mil transparent plastic, two inward-projecting long sleeve gloves, which may contain an inward-projecting water wand sleeve, and internal tool pouch, and an attached, labeled receptacle or portion for asbestos waste. The glove bag is constructed and installed in such a manner that it surrounds the object or area to be contaminated and to contain all asbestos fibers released during the abatement process.
33. **Grade D Air** - Breathing air which has between 19.5% - 23% oxygen, no more than 5 mg/m³ of condensed hydrocarbons, no more than 20 parts per million (ppm) of carbon monoxide, no pronounced odor, and a maximum of 1000 ppm carbon dioxide.
34. **Ground Fault Circuit Interrupter** - A circuit breaker that is sensitive to very low levels of current leakage from a fault in an electrical system.
35. **HEPA Filter** - a high efficiency particulate air (HEPA) filter which has a tested and documented efficiency for trapping and retaining a minimum of 99.97% of a 0.3 micrometer (aerodynamic diameter) dioctylphthalate (DOP) test aerosol.
36. **HEPA Vacuum Equipment** - vacuuming equipment with a HEPA filtration system capable of collecting and retaining asbestos fibers.
37. **Holding Room** - a room between the washroom and an non-contaminated work area.
38. **Large Asbestos Project** - an asbestos project involving the installation, removal, disturbance, enclosure, or encapsulation of 160 square feet or more of asbestos or asbestos material or 260 linear feet or more of asbestos or asbestos material as defined by the New York State Industrial Code Rule 56.
39. **Minor Asbestos Project** - an asbestos project involving the installation, removal, disturbance, repair, encapsulation or enclosure of ten square feet or less of asbestos or asbestos material, or twenty-five linear feet or less of asbestos or asbestos material.
40. **Movable Object** - a unit of equipment or furniture in the work area which can be removed from the work area.
41. **Negative Pressure** - An atmosphere created in a work area enclosure such that airborne fibers will tend to be drawn through the filtration system rather than leak out into the surrounding areas. The air pressure inside the work area is less than that outside the work area.

42. **Personal Air Monitoring** - A method used to determine an individual's exposure to airborne fibers. The sample is collected outside the respirator in the person's breathing zone and analyzed in accordance with the OSHA reference method.
43. **Personal Decontamination Enclosure System** - a decontamination system for workers consisting of a clean room, a shower room, an equipment room, separated from each other and from the work area by three air locks.
44. **Plasticize** - to cover floors, walls, ceilings and other surfaces with 6-mil polyethylene sheeting as herein specified.
45. **Pre-cleaning** - the process of cleaning all non-contaminated objects, ceilings, wall and floors of a proposed work area using wet cleaning methods, HEPA vacuuming equipment, etc., before abatement work commences.
46. **PCM-Clearance Level** - a maximum total fiber concentration achieved under aggressive sampling conditions deemed acceptable in a work area at the completion of asbestos-related work. The PCM-clearance level criteria of less than 0.01 total fibers longer than or equal to 5 micrometers per cubic centimeter of air (f/cc) is required as determined by Phase Contrast Microscopy (PCM) in accordance with NIOSH Method 7400.
47. **Shower Room** - a room between the clean room and the equipment room in the worker decontamination enclosure system equipped with a shower with hot and cold or warm running water. The shower will be suitably arranged for complete showering during decontamination with a sufficient supply of soap at all times.
48. **Small Asbestos Project** - an asbestos project involving the installation, removal, disturbance, enclosure, or encapsulation of more than ten and less than 160 square feet of asbestos or asbestos material or more than twenty-five and less than 260 linear feet of asbestos or asbestos material.
49. **T.S.I.** - Thermal System Insulation
50. **Visible Emissions** - any emissions of particulate material or potentially contaminated liquid that can be seen without the aid of instruments.
51. **Washroom** - a room between the work area and holding area in the equipment/waste decontamination enclosure system. The washroom is separated from the work area and holding area by two air locks.
52. **Wet Cleaning** - the process of eliminating asbestos and particulate contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with amended water and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.
53. **Work Area** - designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is a work area which has

been sealed, plasticized, and equipped with a decontamination enclosure system. A non-contained work area is an isolated or controlled-access work area which has not been plasticized nor equipped with a decontamination enclosure system.

Roofing Terms:

- 54. Aggregate - (1) crushed stone, crushed slag, or water worn gravel used for surfacing a built-up roof; (2) any granular mineral material.
- 55. Asphalt - a dark brown to black cementitious material in which the predominating constituents are bitumens, which occur in nature or are obtained in petroleum processing.
- 56. Asphalt Felt - as asphalt-saturated felt or an asphalt coated felt.
- 57. Base Sheet - a saturated or coated felt placed as the first-ply in some multi-ply, built-up roof membranes.
- 58. Bitumen - the generic term for an amorphous, semi-solid mixture of complex hydrocarbons derived from any organic source. Asphalt and coal tar are the two bitumens used in the roofing industry.
- 59. Bituminous - containing or treated with bitumen. Examples: bituminous concrete, bituminous felts and fabrics, bituminous pavement.
- 60. Cricket - a superimposed construction placed in a roof area to assist drainage.
- 61. Deck - the structural surface to which the roofing or waterproofing system (including insulation) is applied.
- 62. Drain - a device that allows for the flow of water from a roof area.
- 63. Flashing - connecting devices that seal membrane joints at walls, expansion joints, drains, gravel stops, and other places where the membrane is interrupted. Base flashing forms the upturned edges of the watertight membrane. Cap or counterflashing shields the exposed edges and joints of the base flashing.
- 64. Flashing Cement - trowelable, plastic mixture of bitumen and asbestos (or other inorganic) reinforcing fibers and a solvent (a stiffer, more sag-resistant material than plastic cement).
- 65. Gravel - coarse, granular aggregate, containing pieces approximately 5/8-inch to 1/2-inch in size and suitable for use in aggregate surfacing on built-up roofs.
- 66. Insulation - a material applied to reduce the flow of heat.

- 67. Membrane - a flexible or semi-flexible roof covering or waterproofing layer, whose primary function is the exclusion of water.
- 68. Metal Flashing - metal flashing is frequently used a through-wall flashing, cap flashing, counterflashing, or gravel stops.
- 69. Reroofing - the practice of applying new roofing materials over existing roofing materials.
- 70. Roll Roofing - the term applied to smooth-surface or mineral-surfaced coated felts.
- 71. Tar - a brown or black bituminous material, liquid or semi-solid in consistency, in which the predominating constituents are bitumens obtained as condensates in the processing of coal, petroleum, oil shale, wood, or other organic materials.
- 72. Vent - an opening designed to convey water vapor or other gas from inside a building or a building component to the atmosphere, thereby relieving vapor pressure.

1.7 Asbestos Hazard

- A. Asbestos-containing material when damaged or disturbed is very friable. Wet methods are a primary means of controlling fiber release.
- B. Strict compliance with each of the provisions outlined in these specifications for the removal and handling of asbestos-containing material is of great importance, because:
 - 1. The inhalation of airborne asbestos fibers can cause very serious and often fatal disease.
 - 2. Workers may not be aware they are inhaling asbestos fibers.
 - 3. Symptoms of the disease do not appear for many years.
 - 4. Only the Contractor and his employees can prevent the inhalation of asbestos fibers and the development of asbestos-related disease.

1.8 Regulations

- A. The Contractor shall comply with applicable federal, state, municipal, and local regulations including but not limited to:
 - 1. Title 29, Code of Federal Regulations, Part 1926.1101, OSHA, U.S. Department of Labor.

2. Title 40, Code of Federal Regulations, Part 61, Sub-parts A and M, National Emission Standards for Hazardous Air Pollutants, (EPA).
 3. Code Rule 56, Title 12, New York State Department of Labor
 4. New York State Department of Environmental Conservation Waste transporter regulations, 6 NYCRR 364, "Waste Transporter Permits".
- B. Post all applicable regulations in a conspicuous place at the job site. Assure that the regulations are not altered, defaced or covered by other materials.

1.9 Applicable Publications

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

- A. Environmental Protection Agency (EPA):
- Regulations for Asbestos (Code of Federal Regulations Title 40, Part 61).
- Guidance for Controlling Friable Asbestos Containing Materials in Buildings, EPA 560/5-85-024.
- Asbestos Waste Management Guidance, EPA/530-SW-85-007.
- B. Occupational Safety and Health Administration (OSHA):
- Asbestos Regulations (Code of Federal Regulations Title 29, Part 1926, Subpart D, Section 1926.1101 including Appendices.
- C. National Institute for Occupational Safety and Health (NIOSH):
- A Guide to Respiratory Protection for the Asbestos Abatement Industry under NIOSH IA 85-06 and EPA DW 75932235-01-1.
- Respiratory Protection A Guide for the Employee."
- Respirator Decision Logic, DHHS (NIOSH) Publication No. 87-108"
- D. American National Standards Institute (ANSI):
- Z86.1-1973 Commodity Specification for Air.
- E. New York State Department of Labor, New York Code Rules and Regulations, Part 56, Title 12.

1.10 Patent Notice

- A. Techniques, procedures and equipment required by these specifications may be covered by one or more U.S. and/or foreign patents. It is the sole responsibility of the Contractor to determine what, if any, patents are applicable and to meet the requirements of the patent owner regarding the use of these patents.

1.11 Personnel Protection

- A. Prior to commencement of work, the workers shall be instructed by the contractor in the areas described in Section 1.13 "Submittals and Notices."
- B. Worker Protection - The Contractor shall comply with OSHA 29 CFR 1926.1101(h) (Respiratory Protection) and the US EPA Guidance Document, a Guide to Respiratory Protection for the Asbestos Industry under NIOSH IA 85-06 and EPA DW 75932235-01-1.
- C. The 8-hour time weighted average (TWA) airborne concentration of total fibers to which any occupant, employee, building maintenance and operations employee, contract tradesman or other building occupant may be exposed shall not exceed 0.01 fibers, longer than or equal to 5 micrometers, per cubic centimeter of air (f/cc) or background levels, whichever is greater as determined by phase contrast microscopy in accordance with the OSHA Reference Method.
1. Because there is no known safe level of exposure to asbestos, it is prudent to reduce worker's exposures to as low a level as possible. Proper respiratory protection is critical in minimizing exposure.

The following is a list of respirators and their associated "protection factors". (See definitions).

Respiratory Selection	Protection Factor
Half mask air purifying respirator equipped with high efficiency particulate air (HEPA) filters	10
Full face air purifying respirator equipped with HEPA filters	10*
Half face powered air purifying respirators equipped with HEPA filters	50
Full face powered air purifying respirator equipped with HEPA filters	50
Supplied air half face operated in pressure demand or positive pressure mode.	1,000

Full facepiece supplied air respirator
operated in pressure demand mode equipped
with an auxiliary positive pressure
self-contained breathing apparatus.

>1,000

- * Protection factor of any negative pressure respirator is 10 unless otherwise demonstrated by quantitative fit testing.
- 2. Workers shall be provided, as a minimum, with personally issued and marked respirators equipped with high efficiency particulate air (HEPA) filters approved by NIOSH to be worn in the designated work area and/or whenever a potential exposure to asbestos exists. Sufficient filters shall be provided for replacement as required by the workers or applicable regulations. Disposable respirators shall not be used.
- 3. No worker shall be exposed to levels equal to or greater than 0.01 f/cc as determined by the assigned protection factor of the respirator worn and the work area fiber levels.
- 4. Whenever type "C" respirator protection is used, compressed air systems shall be designed to provide air volumes and pressures to accommodate respirator manufacturer's specifications. The compressed air systems shall have a receiver of adequate capacity or other means to allow escape of all respirator wearers from contaminated areas in the event of compressor failure. Compressors must meet the requirements of 29 CFR 1910.134(d). Compressors must have an in-line carbon monoxide monitor equipped with an audible alarm. Periodic inspection, and calibration of the carbon monoxide monitor must be evidenced. Documentation of adequacy of compressed air systems/respiratory protection system must be retained on site. This documentation will include a list of compatible components with the maximum number and type of respirators that may be used with the system. Periodic testing of compressed air shall insure that systems provide air of sufficient quality (Grade D breathing air). Compressed air systems shall have an activated alarm system to warn workers of compressor failure.
- 5. Whenever powered purifying respirator protection is used, a sufficient supply of replacement batteries and HEPA filter cartridges shall be provided to the workers.
- 6. During encapsulation operations or usage of other organic base aerosols (e.g., spray glue, expanding foam), workers shall be provided with combination cartridges such as type GMB-H or equivalent respirator filter cartridges.
- 7. Workers shall be provided with sufficient sets of protective full-body clothing to be worn in the designated work area and/or whenever potential exposure to asbestos exists. Such clothing shall include, but not be limited to: full-body coveralls, headgear and gloves. Workers shall assure that hoods covering their hair are worn in the designated work areas at all times. Eye protection and hard

hats shall be provided as required by applicable safety regulations. Eye protection shall be worn during encapsulation operations. Non-disposable-type protective clothing and footwear shall be left in the equipment room until the end of the asbestos abatement work, at which time such items shall be disposed of as asbestos waste, or shall be thoroughly cleaned of all asbestos or asbestos-containing material. Disposable-type protective clothing, headgear, and footwear may be provided.

8. Nonskid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
9. Protective clothing shall not be worn in lieu of street clothing outside the work area.
10. **Results of personal monitoring shall be posted at each applicable decon location within 72 hours from collection.**

D. Visitor Clothing

1. The Contractor shall provide authorized visitors with suitable respirator, HEPA cartridges, protective clothing, gloves, headgear, eye protection, and footwear as described herein, whenever they enter the asbestos work area.

E. Decontamination and Work Procedures

1. The decontamination and work procedures to be followed by workers shall be posted in the equipment room and the clean room.

F. Work Area Entry and Exit Procedures

1. Entry and Exit: All persons shall enter and exit the work area through the personal decontamination enclosure system.
2. Entry/Exit Log: All persons who enter the work area or an enclosure shall sign the entry/exit log indicating date and time of entry and exit, located in the clean room, upon every entry and exit.
3. Knowledge of Procedures: All persons, before entering the work area, or an enclosure shall read and be familiar with all posted regulations, personal protection requirements, including work area entry and exit procedures, and emergency procedures. The entry/exit log heading shall indicate, and the signatures shall be used to acknowledge, that these have been reviewed and understood by all persons prior to entry.
4. Personal Protective Equipment: All persons shall proceed first to the clean room, remove all street clothing, store these items in clean sealable plastic bags or lockers and don coveralls, head covering, foot covering and gloves. All

authorized visitors shall also don NIOSH approved respiratory protection. Clean respirators and protective clothing shall be utilized by each authorized visitor for each separate entry into the work area. Respirators shall be inspected by the individual prior to each use and tested for proper seal using quantitative or qualitative fit checks.

5. Workers shall maintain their respirators. The condition of respirator shall be checked daily, and they shall be replaced when necessary.
6. Tools: Persons wearing designated personal protective equipment shall proceed from the clean room through the shower room to the equipment room, where necessary tools are collected and any additional clothing shall be donned, before entry into the work area.
7. Removal of Gross Contamination: Before leaving the work area, all persons shall remove gross contamination from the outside of respirators, and protective clothing by wet cleaning, and/or HEPA vacuuming.
8. Removal of Personal Protective Equipment: Persons shall proceed to the equipment room, where all coveralls, head covering, foot covering and gloves shall be removed. Disposable clothing shall be deposited into labeled containers for disposal. Reusable contaminated clothing, footwear, head gear and gloves shall be stored in the equipment room when not being used in the work area. Persons shall not remove respirators during this process.
9. Showering: Still wearing respirators, persons shall proceed to the shower area, clean the outside of the respirator and the exposed face area under running water prior to removal of the respirator, and then fully and vigorously shower and shampoo to remove residual asbestos contamination. Respirators shall be washed thoroughly with soap and water. Respirator filter cartridges shall be removed, wetted and disposed of in a container provided for the purpose. Some types of respirators will require slight modification of these procedures. An airline respirator with HEPA filtered disconnect protection shall be disconnected in the equipment room and worn into the shower. The particular respirator manufacturer's recommendations shall be followed.
10. Clean Room/Clothing: After showering and drying, all persons shall proceed to the clean room and don clean personal protective equipment if returning to the work area or street clothing if exiting the enclosure.
11. Workers within the containment area shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos-containing or contaminated materials and until final air clearance is completed.
12. Workers shall not eat, drink, smoke, or chew gum or tobacco in or near the asbestos work areas. Smoking is permitted outside the building only in areas designated by the City of Amsterdam.

13. Workers removing waste containers from the equipment decontamination enclosure shall enter the holding area from outside wearing a respirator and dressed in clean coveralls. No worker shall use this system as a means to leave or enter the washroom or the work area.

1.12 Submittals and Notifications

- A. The Contractor shall include with his bid the following:
 1. Contractor's NYSDOL Asbestos License.
 - 3 Name, address, and contact information of the building demolition subcontractor, if applicable.
 - 3 Name, address, and contact information for intended subcontractors.
- B. Prior to commencement of work, the contractor shall submit the following documents to the Environmental Consultant. **The documents shall be provided to the Environmental Consultant and/or the City of Amsterdam at least 10 days prior to the pre-construction meeting. No work will be allowed to start until these documents have been reviewed.** The City of Amsterdam reserves the right to disqualify the Contractor based on his submittals.
 1. Construction abatement schedule, including the following:
 - a. Phase area sequencing and timetable
 - b. Size, length and number of work shifts per day/per week.
 - c. Mobilization Schedule
 - d. Use of applicable variances or approved specific variances obtained by the contractor.
 - e. Location of anticipated staging areas. Final locations will be coordinated with the City of Amsterdam/City of Amsterdam's representative.
 2. Satisfactory proof that written notification has been provided to the EPA regional office with jurisdiction over the project area in accordance with Title 40 CFR Part 61 sub-parts A & M, National Emission Standards for Hazardous Air Pollutants, U.S. EPA; and the New York State Department of Labor in accordance with Part 56, Title 12 of the New York Code of Rules and Regulations.
 3. Proof that all required permits including New York State Department of Environmental Conservation waste transporter permits, disposal site locations, and arrangements for transportation and disposal of asbestos- contaminated materials, supplies and the like have been obtained.

4. A written description and plan of an emergency alarm system which would alert workers in the work area to fire or other emergency situation.
 5. Documentation certifying that all employees have received appropriate medical examinations and have successfully passed a fit test for the respirator to be worn. As a minimum, medical exams must be consistent with requirements in OSHA regulation 1926.1101.
 6. Provide copies of valid Asbestos Handling Certificates for all personnel demonstrating compliance with Code Rule Part 56, Title 12 of the New York State Department of Labor. Provide evidence (Training certificate or DOH-2832 form, preferred) of most recent training for all personnel. All personnel shall have had refresher training and/or initial training for their discipline within one year of the date of work.
 7. Written approval and/or permits, as necessary, from the local sanitary district office for the discharging of wastewater into the sanitary sewer system. Documentation must be submitted if permits are not required. Contractor shall be responsible for compliance.
 8. A written Hazard Communication Program that complies with the OSHA regulation 29 CFR 1910.1200. Material Safety Data Sheets (OSHA form 174 or equivalent) for all chemicals used during work performed under this section.
 9. A written description of plans for providing temporary power.
 10. A copy of the form(s) used by the contractor for maintenance of waste shipment records in compliance with EPA NESHAPS regulations.
 11. Manufacturers' certification that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to HEPA filtration requirements.
 12. Manufacturers certification for all materials used in the abatement project meet the requirements of these specifications (as applicable)
 13. Copies of any petitions for specific work variances to the NYSDOL along with the contractor's intended Applicable Variances to be used.
- D. The Contractor shall provide written notification to City of Amsterdam's representative of his intent to start work at least 10 days in advance. In no case will the Contractor start work until authorization to proceed is received.

1.13 Air Monitoring

- A. **Air Monitoring will be completed by the Project Monitor/Environmental Consultant.**

- B. The project monitoring firm will collect air samples in accordance with the New York State Department of Labor Industrial Code Rule 56 requirements. Samples will be analyzed by Phase Contrast Microscopy and Transmission Electron Microscopy (as applicable) by a New York State Department of Health Certified Laboratory.
- C. When visual inspections and/or air monitoring is required, the Contractor shall notify the City of Amsterdam and the Air Monitoring Firm, in writing, 48 hours excluding weekends and holidays, in advance of the day and time when the Contractor will be ready for such inspections or monitoring.
- D. Air monitoring results generated by the Air Monitoring Firm shall not be used by the Contractor to represent compliance with regulatory agency requirements for monitoring of worker's exposure to airborne asbestos, nor shall any other activity on the part of the Air Monitoring Firm represent the Contractor's compliance with applicable health and safety regulations.

1.14 Environmental Consultant

- A. An Environmental Consultant will be employed to advise the City of Amsterdam in matters pertaining to the work performed in accordance with these specifications and requirements.
- B. The site representative of the Environmental Consultant is authorized by the City of Amsterdam to have free access to all asbestos work areas, to assist in interpretation of procedures, and to advise on provisions of the Contract Documents pertaining to the control of asbestos.
- C. Site representatives of the Environmental Consultant may stop the asbestos abatement contractors work if in the course of performing their monitoring duties, they observe an instance of substantial non-conformance with the contract documents and/or a situation presenting a health hazard to workers or City of Amsterdam employees. Work shall not resume until corrective measures have been carried out.
- D. Any stop work orders issued by the City of Amsterdam or the environmental consultant pursuant to the above provisions will not be grounds for claims to be made by the contractor for damages caused by the associated delay nor will it extend the contract completion date.
- E. The Environmental Consultant will act as the City of Amsterdam's liaison in technical matters involving the asbestos-related work.
- F. The Environmental Consultant will perform air sampling in accordance with ICR-56 requirements during the project. The Contractor shall cooperate fully with the Consultant and ensure the cooperation of his workers during collection of air samples and work area inspections.
- G. **The Environmental Consultant's role in advising the City of Amsterdam on environmental health matters does not relieve the Contractor's obligation to comply**

with all applicable health and safety regulations promulgated by the federal, state, and local governments. Air monitoring results generated by the Environmental Consultant shall not be used by the Contractor to represent compliance with regulatory agency requirements for monitoring of worker's exposure to airborne asbestos, nor shall any other activity on the part of the Environmental Consultant represent the Contractor's compliance with applicable health and safety regulations.

- H. When visual inspections or air monitoring are specified, the Contractor shall notify the City of Amsterdam and the Environmental Consultant forty-eight hours, excluding weekends and holidays, in advance of the day and time when the Contractor will be ready for such inspections or monitoring.

1.15 Licensing and Certification - New York State Department of Labor Requirements

- A. The Contractor must hold a current, valid asbestos handling license issued by the Commissioner of Labor.
- B. A copy of a valid asbestos contractor license shall be submitted with the bid.
- C. A copy of the contractor's license shall be conspicuously displayed proximate to but outside the work area during the duration of the project.
- D. The Contractor shall permit only those persons who hold valid asbestos handling certificates to engage in work on this project.

1.16 Work Area Inspections

- A. The Contractor shall request an inspection in writing to the Environmental Consultant/Project Monitor at least 24 hours in advance of the time that the inspection is required. The contractor supervisor must conduct a thorough inspection of work area prior to requesting review by the environmental consultant.
 - 1. Work Area Preparation Inspection
 - a. After preparation of the work area and decontamination enclosure system(s), the project monitor shall conduct an inspection to review completeness of work and preparation as per the specification requirements.
 - b. No abatement operations shall commence without the approval of the project monitor following a work area preparation inspection.
 - 2. First Clean Inspection
 - a. The Environmental Consultant shall conduct an inspection of all surfaces to verify the asbestos containing material has been removed and all surfaces in the work area have been wet cleaned

using rags, mops, and sponges in accordance with ICR-56. Acceptability of this condition will be determined by the Environmental Consultant during the inspection.

3. Final Visual Inspection

- a. After completion of the abatement operations, the Environmental Consultant shall inspect the work area to verify cleanliness of the area. Inspection will be completed following their abatement and cleaning as defined by the ICR-56. The work area and equipment must be free of all visible asbestos-containing material, debris, dust and water.

1.17 Notice and Record Keeping - New York State Department of Labor Requirements

- A. The Contractor shall maintain for at least thirty (30) years, a record of each asbestos project in which the Contractor engages. Such record shall include the following information: the name, address, and social security number of the person who shall supervise the asbestos project; the amount of asbestos or asbestos material that was installed, removed, enclosed, applied, encapsulated, or disturbed; the starting and completion date of the asbestos project; the name and address of the deposit or waste disposal site or sites where the asbestos waste material was deposited or disposed of; the name and address of any sites that were used for the interim storage of asbestos or asbestos waste materials prior to final deposit or disposal; the name and address of any transporters that were used to transport asbestos waste material; the name, address and social security number of all persons who were engaged in the asbestos project.
- B. The Contractor will provide a complete copy of the New York State required record of the project to the City of Amsterdam at the completion of the project.

Part 2 - Products

2.1 Materials

- A. Deliver all materials in original packages, containers, or bundles bearing the name of the manufacturer and the brand name.
- B. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.
- C. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Materials that become contaminated shall be disposed of in accordance with applicable regulations.
- D. Polyethylene **flame retardant** sheet, of six mil thickness shall be used unless otherwise specified. Polyethylene sheeting shall be sized to minimize the number of joints.
- E. Wherever framing and sheathing materials are necessary, the contractor shall provide minimum, 3/8" gypsum board, or plywood, and metal or wooden 2" x 4" wall studs unless otherwise specified.
- F. Waterproof tape shall be capable of sealing joints of adjacent sheet of polyethylene and for use in attachment of polyethylene sheet to finished or unfinished surfaces of similar materials and shall be capable of adhering under dry and wet conditions, including use of amended water.
- G. Sealable polyethylene bags of 6 mil minimum thickness shall be used. Bags shall be sized to fit within drums specified below.
- H. Sealable drums, if required, of 30 to 55 gallon capacity shall be of fiber or metal with tightly fitting lids. The drums and bags shall be labeled in accordance with OSHA or U.S. EPA requirements and shall be air and water tight.
- I. Glove bags, if necessary, shall be six (6) mil clear polyethylene, minimum size of 43" x 63", approved and labeled for removal and containment of asbestos material.
- J. Provide spray adhesive for sealing polyethylene to polyethylene.
- K. Provide protective devices such as, but not limited to, disposable clothing, respirators, gloves, hard hats, etc.
- L. Wetting agent shall be a mixture of 50:50 polyoxyethylene ether and polyoxyethylene ester or equivalent commercially available product. Wetting agent shall be of low toxicity, non-carcinogenic and shall not be an eye, respiratory system or skin irritant.

2.2 Encapsulants and Sealants

- A. Where usage is applicable, encapsulant materials shall be a bridging and penetrating type with the following characteristics:
 - 1. Encapsulant shall adhere to the substrate and new fireproofing in accordance with requirements of the fireproofing.
 - 2. Encapsulants shall not be solvent-based or utilize a hydrocarbon in the liquid in which the solid parts of the encapsulant are suspended.
 - 3. Encapsulant shall not be flammable.
 - 4. Encapsulant shall be compatible with the anticipated asbestos replacement product.
- B. A non-hardening lagging sealer for enclosing and sealing raw exposed edges and surfaces of asbestos-containing materials.
- C. Fire Resistance Sealants shall be compatible with concrete, metals, wood, cable jacketing, etc. Sealant shall prevent fire, smoke, water and toxic fumes from penetrating through sealants. Sealants shall have a flame spread, smoke and fuel contribution of zero, and shall be ASTM and UL rated for 3 hours for standard method of fire test for firestop systems.
- D. Noncombustible expanding foam shall be used to seal penetrations in work areas unless otherwise specified.

2.3 Tools and Equipment

- A. Provide suitable tools for removal of asbestos-containing roofing materials. **Wire brushes and pressure washers shall not be used as a means of removing or cleaning asbestos-containing materials from surfaces.**
- B. Provide sufficient number of HEPA-filtered vacuum cleaners equipped with wet pick-up adapters, steel floor wands, crevice tools, and carpet tools.
- C. Airless sprayers capable of spraying amended water shall be provided in sufficient number to allow continuous uninterrupted work.
- D. All air filtration devices shall utilize high efficiency particulate absolute (HEPA) filtration systems.

- E. **Transportation Equipment:** Transportation equipment, as required, shall be suitable for loading, temporary storage, and unloading of contaminated waste without exposure to persons or property, and shall be quite in motion if used within the building.
- F. **Wastewater filtering system** shall be a series of filters with decreasing rated pore size ending with a 5-micron filter(s). Filter media shall be of the disposable cartridge type and will be disposed of as ACM waste.
- G. **Power tools** used to drill, cut, saw or otherwise disturb asbestos material shall be equipped with HEPA filtered local exhaust ventilation.
- H. **Ladders and/or Scaffolds for Work Performance and Visitors:** The contractor shall make available to authorized visitors, ladders and/or scaffolds of sufficient dimension and quantity so that all work surfaces can be easily and safely reached. All scaffold joints and ends shall be sealed with tape to prevent incursion of asbestos. Scaffolds and ladders shall comply with all applicable codes.

Part 3 - Execution

3.1 Utilities

- A. In coordination with City of Amsterdam/City of Amsterdam's representative, ensure that all electrical power terminating in the work area, including but not limited to outlets and lights, are disconnected and can not be re-energized during the course of the work. Ensure that all power lines which transit the work area and are necessary for the continued operation of services in areas outside the work area are identified, labeled and protected adequately in order not to pose a hazard to workers during the course of work.
- B. Provide temporary power and lighting as necessary, and ensure safe installation of temporary sources and equipment per applicable electrical code requirements. Provide waterproof safety lighting and incorporate ground fault interrupter circuits at power sources of all electrical equipment.
- C. Water service will shall be the responsibility of the Contractor. All costs shall be included in contractor's bid. The contractor shall secure and maintain all hoses and connections in a leak free state at all times.
- D. The contractor shall be responsible for providing temporary water heaters during the project sufficient to provide hot water service to the decontamination chambers upon demand.

3.2 Fire Alarm Systems – Not Used

3.3 Decontamination Enclosure Systems

- A. Decontamination enclosure systems shall be constructed prior to preparation activities.
- B. Personal decontamination enclosure systems shall be provided outside the work area and attached to all locations where persons will enter or exit the work area. One system at a single location for each contained work area shall be required as a minimum. Decontamination facilities shall be constructed in accordance with New York State ICR-56 and/or specific variance approved for the project.
- C. Rooms and Configuration: The personal decontamination enclosure system shall consist of a clean room, a shower room, and an equipment room, in series, separated from each other and from the work area by three airlocks.
- D. Showers: There shall be one shower per six full shift abatement persons calculated on the basis of the largest shift.
- E. Enclosure Security: When the personal decontamination enclosure system is situated near an area of public access, it shall be fully framed, sheathed for safety and constructed to prevent unauthorized entry.
- F. The chambers shall be constructed of 3 1/2" metal, wood or plastic framing with two independent layers of opaque, six mil polyethylene sheeting.

1. Chamber wall sheeting shall be a minimum of 3/8" thickness and shall be applied to the work side of the barrier.
 2. Chamber floors sheeting shall be of at least two layers of six mil reinforced polyethylene and shall extend up the wall a minimum of 12".
 3. Access between chambers shall be through a curtained doorway constructed by placing three independent layers of polyethylene sheets overlapping at least three feet over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway. Curtained doorways shall be weighted at the base so as to limit the ingress of air into the work area.
 4. All chambers must be kept in clean/sanitary conditions at all times. Accumulation of used materials, debris, and other non-sanitary conditions will not be permitted.
- G. Prefabricated or trailer units: All prefabricated or trailer decontamination units must be constructed or modified to meet all requirements of this specification and shall be completely decontaminated and sealed prior to separation and removal from the work area.
- H. Clean Room: The clean room shall be sized to accommodate all authorized persons. Benches, lockers and hooks shall be provided for street clothes. Shelves for storing respirators shall also be provided. Clean clothing, replacement filters for respirators, towels and other necessary items shall be provided. The clean room shall not be used for the storage of tools, equipment or materials. It shall not be used for office space. A lockable door shall be provided to permit access to the clean room from outside the work area or enclosure. It shall be used to secure the work area and decontamination enclosure during off-shift hours.
- I. Shower Room: The shower room shall contain one or more showers. Each shower head shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. Uncontaminated soap, shampoo and towels shall be available at all times. Shower water shall be drained, collected and filtered through a system with at least 5.0 micron particle size collection capability. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filtration system by large particles. Filtered wastewater shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste.

- J. Equipment Room: The equipment room shall be used for the storage of equipment and tools after decontamination using a HEPA filtered vacuum and/or wet cleaning. A one day supply of replacement filters, in sealed containers, for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other material and equipment that may be required during the abatement project may also be stored here. A walk-off pan filled with water shall be located in the work area just outside the equipment room for persons to clean foot coverings when leaving the work area. A drum lined with a labeled, at least six mil plastic bag for collection of clothing shall be located in this room. Contaminated footwear and work clothes shall be stored in this area.
- K. Location of decontamination enclosure systems must be approved by the City of Amsterdam/Environmental Consultant prior to construction.
- L. All decontamination enclosure systems shall be cleaned by the Abatement Contractor after each work shift and shall be recorded in the project log by the Abatement Contractor.

3.4 Precleaning

- A. Preclean fixed objects within the work areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate. Enclose with two layers of 6-mil polyethylene sheeting sealed with tape in accordance with ICR-56.

3.5 Precleaning of Movable Objects

- A. Movable objects within the work area shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning. Such objects shall be removed from the work area to an uncontaminated location.

3.6 HVAC Systems

- A. In coordination with City of Amsterdam/City of Amsterdam's representative, shut down and isolate HVAC systems to prevent contamination and fiber dispersal to other areas of the building. Openings to all ducts, fans, louvers and plenums shall be sealed with two layers of polyethylene sheeting prior to start of removal. No HVAC systems are expected to be operable in the affected buildings.

3.7 Electrical; Conduits, Boxes, Devices, and Cables

- A. All electrical conduit joints, boxes, devices and cable systems within the work area can be demolished and disposed.

- B. All loose cables and wiring present in any work area can be removed and disposed.

3.8 Mechanical Equipment

- A. All mechanical equipment within work areas may be precleaned and sealed with tape and two layers of six-mil polyethylene sufficient to prevent water penetration during asbestos operations or demolished and removed prior to abatement so long as it does not disturb any ACM.

3.9 Emergency Exits

- A. Maintain emergency and fire exits from the work areas.
- B. A diagram of all emergency and fire exits must be prepared, and displayed in a conspicuous location in the clean room.

3.10 Critical Barriers

- A. Temporary isolation partition, louvers and fire dampers to air shafts, elevators and corridors, and other temporary critical barriers shall be constructed as follows:
 - 1. Construct barriers of metal or wood studs and joists, maximum 16" o.c. with minimum 3/8" gypsum or fire retardant sheathing or equivalent on work side only unless otherwise noted.
 - 2. Cover both sides of the framing with two layers of 6-mil polyethylene sheet with joints staggered and sealed with tape. Edges of partition at floor, walls, and ceiling shall be caulked airtight. Barrier shall be airtight.
- B. Seal off all openings, including but not limited to corridors, doorways, ducts, grills, diffusers, pipe chases, drains, grates, and any other penetrations of the work areas, with polyethylene sheeting sealed with tape. Use caulking where necessary. Doorways which will not be used for passage during work must be sealed by first applying tape over the gap between the closed door and the door frame and the gap between the bottom of the door and the floor. Then apply polyethylene sheeting over the door and seal it with tape to the wall and to the floor. Seal windows by applying two layers of polyethylene sheeting sealed independently to the wall with tape. Elevator shaft ports for pressure equalization shall be vented to the outside or non-work area using airtight chambers constructed of a minimum 3/8" fire retardant sheeting over a metal or wood framing members spaced sixteen inches center to center.
- C. At any time during the abatement activities after barriers have been erected, if visible worksite debris is observed outside of the work area or

damage occurs to barriers, work shall immediately stop. Repairs will then be made to barriers, and debris/residue shall be cleaned using appropriate HEPA vacuuming and wet cleaning procedures.

- D. Daily inspection and smoke testing of all barriers shall be performed by the Contractor and shall be recorded in the daily project log. These daily inspections shall occur prior to the start of a work shift and upon the completion of the same work shift. After the Environmental Consultant has reviewed the work area for decontamination enclosure, critical barriers and the polyethylene sheeting applications, a minimum of 12 hours settling period is required before abatement work activities will be allowed to commence.

3.11 Floors

- A. All floors, except those specifically excluded by an applicable project specific variance, will be covered with two layers of 6 mil polyethylene sheeting, extending a minimum of 12 inches up each wall. Polyethylene shall be sized to minimize seams. All seams within a layer shall be separated by a distance of at least six feet and sealed air tight.
- B. All polyethylene layers will be sealed with tape at all joints and edges.
- C. Adjoining sheets of polyethylene shall overlap each other by a minimum of 12 inches.

3.12 Wall Surfaces

- A. All wall surfaces, except those specifically excluded by an applicable variance, shall be covered with polyethylene sheeting consisting of two layers of 6 mil thickness, sealed with tape at all joints and edges. Polyethylene shall be sized to minimize seams. All seams within a layer shall be separated by a distance of at least six feet and sealed air tight.
- B. Adjoining sheets of polyethylene shall overlap each other by a minimum of 12 inches.
- C. First layer of wall polyethylene will be installed between first and second layer of floor polyethylene. Second layer of wall polyethylene will overlap second layer of floor polyethylene.
- D. Any glass broken by the Contractor during abatement activities will be replaced at his expense.

3.13 Ceiling Surfaces

- A. Ceiling surfaces, except those specifically excluded by an applicable project specific variance, which will remain intact throughout the abatement process will be covered with two layers of six mil

polyethylene sheeting extending a minimum 12 inches down each wall. The first layer shall overlap the first layer of wall polyethylene; the second layer shall overlap the second layer of wall polyethylene.

3.14 Differential Air Pressure Systems

- A. The work area shall have a differential air pressure of -0.02" H₂O relative to work site perimeters whenever the work is being performed, including removal, gross clean-up encapsulation of surfaces, and final air clearance air monitoring.
- B. Differential air pressure shall be continuously monitored by the Contractor using a recording instrument equivalent to Dwyer Instrument Co., "Photohelic Gauge" connected to a circular chart recorder.

Connect recording instrument to an audible alarm which will activate at pressure differential of -0.02 inches water gauge air pressure.

Defective or nonoperating instrumentation may require temporary ceasing of work until instrumentation is replaced.

- C. HEPA Exhaust Units: If more than one primary HEPA exhaust unit is installed, the units shall be turned on at a time and the integrity of wall barriers, for secure attachments or the need for additional reinforcement, shall be checked. Units connected in series shall be considered a single unit for this test. A minimum of one additional unit, having a capacity at least equal to that of the primary unit, shall be installed as a backup to be used during primary unit filter changing and upon primary unit failure.
- D. Power Supply: The contractor shall be responsible for verifying the available power supply and providing supplemental power as necessary to satisfy the requirements of the total of all ventilating units. Ventilation units must be on separate circuits with independent circuit breakers. City of Amsterdam *will not* provide power supply for contractor use. All costs to provide sufficient power shall be the responsibility of the Contractor.
- E. Power Failure: On electric failure, abatement shall stop immediately and shall not resume until power is restored and exhaust units are operation fully. On extended power failure, longer than one hour, the decontamination facilities, after the evacuation of all persons from the work area, shall be sealed airtight.
- F. Air Changes: HEPA exhaust ventilation equipment shall be installed and operated to provide at least four air changes in the work area every hour. In calculating the exhaust equipment requirements, the full, related

capacity of the equipment shall not be used. A design capacity reduced to account for inefficiencies and duct losses will be used instead.

- G. **Openings in Enclosure:** Openings made in the enclosure system to accommodate these units shall be made airtight with tape and/or caulking. Where possible, only the intake and the filter access panel shall remain within the work area to permit filter changing, while minimizing equipment contamination and the likelihood of contamination of non-work areas.
- H. **Installation and Care:** Negative pressure HEPA filtered exhaust ventilation units shall be exhausted to the outside of the building or structure and away from occupied areas. Proper installation, air monitoring, and daily inspections shall be conducted to insure that the ducts do not release asbestos into uncontaminated areas. Fans, ducts, and joints shall comply with the following:
 - 1. **Ducts:** Ducts of at least equivalent shape and dimension as that of the negative pressure ventilation exhaust shall be used to exhaust to the outside of the building or structure.
 - 2. **Airtight System:** All fans, ducts, and joints shall be sealed, braced, and supported to maintain an airtight system.
- I. **Exhaust Location:** At no time shall the negative pressure ventilation unit exhaust within 50 feet of a receptor or adversely affect the air intake of the building/structure or other buildings/structures.

3.15 Maintenance of Decontamination Enclosure Systems and Work Area Barriers

- A. **Pre-abatement Settling Period:** Upon completion of the construction of all plastic barriers and decontamination system enclosures and prior to beginning actual abatement activities, a twelve (12) hour settling period shall be allowed to insure that barriers will remain intact and secured to walls and fixtures.
- B. **Inspection of Barriers:** All plastic barriers inside the work area, in the personal decontamination enclosures system, in the waste decontamination enclosure system, and at partitions constructed to isolate the work area from occupied areas, shall be inspected by the asbestos contractor supervisor at least twice daily. The barriers shall be inspected before the start of and following the completion of a day's abatement activities. Inspections and observations shall be documented in a daily project log.
- C. **Repairs to Barriers and/or Enclosure Systems:** Damage and defects in the barriers and/or enclosure systems shall be repaired immediately upon discovery and prior to resumption of abatement activities.
- D. **Testing of Barriers and Enclosures Systems:** With the negative air pressure ventilation units in operation, smoke tubes shall be used to test the effectiveness of the work area barriers and the personal and waste decontamination enclosure

systems. These tests shall be performed prior to the beginning of abatement activities and at least once a day thereafter until satisfactory clearance air monitoring results have been achieved. Test results, observations, and any modifications shall be documented in a daily project log.

- E. Loss of Enclosure Integrity: At any time during the abatement activities, if visible emissions are observed outside of the work area or if damage occurs to the barrier, work shall be stopped, repairs made, and visible residue immediately cleaned up using HEPA vacuuming and/or wet cleaning methods prior to the resumption of abatement activities.
- F. Daily Cleaning of Enclosures: The employer shall HEPA vacuum and/or wet clean the waste decontamination enclosure system.

3.16 Equipment and Material Removal Procedures

- A. Clean external surfaces of ACM bags or containers, materials, and equipment thoroughly by wet sponging or HEPA vacuuming before moving such items into the equipment decontamination enclosure system washroom for final cleaning and removal to uncontaminated areas. Equipment, materials, and containers shall be free of all visible debris and dust. **No items shall be removed from the work area without first notifying the Environmental Consultant or City of Amsterdam.** All items shall be subject to inspection by the Environmental Consultant who will designate items requiring further decontamination of visible debris and dust. Ensure that personnel do not leave the work areas through the equipment decontamination enclosure system unless otherwise directed or noted.

3.17 Electrical Work

- A. The Asbestos Abatement Contractor shall engage the services of a licensed Electrician to remove lighting fixtures, speakers, smoke detectors, electrical devices and associated electrical equipment. No equipment will be removed or disassembled until the Asbestos Abatement Contractor has completed area preparations for asbestos removal. The electrician retained shall normally be engaged in the business of electrical work. A copy of the electrical license shall be submitted to the City of Amsterdam prior to any electrical work.
- B. Loose wires, cables, etc., can be removed and disposed.
- C. Removal of electrical fixtures and devices and related equipment shall accommodate reinstallation or replacement of the same as specified. **Devices, fixtures, etc., may be removed in their entirety.**
- D. The Electrician shall temporarily seal all electrical openings with caps, seals, or "duct seal" type compounds to prevent entrance of water during asbestos removal operations.

- F. Upon completion of removal, tagging and cataloging, the Electrician shall turn over the items to the asbestos abatement Contractor for disposal or decontamination, Decontamination shall be as prescribed under "Equipment Removal Procedures" herein.

3.18 Not Used

3.19 Removal of Asbestos Containing Materials

- A. Dry Removal or Disturbance: No dry removal or disturbance of asbestos materials shall be permitted.
- B. Wetting Requirements: The asbestos material shall be wetted frequently with amended water using airless sprayers. Sufficient time shall be allowed for penetration to occur prior to abatement activities. All friable materials shall be saturated. All non-hygroscopic asbestos material (e.g., amosite) shall be thoroughly wetted on a continuous basis.
- C. Handling: Asbestos material on detachment from the substrate shall be directly bagged or dropped into a flexible catch basin and subsequently bagged. Asbestos material may not be dropped distances greater than ten feet.
- D. Chutes: Where asbestos material must be dropped distances greater than ten feet, inclined, dust tight, enclosed chutes shall be used.
- E. Handling Large Components: Large components, removed intact, shall be wrapped in two layers of at least six mil plastic sheeting, secured, and made airtight with tape.
- F. Sharp-edged Components: Asbestos waste material with sharp-edged components that may tear the plastic bags or sheeting shall be placed into hardwall containers and sealed airtight.

3.20 Removal of Asbestos Containing Pipe Insulation

The contractor shall be responsible for the removal of all ACM pipe insulation within the containment boundaries as specified. The procedure to follow is to be used as a general guideline only. The contractor shall be responsible for methods and sequences to perform the work.

- A. Pipe Insulation: Remove outer metal, tar paper, or other protective jacketing as necessary. Cut and separate metal bands if applicable. Prior to disturbing the insulation, saturate the exterior of the covering with amended water to limit fiber release. Locate the section length (typically three feet) and cut around the circumference at the end of the attached section. Twist the section to ensure it is free from the pipe. Locate the upper and lower half seam, position one seam at the top of the pipe, and saturate the seam to be cut with amended water. After positioning and wetting the insulation, cut along the length of the section and carefully open each half. Immediately saturate the exposed inner surface

thoroughly with amended water. Lower both halves into 6-mil polyethylene disposal bags. Insulation shall not be placed or allowed to fall on the floor. Debris falling on the floor shall be picked up and placed in disposal bags immediately. Brush with a soft bristle brush (**Do Not Wire Brush**), HEPA-vacuum, and wet wipe pipe to remove all debris remaining on the pipe.

B. Fitting Insulation Removal

Saturate fitting insulation with amended water. Remove fitting insulation using scraping tools, hand pressure, and brushing. Immediately saturate the exposed inner surface thoroughly with amended water. Insulation shall not be removed by striking, chipping, or wire brushing the surfaces. Deposit fitting insulation directly into 6-mil disposal bags. Fitting insulation shall not be placed or allowed to fall on the floor. Debris falling on the floor shall be picked up and deposited in disposal bags immediately. Brush (with soft bristle brush), HEPA-vacuum, and wet wipe fitting to remove all debris left on fitting.

3.21 Pipe Penetrations at Walls, Floors, or Ceilings

- A. Asbestos-containing insulation in pipe sleeves shall be removed wherever possible.

3.22 Removal of Thermal System Tank/Breeching/Gasket Insulation

- A. Spray asbestos material with amended water, using airless sprayers, or spray equipment recommended by the surfactant manufacturer and capable of providing “mist” application to reduce the release of fibers. Saturate the material sufficiently to wet it to the substrate without causing excess dripping or delamination of the material. Spray the asbestos material continuously during work process to maintain wet conditions and to minimize asbestos fiber dispersion.
- B. Remove the saturated asbestos material in small sections. As it is removed, place the material in sealable 6-mil polyethylene bags. Material shall not be allowed to dry out prior to insertion into the bags. Material shall not be permitted to accumulate on floors and other surfaces in the work area.
- C. After removal of asbestos-containing material, all surfaces shall be wetted and wiped, or brushed with a soft-bristle brush removing all residual accumulated material. After wiping or brushing, surfaces shall appear free of visible material and residue.

3.23 Removal of Transite

Asbestos-containing transite panels shall be removed in accordance with NYSDOL ICR-56 requirements, or in accordance with a project specific variance.

- A. The transite panels shall be completely wetted with amended water prior to disturbance. Panels shall be removed only by removal of fasteners and not by breaking or cutting. Upon removal of panel, immediately wrap with two layers of poly sheeting and seal with tape. The wrapped panel shall then be appropriately labeled as an asbestos containing material.
- B. The surface from which the panel was removed shall then be cleaned by wet wiping and/or HEPA vacuuming.

3.24 Removal of Vinyl Asbestos Floor Tile, Vinyl Floor Sheeting (Linoleum), and Underlying Mastic

Vinyl asbestos floor coverings shall be removed in accordance with the project specific variance and as indicated on the drawings.

A. Work Area Preparation:

- 1. All movable objects shall be removed from the work area.
- 2. Decontamination Facilities shall be constructed in accordance with NYS ICR-56 subpart 56-9.
- 3. Work areas shall be sealed off with isolation barriers in accordance with NYS Code Rule Section 56.8.1(j).
- 4. Work area walls shall be covered with two (2) layers of 6 mil polyethylene sheeting in accordance with NYS ICR-56.
- 5. Negative air pressure ventilation, in accordance with NYS ICR-56, shall be provided and the air inlet from the work area shall be at or near floor level.

B. Vinyl Floor Covering Removal Procedures

- 1. The vinyl floor covering shall be dampened with a fine spray of amended water before proceeding with removal. All floor surfaces in the work area shall be kept damp throughout the removal process.
- 2. All floor tiles shall be removed using manual methods only. Power tools, grinders, and other maskings which may produce dust during removal are not allowed.

3. Floor tiles shall be bagged in woven polypropylene disposal bags immediately upon removal and then placed in 6-mil labeled disposal bags and disposed of by methods described herein.
4. The entire work area including wall, floor, and other surfaces, shall be HEPA-vacuumed and/or wet cleaned following vinyl floor covering removal.

C. Mastic/Underlayments Removal

1. Before beginning removal of mastic, contractor shall ensure that all floor penetrations are sealed appropriately to prevent spread of contamination to floor below. If chemicals are used to remove the mastic, the contractor should be aware that these materials will dissolve expandable foams and caulking. Contractor shall use extreme care if these chemicals are used to ensure that they do not come into contact with sealing materials. The contractor is responsible for cleaning any debris outside containment boundaries.
2. Upon completion of removal of floor tile waste from the work area and inspection of floor penetrations, the contractor shall begin the removal of the mastic.
3. The contractor shall scrape by hand all mastic within a one foot radius of all floor penetrations. Removal of all mastic shall be in accordance with NYSDOL requirements.
4. If chemical solvents are used, contractor shall carefully apply the material using squeegees or similar applicators. To improve ventilation, box fans shall be used accordingly during mastic removal. Keep chemical solvents away from sparks and such possible ignition sources as HEPA units, vacuums, etc. Proper fire extinguishers shall be available in the removal area at all times.
5. Mastic shall be thoroughly cleaned from all affected surfaces. The Environmental Consultant shall inspect the area following inspection by contractor. Any mastic residue that can be manually scraped up from the subfloor shall be removed.
6. The entire work area shall be recleaned prior to the first clean inspection.
7. If the contractor opts to utilize a "bead blaster" to remove mastic, he shall be responsible for repairing the floor as necessary to the flooring contractor's satisfaction.

3.25 Crawlspace Asbestos Removals

- A. All existing standing water in crawl spaces shall be drained from crawlspaces, filtered in accordance with Article 3.21, I for filtered wastewater. Removals shall

be completed using wet methods. All loose visible asbestos-containing and asbestos contaminated debris shall be removed from wall and floor surfaces. All piping insulation in crawlspace shall be removed and disposed in its entirety.

3.26 Glove Bag Work Areas

- A. Glove bag work areas shall be completed as indicated on the contract drawings and as described in the "Conditions" portion of Applicable Variance #108 and any approved variance pertinent to the project. The contractor is responsible for compliance with the conditions stated in the variance(s) and requirements set forth in Title 29 CFR Part 1926.1101 of the OSHA Asbestos Standard for the Construction Industry. Perimeter air monitoring as described by the conditions shall be conducted by the Environmental Consultant. Coordination of air sampling requirements with the Environmental Consultant will be the contractor's responsibility.
- B. Glove Bag Technique: The following procedures are general only and serve to supplement the "Conditions" in Applicable Variance #108 and any approved variance pertinent to the project. The contractor must carefully follow all instructions provided by the glove bag manufacturer. Two workers shall be required for each glovebag that is to be used to perform the removal project. The contractor shall cover the floor with one layer of 6 mil polyethylene sheeting, in the form of a runner, directly beneath the glovebag removal area.
 - 1. Each worker shall don protective full-body clothing and respiratory protection.
 - 2. The contractor shall inspect the pipe insulation for damage on the system where glovebag work is to be performed prior to any glovebag removal activity.
 - 3. Damaged pipe insulation shall be thoroughly wetted with amended water and the entire length of the pipe shall be wrapped in polyethylene sheeting and shall be taped airtight.
 - 4. One layer of duct tape shall be applied around the pipe insulation at each location where the glovebag will be attached.
 - 5. All tools and materials necessary for removal shall be placed into the pouch located inside the glovebag.
 - 6. One strip of duct tape shall be placed along the edge of the open top slit of the glovebag for reinforcement.
 - 7. The glovebag shall be placed around the section of pipe to be worked on the top and shall be stapled together through the reinforcing duct tape. Staple the bag together at intervals of approximately one inch. Fold the

stapled top flap back and tape it with a strip of duct tape. Seal each end around the working area with tape to form a tight seal.

8. The contractor shall conduct a smoke test on the glovebag to ensure integrity. If leaks are found, they shall be taped closed using duct tape and the bag should be re-tested with smoke. This process shall be repeated until the glovebag is airtight.
9. Prior to insulation removal, the wand from the airless sprayer shall be inserted through the water sleeve and the entire work area shall be saturated. The airless sprayer shall possess a hose long enough to allow the sprayer unit to remain on the floor. Using duct tape, tape the water sleeve tightly around the wand to prevent air leakage.
10. One worker shall direct the amended water spray at the work while the other worker places his hands into the long-sleeved gloves.
11. Remove all bands and/or metal insulation jacket material with tin snips. Fold sharp edges inward to prevent cutting the bag when material is placed in the bottom.
12. With the insulation exposed, use a flexible, heavy gauge wire "bone saw" with ring handles at each end to cut the insulation at each end of the section to be removed inside the glovebag. Throughout this process, amended water shall be sprayed on the cutting area to keep dust to a minimum.
13. Once the ends are cut, the section of insulation shall be slit from end to end using a utility knife. The cut shall be made along the seam of the pipe insulation and amended water shall be continuously directed at the area.
14. Spray all tools with amended water inside the bag and place back into pouch.
15. Open the seams and thoroughly saturate both inner and outer surfaces.
16. Carefully remove the insulation section from the piping and gently place it in the bottom of the bag.
17. While the polyethylene bag is still in place, wet wipe piping and scrub with a nylon brush until it is visibly clean of ACM residue.
18. The pipe, the interior of the bag, the insulation, and tools shall be thoroughly wetted with amended water. Any pipe insulation ends exposed by the repair shall be sealed with wettable cloth, end caps, encapsulate, or any compatible combination of these measures.

19. Remove the water wand of the airless sprayer from the water sleeve and attach the small nozzle from a HEPA-filtered vacuum. Turn on the vacuum briefly, only to collapse the bag.
 20. Remove the vacuum nozzle and twist the water sleeve closed and seal with duct tape.
 21. From outside the bag, with the glovebag collapsed and the asbestos material in the bottom of the bag, twist the bag several times and tape the twist to seal the section. The tools may be pulled through with one or both glove inserts, thus turning the gloves inside out. Twist the glove and place duct tape over the twisted portion and then cut the tool bag under water from the glovebag, cutting through the twisted/taped section. Place the sealed tool bag with the tools into a bucket of amended water, open the bag under water, and decontaminate as necessary.
 22. With the removed insulation in the bottom of the bag, twist the bag several times and tape it to keep the material in the bottom during removal of the glovebag from the pipe.
 23. Slip a 6 mil disposal bag over the glovebag (still attached to the pipe). Remove the tape in order to open the top of the glovebag and fold it down into the disposal bag.
 24. Twist the top of the disposal bag closed, fold this over, and seal with duct tape. Label the disposal bag within approved warning label.
- C. Upon completion of the work, the glovebag removal area floor polyethylene sheeting shall be wet-wiped, picked up, and disposed of as asbestos waste. Floors in the area shall be wet mopped and all horizontal surfaces within 10 feet of the glovebag area shall be wet wiped and/or HEPA vacuumed.
 - D. The Environmental Consultant shall verify the cleanliness of the work area by conducting a final clearance inspection. If any visible asbestos material, debris, dust, or water are found in the work area, the contractor shall repeat the final cleaning process as prescribed herein.
 - E. After the contractor has completely removed equipment and materials from the work area, the City of Amsterdam, environmental consultant, and contractor shall conduct an inspection of the area to ensure it is in an acceptable condition.

3.27 Removal of ACM Roofing Materials

- A. The Contractor shall remove and dispose of asbestos-containing roofing materials in accordance with the contract drawings and specifications, and NYSDOL applicable variance AV-119. Removal of roofing materials shall be performed to the limits indicated on the contract drawings. Roofing removal from any affected building shall not occur until all interior work associated with this contract has been completed.

- B. A copy of any applicable or project specific variance utilized during the project shall be conspicuously posted at the entrance to the personal decontamination enclosure.
- C. The cordoning off of the work area and the associated warning signs shall comply with Industrial Code Rule 56-8.1 (B) and/or variances pertinent to the work.
- D. A personal decontamination enclosure system and a waste decontamination enclosure system, which may be "remote" from the work area but otherwise comply with provisions of Industrial Code Rule 56-9, or variances pertinent to the project.
- E. The Contractor shall utilize manual methods to remove and clean the ACM from the roof. The use of powered roof cutting equipment will be permitted only on roof areas where the cutting is performed outside the limits of the ACM flashing and patching.
- F. Any residue left after the gross debris has been removed shall be hand cleaned using non-metallic brushes.
- G. The Contractor shall keep ACM damp throughout the entire removal and cleaning procedure. Contractor shall avoid over saturation of roofing.
- H. All surfaces from which ACM and asbestos contaminated materials were removed shall be temporarily protected from the elements.
- I. Roof drains shall remain operational at all times including maintenance of proper pitch to drains.
- J. All blocking in contact with ACM flashing and patching shall be thoroughly cleaned or removed.

3.28 Removal and Disposal of Window Caulk, Window Wall, & Window Units

This contract includes the removal and disposal of asbestos window caulking. Refer to Contract Drawings and Article 1.2 of this specification.

- A. Contractor shall removal and dispose of all window caulking/glazing/sealants at areas designated on drawings.
- B. Contractor may remove and dispose of entire window unit in its entirety. All residual caulking shall be removed and disposed as asbestos

3.29 Removal and Disposal of Electrical Insulation Within Conduit

Removal of electrical insulation within metal conduit shall be performed utilizing cut and wrap techniques.

- A. Metal conduit sections shall be opened at joints and wiring inside wetted with amended water. The wiring shall then be cut and the ends of the conduit sealed airtight with tape.

- B. The conduit sections can then be removed from the mounting surface or hanger and lowered to floor/ground level.
- C. The conduit sections may be bundled as appropriate, then wrapped with two independent layers of polyethylene and sealed airtight. The wrapped material shall then be labeled prior to removal from work area.

3.30 Daily Cleaning

- A. Asbestos-containing debris and contaminated water shall be cleaned from the work area daily or after each work shift using wet methods and HEPA vacuuming equipment. Asbestos debris and water shall be placed in bags, sealed, and either stored or removed from the work area.
- B. Worker decontamination enclosure system, clean room, shower, and equipment room shall be cleaned daily. Clean room floor shall be kept dry and free of any waste.

3.31 Encapsulation

Where applicable, encapsulation shall commence in accordance with ICR-56 upon completion of the following:

- A. All ACM has been removed, properly contained, and removed from the work area.
- B. Contractor has cleaned up the work site of all loose debris and water and disposed of it as ACM.

Upon completion of the above and during the first 12 hours settling period:

- A. Contractor shall conduct a complete visual inspection to ensure that all surfaces from which asbestos containing and contaminated materials have been removed are free of visible residue or asbestos debris.
- B. The Environmental Consultant shall then verify the removal of specified materials by conducting a first clean inspection.
- C. All encapsulant shall be applied in accordance with the manufacturer's recommendations. The following surfaces within the work area shall be sprayed with a tinted encapsulant:
 - 1. Entire layer of polyethylene sheeting, both walls and floor.
 - 2. **Any surfaces that were not the subject of removal or other remediation activities, excluding mechanical equipment, devices,**

gauges, valves, junction boxes, electrical equipment panels, etc. Surfaces to be encapsulated include walls, deck, above-ceiling surfaces in work areas, interior of wall chases, and open concrete block walls.

3.32 Equipment/Waste Removal Procedures

A. Large Asbestos Projects

1. **First Cleaning:** External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the work area before moving such items into the waste decontamination enclosure system washroom by persons assigned to this duty. These work area persons shall not enter the airlock between the washroom and the holding room.
2. **Second Cleaning:** Once in the waste decontamination enclosure system, external surfaces of contaminated containers and equipment shall be cleaned of all visible debris, asbestos or otherwise, by wet cleaning.
3. **Re-containerizing:** The cleaned containers of asbestos material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated plastic bags or sheeting as the item's physical characteristics demand, and sealed airtight by workers in the holding room. Workers in the holding room may not enter the washroom area.
4. **Removal to Airlock:** The clean re-containerized items shall be moved into the holding area. The washroom persons shall not enter this airlock. Workers shall exit the waste decontamination system through the work area and personnel decontamination system.
5. **Removal to Holding Area:** Containers and equipment shall be moved from the airlock and into the holding area by persons dressed in clean personal protective equipment, who have entered from uncontaminated areas.
6. **Holding Carts:** The cleaned containers of asbestos material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
7. **Enclosed Security:** The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
8. **Enclosure Restrictions:** Where the waste removal enclosure is part of the personal decontamination enclosure, waste removal

shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.

3.33 Handling of Asbestos-Contaminated Waste

A. Bagging ACM Waste

Bags of asbestos-containing waste shall be sealed with tape in the work area. Asbestos waste shall not be allowed to dry out prior to sealing bags. While in the work area, bags shall be decontaminated of any bulk debris by wet wiping. Utilizing the equipment decontamination enclosure system, bags shall be passed into the wash room where they will be thoroughly decontaminated by wet sponging with amended water. Decontaminated bags will then be passed directly into the holding room where they will immediately be placed in a second clean bag and sealed with tape. Bags shall be marked with the label prescribed by OSHA and in accordance with NESHAPS 40 CFR Part 61 requirements. Ensure that the containers are removed from the holding area by workers who have entered from uncontaminated areas dressed in clean coveralls. The Environmental Consultant must be notified prior to removal of materials from the work area.

B. Handling of Contaminated Water

Contaminated water from the work area shall not be disposed of in the shower room. Contaminated water must be filtered through a separate 5.0 micron filter into a sanitary drain.

1. All water from any asbestos abatement work area including shower waste will be filtered through a filter having a maximum rated pore size of 5 micrometers (um) before being discharged. Used filters will be disposed of as ACM waste.
2. A holding tank located inside the work area is recommended in case the capacity of the filter is exceeded during active periods such as showering out.
3. All wastewater shall be discharged in an approved manner. No wastewater discharge will be allowed to enter a storm sewer, open drainage basin, small body of water, an individual residential drywell or septic system, or as client request.

3.34 Final Cleanup and Final Clearance

- A. **Second Cleaning and Sheeting Removal:** After the first cleaning, at least twelve hours shall be allowed for asbestos to settle. Thereafter, all objects and surfaces in the work area shall be HEPA vacuumed and/or wet cleaned. The remaining plastic, on walls and floors only, shall then be removed. All critical barriers on windows, doors, HVAC system vents and all other opening shall remain sealed. The negative pressure ventilation units shall remain in continuous operation.
- B. **Third Cleaning:** After the second cleaning, at least twelve hours shall elapse before HEPA vacuuming and/or wet cleaning all surfaces in the work area. The negative pressure ventilation units shall remain in continuous operation during the settling periods and the third cleaning.
- C. **Removal of Waste:** All containerized waste shall be removed from the work area and the holding area.
- D. **Removal of Tools and Equipment:** All tools and equipment shall be removed from the work area and decontaminated at an appropriate time in the final cleaning sequence.
- E. The Contractor shall perform a complete visual inspection of the work area under adequate lighting to ensure the work area is free of visible asbestos material, debris and dust.
- F. The Environmental Consultant shall verify the cleanliness of the work area by conducting a final clearance inspection. If any visible asbestos material, debris, dust or water are found in the work area, the contractor shall repeat the final cleaning process as prescribed herein.
- G. Clearance air sampling by PCM will be performed in each area using aggressive air sampling techniques unless otherwise noted or directed. Air samples will be analyzed by phase contrast microscopy. The samples must show airborne concentrations of total fibers below 0.01 fibers per cubic centimeter (f/cc).
- H. ***Following successful PCM clearance sampling results, Transmission Electron Microscopy (TEM) final clearance sampling may be conducted if deemed necessary by the environmental consultant.***
- I. If final clearance aggressive air sampling does not demonstrate compliance with the clearance criteria, the work area shall be recleaned. The aggressive sampling technique shall then be repeated.
- J. If final clearance air sampling meets the clearance criteria and the critical barriers, decontamination enclosure systems and air exhaust systems shall be removed.

1. All polyethylene sheeting and HEPA filters shall be disposed of as asbestos waste.
- K. After the Contractor has completely removed equipment and materials from the work area, the City of Amsterdam, Environmental Consultant and Contractor shall conduct an inspection of the area to ensure it is in an acceptable condition.

3.35 Final Clearances

Required air sampling and analysis using:

- A. Phase Contrast Microscopy (PCM) samples will be collected utilizing aggressive sampling techniques as required by NYSDOL ICR-56. The sample analyses must indicate airborne concentrations of total fibers below 0.01 fibers per cubic centimeter (f/cc), or background level, whichever is greater.
- B. Phased Contrast Microscopy (PCM) for glovebag work areas will be collected utilizing static sampling techniques unless otherwise indicated. The sample analyses must indicate airborne concentrations of total fibers below 0.01 fibers per cubic centimeter (f/cc).
- C. All other types of clearance samples for asbestos abatement areas will be collected utilizing aggressive sampling techniques unless otherwise indicated.

3.36 Transportation of Waste and Disposal of Asbestos

- A. The Contractor shall ensure that the asbestos waste is transported to the waste disposal site. The sealed bags and or containers shall be deposited at the burial site.
- B. Waste Manifest System
 1. The Contractor shall establish a manifest system (chain of custody) that accounts for all asbestos waste. The manifest system shall be described in writing and will be subject to the approval of the Environmental Consultant. The Contractor must be able to demonstrate custody over all asbestos waste from the time it is removed from the work area until it is deposited at the landfill. The Contractor must complete the Asbestos Waste Shipment Record for all waste shipped off site.
 2. Copies of the manifest, written description, and any receipts generated during the handling and disposal process shall be provided to the Environmental Consultant and the City of Amsterdam.

3. **Final manifests and landfill receipts shall be provided to the Environmental Consultant and City of Amsterdam within fifteen (15) working days of the removal of asbestos materials from the site by the waste hauler.**
- C. It is the responsibility of the Contractor to comply with current Federal, State, and local regulations concerning the waste handling, transportation, and disposal of ACM.
- D. The Contractor will document actual disposal of the waste at the designated landfill by maintaining waste shipment records for each shipment in accordance with EPA NESHAPS 40 CFR 61.
- E. Vehicles used to transport asbestos waste must be marked during loading and unloading of waste so that signs are visible. The markings must conform to EPA NESHAPS requirements.
- F. Vehicles used to transport containerized asbestos waste must have an enclosed carrying compartment or utilized a covering sufficient to contain waste and prevent damage to containers.
- G. **The carrying compartment of asbestos waste transport vehicles must be lined with polyethylene sheeting to contain leakage of asbestos waste should containers be damaged during transport.**

3.37 Project Closeout

- A. Prior to final payment, and before the issuance of a final certificate for payment in accordance with the provisions of the Contract Documents, Contractor shall comply with the requirements set forth herein.
- B. The work under this section shall include but is not limited to the execution of the following principal items as they apply to Prime Contractors for Project Closeout:
 1. Consent of surety for final payments.
 2. Submittal of EPA waste shipment record forms signed by the contractor, transporter, and landfill operator for each shipment of asbestos waste.
 3. Data generated by negative pressure recording instruments for each day of asbestos abatement.
 4. Assurance, satisfactory to the City of Amsterdam, that unsettled claims will be settled and that work not

actually be completed and accepted will be completed without any undue delay.

5. Guaranties, Warranties and Bonds required by the General Conditions and any other extended guaranties or warranties stated in the Technical Sections of the Specifications.
6. Temporary facilities, services, surplus materials, rubbish and similar appurtenances have been removed and/or restored.

SECTION 02200 - EARTHWORK TERMS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Definition of Earthwork Terms

1. **SOURCE** shall mean those areas from which the material is derived. These sources shall also meet with the approval of the Owner before any material is delivered to the project.
2. **ORGANIC MATERIAL** shall mean fibrous mats of roots, decaying vegetation, peat, garbage and sanitary wastes.
3. **UNSTABLE MATERIAL** shall mean debris, frozen materials, topsoil, organic silts, quicksand, and such other soft or loose material which does not remain in position when cut for excavations or which does not have sufficient bearing power to support the loads placed upon it.
4. **TOPSOIL** shall mean the surface layer of soil and shall be free from refuse or any material toxic to plant growth. Topsoil shall also be free from subsoil, woody vegetation, stumps, roots, brush, stones, clay lumps, or similar objects larger than 2 inches in greatest dimension except in lawn areas where maximum size shall be 1 inch. Sod and herbaceous growth such as grass and weeds need not be removed but shall be thoroughly broken up and mixed with the soil during handling operations. Topsoil shall meet the following requirements unless otherwise specifically stated in the plans or proposal.
 - a. The pH of the material shall be between 5.5 and 7.0.
 - b. The organic content shall be not less than 2% nor more than 20%.
 - c. Gradation:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
2 inch*	100
1 inch	85 to 100
1/4 inch	65 to 100
No. 200 Mesh	20 to 80

*For lawn areas, maximum sieve size shall be one (1) inch.

The Contractor may amend natural topsoil with approved materials and by approved methods to meet the above specifications.

5. **EARTH** shall mean all excavated material not classified as loose rock or solid rock.
6. **SELECT EARTH** shall mean sand not more than 40 percent passing No. 200 sieve, fine gravel, or similar non-cohesive material which may contain stones or pebbles not more than 10 percent of which may be over one inch (1") diameter and none over two inch (2")

diameter; it shall contain no lumps, debris, organic, or frozen matter.

7. COMMON EARTH shall mean sand, loam, clay, silt, gravel, topsoil, or similar materials free from debris, frozen materials and containing some rock fragments, stones, pebbles and lumps not exceeding 10 inches in their largest dimension.
8. SAND shall mean clean, hard, strong, durable, inert and uncoated grains, free from injurious amounts of dust, lumps, soft flaky particles, shale, alkali, organic matter, loam or other deleterious substances and meet the requirements of NYSDOT Section 703-01 fine aggregate.
9. GRANULAR FILL shall consist of sandy gravel or gravelly sand, free of organic material, loam, trash, snow, ice, frozen soil or other deleterious materials, and well graded within the following limits:

<u>Total Sample</u>	<u>% Passing</u>
6 inch	100
No. 10	30-100
No. 40	0-60
No. 200	0-8

10. RUN-OF-BANK GRAVEL shall consist of hard, durable particles free from appreciable amounts of clay, loam, cemented sand or other deleterious matter and shall meet the following grading requirements:

<u>Total Sample</u>	<u>% Passing</u>
Passing 3" sieve	100
Passing 1-1/2" sieve	70-90
Passing #4 sieve	35-60
Passing #50 sieve	Not more than 15

11. LOOSE ROCK shall mean nested boulders and such other rocks which are decomposed, stratified or shattered to an extent that a modern 175 horsepower hydraulic excavator fitted with rock ripping appurtenances will remove them.
12. SOLID ROCK shall mean large boulders each more than one cubic yard in volume and such other rocks which cannot be removed as described under loose rock.
13. CLASS I BEDDING shall mean a uniform mixture of crushed stone ranging in size from 1/4" to 1-1/2".
14. WASHED GRAVEL shall mean gravel conforming to A.S.T.M. C-33 size 57.
15. CRUSHED STONE shall mean clean, durable, sharp angle fragments of rock of uniform quality consisting of size designation 1 and 2 as defined by the New York State Department of Transportation Specification 703-02.
16. CRUSHER RUN shall consist of the residual material resulting from the crushing of clean, washed crushed stone, but in no cases shall contain organics or other deleterious materials.

17. **FILTER SAND** shall mean sand conforming to ASTM C-33, fine aggregate.
18. **UNCLASSIFIED EXCAVATION** shall consist of the excavation and disposal of all materials of any description, encountered in the course of construction unless otherwise specified in the contract.
19. **TRENCH AND CULVERT EXCAVATION** shall consist of the excavation of all culverts, pipelines, and other minor structures including but not limited to leaching basins, catch basins, field inlets, manholes and drop inlets.

END OF SECTION

SECTION 02210 - SITE GRADING

A. PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Provide topsoil, select earth, gravel and crushed stone where necessary to complete the work.**
- B. Handling of rubble from building demolition and other sources.**

1.2 SUBMITTALS

- A. Ph and organic test report on top soil, gradation and moisture-density compaction reports on select earth, gravel and crushed stone gradation.**
- B. Samples from each source of material shall be made available to the Construction Manager and Engineer for approval and testing purposes one week prior to its use.**

D. PART 3 - EXECUTION

3.1 PLACING MATERIAL

- A. Start after approval of the Construction Manager.**
- B. Top Soil - The areas on which top soil is to be placed shall be shaped to a reasonably true surface of no more than 6" below finished grade. Top soil shall be spread, compacted by rolling, and shaped to the lines and grades required by raking and re-rolling. The entire surface shall be free of any stones, roots, sods, weeds and other undesirable matter. All trucks and other equipment shall be excluded from the topsoiled areas. The total compacted depth of top soil shall be $6" \pm 1/2"$.**
- C. Select Earth - All areas requiring fill material to establish the grades shown on the plans for subgrade shall be made with select earth unless otherwise noted. Material existing on the project site may be used for select earth providing it conforms to the material requirements described herein. Select earth shall be placed in layers not exceeding 8" and each layer compacted to the prescribed density by any approved means the Contractor elects to use which will insure attaining the required density for the full depth of each layer.**
- D. Engineered soil cap as specified by ROD and as detailed on the drawings.**

3.2 DRAINAGE

- A. At all times during earthwork construction, the Contractor shall provide and maintain ditches, temporary pipes, and/or other temporary construction at his own expense to insure proper drainage for the area.**
- B. The Contractor will be responsible for repairing, at his own expense, any ruts, gullies, sloughage, slides, and cleaning or repairing any catch basins which become plugged during the course of construction and until the contract is terminated.**
- C. Ditches shall be cut to an even grade with a uniform cross section. The completed ditches shall be**

free from irregularities which will create either pools or eddies.

3.3 COMPACTION

- A. Select earth shall be compacted to not less than 95% of maximum density unless noted otherwise. The maximum density of select earth will be determined by A.S.T.M. test method D1557, method C or D. Field test will be determined by A.S.T.M. D1556.

END OF SECTION

SECTION 02221 - BUILDING DEMOLITION**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of buildings and structures.
 - 2. Demolition and removal of site improvements adjacent to a building or structure to be demolished.
 - 3. Disconnecting, capping or sealing, and abandoning in place site utilities.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for temporary construction, protection facilities, and environmental-protection measures for building demolition operations.
 - 2. Division 2 Section "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of building demolition.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or recycled.

1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during building demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.
 - 1. Coordinate with Owner's city engineer, who will establish special procedures for removal and salvage.

1.5 SUBMITTALS

- A. Qualification Data: For demolition firm
- B. Proposed Environmental-Protection, Dust-Control, and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- C. Schedule of Building Demolition Activities: Indicate the following:
 - 1. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
 - 2. Interruption of utility services.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Locations of temporary protection and means of egress, including for other tenants affected by building demolition operations.
 - 5. Coordination of Owner's continuing occupancy of adjacent buildings and partial use of premises.
- D. Inventory: After building demolition is complete, submit a list of items that have been removed and salvaged.
- E. Pre-demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by building demolition operations. Submit before Work begins.
- F. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- G. Statement of Refrigerant Recovery (if necessary): Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.

- E. Predemolition Conference: Conduct conference at Project site. Review methods and procedures related to building demolition including, but not limited to, the following:
1. Inspect and discuss condition of construction to be demolished.
 2. Review structural load limitations of existing structures.
 3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review and finalize protection requirements.

1.7 PROJECT CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of Work.
- B. One building immediately adjacent to demolition area will remain occupied during the project. Conduct building demolition so this building's operations will not be disrupted.
1. Provide not less than 72 hours' notice to Owner of activities that will affect adjacent building's operations.
 2. Maintain access to existing walkways, exits, and other adjacent occupied or used facilities.
 - a. Do not close or obstruct walkways, exits, or other occupied or used facilities without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for buildings and structures to be demolished.
1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: Asbestos abatement to be completed in buildings to be demolished prior to building demolition, unless other methods are approved by the New York State Department of Labor.
1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.

1.8 COORDINATION

- A. Arrange demolition schedule so as not to interfere with Owner's on-site operations and neighborhood tenants.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory Soils: Comply with requirements in Division 2 Section "Earthwork."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of building demolition required.
- B. Review Project Record Documents of existing construction provided by Engineer. Owner does not guarantee that existing conditions are the same as those indicated in Project Record Documents.
- C. Inventory and record the condition of items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements are encountered, investigate and measure the nature and extent of the element. Promptly submit a written report to Engineer.
- E. Perform or Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
- F. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 PREPARATION

- A. Refrigerant: Remove and store refrigerant according to 40 CFR 82 and regulations of authorities having jurisdiction.
- B. Existing Utilities: Locate, identify, and seal or cap off utilities serving buildings and structures to be demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If utility services are required to be removed, relocated, or abandoned, before proceeding with building demolition provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
 - 3. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
- C. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition.
- D. Removed and Salvaged Items: Comply with the following:
 - 1. Clean salvaged items of dirt and demolition debris.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area.

5. Protect items from damage during transport and storage.

3.3 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during demolition and reinstalled in their original locations after demolition operations are complete.
- C. Existing Utilities: Maintain utility services indicated to remain and protect them against damage during demolition operations.
 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
 - a. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.
- D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, covered passageways, and the Chuctanunda Creek where required by authorities having jurisdiction and as indicated. Comply with requirements in Division 1 Section "Temporary Facilities and Controls."
 1. Protect existing site improvements, appurtenances, and landscaping to remain.
 2. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
 3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
 5. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
 6. Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise from occupied portions of adjacent buildings.
 7. Erect protective barrier or covering to contain all debris that may fall into the Chuctanunda Creek. The barrier or covering should be easily cleaned of debris once demolition is complete.
 8. Erect protective awning or barrier along Lyon Street and Forest Avenue to protect adjacent building and places of residence from flying debris.

3.4 DEMOLITION, GENERAL

- A. General: Demolish indicated existing buildings and structures completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 2. Maintain adequate ventilation when using cutting torches.
 3. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 4. Foundation and first floor slab of building 36 shall remain in place and intact to hold Chuctanunda Creek's original path of flow. Remaining floors and walls to be removed.
- B. Engineering Surveys: Perform surveys as the Work progresses to detect hazards that may result from building demolition activities.
- C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

3.5 MECHANICAL DEMOLITION

- A. Remove buildings and structures intact when permitted by authorities having jurisdiction.
- B. Proceed with demolition of building 20a structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- C. Remove debris from elevated portions by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
1. Remove structural framing members and lower to ground by method suitable to minimize ground impact or dust generation.
 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 3. Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise from occupied portions of adjacent buildings.
 4. Erect protective barrier or covering to contain all debris that may fall into the Chuctanunda Creek. The barrier or covering should be easily cleaned of debris once demolition is complete.

5. Erect protective awning or barrier along Forest Avenue to protect adjacent building and places of residence from flying debris.
- D. Concrete: Cut concrete full depth at junctures with construction indicated to remain, using power-driven saw, then remove concrete between saw cuts.
- E. Masonry: Cut masonry at junctures with construction indicated to remain, using power-driven saw, then remove masonry between saw cuts.
- F. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished at junctures with construction indicated to remain, then break up and remove.
- G. Structural Steel: Dismantle field connections without bending or damaging steel members. Do not use flame-cutting torches unless otherwise authorized by City Engineer.
 1. Transport steel trusses and joists as whole units without dismantling them further.
- H. Building Components: Remove metal gratings, metal ladders, doors, windows, door hardware, cabinets, mirrors, chalkboards and marker boards, tackboards, toilet accessories, plumbing fixtures, and light fixtures.
- I. Elevators: Remove as whole units as much as practical.
- J. Equipment: Disconnect equipment at nearest fitting connection to services, complete with service valves. Remove as whole units, complete with controls.
- K. Below-Grade Construction: Cut below-grade construction flush with grade.

3.6 EXPLOSIVE DEMOLITION

- A. Explosives: Perform explosive demolition according to governing regulations. Building 36 and the steam plant's smokestack will be imploded.
 1. Obtain written permission from authorities having jurisdiction before bringing explosives to, or using explosives on, Project site.
 2. Do not damage adjacent structures, property, or site improvements when using explosives.
 3. Protect existing site improvements, appurtenances, and landscaping to remain.
 4. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
 5. Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise from occupied portions of adjacent buildings.
 6. Erect protective barrier or covering to contain all debris that may fall into the Chuctanunda Creek. The barrier or covering should be easily cleaned of debris once demolition is complete.
 7. Erect protective awning or barrier along Lyon Street and Forest Avenue to protect adjacent building and places of residence from flying debris.

- B. Provide explosive demolition plan prepared by a qualified Explosives Consultant to the Owner no less than 14 days prior to planned use of explosives.

3.7 SITE RESTORATION

- A. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.8 REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by building demolition operations.
- B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
- C. Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be salvaged or otherwise indicated to remain Owner's property, place demolished materials in designated fill areas and bury in accordance with the Record of Decision.
- B. Burning: Do not burn demolished materials.

3.10 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

END OF SECTION 02221

SECTION 02230 - SITE CLEARING**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Removing existing trees, shrubs, groundcovers, plants, and grass.
 - 2. Clearing and grubbing.
 - 3. Temporary erosion and sedimentation control measures.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for temporary utilities, temporary construction and support facilities, temporary security and protection facilities, and temporary erosion and sedimentation control procedures.
 - 2. Division 1 Section "Execution Requirements" for verifying utility locations and for recording field measurements.
 - 3. Division 2 Section "Building Demolition" for demolition of buildings, structures, and site improvements.
 - 4. Division 2 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.
- B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.4 MATERIAL OWNERSHIP

- A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.

1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Engineer.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 2 Section "Earthwork."
 - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.

- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE PROTECTION

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.
 - 1. Do not store construction materials, debris, or excavated material within fenced area.
 - 2. Do not permit vehicles, equipment, or foot traffic within fenced area.
 - 3. Maintain fenced area free of weeds and trash.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
 - 1. Cover exposed roots with burlap and water regularly.
 - 2. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
 - 3. Coat cut faces of roots more than 1-1/2 inches (38 mm) in diameter with an emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
 - 4. Backfill with soil as soon as possible.
- D. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Engineer.
 - 1. Employ an arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
 - 2. Replace trees that cannot be repaired and restored to full-growth status, as determined by Owner.

3.4 UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
 - 1. Arrange with utility companies to shut off indicated utilities.
- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 - 3. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches (450 mm) below exposed subgrade.
 - 4. Use only hand methods for grubbing within tree protection zone.
 - 5. Chip removed tree branches and stockpile in areas approved by Engineer dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Remove subsoil and non-soil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Limit height of topsoil stockpiles to 72 inches (1800 mm).
 - 2. Do not stockpile topsoil within tree protection zones.
 - 3. Stockpile surplus topsoil to allow for respreading deeper topsoil.

END OF SECTION 02230

SECTION 02300 - EARTHWORK**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for demolition debris and soil cap.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities.
 - 2. Division 2 Section "Site Clearing" for temporary erosion and sedimentation control measures, site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions.
 - 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.

3. **Unauthorized Excavation:** Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work not directed by Engineer, shall be without additional compensation.

G. **Fill:** Soil materials used to raise existing grades.

H. **Rock:** Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:

1. **Excavation of Footings, Trenches, and Pits:** Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- (1065-mm-) wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp (103-kW) flywheel power with bucket-curling force of not less than 28,090 lbf (125 kN) and stick-crowd force of not less than 18,650 lbf (83 kN); measured according to SAE J-1179.
2. **Bulk Excavation:** Late-model, track-mounted loader; rated at not less than 210-hp (157-kW) flywheel power and developing a minimum of 48,510-lbf (216-kN) breakout force with a general-purpose bare bucket; measured according to SAE J-732.

I. **Rock:** Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by an independent geotechnical testing agency, according to ASTM D 1586.

J. **Structures:** Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

K. **Subbase Course:** Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

L. **Subgrade:** Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

M. **Utilities:** On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

A. **Product Data:** For the following:

1. Geotextile.
2. Controlled low-strength material, including design mixture.
3. Geofoam.

B. **Samples:** 12-by-12-inch Sample of separation geotextile.

- C. **Material Test Reports:** From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - 1. Classification according to ASTM D 2487 of each **borrow** soil material proposed for fill and backfill.
 - 2. Laboratory compaction curve according to **[ASTM D 698] [ASTM D 1557]** for each **borrow** soil material proposed for fill and backfill.
- D. **Blasting Plan:** For record purposes.
- E. **Preexcavation Photographs or Videotape:** Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earthwork operations. Submit before earthwork begins.

1.5 QUALITY ASSURANCE

- A. **Geotechnical Testing Agency Qualifications:** An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.
- B. **Preexcavation Conference:** Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.6 PROJECT CONDITIONS

- A. **Existing Utilities:** Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.
 - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
 - 3. Contact utility-locator service for area where Project is located before excavating.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. **General:** Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. **Satisfactory Soils:** **[ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM] [AASHTO M 145 Soil Classification Groups A-1, A-2-4, A-2-5, and A-3],** or a combination of these groups; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. **Unsatisfactory Soils:** Soil Classification Groups **[GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487] [A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145],** or a combination of these groups.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

2.2 GEOTEXTILES

1. Separation Geotextile: Non-Woven geotextile fabric, 4 oz. per sy.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 2 Section "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls, which are specified in Division 2 Section "Site Clearing," during earthwork operations.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives for earthwork.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.5 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.6 BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact backfill in excavations and in soil cap areas promptly.

3.7 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

3.8 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.9 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than 95% of maximum dry unit weight according to **ASTM D 698**:

3.10 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus **1 inch**.

3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Soil Cap Areas: At each compacted fill layer, at least 1 test for every 2000 sq. ft. or less of soil cap, but in no case fewer than 3 tests.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.12 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Transport surplus soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.
 1. Remove waste material, including trash and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

SECTION 02486 - SEEDING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Provide seeding.

1.2 SUBMITTALS

- A. Submit copies of manufacturer's certifications that materials meet the specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Seed mix shall be fresh, clean and from current seasons crop. Mix shall be delivered in original packages, unopened, bearing guaranteed analysis. Seed shall meet New York State standards of germination and purity.

Lawn seed mix shall be as follows:

<u>COMMON NAMES</u>	<u>PROPORTIONED BY WEIGHT</u>	<u>PERCENT PURITY</u>	<u>PERCENT GERMINATION</u>
Kentucky Bluegrass	45%	85%	80%
Red or Chewings Fescue	35%	97%	80%
Perennial Ryegrass (fine textured)	20%	85%	80%

- B. Fertilizer for lawn grasses shall be a complete 10-6-4 fertilizer, having a minimum of 75 percent nitrogen derived from natural organic sources or ureaform, available phosphoric acid derived from superphosphate, bone or tankage, and potash derived from muriate of potash. Fertilizer shall be free flowing and suitable for proper application with standard approved equipment. Fertilizer for crown vetch ground cover shall consist of two separate types. First, an incomplete 0-20-20 farm grade type. Second, an incomplete 38-0-0 ureaform type.]

- C. Mulch shall be wood cellulose fiber. Wood cellulose fiber shall have a green color with the following properties:

<u>Property</u>	<u>Nominal Values</u>
1. Percent moisture content	9.0% $\pm$ 3.0%

2. Percent organic matter (O.D. Basis)	99.2% $\pm$ 0.8%
3. Percent ash content	0.8% $\pm$ 0.2%
4. pH	4.8 $\pm$ 0.5
5. Water holding capacity (grams of water per 100 grams fiber)	1150 minimum

- D. Water shall be potable and free of matter harmful to plant growth.

PART 3 - EXECUTION

3.1 GENERAL

- A. Perform fine grading and seeding only after any required preceding work such as proper tamping of backfill areas, rough grading and any required soil modifications affecting ground surface is completed.
- B. Soil shall not be worked when in a frozen or muddy condition.
- C. Seed shall not be applied when wind velocity exceeds 15 miles per hour.
- D. Seeding shall only be done between the calendar dates of April 1 to July 1 and August 15 to October 15.
- E. After seeding, foot and vehicular traffic shall be restricted from all seeded areas until end of maintenance period and acceptance by Owner.

3.2 PREPARATION

- A. After topsoil has been spread and rough-graded to final grade, entire area to be seeded shall be tilled to a 4 inch depth and then fine- graded to exact grades as required. All stones, 2 inch and larger, roots, rubbish and any other foreign matter shall be removed from site.

3.3 FERTILIZER APPLICATION

- A. On lawn areas apply fertilizer by hydraulic means. Use 10-6-4 fertilizer at 15 pounds per 1000 square feet. Fertilizer shall be worked into top two inches of soil.

3.4 SEED APPLICATION

- A. Apply seed by hydro-seeding methods to lawn areas. Use specified lawn seed at the rate of five pounds per 1000 square feet.

3.5 MULCH APPLICATION

- A. Wood cellulose fiber shall be applied by approved hydro-mulching equipment. Apply at the rate of 1,000 to 1,500 pounds per acre to all seeded areas.

3.6 PROTECTION

- A. Immediately after seeding, protect all seeded areas from vehicular and foot traffic by use of suitable

barricades and signs.

3.7 MAINTENANCE

- A. Water area immediately after mulching to saturate soil to 1/2 inch depth.
- B. Maintain mulched areas as required. Repair all washouts by raking, reseeding and remulching as needed until acceptance.

3.8 CLEAN UP

- A. All trash and excess materials shall be removed from site and legally disposed of.

END OF SECTION

SECTION 02672
MONITORING WELL DECOMMISSIONING PROCEDURES

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This section specifies the work required to decommission groundwater monitoring wells. The existing wells to be decommissioned are shown on the drawings. There are 16 wells to be decommissioned, designated MW-1 through MW-16.
- B. Preferred methods for decommissioning are overdrilling and casing pulling for overburden wells and the overburden portions of bedrock wells, with grouting of holes using a tremie pipe to complete decommissioning.
- C. Protective bollards, associated with wells to be decommissioned shall be removed.
- D. The removed well construction materials shall be properly disposed of off-site.

PART 2 – PRODUCTS

- A. Bentonite shall be powdered, premium grade sodium montmorilloite conforming to applicable standards set forth in the American Petroleum Institute (API) Specification 13A, and have a minimum barrel yield of 90 barrels/ton.
- B. Cement shall be Portland cement in accordance with ASTM C150, Type I, except as noted below.
- C. Cement/Bentonite Grout shall be a mixture of water, cement and bentonite mixed as follows:
 - 7 gallons of water
 - 94 pounds of cement
 - 1 to 4 pounds of bentonite
 - 0.05 pounds of aluminum hydroxide

PART 3 – EXECUTION

3.01 DECOMMISSION WELLS

- A. Decommission existing wells shown on the drawings in accordance with 1.01, B, above.
- B. Decommissioning spoils shall be properly disposed of off-site.

END OF SECTION

SECTION 02821 - CHAIN-LINK FENCES AND GATES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Chain-Link Fences
 - 2. Gates
- B. Related Sections include the following:
 - 1. Division 2 Section "Earthwork" for site excavation, fill, and backfill where chain-link fences and gates are located.

1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide chain-link fences and gates capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Determine minimum post size, group, and section according to ASTM F 1043 for framework up to 8 feet high, and post spacing not to exceed 10 feet.
- B. Lightning Protection System: Maximum grounding-resistance value of 25 ohms under normal dry conditions.

1.4 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.
 - 1. Fence and gate posts, rails, and fittings.
 - 2. Chain-link fabric, reinforcements, and attachments.
 - 3. Gates and hardware.
- B. Shop Drawings: Show locations of fences, gates, posts, rails, tension wires, details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, gate

elevations, sections, details of post anchorage, attachment, bracing, and other required installation and operational clearances.

- C. Product Certificates: For each type of chain-link fence and gate, signed by product manufacturer.
 - 1. Strength test results for framing according to ASTM F 1043.
- D. Qualification Data: For Installer.
- E. Field quality-control test reports.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
 - 1. Engineering Responsibility: Preparation of data for chain-link fences and gates, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified according to NETA ETT, or the National Institute for Certification in Engineering Technologies, to supervise on-site testing specified in Part 3.
- C. Preinstallation Conference: Conduct conference at Project site.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.
- B. Interruption of Existing Utility Service: Do not interrupt utility services to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer no fewer than **two** days in advance of proposed interruption of utility services.
 - 2. Do not proceed with interruption of utility services without Engineer's written permission.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

- A. General: Provide 6' tall fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with ASTM A 392, CLFMI CLF 2445, and requirements indicated below:

1. Steel Wire Fabric: **Metallic-coated wire with a diameter of 0.192 inch.**
 - a. Mesh Size: **2 inches.**
 - b. Weight of Metallic (Zinc) Coating: **ASTM A 392, Type II, Class 1, 1.2 oz./sq. ft. with zinc coating applied after weaving.**
2. Selvage: **Twisted top and knuckled bottom.**

2.2 INDUSTRIAL FENCE FRAMING

- A. Posts and Rails: Comply with ASTM F 1043 for framing, ASTM F 1083 for Group IC round pipe, and the following:

1. Group: **Schedule 40 steel pipe**
2. Fence Height: **6 feet.**
3. Strength Requirement: **Heavy industrial according to ASTM F 1043.**
4. Post Diameter and Thickness: **According to ASTM F 1043.**
5. Post Size and Thickness: **According to ASTM F 1043.**
 - a. Top Rail: **1.66 inches.**
 - b. Line Post: **2.375 inches**
 - c. End, Corner and Pull Post: **2.875 inches**
 - d. Swing Gate Post: **4-inch diameter, 8.65-lb/ft. weight**
6. Coating for Steel Framing:
 - a. Metallic Coating:
 - 1) Type A, consisting of not less than minimum 2.0-oz./sq. ft. average zinc coating per ASTM A 123/A 123M or 4.0-oz./sq. ft. zinc coating per ASTM A 653/A 653M.

2.3 TENSION WIRE

- A. General: Provide horizontal tension wire as needed. Show locations on shop drawings.
- B. Metallic-Coated Steel Wire: 0.177-inch- (4.5-mm-) diameter, marcelled tension wire complying with ASTM A 817, ASTM A 824, and the following:
1. Metallic Coating: **galvanized by hot-dip process.**

2.4 INDUSTRIAL SWING GATES

- A. General: Comply with ASTM F 900 for **double** swing gate types.
 - 1. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1043 and ASTM F 1083 for materials and protective coatings.
- B. Frames and Bracing: Fabricate members from **round, galvanized steel** tubing with outside dimension and weight according to ASTM F 900 and the following:
 - 1. Gate Fabric Height: 6'
 - 2. Leaf Width: 48 inches
 - 3. Frame Members:
 - a. Tubular Steel: **1.90 inches round**
- C. Frame Corner Construction:
 - 1. **Welded or assembled with corner fittings.**
- D. Hardware: Latches permitting operation from both sides of gate, hinges, **center gate stops** and keepers for each gate leaf. **Fabricate latches with integral eye openings for padlocking; padlock accessible from both sides of gate.**

2.5 FITTINGS

- A. General: Comply with ASTM F 626.
- B. Post and Line Caps: Provide for each post.
 - 1. Line post caps with loop to receive tension wire or top rail.
- C. Rail and Brace Ends: Attach rails securely to each gate, corner, pull, and end post.
- D. Rail Fittings: Provide the following:
 - 1. Top Rail Sleeves: **Pressed-steel or round-steel tubing** not less than 6 inches long.
 - 2. Rail Clamps: Line and corner boulevard clamps for connecting **intermediate and bottom** rails in the fence line-to-line posts.
- E. Finish:
 - 1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz. /sq. ft. zinc.

2.6 CAST-IN-PLACE CONCRETE

- A. Materials: Portland cement complying with ASTM C 150, Type I aggregates complying with ASTM C 33, and potable water, for **ready-mixed concrete complying with**

ASTM C 94/C 94M. Measure, batch, and mix Project-site-mixed concrete according to ASTM C 94/C 94M.

1. Concrete Mixes: Normal-weight concrete with not less than 3000-psi compressive strength (28 days), 3-inch slump, and 1-inch maximum size aggregate.
- B. Materials: Dry-packaged concrete mix complying with ASTM C 387 for normal-weight concrete mixed with potable water according to manufacturer's written instructions.

2.7 GROUT AND ANCHORING CEMENT

- A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.
- B. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer, for exterior applications.

2.8 FENCE GROUNDING

- A. Conductors: Bare, solid wire for No. 6 AWG and smaller; stranded wire for No. 4 AWG and larger.
 1. Material above Finished Grade: **Copper.**
 2. Material on or below Finished Grade: **Copper.**
 3. Bonding Jumpers: Braided copper tape, 1 inch (25 mm) wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.
- B. Connectors and Grounding Rods: Comply with UL 467.
 1. Connectors for Below-Grade Use: Exothermic welded type.
 2. Grounding Rods: Copper-clad steel.
 - a. Size: 5/8 by 96 inches (16 by 2440 mm).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance.
 1. Do not begin installation before final grading is completed, unless otherwise permitted by Engineer.
 2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet (152.5 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION, GENERAL

- A. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.

- 1. Install fencing on established boundary lines inside property line.

3.4 CHAIN-LINK FENCE INSTALLATION

- A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacing indicated, in firm, undisturbed soil.
- B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
 - 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
 - 2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
 - a. Concealed Concrete: Top 2 inches below grade to allow covering with surface material.
- C. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of **30 degrees or more**.
- D. Line Posts: Space line posts uniformly at 10 feet o.c.
- E. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts.
 - 1. Locate horizontal braces at midheight of fabric 6 feet (1.83 m) or higher, on fences with top rail and at 2/3 fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- F. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- (3.05-mm-) diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches (610 mm) o.c. Install tension wire in locations indicated before stretching fabric.
 - 1. Top Tension Wire: Install tension wire through post cap loops.
 - 2. Bottom Tension Wire: Install tension wire within 6 inches (150 mm) of bottom of fabric and tie to each post with not less than same diameter and type of wire.

- G. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.
- H. Bottom Rails: Install, spanning between posts.
- I. Chain-Link Fabric: Apply fabric to **outside** of enclosing framework. Leave **2 inches** between finish grade or surface and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- J. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c.
- K. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at 1 end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
 - 1. Maximum Spacing: Tie fabric to line posts at 12 inches (300 mm) o.c. and to braces at 24 inches (610 mm) o.c.
- L. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. **Peen ends of bolts or score threads to prevent removal of nuts.**

3.5 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.6 GROUNDING AND BONDING

- A. Fence Grounding: Install at maximum intervals of **1500 feet** except as follows:
 - 1. Fences within 100 Feet of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of **750 feet**.
 - a. Gates and Other Fence Openings: Ground fence on each side of opening.
 - 1) Bond metal gates to gate posts.
 - 2) Bond across openings, with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 inches (460 mm) below finished grade.
- B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a maximum distance of 150 feet on each side of crossing.

- C. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inches (150 mm) below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at the grounding location, including the following:
- D. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.
- E. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
 - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
 - 2. Make connections with clean, bare metal at points of contact.
- F. Bonding to Lightning Protection System: If fence terminates at lightning-protected building or structure, ground the fence and bond the fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor complying with NFPA 780.

3.7 FIELD QUALITY CONTROL

- A. Grounding-Resistance Testing: **Engage** a qualified independent testing and inspecting agency to perform field quality-control testing.
 - 1. Grounding-Resistance Tests: Subject completed grounding system to a megger test at each grounding location. Measure grounding resistance not less than two full days after last trace of precipitation, without soil having been moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural grounding resistance. Perform tests by two-point method according to IEEE 81.
 - 2. Excessive Grounding Resistance: If resistance to grounding exceeds specified value, notify Engineer promptly. Include recommendations for reducing grounding resistance and a proposal to accomplish recommended work.
 - 3. Report: Prepare test reports certified by a testing agency of grounding resistance at each test location. Include observations of weather and other phenomena that may affect test results.

3.8 ADJUSTING

- A. Gate: Adjust gate to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware and other moving parts.

END OF SECTION 02821

SECTION 03400

PRE-CAST CONCRETE

PART 1 GENERAL

1.01 DESCRIPTION OF THE WORK

- A. The contractor shall provide and install reinforced pre-cast concrete items as shown on the drawings for reconstruction/stabilization of the bank near building 31 foundation.

1.02 SUBMITTALS

- A. Submit Shop Drawings for all pre-cast concrete structures.

1.03 DESIGN

- A. Inserts and reinforcing for pre-cast concrete elements shown on the Drawings are for the completed in place condition. Design of inserts, lifting devices and reinforcing for lifting, erecting and other construction loads is the sole responsibility of the pre-cast concrete manufacturer.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Provide the sizes and shapes of pre-cast concrete components as noted on the Drawings.

2.02 REINFORCEMENT AND ACCESSORIES

- A. Reinforcing bars shall be the sizes and arrangements indicated on the approved shop drawings. Details of reinforcement shall be in accordance with ACI 318 unless otherwise specified.
- B. Reinforcing bars and welded-wire fabric shall be secured by supports and spacers.
- C. Concrete protection for reinforcements shall be not less than 1-1/2 inches.

- D. Reinforcing steel shall be grade 60 deformed bars meeting the requirements of ASTM A-615.
- E. Welded wire fabric shall conform to ASTM A-185.

2.03 CONCRETE MIX MATERIALS

- A. Cement shall be normal strength Portland Cement, Type I or Type II, conforming to ASTM C-150 unless otherwise specified.
- B. Mixing water shall be potable, and free of any substance that may be deleterious to the concrete or reinforcing steel.
- C. Aggregates shall conform to ASTM C-33. Fine aggregate shall be a clean, hard sand. Coarse aggregate shall be a clean, hard, crushed stone or gravel with a minimum size of 3/4".
- D. Air entering admixture shall conform to ASTM C-260.

PART 3 EXECUTION

3.01 PROPORTIONING

- A. Proportions of concrete ingredients shall be established by the supplier to provide adequate workability and proper consistency to permit the concrete to be worked readily into the forms and around reinforcement under the conditions of placement to be encountered without excessive segregation or bleeding. Proportion shall be established on the basis of laboratory trial batches or of field experience with the materials to be employed.
- B. Proportioning of normal weight concrete for general use shall be established within the following limits.

28-day strength: 4,000 psi, minimum
Size coarse aggregate: 3/4" maximum
Slump: 4" maximum
Maximum water cement ratio: 0.47
Air entrapment: 5% ± 2%

3.2 REINFORCING

- A. Prepare reinforcing in accordance with approved shop drawings. Do not weld reinforcing. Cold bend all reinforcing.
- B. Secure, lap, and tie all reinforcing, accessories, mounting devices, anchor bolts, and other embedded items adequately before placing concrete.

3.03 FINISH

- A. Provide pre-cast concrete components with true to line, smooth finishes free of all surface defects and of uniform color. Defective pre-cast components will be rejected.

(End of Section)

SECTION 03450 - SPECIFICATION FOR PRECAST CONCRETE SEGMENTAL RETAINING WALL SYSTEM

PART 1: GENERAL

1.1 Scope

Work includes furnishing and installing precast concrete segmental retaining wall units. General description of line and grade of wall provided on drawings; final line and grade of wall to be determined with owner following removal of debris from the stream bank.

1.2 Reference Standards

ASTE A615 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM C94 Ready-Mixed Concrete
ASTM C1372 Segmental Retaining Wall (SRW) Units

1.3 Delivery, Storage, and Handling

- A. Contractor shall check the materials upon delivery to assure proper material has been received.
- B. Contractor shall prevent excessive mud, wet cement and like materials from coming in contact with the SRW units.
- C. Contractor shall protect the materials from damage. Damaged material shall not be incorporated in the project.

PART 2: MATERIALS

2.1 Wall Units

- A. Units are to be large scale, with no individual block weighing less than 500 pounds, Redi-Rock [™], or approved equal.
- B. Wall units shall be made with ready-mixed concrete in accordance with ASTM C94, latest revision, and per the following:
 - 28 Day Strength 4,000 psi
 - Air Content 4.5% to 7.5%
 - Slump 5" +/- 1.5"
 - Aggregate Frost-free
- C. All materials used in the wall units must meet applicable ASTM and local requirements for exterior concrete.
- D. Exterior block dimensions shall be uniform and consistent. Maximum dimensional deviations shall be 0.50 inch or 2%, whichever is less, excluding the architectural surface. Maximum width (face to back) deviation including the architectural surface shall be 1.0 inch.
- E. Exposed face shall be finished as split limestone or approved equal. Other surfaces to be smooth form type. Dime-size bug holes on the block face may be patched and/or shake-on color stain can be used to blend into the remainder of the block face.

2.2 Leveling Pad and Free Draining Backfill

- A. Leveling pad shall be compacted gravel placed to line and grade consistent with manufacturer's recommendation.
- B. Backfill material shall be granular, well draining sand or stone, and shall be placed to a minimum of 1 foot width behind the back of the wall and shall extend vertically from the leveling pad to an elevation 4 inches below the top of the wall.
- C. Non-woven geo-textile cloth shall be placed between backfill and retained soil.

2.3 Drainage

- A. Internal and external drainage shall be evaluated by the Professional Engineer who is responsible for the final wall design.

2.4 Geogrid

Reinforcing bar used in the geo-grid connection shall be 0.5 inch diameter corrosion resistant deformed reinforcing bar. Corrosion resistant uncoated steel shall be low carbon, chromium bar with a minimum of 8.5% by weight chromium meeting all requirements of ASTM A615 Grade 75.

PART 3: CONSTRUCTION OF WALL SYSTEM

3.1 Excavation

- A. Following debris removal from the stream bank contractor shall excavate additional soil as necessary to construct all components of the wall in accordance with the manufacturer's recommendations.

3.2 Foundation Soil Preparation

- A. Native foundation soil shall be compacted to 95% of standard proctor or 90% of modified proctor prior to placement of the Leveling Pad material.
- B. In-situ foundation soil shall be examined by the Engineer who is responsible for final wall design to ensure that the actual foundation soil strength meets or exceeds assumed design strength. Soil not meeting the required strength shall be removed and replaced with acceptable, compacted material.

3.3 Leveling Pad Placement

- A. Leveling Pad shall be placed in accordance with manufacturer's recommendations.
- B. Leveling Pad shall be placed on undisturbed native soils or suitable replacement fills.
- C. Leveling Pad shall be compacted the 95% of standard proctor or 90% of modified proctor to ensure a level, hard surface on which to place the first course blocks. Well-graded sand may be used to smooth the top ½ inch on the leveling Pad (when using gravel pad).

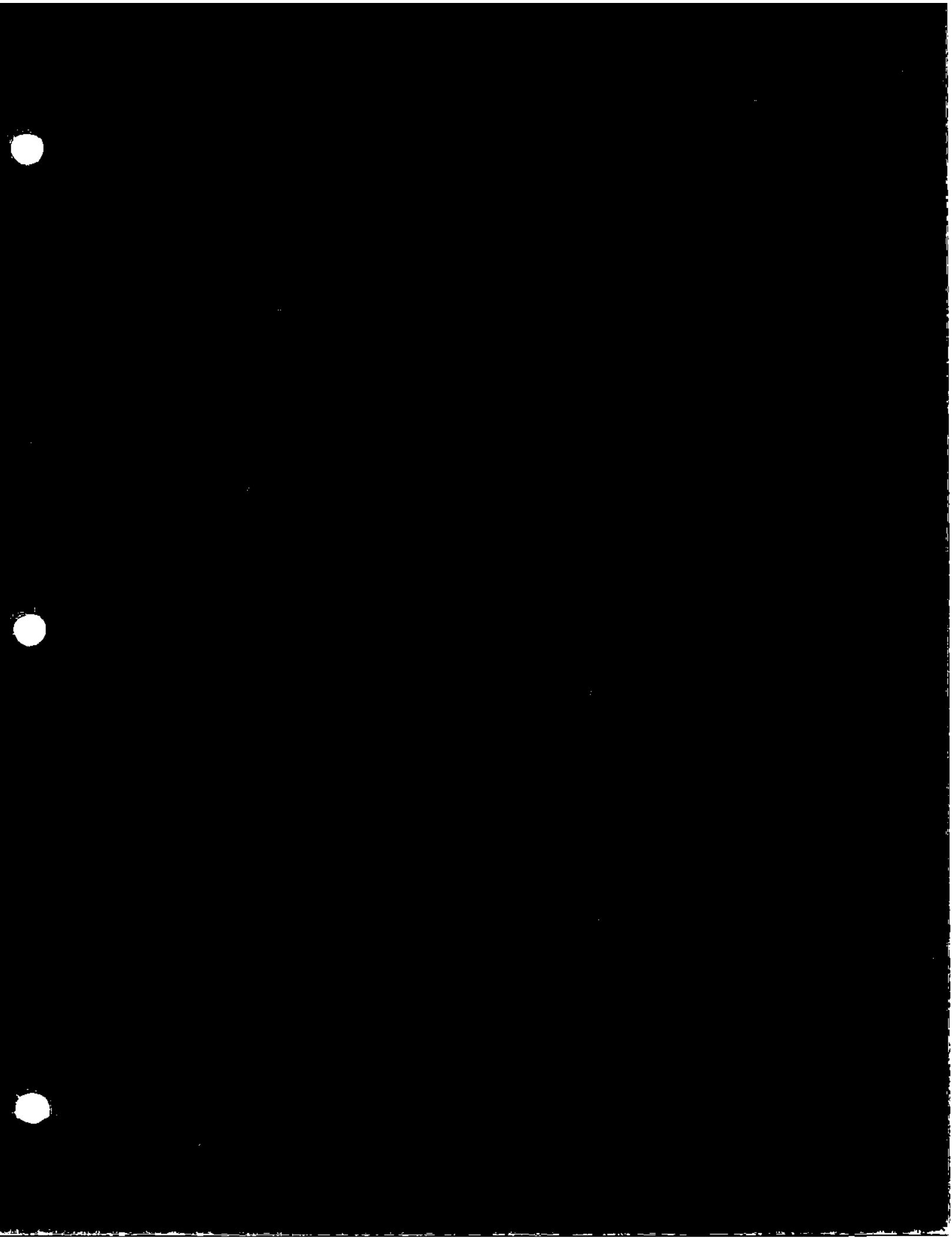
- D. Leveling Pad shall have a 6 inch minimum depth for walls under 8 feet in height and a 12 inch minimum depth for walls over 8 feet. Pad dimensions beyond the blocks in all directions to a distance at least equal to the depth of the pad or as designed by the Engineer who is responsible for final wall design.

3.4 Unit Installation

- A. The first course of wall units shall be placed on the prepared Leveling Pad with the aesthetic surface facing out and the front edges tight together. All units shall be checked for level and alignment as they are placed.
- B. Ensure that units are in full contact with Leveling Pad. Proper care shall be taken to develop straight lines and smooth curves on base course as per wall layout.
- C. The backfill in front and back of entire base row shall be placed and compacted to firmly lock them in place. If the final lines and grades agreed to for the wall do not allow for a standard installation of the base row (with backfill both in front and back of the base row) then the Engineer responsible for final wall design shall submit an alternate design to anchor the base row that will provide equal performance.
- D. Install next course of wall units on top of base row. Position blocks to be offset from seams of blocks below. Blocks shall be placed fully forward so knob and groove are engaged. Check each block for proper alignment and level. Backfill to 12 inch width behind block with Free Draining Backfill. Spread backfill in uniform lifts not exceeding 8 inches. Employ methods using lightweight compaction equipment that will not disrupt the stability or batter of the wall. Hand-operated plate compaction equipment shall be used around the block and within 3 feet of the wall to achieve consolidation. Compact backfill to 95% of standard proctor (ASTM D 698, AASHTO T-99) density within 2% of its optimum moisture content.
- E. Install each subsequent course in like manner. Repeat procedure to the extent of wall height.
- F. Wall face is to be battered a minimum of 1" per foot of vertical rise, a no more than 2" per vertical foot. Allowable construction tolerance at the wall face is 1" in 10 feet horizontally.
- G. All walls shall be installed in accordance with local building codes and requirements.

3.5 Geogrid Installation

Install geogrid in accordance with manufacturer's recommendations.





ENSR International

3 Marcus Boulevard
Albany, NY 12205-1140
(518) 453-6444
www.ensr.com

January 11, 2005

New York State Department of Labor
Division of Safety and Health
Asbestos Control Bureau
State Office Campus - Building 12, Room 454
Albany, New York 12240

**Re: Transmittal of Asbestos Inspection Report
Mohasco Mills Complex – Buildings 7, 7A and 11
ENSR Project No. 10472-001**

To Whom It May Concern:

ENSR Corporation (ENSR) was retained by the City of Amsterdam to conduct a survey of the ground level of Buildings No. 7, 7A and 11 located at the Mohasco Mills Complex in Amsterdam, New York. The purpose of the survey was to determine if suspect building materials were still present in the remainder of these buildings. The ground level of Building 7 and 11 were still standing at the time of the survey. The ground level of both buildings is scheduled for demolition. Building 7A has been demolished but the galvanized deck of the roof and visible debris pile was inspected. A drawing of the buildings surveyed and sample locations is provided in Appendix A.

Sampling Procedure and Laboratory Analysis

ENSR's New York State Licensed asbestos inspector, Mr. Thomas Ten Eyck, conducted the survey on February 25, 2004. ENSR's and the inspectors certificates are provided in Appendix B. Seven bulk samples were collected, four samples of vapor barrier/tar paper and three samples of thermal system insulation. A picture log with pictures of the buildings surveyed and materials sampled is provided in Appendix C.

The bulk samples were analyzed by AmeriSci New York (AmeriSci), 117 East 30th Street, New York, New York. AmeriSci is accredited by NIST under the National Voluntary Laboratory Accreditation Program (NVLAP) for Polarized Light Microscopy (PLM) analysis of bulk samples (Accreditation Number 200546-0). AmeriSci is also accredited by the New York State Department of Health under the Environmental Laboratory Approval Program (ELAP, Accreditation No. 11480).

All samples were analyzed by polarized light microscopy (PLM) in accordance with the NYSDOH *Polarized Light Microscopy Method for Identifying and Quantifying Asbestos in Bulk Samples* (ELAP Method 198.1). Non-friable organically bound (NOB) materials, such as tar paper and mastic found to contain <1% by PLM were further analyzed by the NYSDOH *Transmission Electron Microscopy (TEM) Method for Identifying and Quantifying Asbestos in Non-Friable Organically Bound Bulk Samples* (ELAP Method 198.4). A material was classified as non-asbestos containing only if all samples in the set were determined to be less than one percent asbestos by weight (<1%).

Analytical Results

The results of the survey indicated that the pipe insulation was an asbestos containing material. The vapor barrier and tar paper were non-asbestos. The sample identification (ID), material, result, and comment(s) are provided in the table below.

Sample ID	Material	Result	Comments
VB01A	Black Vapor Barrier	Trace Chrysotile	Non-asbestos
VB01B	Black Vapor Barrier	Trace Chrysotile	Non-asbestos
RM01A	Black Tar Paper	NAD	Non-asbestos
RM01B	Black Tar Paper	NAD	Non-asbestos
PI01A	Mag Pipe Insulation	12% Chrysotile 21% Crocidolite	Asbestos-containing
PI01B	Mag Pipe Insulation	Not Analyzed	Asbestos-containing
PI01C	Mag Pipe Insulation	Not Analyzed	Asbestos-containing

NAD: no asbestos detected

The laboratory results and chain-of-custody are attached in Appendix D. Laboratory certifications are provided in Appendix E.

Recommendations

The pipe insulation identified in Building 11 was determined to be asbestos-containing. There is approximately 400 linear feet of pipe insulation in Building 11. A significant amount of the pipe insulation has fallen off the pipe onto the ground below. There is some pipe insulation debris mixed into three debris piles located in Building 7.

Since the remaining structure of Building 7 and 11 are scheduled for demolition, this activity would impact the pipe insulation and debris. The pipe insulation and debris should be removed by a New York State licensed asbestos abatement contractor prior to demolition activities.



New York State Department of Labor.
Asbestos Control Bureau
January 11, 2005
Page 3

If you have any questions or comments, please contact our office.

Sincerely,

ENSR Corporation

Prepared by:

Reviewed by:

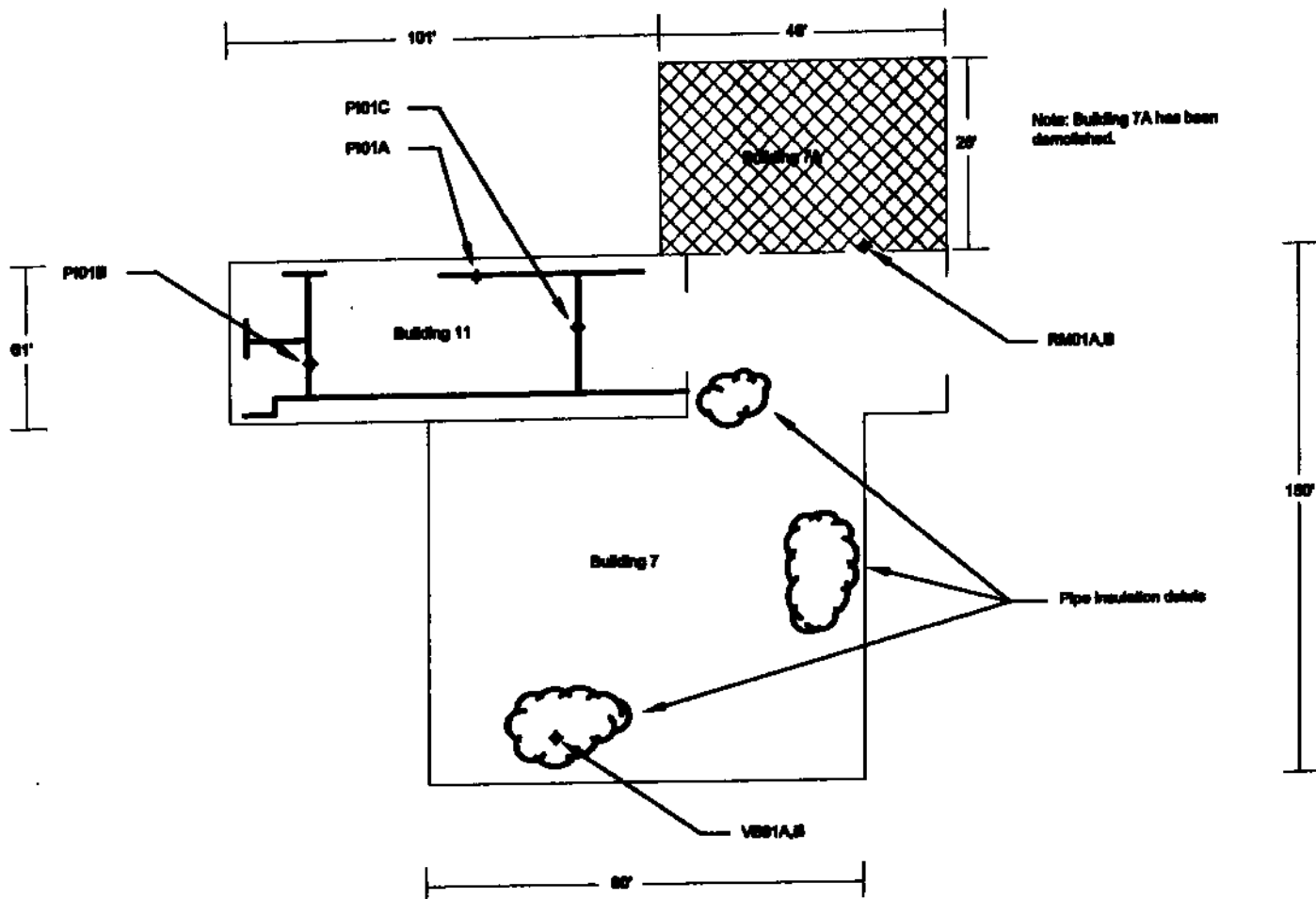
Thomas C. Ten Eyck, CHMM
Inspector, Project Manager

James P. Sprague, PMP, P.E.
Senior Project Manager

Cc: Christopher Gaule, ENSR
Michael Palmer, P.E., City of Amsterdam

Appendix A

Drawing of Buildings No. 7, 7A and 11



LEGEND

- Asbestos-containing pipe insulation
- ☁ Asbestos-containing pipe insulation in debris piles

Not To Scale

FIGURE NO.

1

Asbestos Survey City of Amsterdam: Mohasco Mills Complex Building Nos. 7, 7A, and 11

Survey Date(s)

February 25, 2004

Survey Inspector(s)

TTE

Project No.

10472-001

ENSR®
INTERNATIONAL

6801 KIRKVILLE ROAD
SYRACUSE, NEW YORK 13057
PHONE: (315) 432-0508
FAX: (315) 437-0508
WEB: [HTTP://WWW.ENSRL.COM](http://www.ensr.com)

Appendix B

ENSR's and Inspector's Certifications

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



THOMAS C. TENEYCK

CLASS
INSPECTOR

CERT# 82-18118
EXPIRES 02/96

MUST BE CARRIED ON ASBESTOS PROJECTS



DMV# 996810802
EYES BRO
HAIR BRO
HGT 6' 05"

IF FOUND RETURN TO:
NYSOL - L&C UNIT
ROOM 161 BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240



STATE OF NEW YORK - DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH
License and Certificate Unit
BUILDING 12, Room 161
STATE CAMPUS
ALBANY, NY 12240

ASBESTOS HANDLING LICENSE

**RESTRICTED LICENSE ---ASBESTOS
REMOVAL NOT PERMITTED**

Contractor: ENSR Corporation
Address: 2 Technology Park Drive
Westford, MA 01886

LICENSE NUMBER: 99-0569
DATE OF ISSUE: July 30, 2003
EXPIRATION DATE: Aug. 31, 2004
MAILING ADDRESS:
6601 Kirkville Road
E. Syracuse, NY 13057

Duly Authorized Representative: John E. Riggs

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. The licensee verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

SH 432 (10-00)

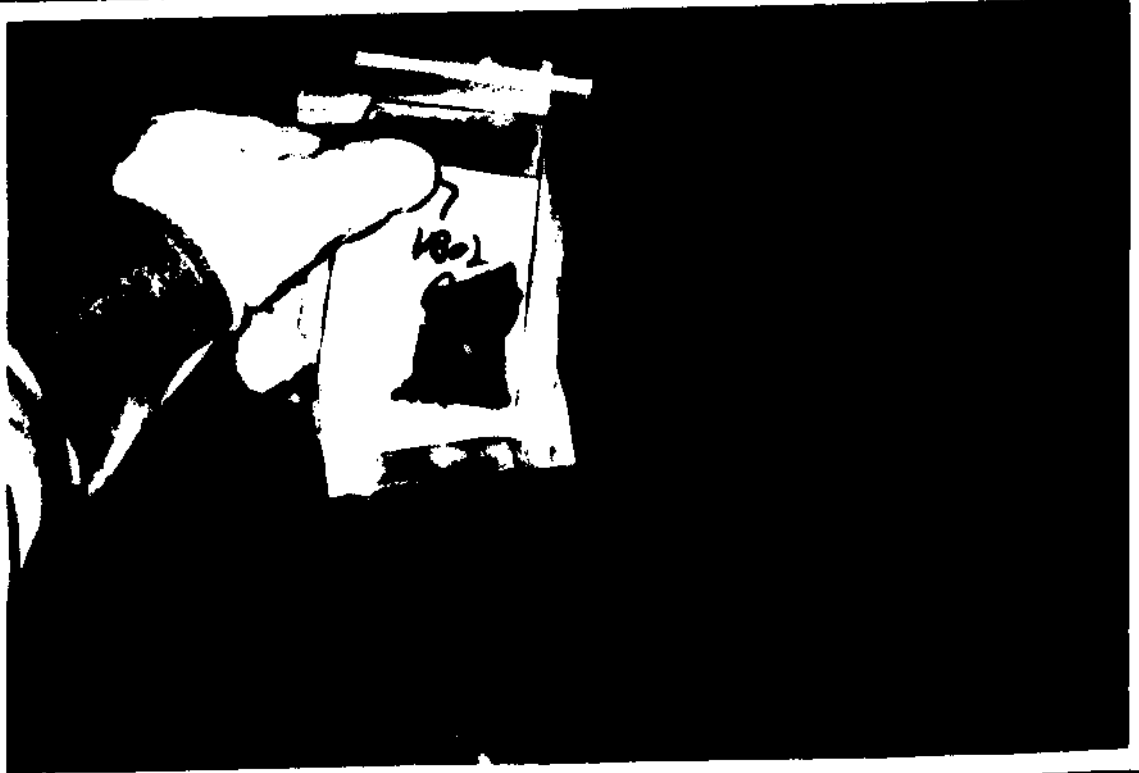

Richard Cuscolo, Director
FOR THE COMMISSIONER OF LABOR

Appendix C
Photographs of Building 7, 7A and 11
And Materials Sampled

NSR Albany 2 Marcus Boulevard Albany, New York 12205 (518) 453-6444 FAX: (585) 453-0528	TITLE: CITY OF AMSTERDAM MOHASCO MILLS COMPLEX BUILDINGS 7, 7A AND 11	Project No. 10472-001
		Inspection Date: 2/25/04
		Inspected By: TTE
Photo No. 1		
Location MOHASCO MILLS AMSTERDAM, NY		
Sample No.		
Description VIEW OF SUBJECT PROPERTY BUILDINGS 7, 7A AND 11		

Photo No. 2	
Location BUILDING 11	
Sample No. PI01A	
Description PIPE INSULATION 12% CH 21% CR	

NSR Albany 2 Marcus Boulevard Albany, New York 12205 (518) 453-6444 FAX: (585) 453-0528	TITLE: CITY OF AMSTERDAM MOHASCO MILLS COMPLEX BUILDINGS 7, 7A AND 11	Project No. 10472-001
		Inspection Date: 2/25/04
		Inspected By: TTE
Photo No. 3		
Location BUILDING 7A		
Sample No. VB01A		
Description BLACK VAPOR BARRIER NON-ACM		

Photo No. 4	
Location BUILDING 7	
Sample No. RM01A	
Description BLACK TAR PAPER NON-ACM	

Appendix D
Laboratory Results



AmeriSci New York

117 EAST 30TH STREET

NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-9392

March 2, 2004

ENSR International
Attn: Tom Ten Eyck
360 Linden Oaks
Rochester, NY 14625

RE: ENSR International
Job Number 204023671
P.O. # 10472-001,200,0125
10472-001,200,0125; City Of Amsterdam; Mohasco Mills - Buildings No. 7/8 Amsterdam, New York

Dear Tom Ten Eyck:

Enclosed are the results of Asbestos Analysis - Bulk Protocol of the following ENSR International samples, received at AmeriSci on Friday, February 27, 2004, for a 5 day turnaround:

VB01A, VB01B, RM01A, RM01B, PF01A, PF01B, PF01C

The 7 samples, placed in Zip Lock Bag, were shipped to AmeriSci via Airborne Express. ENSR International requested ELAP LM/TEM analysis of these samples.

The results of the analyses which were performed under NYSDOH ELAP Lab Certification # 10984 following ELAP 198.1 PLM & 198.4 TEM guidelines are presented within the Summary Table of this report. The presence of matrix reduction data in the Summary Table normally indicates an NOB sample. For NOB samples the individual matrix reduction, combined PLM and TEM analysis results are listed in the Summary Bulk Asbestos Analysis Results in Table I. Complete PLM results for individual samples are presented in the PLM Bulk Asbestos Report. This combined report relates ONLY to sample analysis expressed as percent composition by weight and percent asbestos. This report must not be used to claim product endorsement or approval by these laboratories, NVLAP, ELAP or any other associated agency. The National Institute of Standards and Technology Accreditation requirements, mandates that this report must not be reproduced, except in full without the written approval of the laboratory. This report may contain specific data not covered by NVLAP or ELAP accreditations respectively, if so identified in relevant footnotes.

AmeriSci appreciates this opportunity to serve your organization. Please contact us for any further assistance or with any questions.

Sincerely,

Lance Tuckrusky
QA/QC Compliance Officer

PLM Bulk Asbestos ReportENSR International
Attn: Tom Ten Eyck
360 Linden Oaks
Rochester, NY 14625

Date Received 02/27/04

Date Examined 03/01/04

ELAP Number 11480

RE: 10472-001,200,0125; City Of Amsterdam; Mohasco
Mills - Buildings No. 7/8 Amsterdam, New York

AmeriSci Job No.204023671

P.O. # 10472-001,200,0125

Page 1 of 2

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
VB01A 1 Location: Black Vapor Barrier Description: Grey, Homogeneous, Vapor Barrier Asbestos Types: Other Material: Non-fibrous 11.4 %	204023671-01	No	NAD ¹
B01B 1 Location: Vapor Barrier Description: Grey, Homogeneous, Vapor Barrier Asbestos Types: Other Material: Fibrous glass 2. %, Non-fibrous 11.6 %	204023671-02	No	NAD ¹
RM01A 2 Location: Black Tar Paper Description: Black, Homogeneous, Tar Paper Asbestos Types: Other Material: Non-fibrous 0.36 %	204023671-03	No	NAD ¹
RM01B 2 Location: Black Tar Paper Description: Black, Homogeneous, Tar Paper Asbestos Types: Other Material: Non-fibrous 1.4 %	204023671-04	No	NAD ¹
F01A 1 Location: Pipe Insulation Description: Grey, Homogeneous, Pipe Insulation Asbestos Types: Chrysotile 12. %, Crocidolite 21. % Other Material: Non-fibrous 67. %	204023671-05	Yes	33 %



AmeriSci New York

117 EAST 30TH STREET

NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-8392

PLM Bulk Asbestos Report

ENSR International
Attn: Tom Ten Eyck
360 Linden Oaks
Rochester, NY 14625

Date Received 02/27/04 AmeriSci Job No. 204023671
Date Examined 03/01/04 P.O. # 10472-001,200,0125
ELAP Number 11480 Page 2 of 2
RE: 10472-001,200,0125; City Of Amsterdam; Mohasco
Mills - Buildings No. 7/8 Amsterdam, New York

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PF01B	204023671-06		NA/PS
3	Location: Pipe Insulation		
	Description: Pipe Insulation		
	Asbestos Types:		
	Other Material:		
PF01C	204023671-07		NA/PS
3	Location: Pipe Insulation		
	Description: Pipe Insulation		
	Asbestos Types:		
	Other Material:		

Reporting Notes:

- (1) PLM analysis of NOB inert material.

Analyzed by: Darvey H. Santner 
*NAD/NSD = no asbestos detected; NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis by EPA 800/M4-82-020 per 40 CFR 763 (NVLAP Lab #200548-0) and ELAP PLM Analysis Protocol 198.1 for New York samples (NYSDOH ELAP Lab # 11480); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested. AHA# 102843; VT Cert# ALD16055
Reviewed By: 

Client Name: ENSR International

Table I

Summary of Bulk Asbestos Analysis Results

10472-001.200,0125; City Of Amsterdam; Mohasco Mills - Buildings No. 7/8 Amsterdam, New York

Amesd Sample #	Client Sample# Location	HG Area	Sample Weight	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	VB01A Black Vapor Barrier	1	0.517	77.76	10.83	11.31	NAD	Chrysotile Trace
02	VB01B Vapor Barrier	1	0.636	77.99	8.33	13.58	NAD	Chrysotile Trace
03	RM01A Black Tar Paper	2	0.557	97.49	2.15	0.36	NAD	NAD
04	RM01B Black Tar Paper	2	0.337	94.66	3.86	1.48	NAD	NAD
05	PF01A Pipe Insulation	3	---	---	---	---	Chrysotile 12. Crocidolite 21. NA/PS	NA
06	PF01B Pipe Insulation	3	---	---	---	---	NA/PS	NA
07	PF01C Pipe Insulation	3	---	---	---	---	NA/PS	NA

Analyzed by: Jonathan M. Teda *Jonathan M. Teda*, Date Analyzed 3/1/04

Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/4-82-020 per 40 CFR (NVLAP Lab#200546-0); TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation); or ELAP 198.1/198.4 for New York samples (NYSDOH ELAP#11480); NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "N/A = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analysis); AHA Lab#102843.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. silica and other heterogeneous materials).

Reviewed By: *James*



Asbestos Chain-of-Custody

204028671

300 Linden Oaks

Rochester, New York 14625

Client: City of Amsterdam

Location: Mohasco Mills - Building No. 7/B

Amsterdam, New York

Project/Billing

Reference: 19472-001, 200, 0125

Date Sampled: 2/25/2004

Sampled By: Thomas Ten Eyck/Brian Bowers

Sample Identification:	Description
1001 A/B	Black Vinyl Ceiling
1002 A/B	Black tar paper
1001 404	Many Pipe Insulation

Sample Identification:	Description

Total Number of Samples:

Analysis Required:		Comments:	
Phase Contrast Microscopy (NIOSH 7400)	☐		
Polarized Light Microscopy	☒		
PLM - NOB	☒		
PLM - NOB, TEM follow-up, if necessary	☒		
Report Results to:		Phone/Extension:	
Verbal/Fax: Thomas Ten Eyck	By: 5 day TAT	(585) 381-2210 x-736 (phone)	
Written: Thomas Ten Eyck	5 day TAT	(585) 381-5382 (fax)	
Email: tteneyck@ensr.com			

Relinquished by:	Signature:	Date:	Comments:
Received by Lab:	<i>Patricia Santora</i>	<i>2/27/04</i>	<i>1000</i>
Received by Analyst:			

Appendix E
Laboratory Certifications

JUN-12-2003 16:35

NYS DOH - ELAP

518 485 5568 P.27

**NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER
Antonio G. Novella, M.D., M.P.H., Dr.P.H.**



**Expires 12:01 AM April 01, 2004
Issued June 12, 2003**

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 812 Public Health Law of New York State

**MFL PAUL MUCHA
SCIENTIFIC LABORATORIES INC-NEW YORK CIT
117 EAST 30TH ST
NEW YORK NY 10018 United States**

**NY Lab Id No: 11480
EPA Lab Code: NY01378**

**is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:**

Subcategories

Asbestos in Pliable Material

Asbestos in Non-Pliable Material

EPA 8260/4/826000

ITEM 158.4 OF MANUAL

Serial No.: 19535

**of the New York State Department of Health. Valid only at the address shown.
This is a computerized printout. Valid certificates have a raised seal and may be
verified by calling (800) 455-4376.**

DOH-8817 (2/99)

National Institute
of Standards and Technology



National Voluntary
Laboratory Accreditation Program

ISO/IEC 17025:1999
ISO 15020:1994

Scope of Accreditation



Page: 1 of 1

BULK ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200546-0

SCIENTIFIC LABORATORIES, INC.

117 E. 30th Street

New York, NY 10016

Mr. Lance Tuckrisky

Phone: 212-679-8600 Fax: 212-679-2711

E-Mail: ltuckrisky@scilabs.com

URL: <http://scilabs.com>

NVLAP Code

Designation

18/A01

EPA-600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples

June 30, 2004

A handwritten signature in dark ink, appearing to read "C.D. Faison".

United States Department of Commerce
National Institute of Standards and Technology

NVLAP[®]



ISO/IEC 17025:1998
ISO 9002:1994

Certificate of Accreditation

SCIENTIFIC LABORATORIES, INC.
NEW YORK, NY

is recognized by the National Voluntary Laboratory Accreditation Program
for satisfactory compliance with criteria set forth in NIST Handbook 150-2001,
all requirements of ISO/IEC 17025:1999, and relevant requirements of ISO 9002:1994.
Accreditation is awarded for specific services, listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

June 30, 2004

Effective through

C. D. Yarn

For the National Institute of Standards and Technology
NVLAP Lab Code: 200546-0

National Institute
of Standards and Technology



National Voluntary
Laboratory Accreditation Program

ISO/IEC 17025:1999
ISO 9002:1994

Scope of Accreditation



Page: 1 of 1

AIRBORNE ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200546-0

SCIENTIFIC LABORATORIES, INC.

117 E. 30th Street

New York, NY 10016

Mr. Lance Tuckrasky

Phone: 212-679-8600 Fax: 212-679-2711

E-Mail: ltuckrasky@scilabs.com

URL: <http://scilabs.com>

NVLAP Code

18/A02

Designation

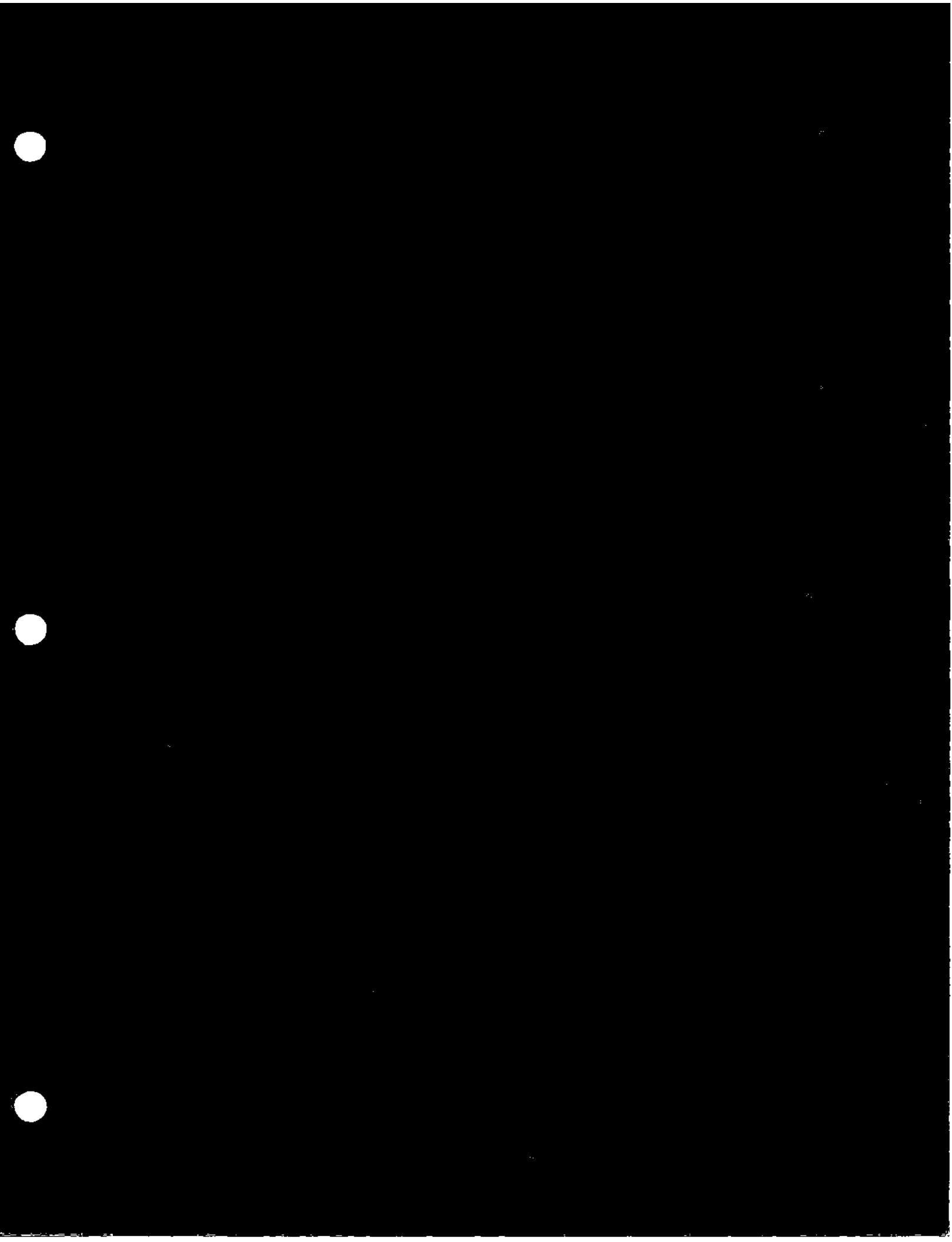
U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

June 30, 2004

Effective through

A handwritten signature in cursive script, reading "C. D. Faison".

For the National Institute of Standards and Technology



March 16, 2004

Mr. Michael J. Palmer, P.E.
City Engineer
City of Amsterdam
City Hall
61 Church Street
Amsterdam, New York 12010

Re: Lead-Based Paint Survey
Mohasco Mills – Building 20A
Final Report
ENSR Project No. 10472-001

Dear Mr. Palmer:

This report documents the pre-demolition lead-based paint survey conducted at Building 20A at the Mohasco Mills site in Amsterdam, New York.

Survey Methods

The survey was conducted on February 23, 2004 through February 26, 2004 by Scott Brown and Tim Strzepek of ENSR. Mr. Brown and Mr. Strzepek are licensed by the Environmental Protection Agency (EPA) as a lead inspector. ENSR is licensed by the EPA to conduct lead-based paint activities, copies of our corporate license and personnel certifications are enclosed in Appendix A.

The lead survey was initiated by first identifying building components and room equivalents throughout the building. Building components are groups of painted building materials that can be combined, for sampling purposes, and are of the same type, substrate, construction vintage, and color. Examples include: brown wood door frames, white plaster walls, white sheet-rock walls, etc. Room equivalents are spaces that have the same use, construction vintage, paint history and building components which can be grouped together for testing purposes. Examples would include similar offices, bathroom areas, etc.

Paint sampling during this survey was conducted utilizing a Niton XL-309 X-ray florescence analyzer (XRF). This instrument will provide a direct reading identifying a lead concentration. The instrument is calibrated in the field at the beginning and end of each work shift to ensure accuracy. The OSHA level for considering paint to be lead-containing is any measurable level of lead above 0.0 milligrams per square centimeter (mg/cm²). ENSR collected approximately 150 XRF readings of painted components during the survey. All sample locations and results (positive or negative) are reflected on the drawings provided in Appendix B.

Lead Survey Results

Of the 150 XRF samples collected, approximately 46% were positive for lead-based paint under the OSHA Guidelines. In Table 1, following this report, each sample collected has been classified

Mr. Michael J. Palmer, P.E.
City of Amsterdam
March 16, 2004
Page 2

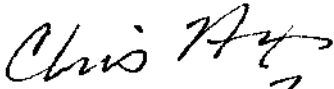
as positive or negative based on OSHA criteria. The information presented in Table 1 is downloaded from the XRF instrument and provides the following data; sample number, floor level, room or sample location, structural component sampled, substrate, component feature (ie. door jamb), paint condition, paint color, sample result (+ or -), and the actual lead content. The sample number from Table 1 correlates with the sample numbers on the drawings in Appendix B.

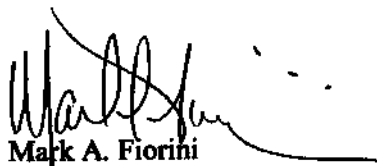
Contractors disturbing lead-based paint are required to comply with OSHA's Lead in Construction Standard 29 CFR 1926.62.

It has been a pleasure working with you on this project. If you have any questions regarding this report please call this office at (315) 432-0506.

Sincerely,

ENSR International


Scott Brown
Industrial Hygienist
For Scott Brown


Mark A. Fiorini
Department Manager

Attachments: Table 1
Appendix A: Certifications
Appendix B: Lead Survey Drawings

Sample	Floor	Room	Structure	Substrate	Feature	Condition	Color	Result	Reading (mg/cm2)
1		Shutter Cal	1					..	NA
2	1	Calibrate						POS	1.15
3	1		Door	Wood	Door	Cracked	White	POS	9.72
4	1		Door	Wood	Casing	Cracked	White	POS	7.39
5	1		Wall	Brick		Cracked	White	POS	0.17
6	1		Wall	Drywall		Cracked	White	POS	0.03
7	1		Door	Wood	Casing	Cracked	Grey	POS	0.03
8	1		Wall	Wood		Cracked	Green	POS	0.74
9	1		Door	Metal	Door	Cracked	Green	POS	0.02
10	1		Window	Wood	Apron	Cracked	Tan	POS	0.04
11	1		Window	Wood	Casing	Cracked	Tan	POS	0.03
12	1	Exterior	Window	Wood	Sash Ext	Cracked	Green	POS	0.54
13	1		Door	Metal	Door	Cracked	Blue	POS	0.03
14	1		Wall	Metal		Cracked	Blue	POS	0.02
15	1		Wall	Metal		Cracked	White	NEG	0
16	1		Wall	Metal	Radiator	Cracked	Blue	POS	0.06
17	1		Window	Wood	Sash	Cracked	White	POS	6.54
18	1		Window	Wood	Casing	Cracked	White	POS	0.07
19	1		Ceiling	Concrte		Cracked	White	POS	0.09
20	1		Ceiling	Concrte		Cracked	Green	POS	0.36
21	1		Door	Wood	Door	Cracked	Green	POS	2.94
22	1	Exterior	Door	Wood	Casing	Cracked	Other	POS	15.53
23	1		Wall	Metal	Radiator	Cracked	Green	POS	0.02
70A	1		Steel	Metal	Beam	Poor	White	NEG	0
71A	1		Steel	Metal	Beam	Poor	White	NEG	0
72A	1		Conduit	Metal	Pipes	Poor	White	NEG	0
73A	1		Drain	Metal	Pipes	Poor	White	NEG	0
74A	1	Exterior	Door	Metal	Casing	Poor	Green	POS	3.04
75A	1	Exterior	Door	Metal	Casing	Poor	Green	NEG	0
76A	1	Exterior	Window	Wood	Sash Ext	Poor	Green	POS	4.37
24	0	To Basement	Stairs	Concrte	Tread	Cracked	Grey	NEG	0
25	0	To Basement	Wall	Brick	Stairwell	Cracked	Green	NEG	0
26	0	To Basement	Ceiling	Concrte	Stairwell	Cracked	White	POS	0.01
27	0	To Basement	Door	Wood	Jamb	Cracked	White	NEG	0
28	0	Basement	Wall	Concrte		Cracked	White	POS	0.6

Sample	Floor	Room	Structure	Substrate	Feature	Condition	Color	Result	Reading (mg/cm2)
29	0	Basement	Door	Wood	Door	Cracked	White	POS	0.13
30	0	Basement	Wall	Concrete		Cracked	Grey	POS	0.01
31	0	Basement	Door	Wood	Jamb	Cracked	White	NEG	0
32	0	Basement	Wall	Drywall		Cracked	Grey	NEG	0
33	0	Basement	Wall	Metal		Cracked	Green	POS	0.01
34	0	Basement	Floor	Steel	Beam	Cracked	Black	POS	0.09
35	0	Basement	Window	Wood	Sash	Peeling	White	POS	9.39
36	0	Basement	Window	Wood	Casing	Cracked	White	POS	1.67
37	0	Basement	Floor	Concrete		Cracked	Grey	NEG	0
38	0	Basement	Door	Metal	Door	Cracked	Green	POS	7.16
39	0	Basement	Wall	Concrete		Cracked	Gray	POS	0.06
40	0	Basement	Wall	Concrete		Cracked	White	NEG	0
41	2		Wall	Concrete	Strainwell	Cracked	Grey	POS	0.05
42	2		Window	Wood	Apron	Cracked	Green	POS	0.04
43	2		Window	Wood	Casing	Cracked	Green	POS	0.05
44	2		Window	Wood	Sash	Cracked	Green	POS	0.1
45	2	Exterior	Door	Wood	Casing	Cracked	Green	POS	0.04
46	2		Door	Wood	Casing	Cracked	White	NEG	0
47	2		Wall	Drywall		Cracked	Green	NEG	0
48	2		Window	Wood	Apron	Cracked	White	NEG	0
49	2		Window	Wood	Casing	Cracked	White	NEG	0
50	2		Wall	Drywall		Cracked	White	NEG	0
51	2		Wall	Wood	Baseboard	Cracked	White	NEG	0
52	2		Window	Wood	Apron	Cracked	Beige	POS	0.04
53	2		Window	Wood	Casing	Cracked	Beige	POS	0.04
54	2	Exterior	Window	Wood	Sash	Cracked	Green	POS	0.61
55	2		Wall	Drywall		Cracked	Beige	NEG	0
56	2		Support	Wood	Column	Cracked	Green	POS	1
57	2		Support	Wood	Column	Cracked	White	POS	0.02
58	2		Support	Wood	Column	Cracked	Red	POS	0.05
59	2		Support	Wood	Column	Cracked	Grey	POS	1.52
60		Shutter Cal	1					...	NA
61		Calibrate						POS	1.11
62		Calibrate						NEG	0
63		Calibrate						POS	3.33

Sample	Floor	Room	Structure	Substrate	Feature	Condition	Color	Result	Reading (mg/cm2)
64	2		Window	Wood	Apron	Cracked	White	NEG	0
65	2		Window	Wood	Casing	Peeling	White	NEG	0
66	2		Wall	Drywall		Peeling	White	NEG	0
67	2		Wall	Drywall		Peeling	Green	NEG	0
68	2		Door	Wood	Casing	Peeling	Green	POS	0.03
69	2		Door	Wood	Casing	Cracked	Green	POS	0.03
70	2		Door	Wood	Casing	Cracked	White	NEG	0
105A		Calibrate						POS	1.27
106A		Calibrate						POS	1.28
107A		Calibrate						POS	1.3
108A		Calibrate						POS	1.13
109A		Calibrate						POS	0.01
1A		Shutter Cal 1						...	NA
2A		Calibrate						POS	1.17
3A		Calibrate						NEG	0
4A		Calibrate						POS	0.43
5A		Calibrate						POS	0.36
6A		Calibrate						POS	1.74
7A		Calibrate						POS	3.72
8A	3	Hall	Window	Wood	Apron	Poor	Yellow	POS	0.01
9A	3	Hall	Window	Wood	Stool	Poor	Yellow	POS	0.03
10A	3	Hall	Window	Wood	Stops	Poor	Yellow	POS	0.08
11A	3	Hall	Wall	Wood	Chair rail	Poor	Yellow	NEG	0
12A	3	Hall	Window	Wood	Sash	Poor	Yellow	NEG	0
13A	3	Hall	Door	Metal	Door	Poor	Brown	POS	3.32
14A	3	Hall	Door	Metal	Casing	Poor	Yellow	POS	4.44
15A	3	Hall	Door	Wood	Casing	Poor	White	POS	0.02
16A	3	Hall	Door	Wood	Door	Poor	White	POS	0.01
17A	3	303	Window	Wood	Trough	Poor	Green	POS	0.22
18A	3	303	Window	Wood	Sash	Poor	White	NEG	0
19A	3	303	Window	Wood	Stool	Poor	White	NEG	0
20A	3	303	Window	Wood	Stool	Poor	White	NEG	0
21A	3	303	Wall	Drywall		Poor	White	POS	0.02
22A	3	303	Wall	Wood	Baseboard	Poor	White	NEG	0
23A	3	304	Wall	Wood	Baseboard	Poor	White	NEG	0

Sample	Floor	Room	Structure	Substrate	Feature	Condition	Color	Result	Reading (mg/cm2)
24A	3	304	Wall	Drywall		Poor	White	NEG	0
25A	3	304	Window	Wood	Apron	Poor	White	POS	0.02
26A	3	304	Window	Wood	Sash	Poor	White	NEG	0
27A	3	304	Window	Wood	Trough	Poor	Green	POS	0.04
28A	3	302	Door	Wood	Casing	Poor	Yellow	NEG	0
29A	3	302	Door	Wood	Door	Poor	Brown	POS	0.04
30A	3	302	Door	Wood	Door	Poor	White	NEG	0
31A	3	302	Door	Wood	Casing	Poor	White	POS	0.13
32A	3	302	Wall	Drywall		Poor	Tan	POS	0.02
33A	3	302	Wall	Drywall		Poor	Tan	POS	0.01
34A	3	Hall	Wall	Wood	Chair rail	Poor	Yellow	NEG	0
35A		Shutter Cal 1						...	NA
36A		Calibrate						NEG	0
37A		Calibrate						POS	1.12
38A		Calibrate						NEG	0
39A		Calibrate						POS	0.01
40A		Calibrate						NEG	0
41A		Calibrate						POS	0.28
42A		Calibrate						NEG	0
43A		Calibrate						POS	0.35
44A		Calibrate						POS	1.49
45A		Calibrate						POS	1.58
46A		Calibrate						POS	1.51
47A		Calibrate						POS	3.83
48A	3	309		Metal	Radiator	Poor	Yellow	POS	0.01
49A	3	309		Metal	Pipes	Poor	Tan	NEG	0
50A	3	309	Wall	Drywall		Poor	Yellow	POS	0.01
51A	3	309	Door	Wood	Casing	Poor	Yellow	POS	0.01
52A	3	309	Door	Wood	Door	Poor	Brown	NEG	0
53A	3	309	Floor	Wood		Poor	Silver	NEG	0
54A	3		Wall	Wood		Poor	Blue	NEG	0
55A	3		Wall	Metal	Radiator	Poor	Blue	POS	0.01
56A	3		Wall	Metal	Pipes	Poor	Burgundy	NEG	0
57A	3		Wall	Concrete		Poor	Grey	POS	0.01
58A	3		Wall	Wood		Poor	Grey	NEG	0

City of Amsterdam Limited Lead Based Paint Survey Mohasco Mills, Building 20A, Series # XL309-U1838NR2166

Sample	Floor	Room	Structure	Substrate	Feature	Condition	Color	Result	Reading (mg/cm2)
59A	3		Support	Metal	Column	Poor	Grey	NEG	0
60A	3		Support	Metal	Column	Poor	Grey	NEG	0
61A	3	308	Support	Metal	Column	Poor	Grey	NEG	0
62A	3	301	Wall	Brick		Poor	White	NEG	0
63A	3	301	Wall	Brick		Poor	Brown	NEG	0
66A	3		Stairs	Metal	Stringer	Poor	Red	POS	3.35
67A	3		Stairs	Metal	Rail cap	Poor	Grey	NEG	0
68A	3		Stairs	Metal	Rail cap	Poor	Grey	NEG	0
69A	3		Stairs	Metal	Riser	Poor	Grey	POS	0.01
64A	4		Roof	Metal	Skylight	Poor	Brown	POS	5.1
65A	4		Roof	Metal	Door	Poor	Green	POS	5.1
110A		Calibrate						POS	0.4
111A		Calibrate						NEG	0
112A		Calibrate						NEG	0
113A		Calibrate						NEG	0
114A		Calibrate						POS	0.26
115A		Calibrate						NEG	0
116A		Calibrate						POS	0.45
117A		Calibrate						POS	1.89
118A		Calibrate						POS	4.33

Appendix A

Certifications



United States Environmental Protection Agency

This is to certify that:

ENSR Corporation

6601 Kirkdale Rd.
East Syracuse, NY 13057

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402(a)(1), and has received certification as a firm, pursuant to 40 CFR Part 745.226 to conduct lead-based paint activities:

Jurisdiction: State of New York excluding Indian Tribes

This certification is valid from the date of issuance
and expires April 30, 2006

Certification # NY-11-042006-006 Issued on: March 20, 2003


Kenneth S. Stoller, P.E., QEP, DEE, Chief
Pesticides & Toxic Substances Branch

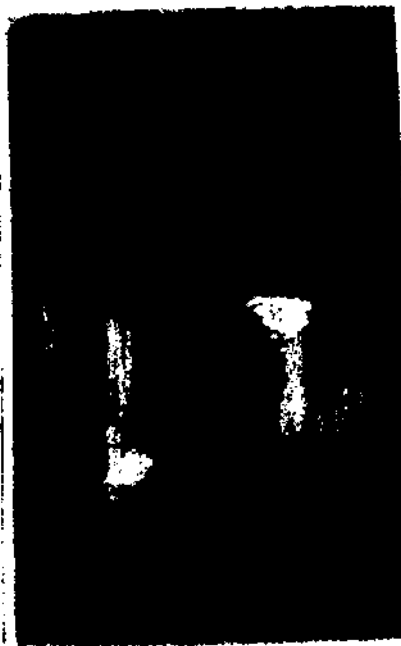
**New York
INSPECTOR**



**Certified Lead-Based
Paint Professional**

Certification No NY-I-586-1	
Date of Birth 07/12/1966	Expiration Date 10/25/2006
Address 6 Mulvihill Dr. New Hartford, NY 13417	
Badge Holder's Name Scott Brown	
Badge Holder's Signature 	

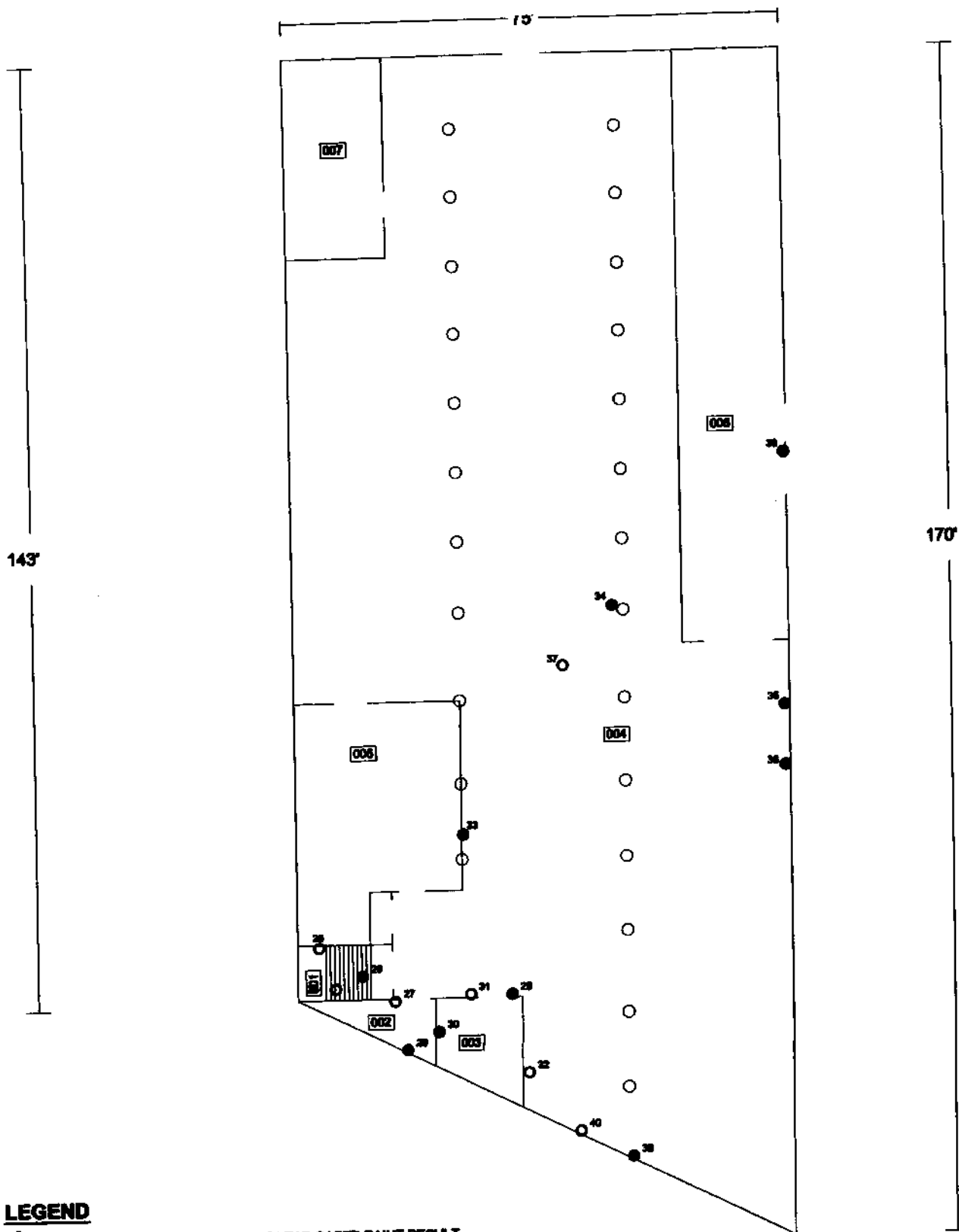
If found, drop in any mailbox
Postmaster: Please return to:
US EPA
1200 Pennsylvania Ave, NW
(MC-74045T)
Washington, DC 20460
or call 1-800-434-LEAD



Certificate No. NY-06-062004-110	
Date of Birth 7/29/1963	Expiration Date 6/3/2004
Address 423 Grand Avenue Rochester, NY 14609	
Badge Holder's Name Timothy J Strupok	
Badge Holder's Signature 	

If found, drop in any mailbox
Postmaster: Please return to
National Lead Service Center
8481 Georgia Avenue, Suite 503
Silver Spring, MD 20910
or call 1-800-424-LEAD

Appendix B
Survey Drawings



LEGEND

- DENOTES SAMPLE ID AND POSITIVE LEAD-BASED PAINT RESULT
- DENOTES SAMPLE ID AND NEGATIVE LEAD-BASED PAINT RESULT

Not To Scale

Lead-Based Paint Survey **City of Amsterdam: Mohasco Mills Complex** **Building No. 20A** **Basement Floor Plan**

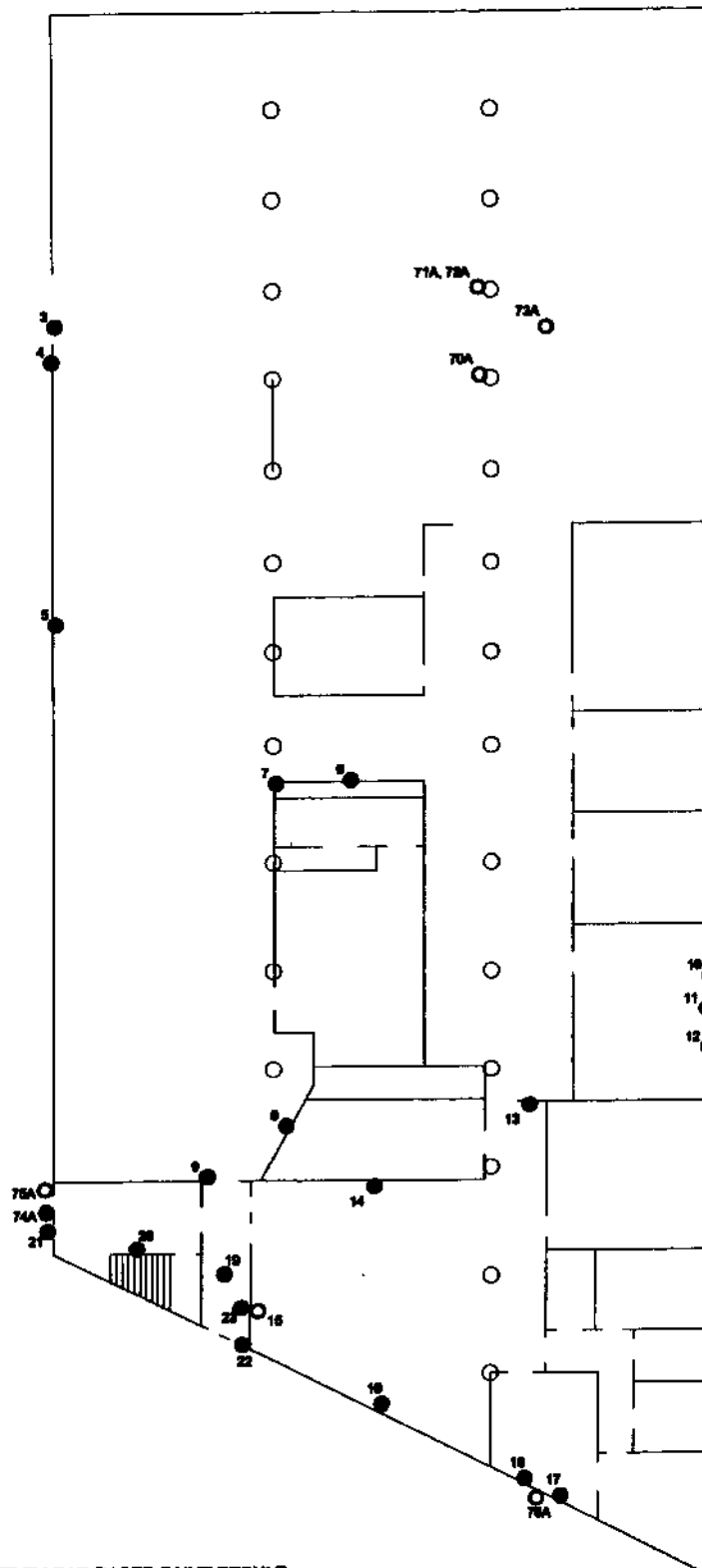
Survey Date(s)	Survey Inspector(s)	Project No.
February 24-26, 2004	SB, TS	10472-001

FIGURE NO.

LBP-1

ENSR
 INTERNATIONAL

6601 KIRKVILLE ROAD
 SYRACUSE, NEW YORK 13057
 PHONE: (315) 432-0508
 FAX: (315) 437-0508
 WEB: [HTTP://WWW.ENSR.COM](http://www.ensr.com)



LEGEND

- DENOTES SAMPLE ID AND POSITIVE LEAD-BASED PAINT RESULT
- DENOTES SAMPLE ID AND NEGATIVE LEAD-BASED PAINT RESULT

Not To Scale

Lead-Based Paint Survey **City of Amsterdam: Mohasco Mills Complex** **Building No. 20A** **First Floor Plan**

ENSR®
INTERNATIONAL
6601 KIRKVILLE ROAD
SYRACUSE, NEW YORK 13057
PHONE: (315) 432-0506
FAX: (315) 437-0809
WEB: [HTTP://WWW.ENSRL.COM](http://www.ensrl.com)

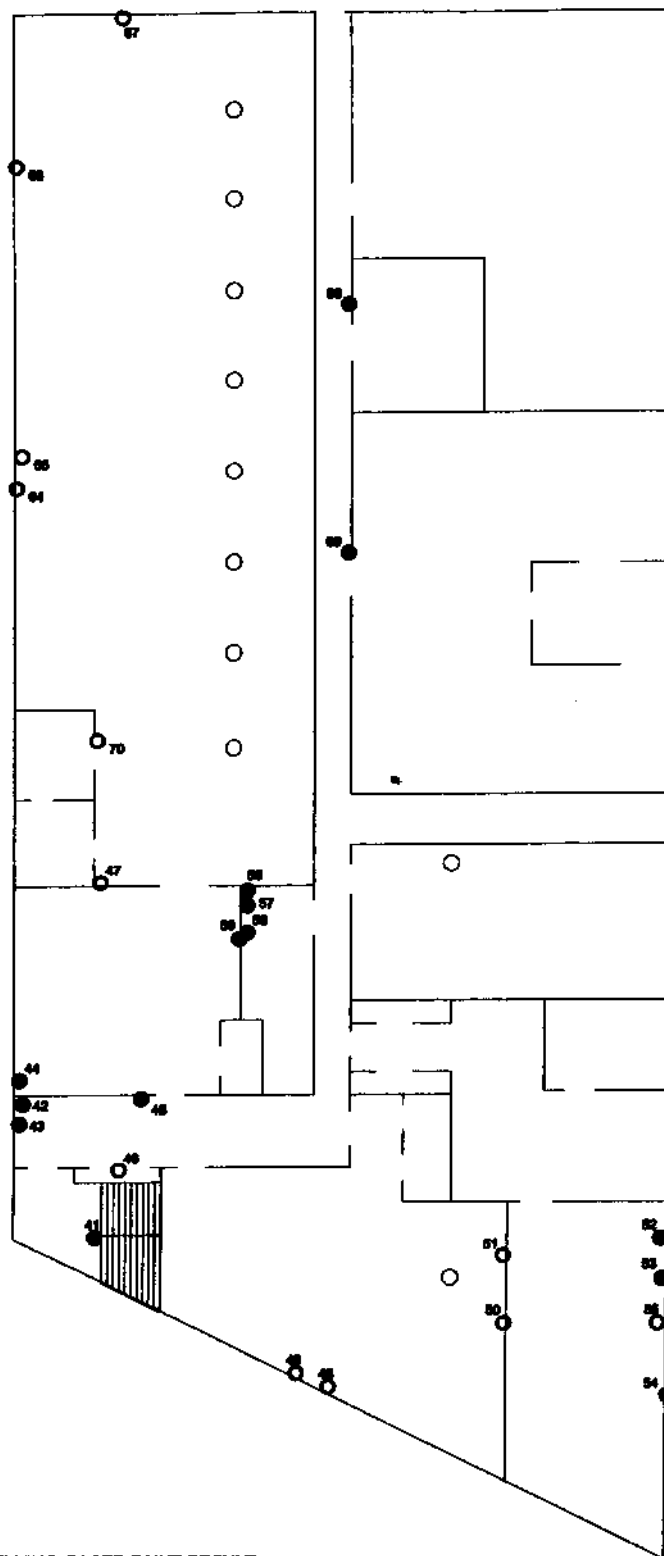
Survey Date(s)
February 24-26, 2004

Survey Inspector(s)
SB, TS

Project No.
10472-001

FIGURE NO.

LBP-2



LEGEND

- DENOTES SAMPLE ID AND POSITIVE LEAD-BASED PAINT RESULT
- DENOTES SAMPLE ID AND NEGATIVE LEAD-BASED PAINT RESULT

Not To Scale



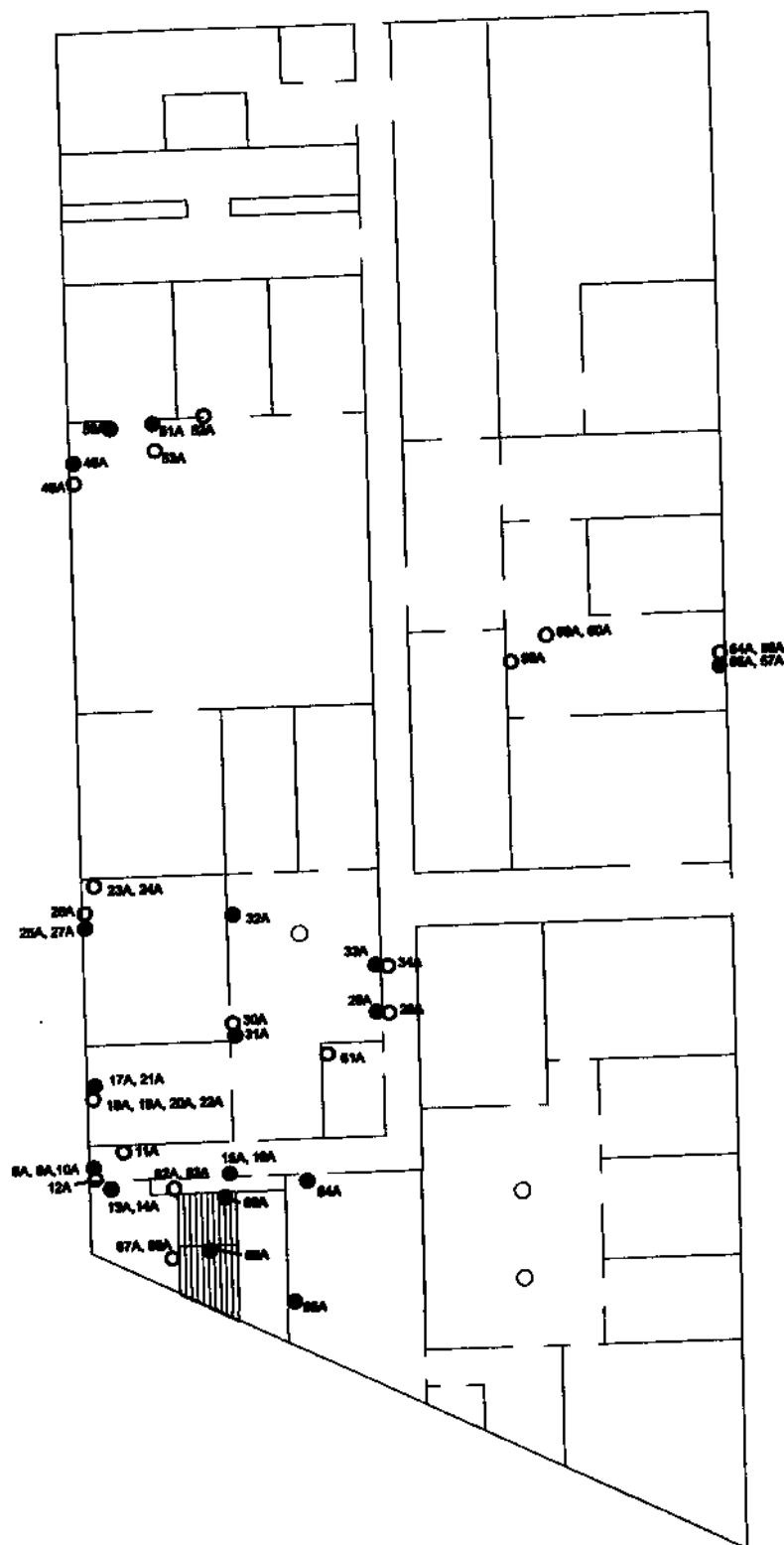
6801 KIRKVILLE ROAD
 SYRACUSE, NEW YORK 13057
 PHONE: (315) 432-0508
 FAX: (315) 437-0509
 WEB: [HTTP://WWW.ENSRL.COM](http://www.ensrl.com)

Lead-Based Paint Survey **City of Amsterdam: Mohasco Mills Complex** **Building No. 20A** **Second Floor Plan**

Survey Date(s)	Survey Inspector(s)	Project No.
February 24-26, 2004	SB, TS	10472-001

FIGURE NO.

LBP-3



LEGEND

- [#] DENOTES SAMPLE ID AND POSITIVE LEAD-BASED PAINT RESULT
- [#] DENOTES SAMPLE ID AND NEGATIVE LEAD-BASED PAINT RESULT

Not To Scale

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INTERNATIONAL

6601 KIRKVILLE ROAD
SYRACUSE, NEW YORK 13057
PHONE: (315) 432-0506
FAX: (315) 437-0509
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Lead-Based Paint Survey **City of Amsterdam: Mohasco Mills Complex** **Building No. 20A** **Third Floor Plan**

Survey Date(s)
February 24-26, 2004

Survey Inspector(s)
SB, TS

Project No.
10472-001

FIGURE NO.

LBP-4

Malcolm Pirnie, Inc.

for

**Mahasco Mill Complex Building # 20 A
Amsterdam, New York**

Hazardous Material Survey Report

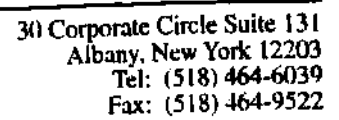
Generated on:

6/14/99

TESTWELL LABORATORIES, INC.

**Brian K. McLaren
Project Manager
30 Corporate Circle Suite 131
Albany, New York 12203**

tele: (518) 464-6039 fax: (518) 464-9522



For

Asbestos Demo Survey Report

6/14/99

Brian K. McLaren
Project Manager
30 Corporate Circle Suite 131
Albany, New York 12203

tele: (518) 464-6039 fax: (518) 464-9522



Table of Content

Section 1:	Demo Report
Section 2:	Survey Report Pink Maps PLM & NOB/TEM Reports
Section 3:	List of Bidders
Section 4:	Testwell Laboratories, Inc.

Asbestos Survey Investigation

Executive Summary

The Mahasco Mill Complex building has been inspected and evaluated during the development of this Asbestos Demo Survey Investigation, for Asbestos Containing Building Materials (ACBM).

Inspection Procedures:

An asbestos demo survey investigation was conducted on the above-unoccupied buildings. The survey was done in accordance with 12 NYCRR Part 56 (56 1.9) requirements and 40 CFR 763 and the new OSHA Regulation.

Building History: The above referenced building was built in the late 1900's. The building is a 4 story structure with slab on deck floors. The building has a full basement slab on grade. The exteriors are finished masonry brick and block walls with a flat roof.

Asbestos Containing Material Found within the building.

Thermal System Insulation (TSI) and TSI Debris on floor can be found within the building.

VAT was found in a few area within the building.

Roof Felts , Flashing, Glazing & Sealant was found on the exterior of this Building with transite siding on the side of the building which was not part of this inspection.

The sampling Scheme consists of assigning each room in the building a functional space number, and identify all suspect asbestos containing material and grouping them into homogeneous Categories which are also numbered.

Inspection procedures were conducted in accordance with the requirements of the AHERA Regulations, HUD guide lines new OSHA requirements and New York State Code Rule 56 to the best of the contributing inspector's abilities. A Certified Inspector performed all inspecting and bulk sampling.

All friable bulk samples were tested using polarized light microscopy (PLM), EPA interim method using dispersion staining, Non-Friable Organically Bound Material By ELAP, to determine the asbestos content. Polarized light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos containing, confirmation must be made by quantitative transmission electron microscopy. All tests performed by a Certified Lab Technician.

Assessments - Recommendations

If this building is schedule to be rehabilitation. Removal of all Asbestos Containing Building Material must be removed by license Asbestos Contractor before the building is remodeling. Removal required under EPA, NYS, OSHA, PESH and NESHAP Regulations (40 CFR Part 61).

Final Remedial - Recommendations & Responses

Management Planners recommendations, response choice and reasons.

Thermal System Insulation	2,067 Ln. Ft. of Friable Removals
TSI Debris on Floor	150 Sq.Ft. of Friable Removals
VAT but not Mastic	1,815 Sq.Ft. of Non Friable Removals
Roof Felts & Flashing	9,750 Sq.Ft. of Non Friable Removals
Glazing and Sealant	300 Sq.Ft. of Non Friable Removals
Cost to remove ACBM	\$ 69,500.00
Project Monitoring & Air Monitoring Cost for over all project	\$ 10,00.00
Estimated Cost to remove ACBM	\$ 79,500.00

Qualifications \ Accreditation

The NYS Labor Department certifies Testwell Laboratories, Inc. Albany Division as a License Asbestos Contractor, is certified by the NYS Health Department for analysis of air and bulk asbestos samples (ELAP 10871), as well as by the National Voluntary Laboratory Accreditation Program (EPA NVLAP 1102) and AIHA American Industrial Hygiene Association.

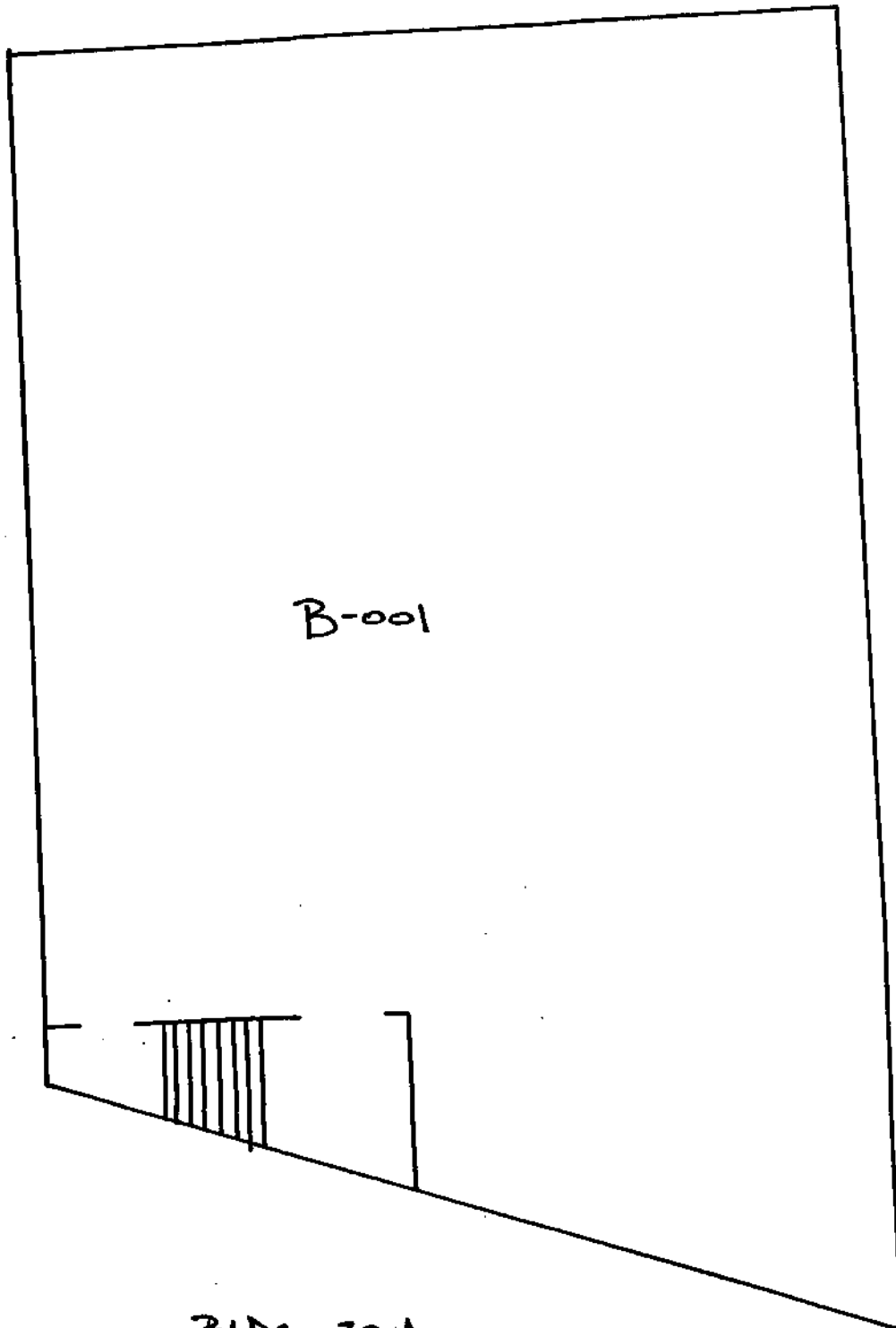
Brian K. McLaren - Certified Inspector/Management Planner AH: 88-10819

As the certified Inspector/Management Planner responsible for development of this Survey plan, I certify that it has been written and reviewed in a manner, which is in full compliance with the Applicable rules and regulations as required by Federal Regulations 40 CFR, Part 763.

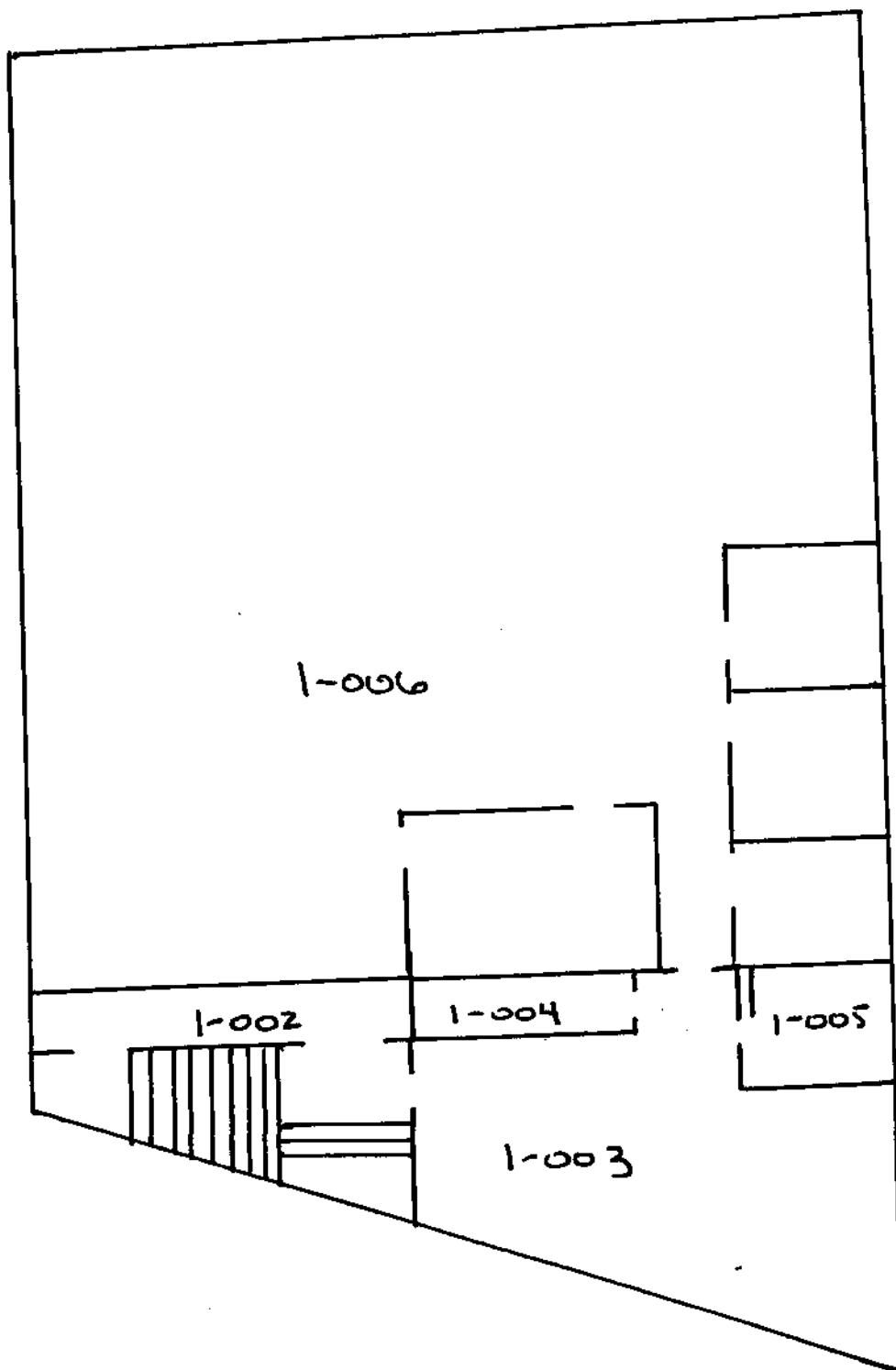
Testwell Laboratories, Inc.

Brian K. McLaren

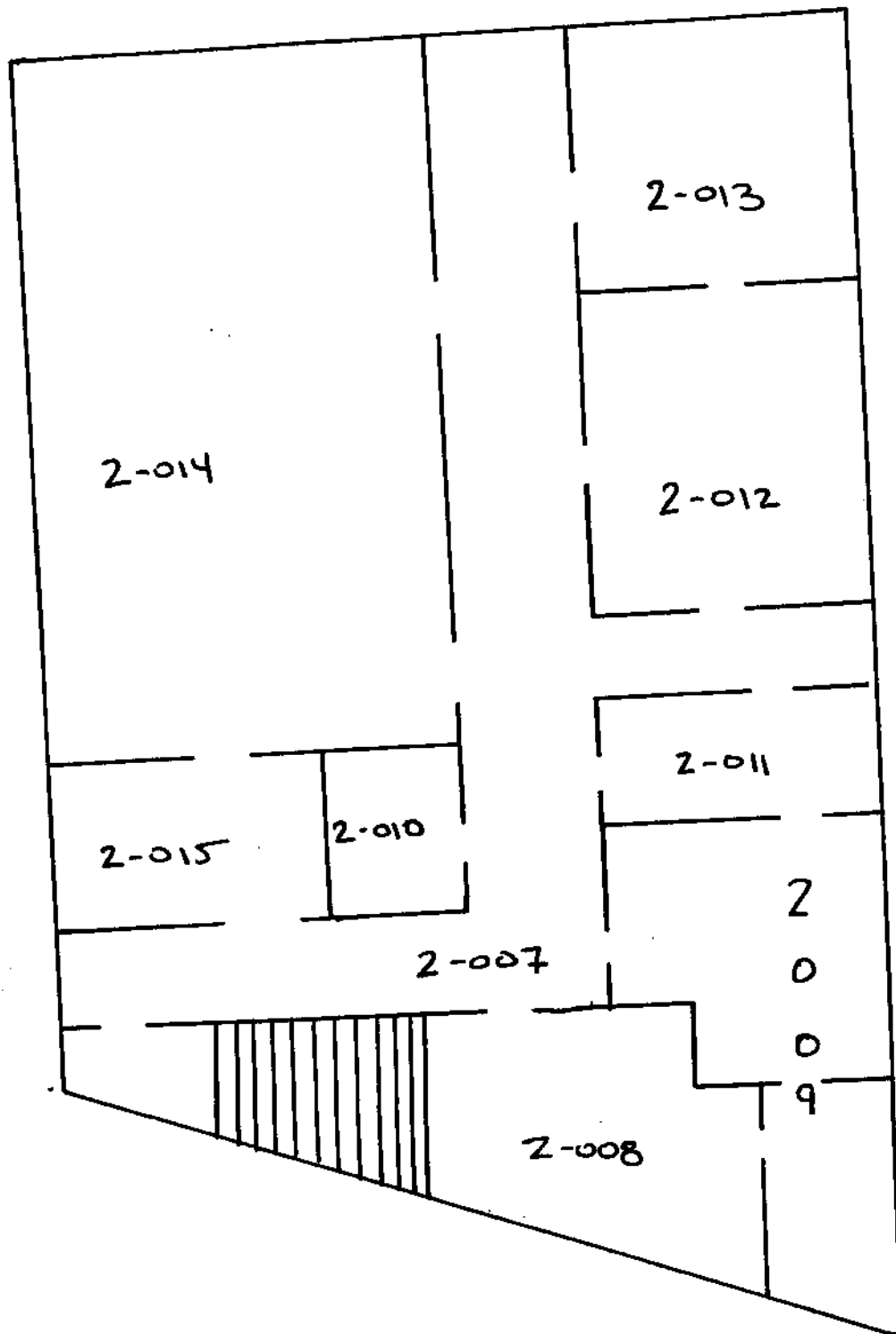
Brian K. McLaren
Project Manager



Bldg 20 A
Ground/Basement



BLDG 20A
2nd Floor



BLDG 20A
3rd Floor

BLDG 20A
4th Floor



MALCOLM PIRNIE, INC.

BUILDING 20 A

INDEX OF HOMOGENOUS LIST

Areas in underlined type are confirmed Asbestos Containing Building Material

0001	Gypsum Board	Non-ACBM
0002	<u>Pipe Insulation</u>	<u>Confirmed ACBM</u>
0003	<u>Debris on Floor</u>	<u>Confirmed ACBM</u>
0004	<u>Pipe Fitting Insulation</u>	<u>Confirmed ACBM</u>
0005	Plaster	Non ACBM
0006	<u>Blue 9" Floor Tile</u>	<u>Confirmed ACBM</u>
0007	<u>Black 9" Floor Tile</u>	<u>Confirmed ACBM</u>
0008	Mastic for 9" Floor Tile	Non ACBM
0009	1x1 Ceiling Tile	Non ACBM
0010	2x4 Ceiling Tile	Non ACBM
0011	2x2 Ceiling Tile	Non ACBM
0012	Masonite Board	Non ACBM
0013	<u>Roof Felts</u>	<u>Confirmed ACBM</u>
0014	<u>Flashing</u>	<u>Confirmed ACBM</u>
0015	<u>Glazing and Sealant</u>	<u>Confirmed ACBM</u>
0016	Vapor Barrier (under Floors)	Non ACBM

Building Name:	Building #20 A	Level No.:	Basement/ Ground
Functional Space:	Ground Floor	Space I.D. #:	B-001

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Gypsum Board	Non Friable	350 Sq. Ft.	0
0002 Pipe Insulation	Friable	600 Ln. Ft.	600 Ln. Ft.
0003 Debris on Floor	Friable	150 Sq. Ft.	150 Sq. Ft.
0004 Pipe Fitting Insulation	Friable	90 Ln. Ft.	90 Ln. Ft.

Recommended Response Actions:

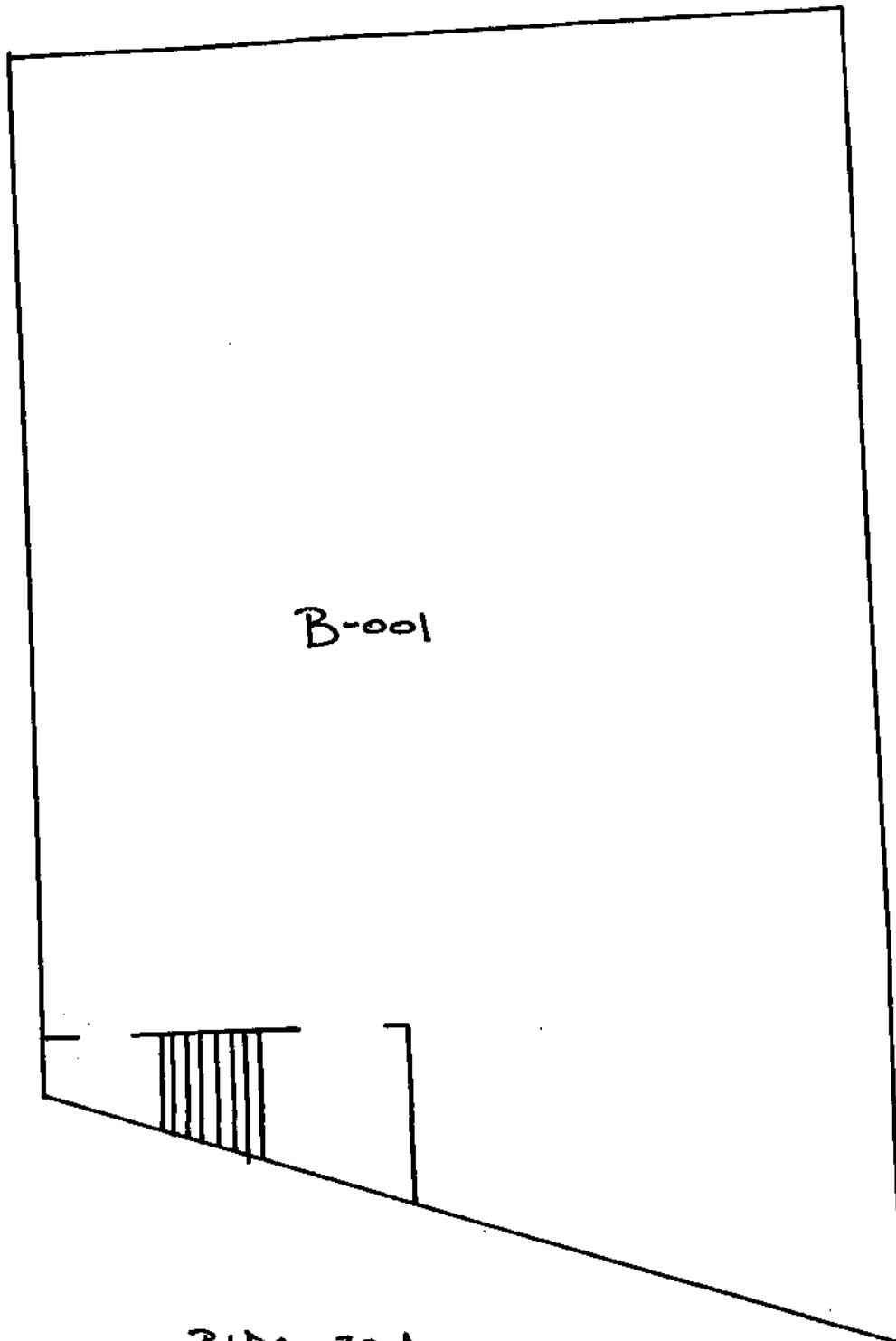
Homogenous 0001 is Non ACBM.

Homogenous 0002, 0003 & 0004 are confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



BLDG 20 A
Ground/BASEMENT

Building Name:	Building #20 A	Level No.:	Second Floor
Functional Space:	Stairwell	Space ID. #:	1-002

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0005 Plaster	Non Friable	2500 Sq. Ft.	30 Sq. Ft.

Recommended Response Actions:

Homogenous 0005 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	First Floor
Functional Space:	Room	Space I.D. #:	1-003

Homogenous Material List

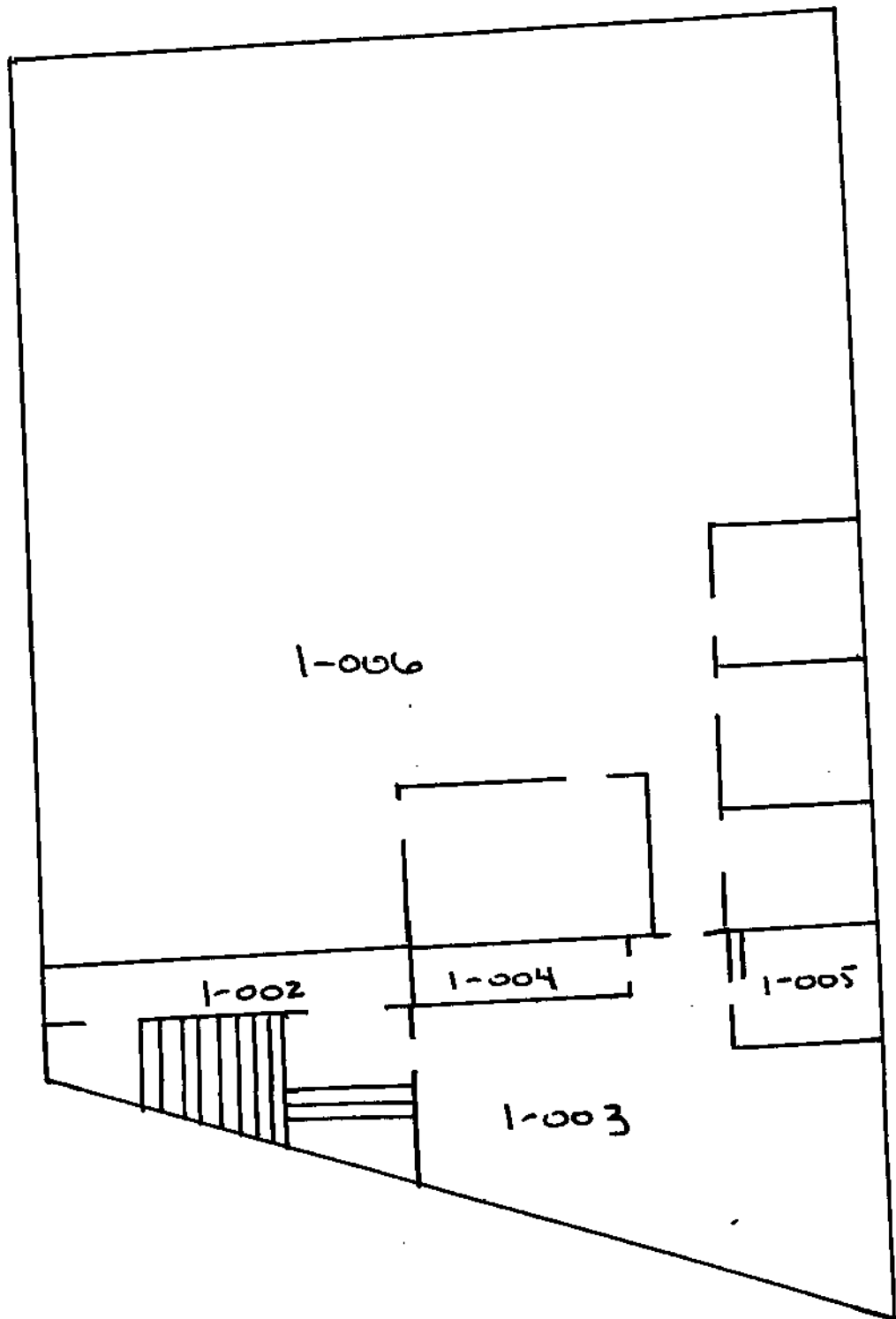
Material:	Non Friable	Amount	Damaged
0006 Blue 9" Floor Tile	Non Friable	750 Sq. Ft.	0
0007 Black 9" Floor Tile	Non Friable	750 Sq. Ft.	0
0008 Mastic for Floor Tile	Non Friable	1500 Sq. Ft.	0
0002 Pipe Insulation	Friable	60 Ln. Ft.	10 Ln. Ft.
0004 Pipe Fitting Insulation	Friable	9 Ln. Ft.	0
0009 1x1 Ceiling Tile	Friable	1500 Sq. Ft.	0

Recommended Response Actions:

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



BLDG 20A
2nd Floor

Building Name:	Building #20 A	Level No.:	Second Floor
Functional Space:	File Room	Space I.D. #:	1-004

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0006 Blue 9" Floor Tile	Non Friable	90 Sq. Ft.	0
0008 Mastic for Floor Tile	Non Friable	90 Sq. Ft.	0
0009 1x1 Ceiling Tile	Non Friable	90 Sq. Ft.	0

Recommended Response Actions:

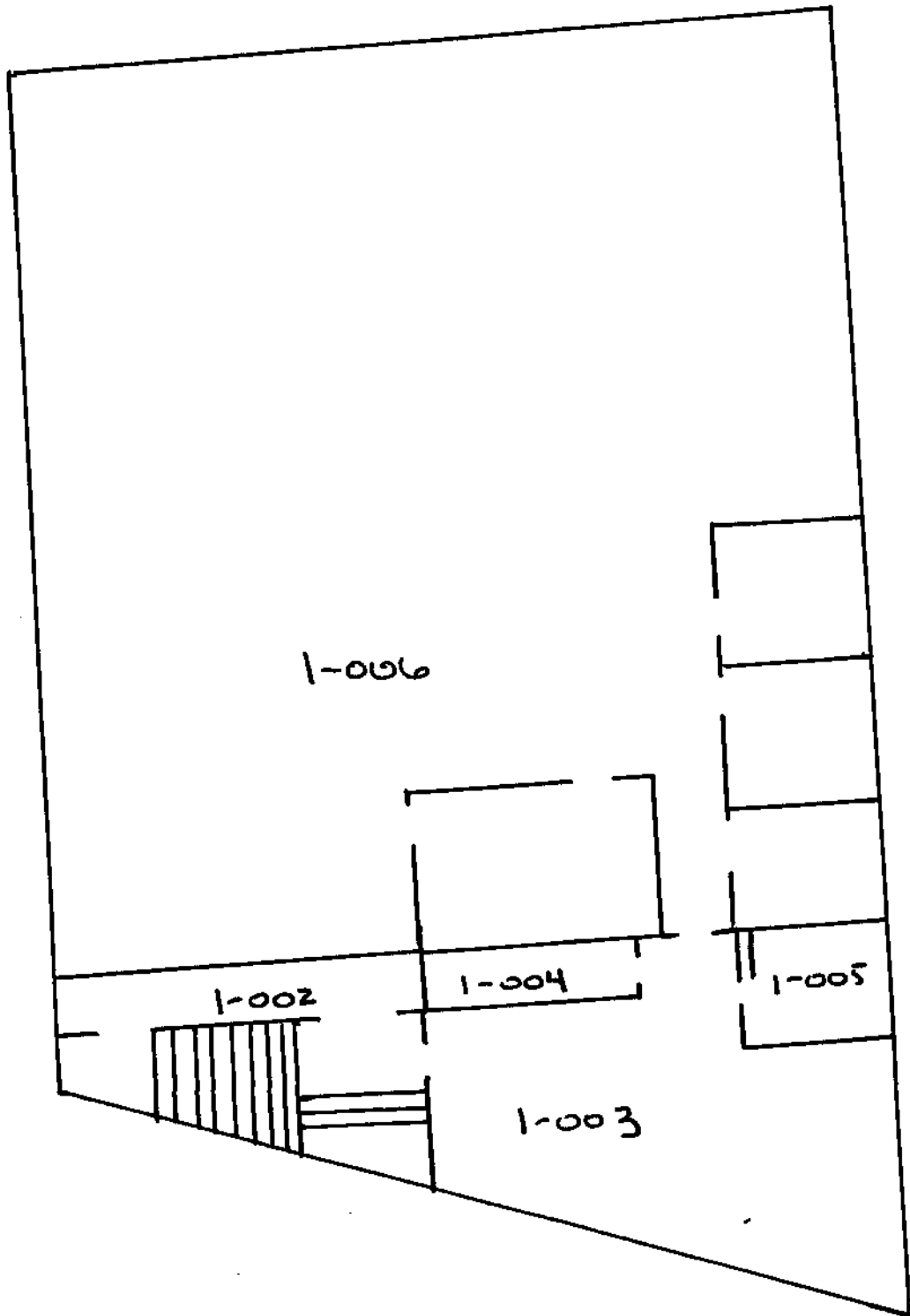
Homogenous 0008 and 0009 is non ACBM.

Homogenous 0006 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



BLDG 20A
2nd Floor

Building Name:	Building #20 A	Level No.:	Second Floor
Functional Space:	Mechanical Room	Space I.D. #:	1-005

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0006 Blue 9" Floor Tile	Non Friable	225 Sq. Ft.	0
0008 Mastic for Floor Tile	Non Friable	225 Sq. Ft.	0
0009 1x1 Ceiling Tile	Non Friable	225 Sq. Ft.	0

Recommended Response Actions:

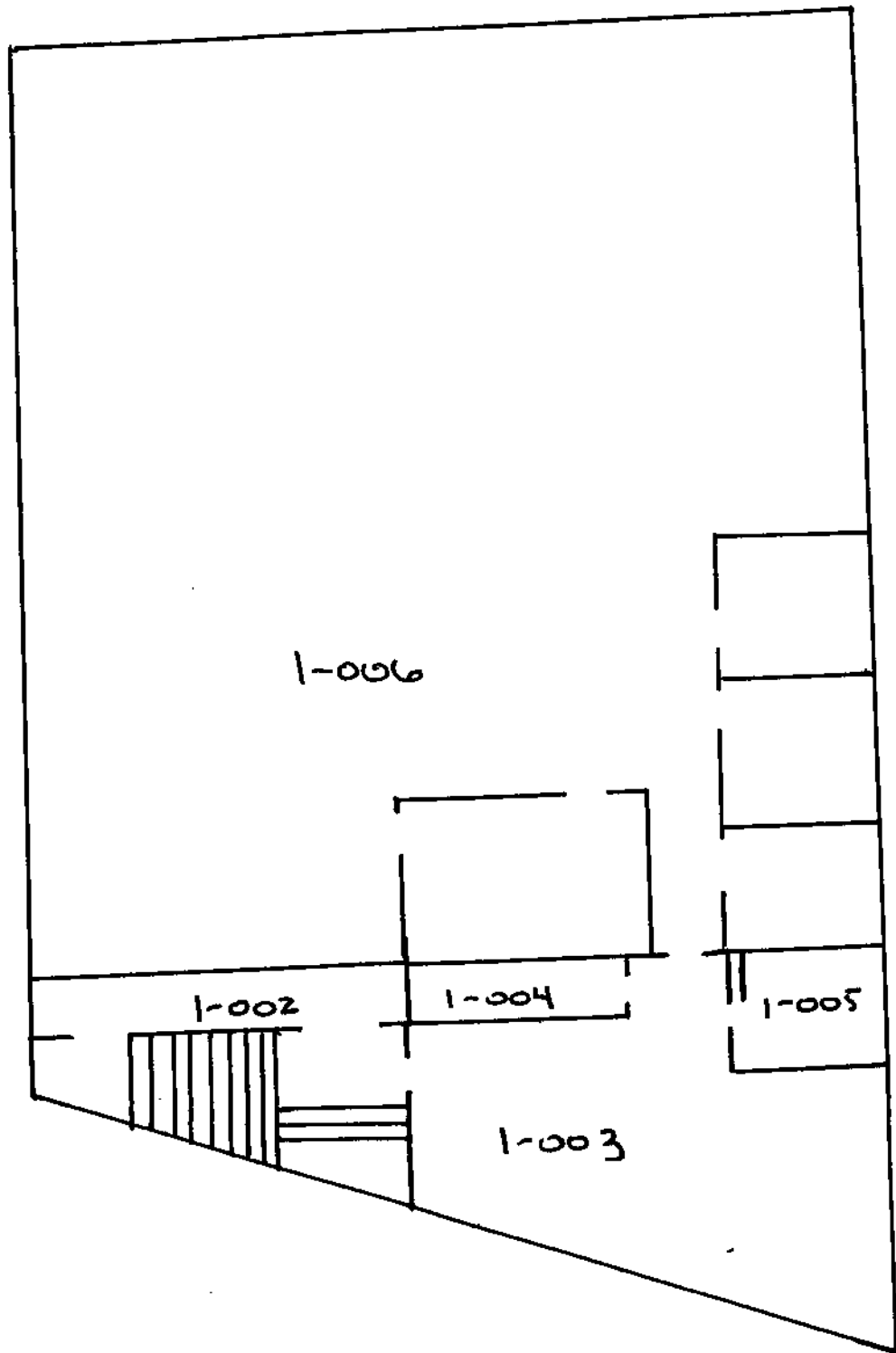
Homogenous 0008 and 0009 is non ACBM.

Homogenous 0006 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



BLDG 20A
2nd Floor

Building Name:	Building #20 A	Level No.:	Second Floor
Functional Space:	Bay Area	Space I.D. #:	1-006

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	9600 Sq.	9600 Sq. Ft.
0001 Gypsum Board	Non Friable	3200 Sq.	300 Sq. Ft.
0002 Pipe Insulation	Friable	250 Ln. Ft.	250 Ln. Ft.
0004 Pipe Fitting Insulation	Friable	10 Ln. Ft.	5 Ln. Ft.

Recommended Response Actions:

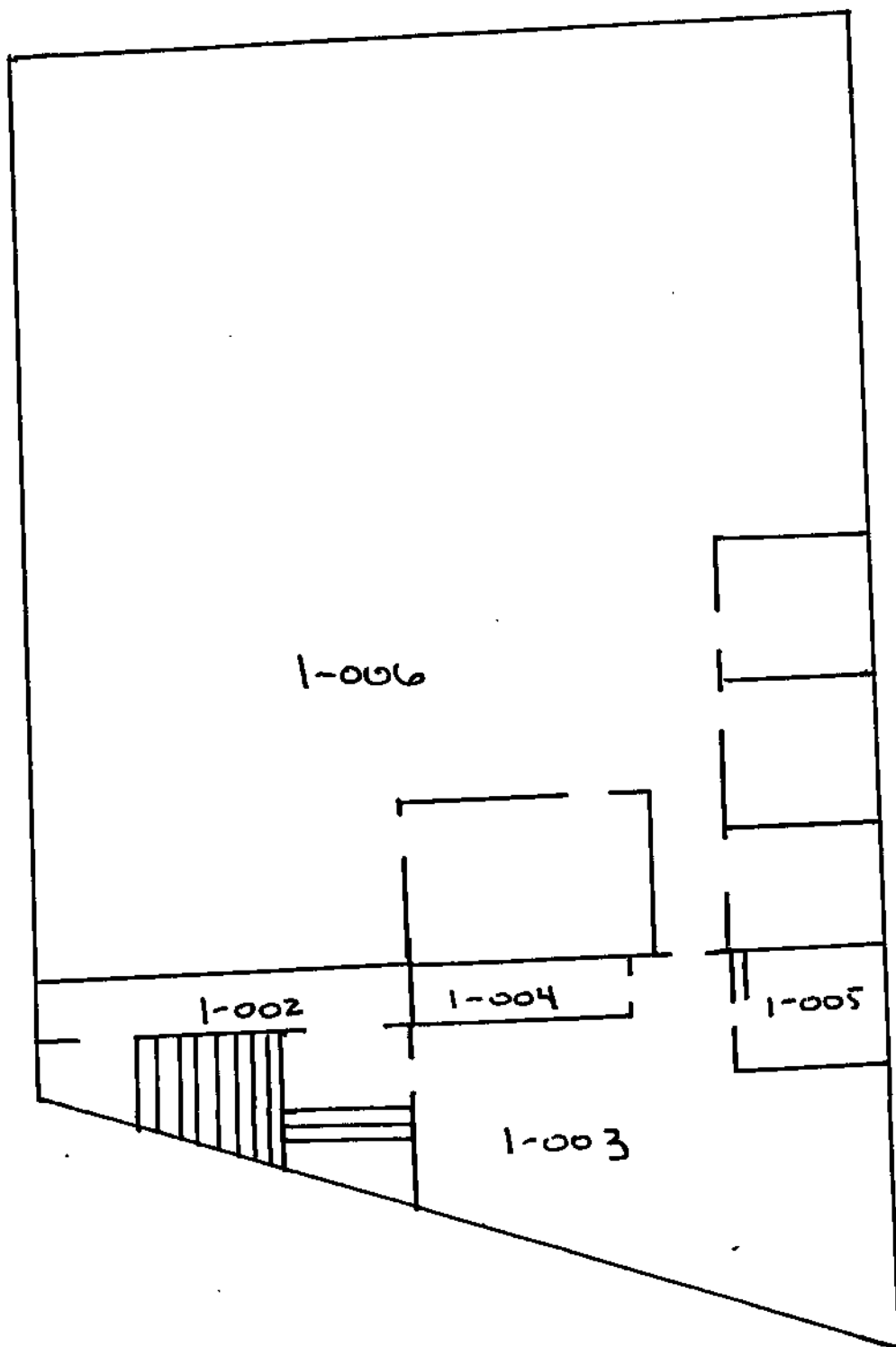
Homogenous 0010 and 0001 is non ACBM.

Homogenous 0002 and 0004 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



BLDG 20A
2nd Floor

Building Name:	Building #20 A	Level No.:	Third Floor
Functional Space:	Hallway	Space I.D. #:	2-007

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tiles	Non Friable	500 Sq. Ft.	500 Sq. Ft.
0001 Gypsum Board	Non Friable	2400 Sq. Ft.	200 Sq. Ft.
0002 Pipe Insulation	Friable	15 Ln. Ft.	15 Ln. Ft.

Recommended Response Actions:

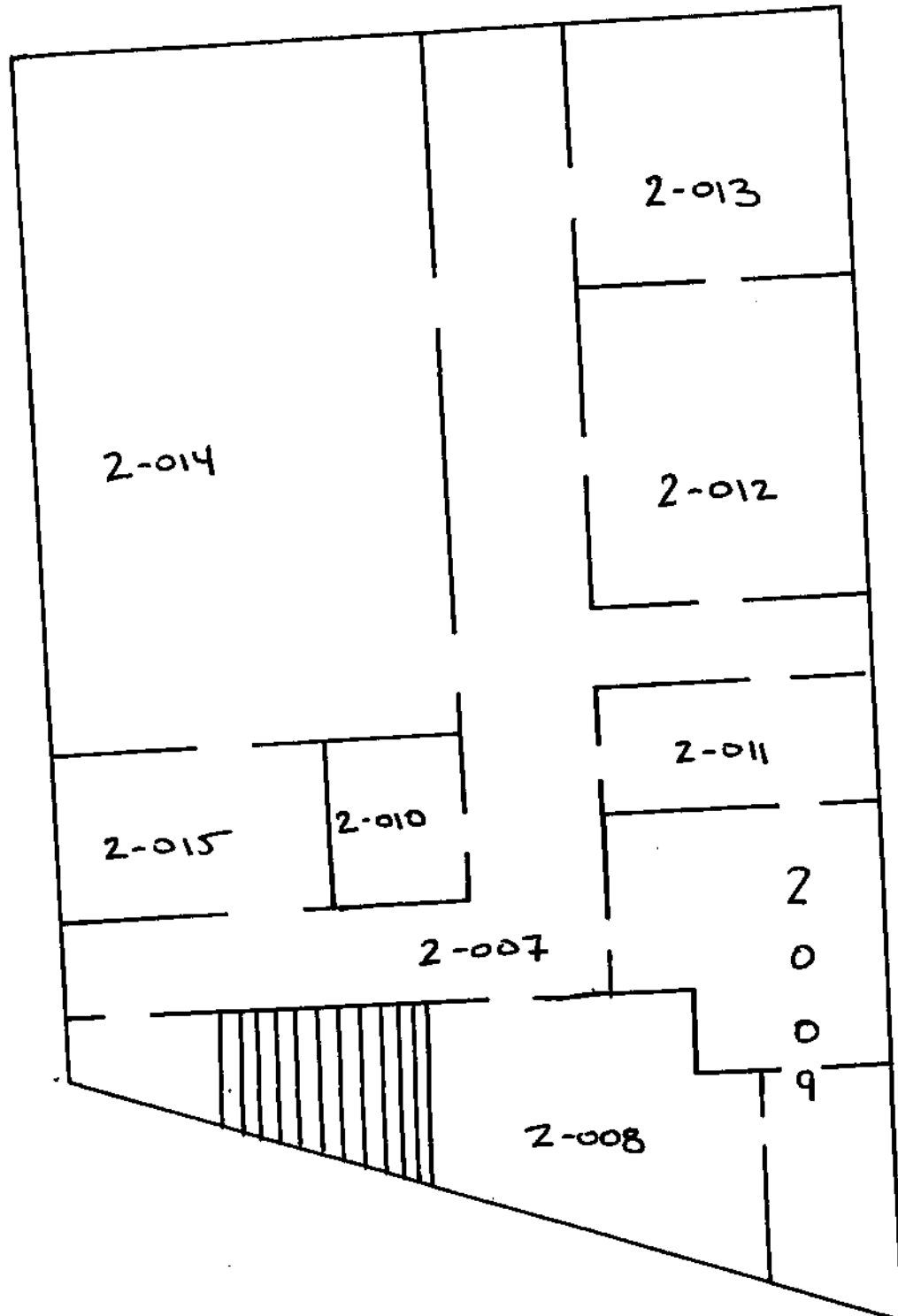
Homogenous 0010 and 0001 is non ACBM.

Homogenous 0002 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Bldg 20A
3rd Floor

Building Name:	Building #20 A	Level No.:	Third Floor
Functional Space:	Office	Space I.D. #:	2-008

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	1056 Sq. Ft.	1056 Sq.
0001 Gypsum Board	Non Friable	1950 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0010 and 0001 is non ACM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Third Floor
Functional Space:	Office	Space I.D. #:	2-009

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	672 Sq. Ft.	672 Sq. Ft.
0011 2x2 Ceiling Tile	Non Friable	870 Sq. Ft.	870 Sq. Ft.
0001 Gypsum Board	Non Friable		

Recommended Response Actions:

Homogenous 0010, 0011 and 0001 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Third Floor
Functional Space:	Mechanical Room	Space I.D. #:	2-010

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Gypsum Board	Non Friable	1500 Sq. Ft.	0
0002 Pipe Insulation	Friable	50 Ln. Ft.	10 Ln. Ft.
0004 Pipe Fitting Insulation	Friable	7 Ln. Ft.	7 Ln. Ft.

Recommended Response Actions:

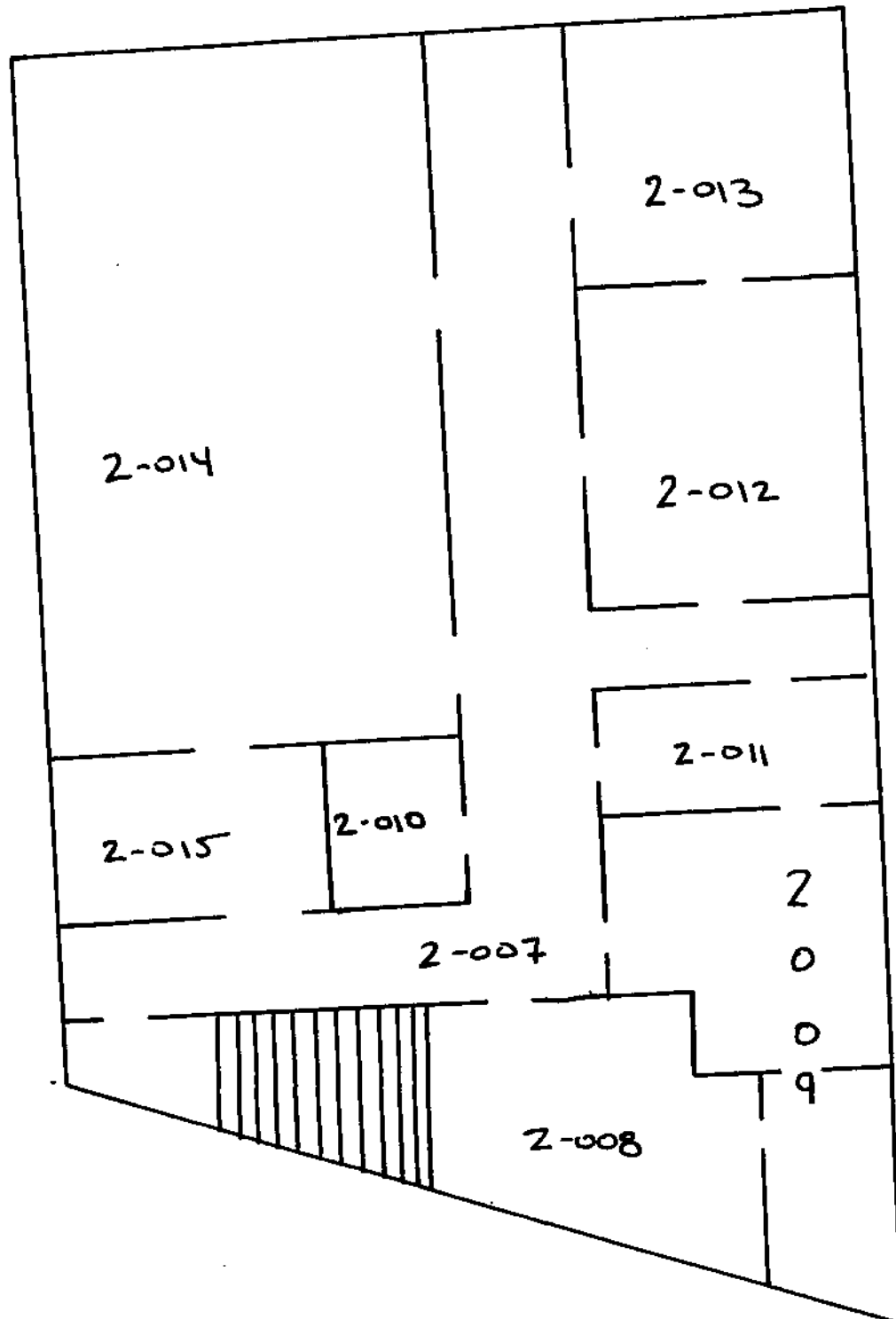
Homogenous 0001 is non ACBM.

Homogenous 0002 and 0004 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Bldg 20A
3rd Floor

Building Name:	Building #20 A	Level No.:	Third Floor
Functional Space:	Room	Space I.D. #:	2-011

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	260 Sq. Ft.	260 Sq. Ft.
0001 Gypsum Board	Non Friable	1140 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0010 and 0001 is non ACM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Third Floor
Functional Space:	Room	Space I.D. #:	2-012

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	960 Sq. Ft.	960 Sq. Ft.
0001 Gypsum Board	Non Friable	2000 Sq. Ft.	0
0002 Pipe Fitting Insulation	Friable	210 Ln. Ft.	70 Ln. Ft.

Recommended Response Actions:

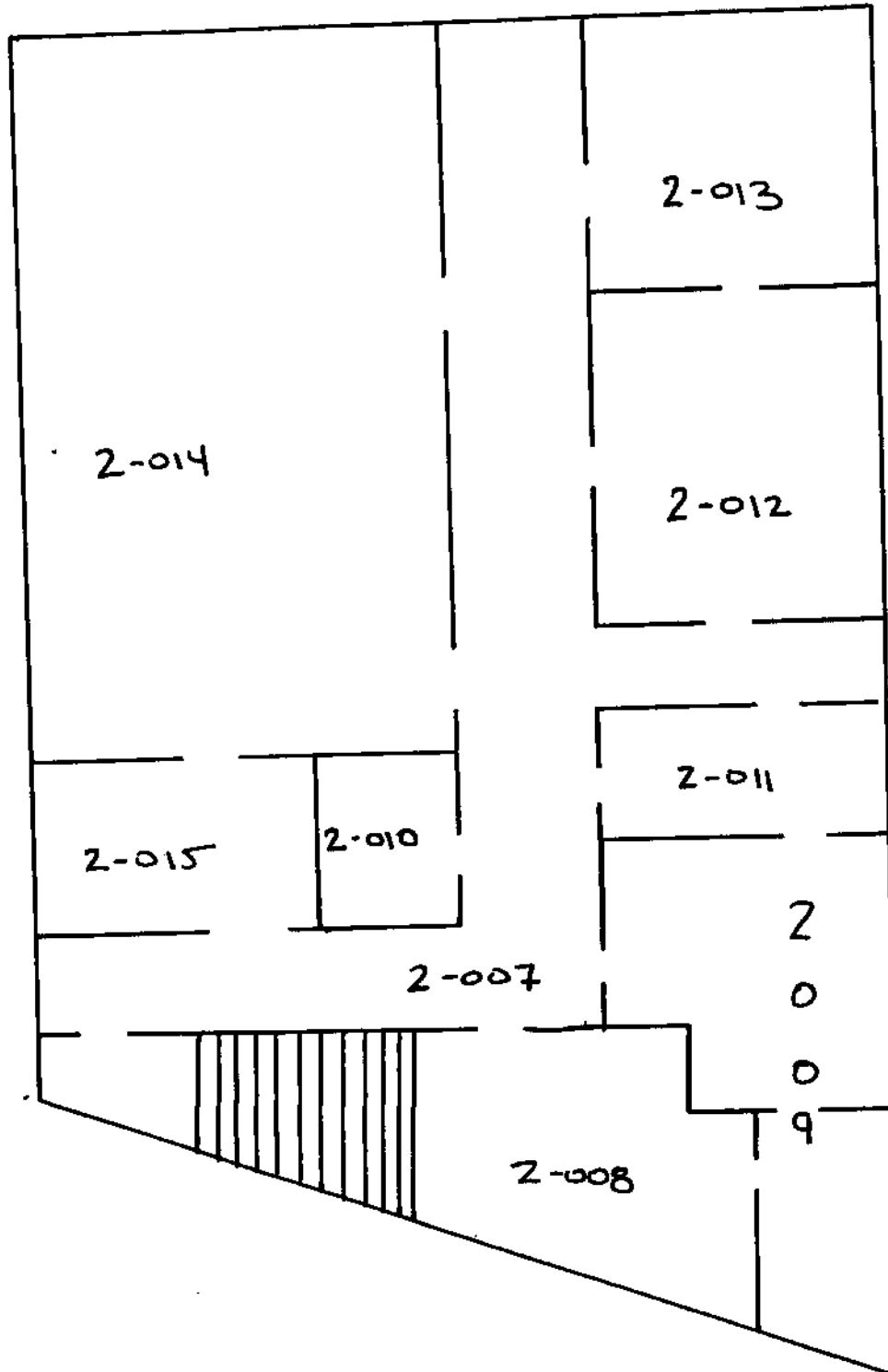
Homogenous 0010 and 0001 is non ACBM.

Homogenous 0002 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Bldg 20A
3rd Floor

Building Name:	Building #20 A	Level No.:	Third Floor
Functional Space:	Room	Space I.D. #	2-013

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	960 Sq. Ft.	300 Sq. Ft.
0001 Gypsum Board	Non Friable	2000 Sq. Ft.	20 Sq. Ft.
0002 Pipe Insulation	Friable	380 Ln. Ft.	50 Ln. Ft.

Recommended Response Actions:

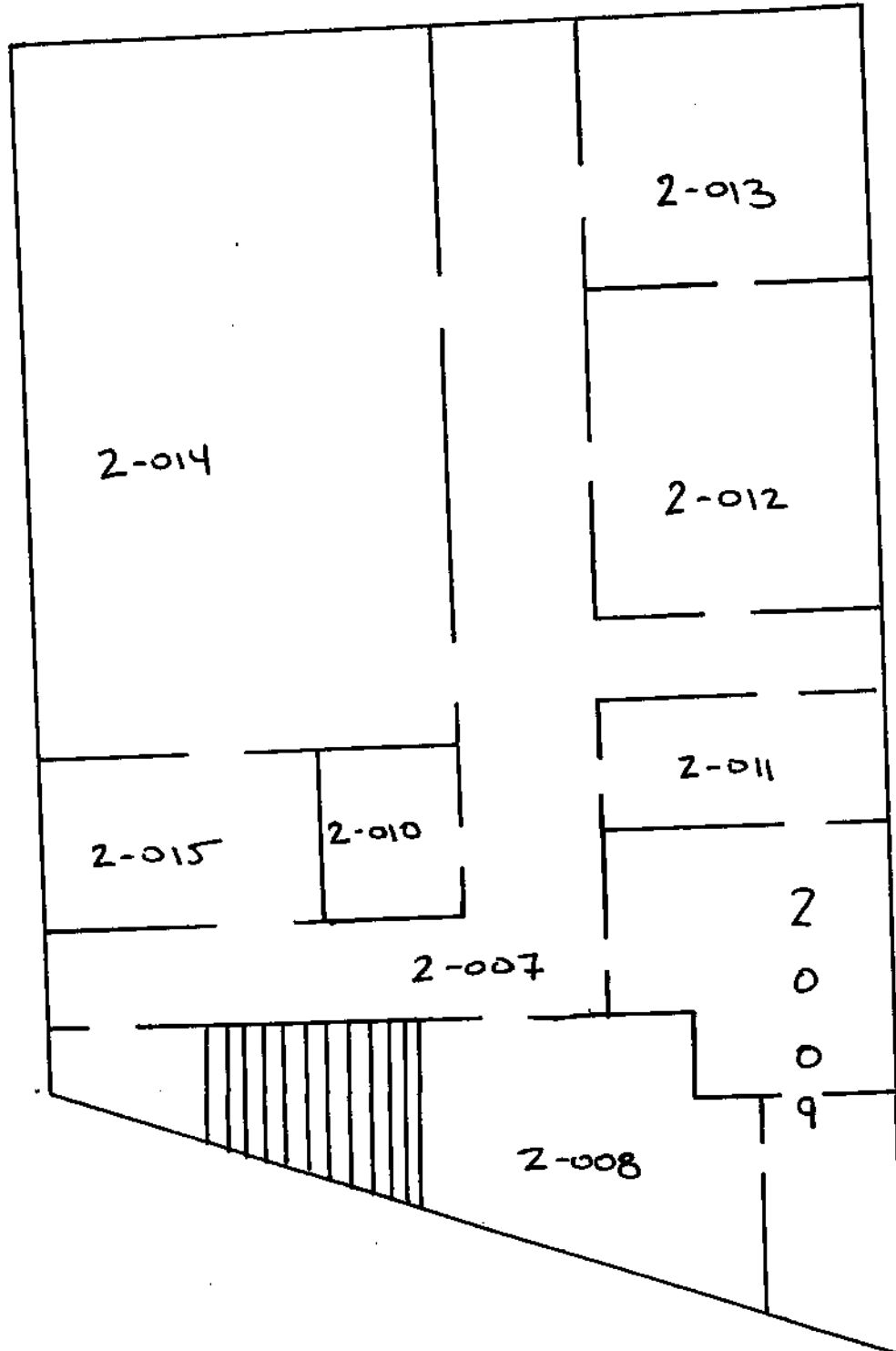
Homogenous 0010 and 0001 is non ACBM.

Homogenous 0002 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Bldg 20A
3rd Floor

Building Name:	Building #20 A	Level No.:	Third Floor
Functional Space:	Room	Space ID, #:	2-014

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	3920 Sq. Ft.	900 Sq. Ft.
0001 Gypsum Board	Non Friable	5000 Sq. Ft.	100 Sq. Ft.
0002 Pipe Insulation	Friable	250 Ln. Ft.	50 Ln. Ft.
0004 Pipe Fitting Insulation	Friable	4 Ln. Ft.	4 Ln. Ft.

Recommended Response Actions:

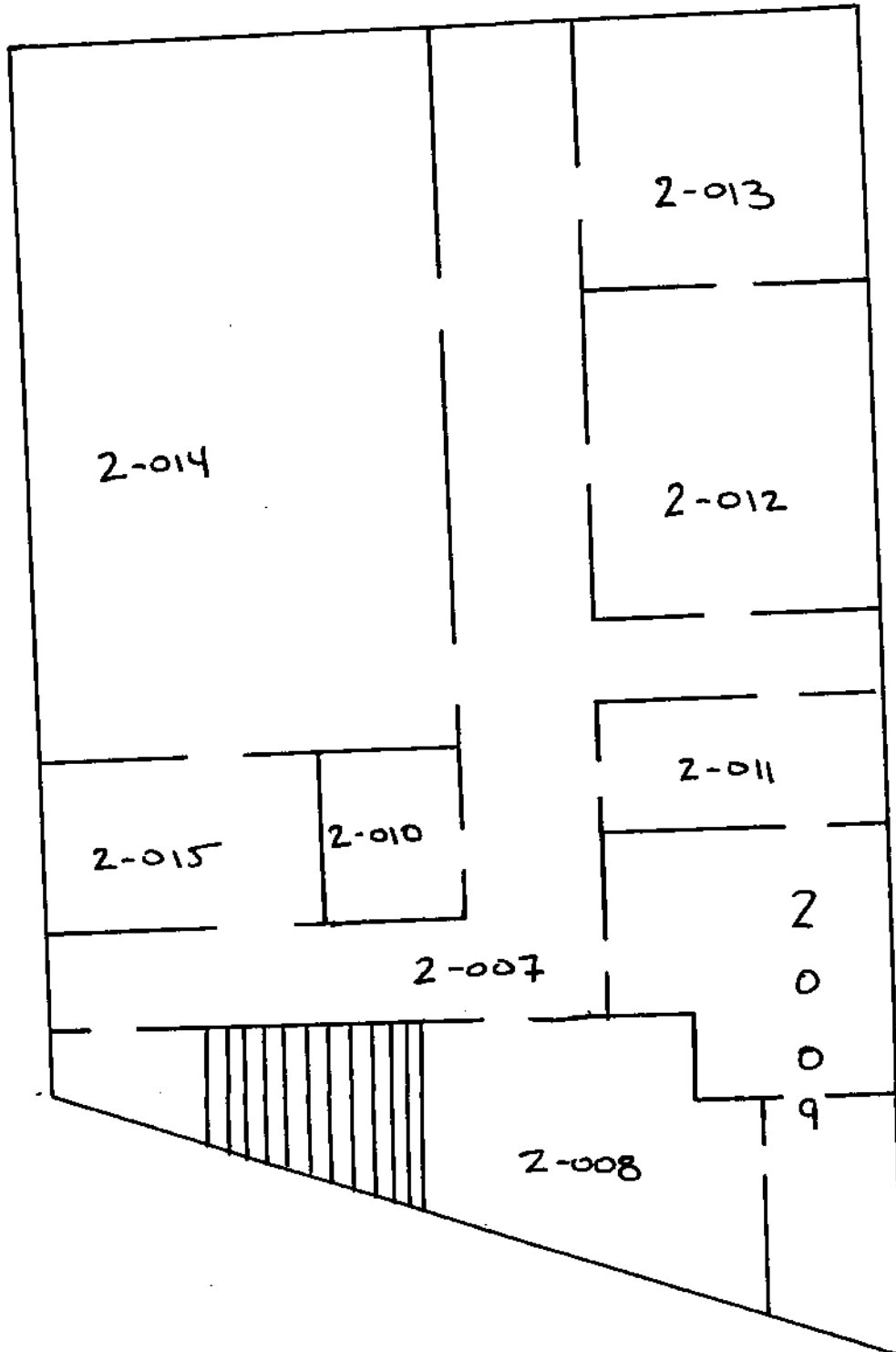
Homogenous 0010 and 0001 is non ACBM.

Homogenous 0002 and 0004 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



BLDG 20A
3rd Floor

Building Name:	Building #20 A	Level No.:	Third Floor
Functional Space:	Room	Room ID. #:	2-015

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	600 Sq. Ft.	308 Sq. Ft.
0001 Gypsum Board	Non Friable	1800 Sq. Ft.	10 Sq. Ft.
0002 Pipe Insulation	Friable	100 Ln. Ft.	20 Ln. Ft.

Recommended Response Actions:

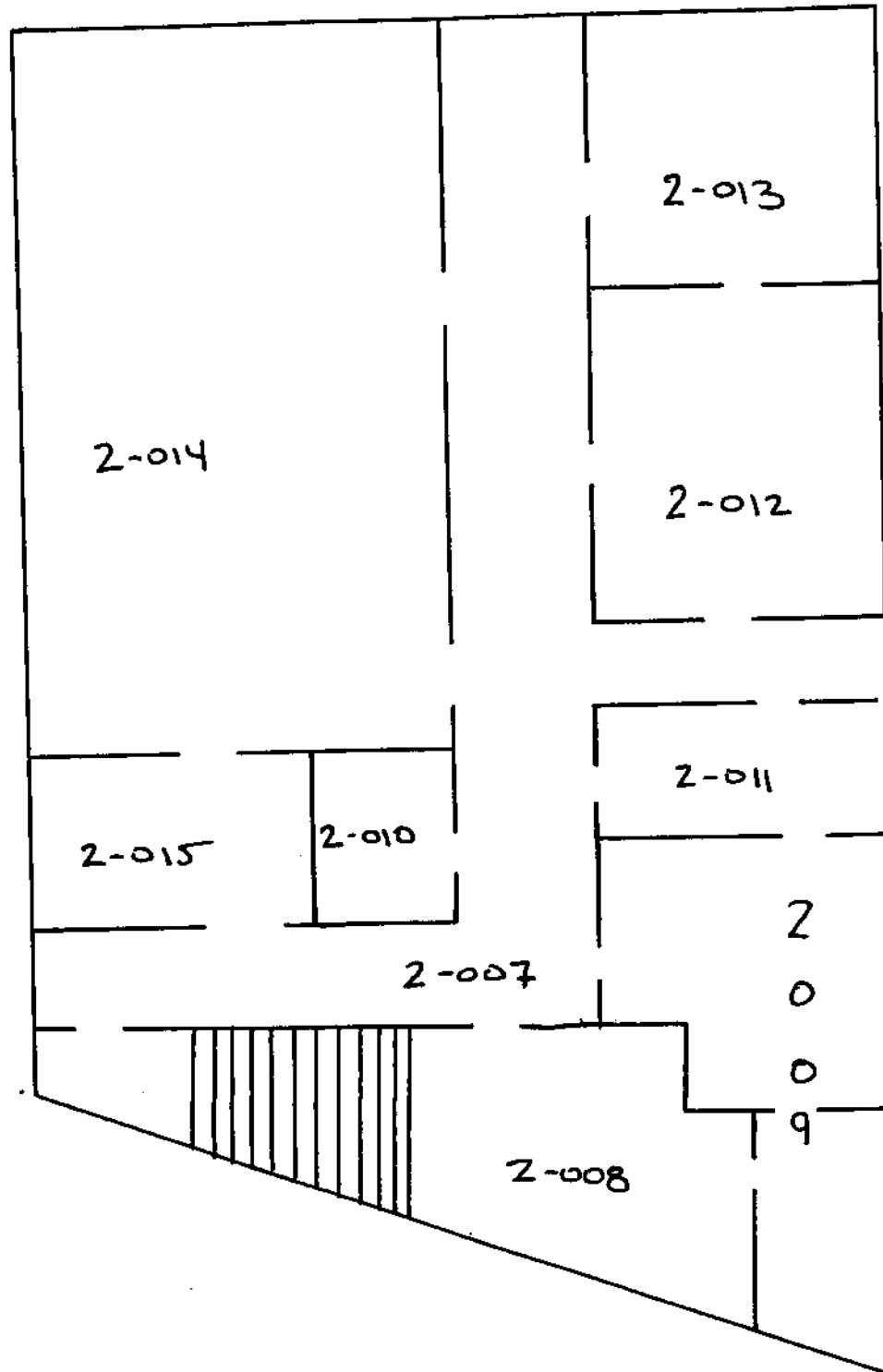
Homogenous 0010 and 0001 is non ACBM.

Homogenous 0002 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Bldg 20A
3rd Floor

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Hallway	Space ID. #:	3-016

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tiles	Non Friable	500 Sq. Ft.	90 Sq. Ft.
0001 Gypsum Board	Non Friable	2400 Sq. Ft.	30 Sq. Ft.

Recommended Response Actions:

Homogenous 0010 and 0001 is non ACBM.

Notes/Comments:

All Friable and Non-Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Rooms	Space I.D. #:	3-017

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	1008 Sq. Ft.	150 Sq. Ft.
0001 Gypsum Board	Non Friable	3330 Sq. Ft.	90 Sq. Ft.

Recommended Response Actions:

Homogenous 0010 and 0001 is non ACM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Rooms	Room ID #	3-018

Homogenous Material List

Material:	Non Friable	Amount	Damage
0010 2x4 Ceiling Tiles	Non Friable	1320 Sq. Ft.	20 Sq. Ft.
0001 Gypsum Board	Non Friable	4290 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0010 and 0001 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Room	Space I.D. #:	3-019

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	216 Sq. Ft.	216 Sq. Ft.
0001 Gypsum Board	Non Friable	900 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0010 and 0001 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any
 Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD
 Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Room	Space I.D. #:	3-020

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0012 Masonite Board	Non Friable	216 Sq. Ft.	0
0001 Gypsum Board	Non Friable	216 Sq. Ft.	5 Sq. Ft.

Recommended Response Actions:

Homogenous 0012 and 0001 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any
 Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD
 Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Room	Space I.D. #:	3-021

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0012 Masonite	Non Friable	144 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0012 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any
Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD
Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Room	Specs ID. #:	3-022

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0012 Masonite	Non Friable	144 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0012 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Room	Space I.D. #:	3-023

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Gypsum Board	Non Friable	144 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0001 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Room	Space I.D. #:	3-024

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Gypsum Board	Non Friable	144 Sq. Ft.	0
0002 Pipe Insulation	Friable	6 Ln. Ft.	6 Ln. Ft.
0004 Pipe Fitting Insulation	Friable	1 Ln. Ft.	1 Ln. Ft.

Recommended Response Actions:

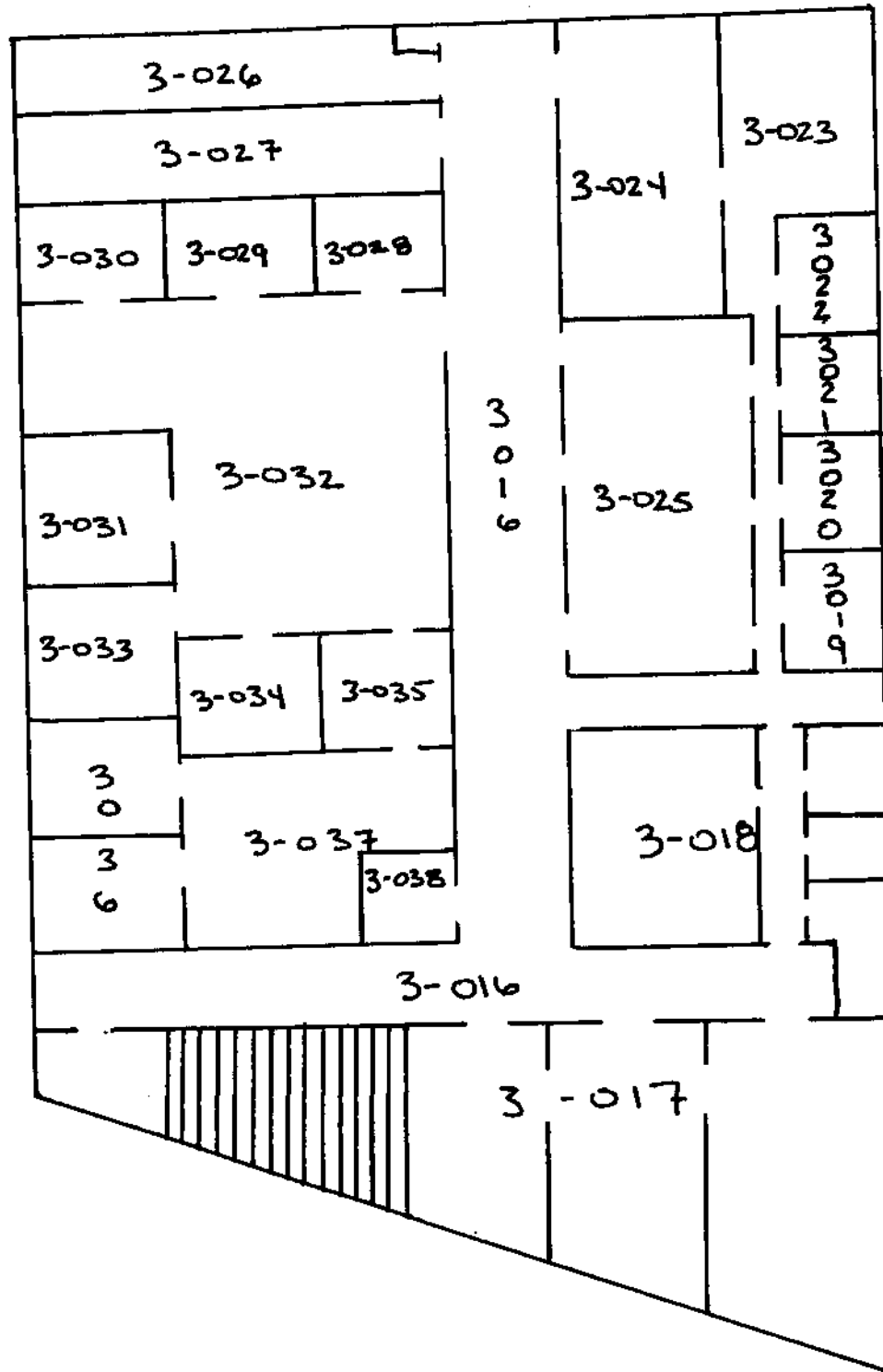
Homogenous 0001 is non ACBM.

Homogenous 0002 and 0004 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



BLDG 20A
 4th Floor

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:		Space I.D. #:	3-025

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Gypsum Board	Non Friable	5220 Sq. Ft.	200 Sq. Ft.
0010 2x4 Ceiling Tile	Non Friable	2520 Sq. Ft.	500 Sq. Ft.

Recommended Response Actions:

Homogenous 0001 and 0010 is non ACM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Bathroom	Special D. #:	3-026

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Gypsum Board	Non Friable	1140 Sq. Ft.	40 Sq. Ft.

Recommended Response Actions:

Homogenous 0001 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Bathroom	Space I.D. #:	3-027

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Gypsum Board	Non Friable	1140 Sq. Ft.	90 Sq. Ft.

Recommended Response Actions:

Homogenous 0001 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any
 Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD
 Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.	Fourth Floor
Functional Space:	Room	Spec ID #	3-028

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	144 Sq. Ft.	10 Sq. Ft.
0001 Gypsum Board	Non Friable	1560 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0010 and 0001 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No:	Fourth Floor
Functional Space:	Room	Space ID:	3-029

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	144 Sq. Ft.	0
0001 Gypsum Board	Non Friable	1560 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0010 and 0001 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Room	Space I.D. #:	3-030

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Gypsum Board	Non Friable	1560 Sq. Ft.	0
0010 2x4 Ceiling Tile	Non Friable	144 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0001 and 0010 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Floor No.:	Fourth Floor
Functional Space:	Room	Space I.D. #:	3-031

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Gypsum Board	Non Friable	1560 Sq. Ft.	0
0010 2x4 Ceiling Tile	Non Friable	144 Sq. Ft.	0
0002 Pipe Insulation	Friable	15 Ln. Ft.	4 Ln. Ft.

Recommended Response Actions:

Homogenous 0001 and 0010 is non ACBM.

Homogenous 0002 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Room	Space I.D. #:	3-032

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Gypsum Board	Non Friable	2560 Sq. Ft.	0
0010 2x4 Ceiling Tile	Non Friable	220 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0001 and 0010 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Room	Space I.D. #:	3-033

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	162 Sq. Ft.	0
0001 Gypsum Board	Non Friable	2592 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0010 and 0001 is non ACM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Room	Space I.D. #:	3-034

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	162 Sq. Ft.	0
0001 Gypsum Board	Non Friable	2592 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0010 and 0001 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Room	Space I.D. #:	3-035

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	768 Sq. Ft.	68 Sq. Ft.
0001 Gypsum Board	Non Friable	5376 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0010 and 0001 is non ACM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any
 Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD
 Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Room	Space I.D. #:	3-036

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	200 Sq. Ft.	200 Sq. Ft.
0001 Gypsum Board	Non Friable	1800 Sq. Ft.	10 Sq. Ft.

Recommended Response Actions:

Homogenous 0010 and 0001 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any
 Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD
 Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Room	Space I.D. #:	3-037

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0010 2x4 Ceiling Tile	Non Friable	200 Sq. Ft.	0
0001 Gypsum Board	Non Friable	1800 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0010 and 0001 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any
Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD
Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #20 A	Level No.:	Fourth Floor
Functional Space:	Mechanical Room	Space I.D. #:	3-038

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Gypsum Board	Non Friable	510 Sq. Ft.	0
0002 Pipe Insulation	Friable	10 Ln. Ft.	2 Ln. Ft.

Recommended Response Actions:

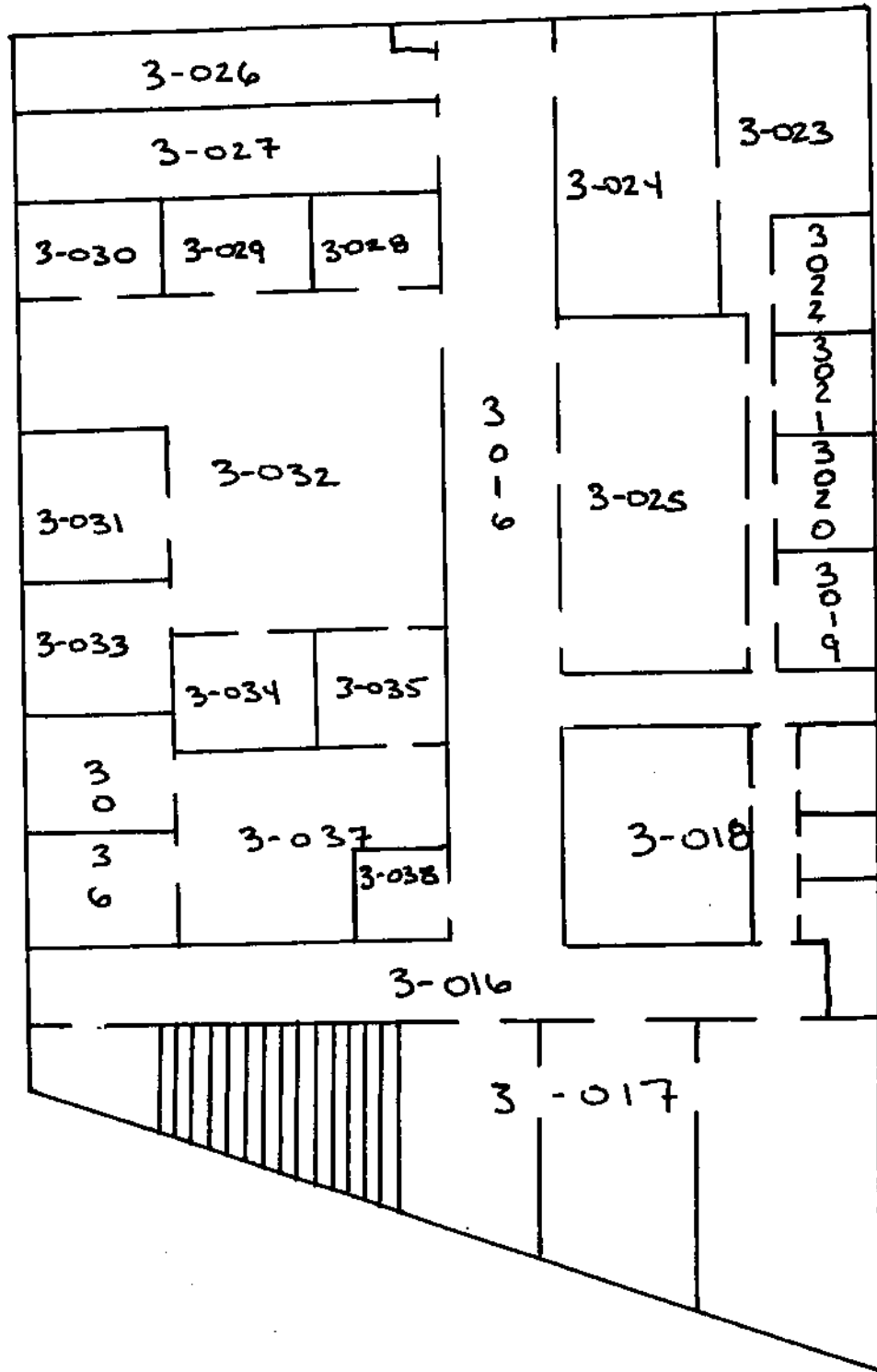
Homogenous 0001 is non ACBM.

Homogenous 0002 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



BLDG 20A
 4th Floor

Building Name:	Building #20 A	Level No.:	Roof
Functional Space:	Exterior	Space I.D. #:	Exterior

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0013 Roof Felts	Non Friable	8190 Sq. Ft.	0
0014 Flashing Material	Non Friable	1560 Sq. Ft.	0
0015 Glazing and Sealant	Non Friable	300 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0013, 0014 and 0015 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Testwell Laboratories, Inc.
30 Corporate Circle, Suite 131
Albany, New York 12203

Phone: (518) 464-6039
Fax: (518) 464-9522

Project: Malcolm Pirnie, Inc.

Sampling Date: May 13, 1999

Client: Malcolm Pirnie, Inc.

Inspector: Brian K. McLaren

Site: Building 20A

Analysis: I. Miller

<u>Field Number</u>	<u>Log Number</u>	<u>Material Sample</u>	<u>Sample Location</u>	<u>Analysis</u>	
001	182930	Pipe Fitting Insulation	Basement Bay Area	Amosite Binder	20.0% 80.0%
002	182931	Pipe Insulation	Basement Bay Area	Chrysotile Amosite Binder	Trace 26.6% 73.4%
003	182932	Gypsum Board	Third Floor Office Area	Cellulose Gypsum Binder N.A.F.D.	40.0% 50.0% 10.0%
004	182933	1x1 Ceiling Tiles	Fourth Floor Office Area	Cellulose Binder N.A.F.D.	99.0% 0.1%
005	182934	2x2 Ceiling Tiles	Fourth Floor Office Area	Cellulose Min Wool Binder Glassbeads N.A.F.D.	45.0% 45.0% 5.0% 5.0%
006	182935	2x4 Ceiling Tile	Third Floor Office Area	Cellulose Min Wool Glassbeads Binder N.A.F.D.	45.0% 45.0% 5.0% 5.0%
007	182936	1x1 Texture Ceiling Tile	Fourth Floor Office Area	Cellulose Min Wool Glassbeads Binder N.A.F.D.	45.0% 45.0% 5.0% 5.0%

Isabel Cotton

Approved Signatory

Certifications: (*) ELAP NYS DOH # 10871 (*) NVLAP NUMBER 1102

COMMENTS: N.A.F.D. - Means non-asbestos fibers detected.

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Testwell Laboratories, Inc.
30 Corporate Circle, Suite 131
Albany, New York 12203

NYS ELAP #111142
NVLAP #200083-0
AIHA #468

CERTIFICATE OF LABORATORY ANALYSIS FOR ASBESTOS CONTENT

CLIENT: Malcolm Pirnie, Inc.
15 Cornell Road
Latham, NY 12110

Project No. D-60
Collected By: B. McLaren
Date Sampled: 5/21/99
Date Analyzed: 5/27/99
Analyst: I. Millar
Analyst: D. Perruccio

PROJECT: Building # 20A

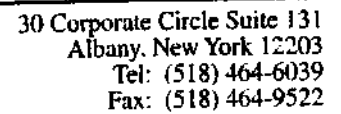
SAMPLE NUMBER	SAMPLE ANALYSIS	PLM LAB ID # TEM LAB ID #	SAMPLE LOCATION	SAMPLE DESCRIPTION	COLOR	MATRIX	% ASBESTOS
008	PLM/Grav. TEM	182937 1623	Second Floor Office Area	9" Floor Tile	Blue	NOB	NON-ACBM Chrysotile 25%
009	PLM/Grav. TEM	182938 1624	Second Floor Office Area	Mastic	Black	NOB	NON-ACBM NON-ACBM
010	PLM/Grav. TEM	182939 1626	Second Floor Office Area	9" Floor Tile	Black	NOB	NON-ACBM Chrysotile 16%
011	PLM/Grav. TEM	182940 1628	Exterior of Building	Window Glazing	White	NOB	Chrysotile 0.27% Chrysotile 10.8%
012	PLM/Grav. TEM	182941 1627	Third Floor Office Area	Vapor Barriers	Black	NOB	NON-ACBM NON-ACBM
013	PLM/Grav. TEM	182942 1628	Roof	Roof Felts	Black	NOB	Chrysotile 0.07% Chrysotile 1.1%
014	PLM/Grav. TEM	182943 1629	Roof	Flashing	Black	NOB	Chrysotile 0.1% Chrysotile 4.2%

Shirley Carter

Laboratory Director of Approved Signatory

Comments: Location of sample given by client.
Results pertain only to those items tested.
Samples homogenized by mortar & pestle prior to analysis.
ND = Not Detected NOB = Non-Friable Organically Bound

Analytical Method: PLM - NYSDOH 198.1
NOB - NYSDOH 198.4



tele: (518) 464-6039 fax: (518) 464-9522

Testwell Laboratories, Inc.

LEAD DETERMINATION REPORT
Malcolm Pirnie, Inc.

Mohasco Mill Complex Building # 20 A Amsterdam, New York

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(Note: Subject Reference headings are for information and ease of indexing and shall not be considered as exclusive divisions.)

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Testwell Laboratories, Inc.

LEAD DETERMINATION REPORT

SECTION 1: INTRODUCTION

EXECUTIVE SUMMARY

Client: Malcolm Pirnie, Inc.

Client Address: 15 Cornell Road Latham, New York 12110

Inspection Premises (Site): Mohasco Mill Complex Building # 20 A Amsterdam, New York

Inspection Personnel: Brian K. McLaren

ABSTRACT

Malcolm Pirnie, Inc. retained Testwell Laboratories, Inc. in the capacity of an environmental consulting agency; commissioning their staff to undertake lead determination investigations within selected building at Mohasco Mill Complex Building # 20 A Amsterdam, New York report has been prepared for the above-mentioned client.

The following report presents results from field investigations and conclusions based upon testing of surfaces in selected buildings.

Testwell Laboratories, Inc.

LIMITATION OF LIABILITIES

This document contains proprietary information of Testwell Laboratories, Inc., and was prepared expressly for the sole benefit, use and information of Malcolm Pirnie, Inc. The liability of Testwell Laboratories, Inc. and our employees in respect to information and opinions contained herein shall not extend to any third party.

No portion of this document may be reproduced or used except by said licensee without express written permission of Testwell Laboratories, Inc.

HOW TO USE THIS REPORT

This report is designed to give the above mentioned client, Malcolm Pirnie, Inc. an overview of the scope of the presence and condition of any possible paint coverings that may present a lead-hazard, within the building specified in the executive summary.

This document providing an initial catalog together with appropriate response recommendations for the surfaces documented to fall outside the required legal threshold values.

We recommend that all-necessary remedial action and/or abatement work be done pursuant to a site-specific scope of works or specification document so as to ensure complete and controlled operations in such proceedings.

*The amount and configuration of the suspect material observed presents a situation of some exposure potential and complexity which demands that proper engineering controls be adhered to if the abatement work is to proceed safely and in compliance with applicable regulation.

*We also recommend suitable and adequate supervision of all removal project work by an independent environmental consultant, e.g., THE TESTWELL LABORATORIES, INC., or other qualified environmental engineering firm.

Testwell Laboratories, Inc.

EXPLANATORY NOTES

In accessing the risk of exposure to paint lead in this facility several factors were considered including:

Lead is one of the seven metal of antiquity and is mentioned frequently in the Bible. It has been used for thousands of years because of its availability and desirable properties. It's low melting point (327'C), ductility, malleability and weathering resistance enabled it to be used and worked with simple equipment. In recent times, other more suitable metals and alloys have largely replaced metallic lead, although it is still used to make sheeting, piping and lead-acid batteries, at the same time it's compounds and derivatives are now used in a wide range of industries. Significant exposure can occur occupationally, in dealing with the installation of lead and lead-based products, smelting operation, and metal reprocessing; but more specifically long term non-occupation may result from prolonged proximity to: glass, pottery, paints and the utilization and application of various pigments.

Both chronic and acute exposure to environmental lead gives rise to widespread symptoms, encompassing loss of appetite, constipation, anemia, insomnia, headache, nervous irritability, muscle and joint pains, colic and encephalopathy leading to seizures and worse.

There is no safe level documented for lead in the human body, and its comparable ease of absorption is exacerbated with its ability to persist within the body tissues, especially the bone marrow. The important routes of lead ingress into man's metabolic systems are primarily inhalation and secondarily ingestion and skin adsorption. Man also absorbs small amounts from ambient air, food and water. However, paints containing white lead, lead flake or plumbum (It's synonyms) represent one of the most fully documented and established cause of lead poisoning in humans, outside of direct occupational exposure.

Children under six years of age are at a high risk due to the immature brain and Central Nervous System (CNS) that is targeted by this pathogen being more vulnerable than mature systems, plus the habit of "mouthing" alien items brings further pathways of exposure.

Lead has proven to have teratogenic properties, that is, it deleteriously affects the correct development of unborn fetuses, causing miscarriages, premature births and later behavioral retardation.

Lead based paint was targeted for regulatory action circa. 1971 with the enactment of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C.4822). In 1973, amendments to the act designated The Department of Housing and Urban Development the lead Federal agency in eliminating the hazard that it presents. Since then, further legislation amendments, including the most recent HUD Act represent the current regulatory standards.

Testwell Laboratories, Inc.

SECTION II: METHODOLOGY

SURVEY METHODS

The site survey and analyses were conducted by an accredited inspector qualified by experience, education and training in the recognition of potentially suspect surfacing materials. For the lead content measurement samples were collected of paint shards and chips which were submitted for instrumentation analysis via Atomic Absorption Spectroscopy, (AAS).

ANALYTICAL DATA

Representative sections of various paint coverings were tested, plus additional samples were procured of actual paint covering material, such as chipping, shards, and debris, which were analyzed off-site. The test/sample sites and conditions were duly noted: Including, but not limited to, room type and usage; surface type under inspection; the substrate of the surfacing in question and condition of said coverings.

No air samples were requested or taken during this inspection survey.

No field comparisons of visually similar materials were made without additional sampling or testing, as in accordance with the specified guidance literature. However, a single, randomly located test of one surfacing was deemed, within limits, to be representational of said covering. It is the inspectors' opinion that adequate data was procured to support the conclusions and opinions set forth herein.

LABORATORY QUALITY ASSURANCE

Testwell Laboratories, Inc. maintains a full in-house analytical facility, its analytical methodologies incorporate criteria and procedures for the chemical testing it undertakes to ensure that quality analytical results will be generated. The quality assurance program entails concern for and attempts to control the analyst's working environment, the instrumentation and chemicals used, and the methods followed.

Testwell Laboratories, Inc.

LABORATORY QUALITY ASSURANCE

The quality control program demonstrates and documents the precision and accuracy of test results through the analysis of field blanks, duplicate samples spiked with Analytes and with surrogate standards.

These QA/QC procedures are based upon the following protocols:

- 1) U.S. EPA Contract Laboratory Program
- 2) Code of Federal Regulation (40 CFR Part 136)
- 3) U.S. EPA Test Methods for evaluating Solid Waste (SW-846)

In addition, the procedures meet the requirements specified in the New York State Department of Health Environmental Laboratory Program (ELAP).

SECTION III

GENERAL CONCLUSIONS AND RECOMMENDATIONS

Mohasco Mill Complex Building # 20 A Amsterdam, New York was inspected for surface (Paint) coverings that could present Lead Paint Hazard. The inspections being undertaken during May 20, 1999 by Testwell Laboratories, Inc.

The locations where chip samples were taken.

- 1) Samples 001, 003, 004, 005, 008 and 014 The lead concentrations were well above 0.5%.
- 2) Sample 002, 006, 007, 009, 010, 011, 012, 013 and 015 The lead concentrations were well below 0.5%.

MDL: Method Detection Limit 0.005%

It is our opinion that there may be a risk potential for exposure to lead arising from upgrading, Demo, and remodeling the building systems. Lead Base Paint surfaces found within Ashland Chemical Company, Johnstown, New York

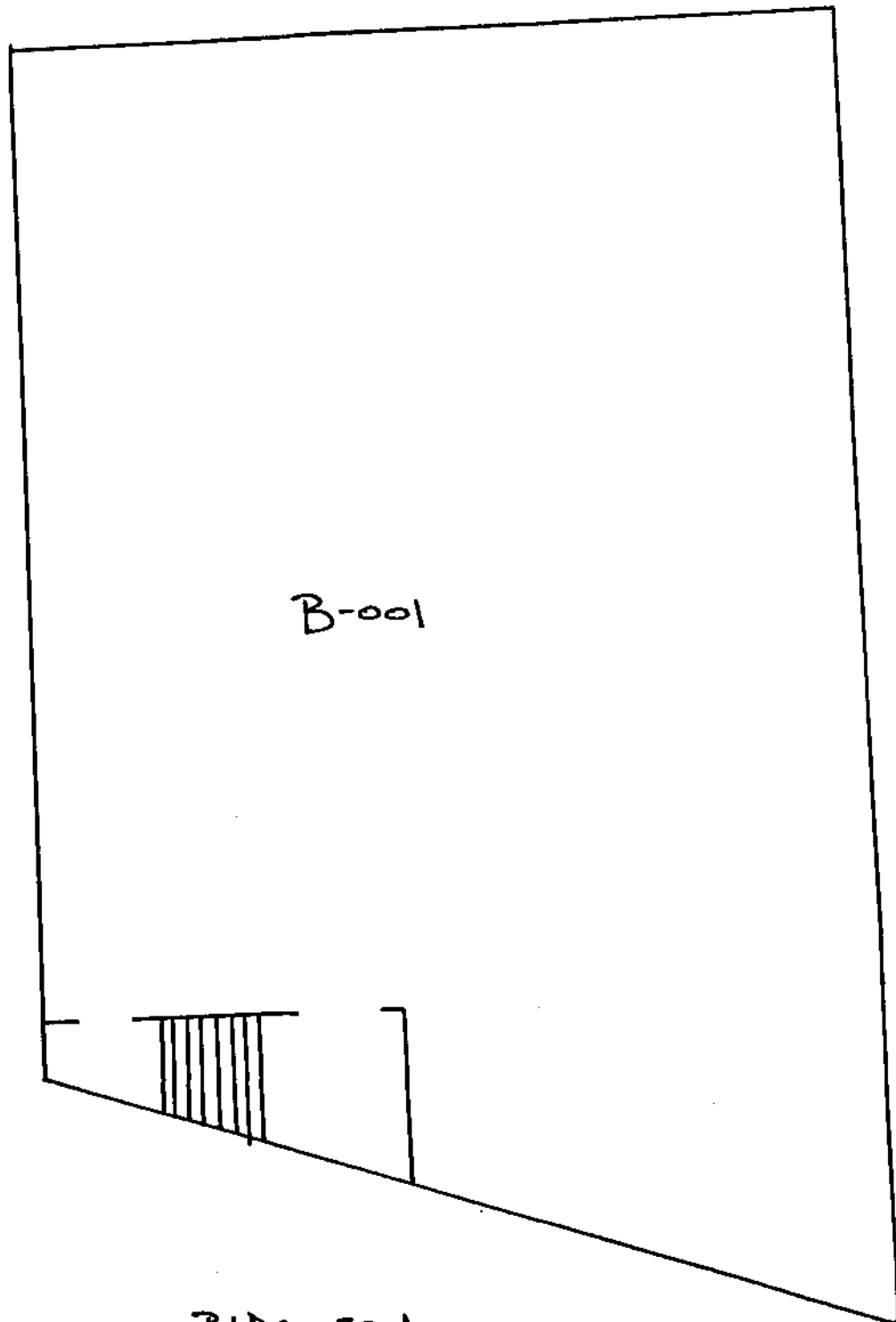
Note that this document should be considered an interim report, as it does not fully document the possible hazard identified for these properties. Its limited scope of data does not allow for projection of hazard assessment through areas.

Testwell Laboratories, Inc.

APPENDIX A: BUILDING SCHEMATICS/PLAN

Testwell Laboratories, Inc.

APPENDIX B: FLOOR PLANS/FIELD INSPECTION DATA SHEETS (RESULTS)



BLDG 20 A
Ground/Basement

TESTWELL LABORATORIES, INC.

30 Corporate Circle Suite 131
Albany, New York 12203

CLIENT: Malcolin Pirnie, Inc.
16 Cornell Road
Latham, NY 12110

PROJECT: Building # 20A

CHIP SAMPLE FORM/CHAIN OF CUSTODY

tele: (518) 464-6039
fax: (518) 464-9622

Sampled By: BKM
Turnaround Time: 72 hours
Project Number: D-60

Field Sample #:	Lab ID #:	Sample Location:	Sample Matrix:	Sample Volume:	Analysis Requested:	Analytical Method:	% by Weight Results:	PPM
001	60023	Roof Door Metal (Dark Green)	Paint	11inx1in	Lead	7082	19.7	197,000
002	60024	4 th Floor Wall Brick (Grey)	Paint	11inx1in	Lead	7082	0.208	2,080
003	60025	4 th Floor Wall Window Wood (Dark Green)	Paint	11inx1in	Lead	7082	1.47	14,700
004	60026	4 th Floor Metal Door (Green)	Paint	11inx1in	Lead	7082	1.91	19,100
005	60027	4 th Floor Jump (Cream)	Paint	11inx1in	Lead	7082	0.801	8,010
006	60028	3 rd Floor New Door (Cream)	Paint	11inx1in	Lead	7082	0.189	1,890
007	60029	4 th Floor Wall Brick (White)	Paint	11inx1in	Lead	7082	0.129	1,240
008	60030	3 rd Floor Door Metal (Off Green)	Paint	11inx1in	Lead	7082	8.43	84,300

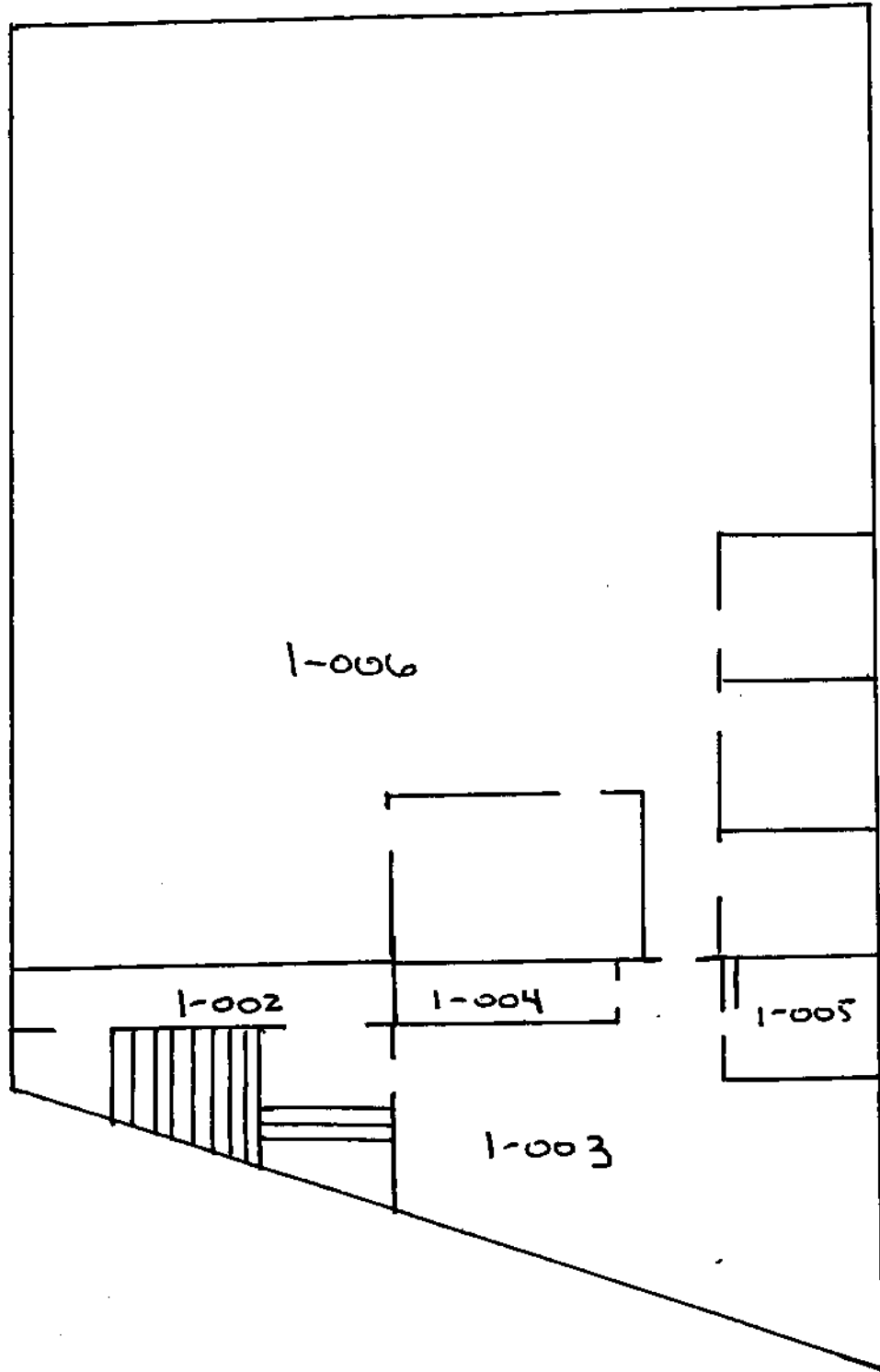
.5 % by Weight is consider Pb

U = Undetected (FALLING BELOW THE METHOD DETECTION LIMIT).

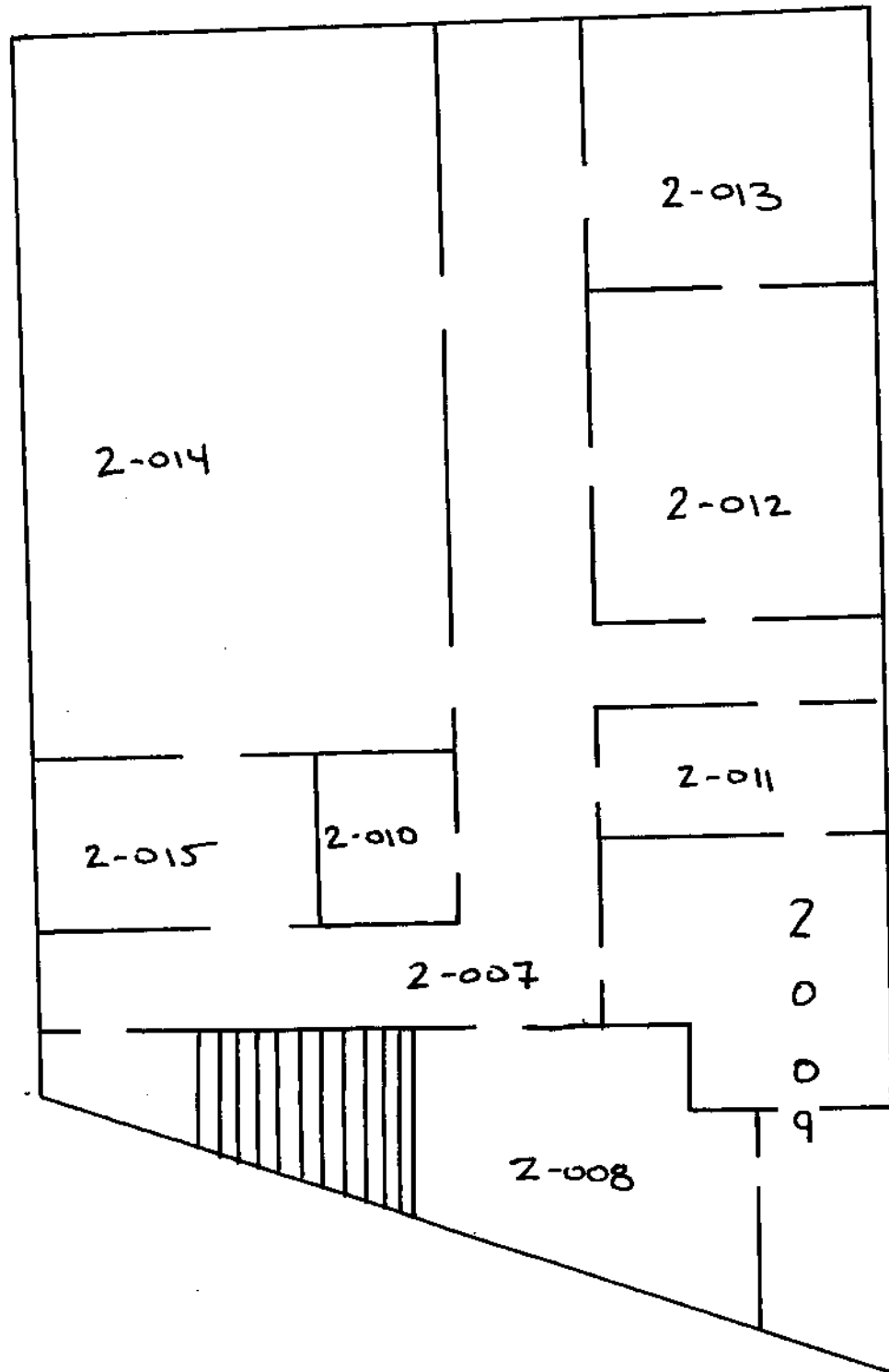
Method Detected Limit = Listed MDL multiplied by the dilution factor

Digestion according to SW-846 Method 3050 and analysis according to SW-846 Method 7420

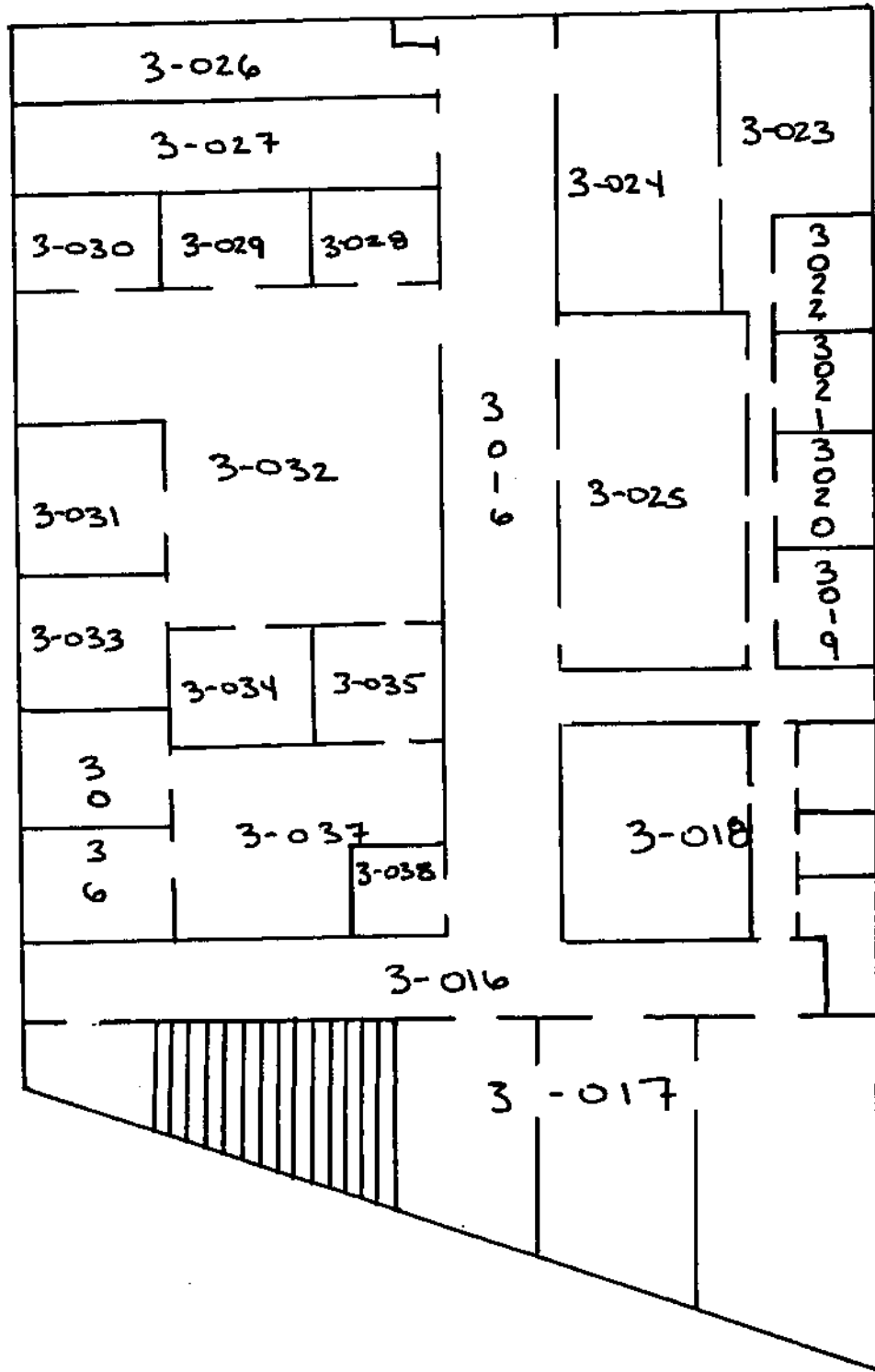
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BLDG 20A
2nd Floor



BLDG 20A
3rd Floor



BLDG 20A
 4th Floor

Testwell Laboratories, Inc.

APPENDIX C: LABORATORY ANALYSIS RESULTS

NOTE: ALL OBSERVATIONS AND ASSESSMENT OF CONDITIONS ARE ASSIGNED AS OF THE DATE OF THE INSPECTION AND REPRESENT A CAREFUL CONSIDERATION OF CONDITIONS AT THE TIME THEY WERE OBSERVED. THE CONDITION OF ANY PARTICULAR SUSPECT COVERING MUST BE MONITORED PERIODICALLY.

NOTE: OMISSIONS WITHIN THE LEAD CONCENTRATION COLUMNS OF THE LABORATORY RESULTS' DATA SHEETS ARE DUE TO THE ANALYSIS CRITERIA FOR REPORTAGE, IN THAT IF A SAMPLE RECEIVED FOR ANALYSIS HAS AN INDETERMINABLE SURFACE AREA, AN ABSOLUTE CONCENTRATION PER UNIT AREA IS NOT POSSIBLE TO DETERMINE. BOTH FORMS OF REPORTING LEAD CONCENTRATIONS ARE PERMISSIBLE UNDER HUD GUIDELINES

TESTWELL LABORATORIES, INC.

30 Corporate Circle Suite 131
Albany, New York 12203

CLIENT: Malcolm Pirnie, Inc.
15 Cornell Road
Latham, NY 12110

PROJECT: Building # 20A

CHIP SAMPLE FORM/CHAIN OF CUSTODY

tele: (518) 464-6039
fax: (518) 464-9622

Sampled By: BKM
Turnaround Time: 72 hours
Project Number: D-60

Field Sample #:	Lab ID #:	Sample Location:	Sample Matrix:	Sample Volume:	Analysis Requested:	Analytical Method:	% by Weight Results:	PPM
009	60031	1 st Floor Wall Plaster (White)	Paint	1inx1in	Lead	7082	0.026	260
010	60032	1 st Floor Wall Brick (Light Green)	Paint	1inx1in	Lead	7082	0.030	300
011	60033	1 st Floor Door Metal (Blue)	Paint	1inx1 in	Lead	7082	0.166	1,660
012	60034	4 th Floor Window New Sill (Tan)	Paint	1inx1 in	Lead	7082	0.081	810
013	60035	1 st Floor Floor (Grey)	Paint	1inx1 in	Lead	7082	0.202	2,020
014	60036	1 st Floor Wall Plaster (Yellow)	Paint	1inx1 in	Lead	7082	2.85	28,500
015	60037	1 st Floor Door Metal (Tan)	Paint	1inx1 in	Lead	7082	0.034	340

.5 % by Weight is consider Pb

U = Undetected (FALLING BELOW THE METHOD DETECTION LIMIT).

Method Detected Limit = Listed MDL multiplied by the dilution factor

Digestion according to SW-846 Method 3050 and analysis according to SW-846 Method 7420

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Prospective Bidders List

Company: Water Block Roofing & Sheet Metal Inc. (Roofing/Asbestos/Lead)
138 Morris Road Schenectady, New York 12304

Contact: Scott Latza
Phone: (518) 346-6750

Company: Martin Environmental Services, Inc. (Asbestos/Lead)
Hannaford Plaza East Greenbush, New York 12061

Contact: Ronald F. Martin
Phone: 1 800-522-0422

Company: Marcor Remediation, Inc. (Asbestos/Hazardous Waste/Lead)
16 Walker Way
Albany, New York 12205

Contact: Andrew A. Timmis
Phone: (518) 456-5909

Company: T.J. Bell & Co., Inc. (Asbestos/Lead)
P.O. Box 800 Valatie, New York 12184

Contact: William E. Bell
Phone: (518) 392-5502

Company: CJS Industries (Asbestos/Lead)
RD #2 Box 475, Garnsey Road Delanson, New York 12053

Contact: Karl Stewart
Phone: (518) 895-8322

Company: Able Asbestos Construction Inc. (Asbestos/Lead)
255 Orange Street, Suite 205 B Albany, New York 12210

Contact: Dean Rowlet
Phone: (518) 449-5704

Company: Dona Tech (Asbestos/Lead)
P.O. Box 609 Broadalbin, New York 12025

Contact: Paul A. Reisinger
Phone: (518) 725-8969

STATE OF NEW YORK - DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH
License and Certificate Unit
BUILDING 12, STATE CAMPUS
ALBANY, NY 12240

ASBESTOS HANDLING LICENSE

RESTRICTED LICENSE

LICENSE NUMBER: 98-1211
DATE OF ISSUE: 12/21/98
EXPIRATION DATE: 12/31/99

Contractor: Testwell Laboratories, Inc.
47 Hudson St.
Address: Ossining NY 10562

Duly Authorized Representative: Daniel Damiano, Jr.

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 58). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. The licensee verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

POS11432 (1-98)


Richard Cuenca, Director
FOR THE COMMISSIONER OF LABOR



STATE OF NEW YORK DEPARTMENT OF HEALTH

Wadsworth Center

The Governor Nelson A. Rockefeller Empire State Plaza

P.O. Box 509

Albany, New York 12201-0509

Dennis P. Whalen
Executive Deputy Commissioner

MARCH 18, 1999

Dear Laboratory Director:

Please note that although your ELAP Certificate of Approval expires on 12:01 AM April 1, 1999, it is still valid until July 15, 1999, as per ELAP Certification Manual, No. 140, Page 13 of 42, dated 12/6/95, Part 55-2.4e NYCRR. "...during any extension or grace period permitted by this Subpart, a laboratory approval shall remain in force beyond the expiration date of the certificate of approval, unless such approval is specifically terminated or suspended in writing."

Notification regarding the issuance of 1999- 2000 ELAP Certificate(s) of Approval is pending receipt of all non-governmental laboratories' Total Adjusted Volumes and Approval of the 1999- 2000 ELAP Budget by the New York State Legislature.

Further verification of your laboratory's approved ELAP status is available by calling the Program Office at (518) 485-5570.

Sincerely,

Linda L. Madlin
Administrative Assistant
Environmental Laboratory
Approval Program

LLM:saw

BARBARA A. DEBUONO, M.D., M.P.H. Commissioner



Expires 12:01 AM April 1, 1999
ISSUED April 1, 1998
REVISED November 20, 1998

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

Lab ID No.: 11142

Director: DR. JOHN CHEN
Lab Name: TESTWELL LABORATORIES INC
Address : 47 HUDSON STREET-BUILDING B
OSSING NY 10562

Is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES/AIR AND EMISSIONS

All approved subcategories and/or analytes are listed below:

Metals : (ALL)
Polychlorinated Biphenyls (ALL)

Isotopes Air
1 1986
2 1988

Serial No.: 104072

Wadsworth Center

Property of the New York State Department of Health. Valid only at the address shown.
Must be conspicuously posted. Valid certificate has a red serial number.

DOH-3317 (3/97)



Expires 12:01 AM April 1, 1999
ISSUED April 1, 1998
REVISED November 20, 1998

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

Lab ID No.: 11142

Director: DR. JOHN CHEN
Lab Name: TESTWELL LABORATORIES INC
Address : 47 HUDSON STREET-BUILDING B
OSSING NY 10562

is hereby APPROVED as an Environmental Laboratory for the category

ENVIRONMENTAL ANALYSES/SOLID AND HAZARDOUS WASTE

All approved subcategories and/or analytes are listed below:

Acute Toxicity Testing :

Ecotoxicity
Feasibility
Reactivity

II
X Toxicity - Metals Only

Acrolein and Acrylonitrile (ALL)
Chlorinated Hydrocarbons (ALL)
Metals II (ALL)
Polynuclear Arom. Hydrocarbon (ALL)
Priority Pollutant Phenols (ALL)

Chlorophenoxy Acid Pesticides (ALL)
Esters (ALL)
Miscellaneous (ALL)
Polychlorinated Biphenyls (ALL)
Purgeable Aromatics (ALL)

Calor. Hydrocarbon Pesticides (ALL)
Metals I (ALL)
Nitroaromatics Isophenols (ALL)
Phthalate Esters (ALL)
Purgeable Halocarbons (ALL)

Serial No.: 104073

Wadsworth Center

Property of the New York State Department of Health. Valid only at the address shown.
Must be conspicuously posted. Valid certificate has a red serial number.

DOH-3317 (3/97)



Expires 12:01 AM April 1, 1999
ISSUED April 1, 1998
REVISED November 20, 1998

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 302 Public Health Law of New York State

I b ID No.: 11142

Director: DR. JOHN CHEN
Lab Name: TESTWELL LABORATORIES INC
Address : 47 HUDSON STREET-BUILDING B
OSSINING NY 10562

is hereby APPROVED as an Environmental Laboratory for the category

ENVIRONMENTAL ANALYSES/ POTABLE WATER

All approved subcategories and/or analytes are listed below:

Drinking Water Metals I (ALL)

Drinking Water Metals II (ALL)

RE: Memorandum
Action

Serial No.: 104071

Wadsworth Center

Property of the New York State Department of Health. Valid only at the address shown.
Must be conspicuously posted. Valid certificate has a red serial number.

DOH-3317 (3/97)

The American Industrial Hygiene Association

is proud to acknowledge that

Testwell Craft Laboratories, Inc.
Ossining, N.Y.

Laboratory has

fulfilled the

Industrial Hygiene

and has earned the

AIIHA ACCREDITED LABORATORY

Originally Accredited

James A. [Signature]
President
American Industrial Hygiene Association

April 1, 1995

Date Prepared

Mark A. [Signature]

468

Chairman
Laboratory Accreditation Committee

Certificate Number

ISO/IEC GUIDE 25:1990
ISO 9002:1987

Scope of Accreditation



Page: 1 of 1

NVLAP LAB CODE 200083-0

ERBORNE ASBESTOS FIBER ANALYSIS

TESTWELL LABORATORIES, INC./TESTWELL INDUSTRIES, INC.

47 Hudson Street

Ossining, NY 10562

Mr. V. Reddy Kancharla

Phone: 914-762-9000 Fax: 914-762-9638

NVLAP Code

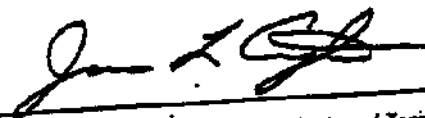
18/A02

Designation

U.S. EPA's "Interim Transmission Electron Microscopy Analytical
Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine
Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E,
Appendix A.

June 30, 1999

Effective through


For the National Institute of Standards and Technology

United States Department of Commerce
National Institute of Standards and Technology

[®]
NVLAP



Certificate of Accreditation

ISO/IEC GUIDE 25:1990
ISO 9002:1987

TESTWELL LABORATORIES, INC./TESTWELL INDUSTRIES, INC.
OSSINING, NY

is recognized under the National Voluntary Laboratory Accreditation Program for satisfactory compliance with criteria established in Title 15, Part 285 Code of Federal Regulations. These criteria encompass the requirements of ISO/IEC Guide 25 and the relevant requirements of ISO 9002 (ANSI/ASQC Q92-1987) as suppliers of calibration or test results. Accreditation is awarded for specific services, listed on the Scope of Accreditation for:

AIRBORNE ASBESTOS FIBER ANALYSIS

June 30, 1999

Effective through

[Signature]

For the National Institute of Standards and Technology
NVLAP Lab Code: 200083-0



ISO/IEC GUIDE 25:1990
ISO 9002:1987

Scope of Accreditation

Page: 1 of 1

NVLAP LAB CODE 200083-0

BULK ASBESTOS FIBER ANALYSIS

TESTWELL LABORATORIES, INC./TESTWELL INDUSTRIES, INC.

47 Hudson Street

Ossining, NY 10562

Mr. V. Reddy Kancharla

Phone: 914-762-9000 Fax: 914-762-9638

NVLAP Code
18/A01

Designation

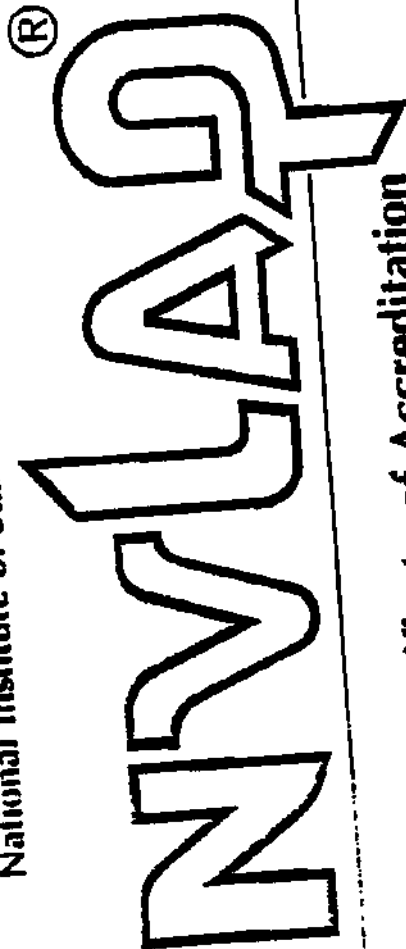
U.S. EPA's "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" as found in 40 CFR, Part 763, Subpart F, App. A, or the current U.S. EPA method for the analysis of asbestos in building material.

June 30, 1999

Effective through


For the National Institute of Standards and Technology

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation

ISO/IEC GUIDE 28:1990
ISO 9002:1987

TESTWELL LABORATORIES, INC./TESTWELL INDUSTRIES, INC.
OSSINING, NY

is recognized under the National Voluntary Laboratory Accreditation Program for satisfactory compliance with criteria established in Title 15, Part 205 Code of Federal Regulations. These criteria encompass the requirements of ISO/IEC Guide 25 and the relevant requirements of ISO 9002 (ANSI/ASQC Q92-1987) as suppliers of calibration or test results. Accreditation is awarded for specific services, listed on the Scope of Accreditation for:

BULK ASBESTOS FIBER ANALYSIS

June 30, 1999

Effective through

For the National Institute of Standards and Technology

NVLAP Lab Code: 200083-0

MCCPONE RESEARCH INSTITUTE

RESEARCH INSTITUTE

certifies that

Isabel Catlin

has successfully completed an intensive course of instruction in

Microscopy & Identification

of Microorganisms

given by the McCpone Research Institute

Presented this 22nd day of March, 1991

CHICAGO

John G. Kelly

Walter C. McCpone

Course Date: 18-22 March, 1991
35 Cells

STS

SUPPORT TRAINING SERVICES
ENVIRONMENTAL EDUCATION DIVISION

056-72-4288

CERTIFICATE #

ISABEL CATLIN

HAS COMPLETED TRAINING

ENTITLED

SAMPLING AND EVALUATING AIRBORNE ASBESTOS

DUST - NIOSH 582 EQUIVALENT

80%

GRADE

DEC. 5-7, 1990

DATE

COURSE DIRECTOR

Lawrence K. Hine

TESTWELL CRAIG LABORATORIES OF ALBANY, INC.

TELL

HEREBY CERTIFIES THAT

ISABEL CATLIN

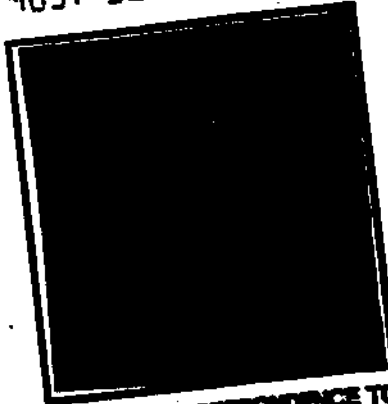
Has successfully completed two (2) hours of training in Asbestos Awareness Course presented by Testwell Craig Laboratories of Albany, Inc., which includes, but is not limited to.

1. Information regarding Asbestos and its various uses and forms.
2. Information of Health Effects associated with Asbestos exposure.
3. Recognition of damage, deterioration and delamination of ACM.
4. Proper methods of handling ACM.
5. Respirator protection and fit test.

Lawrence K. Hine
INSTRUCTOR

NOVEMBER 08, 1982
DATE

MUST BE CARRIED ON ASBESTOS PROJECT



ADDRESS CORRESPONDENCE TO:
(include certificate number)
NYS Department of Labor
DOISH - License and Certificate Unit
PO Box 687, New York, NY 10014-0687

CERTIFICATE NUMBER
AH 88-10017

EXPIRES

SOCIAL SECURITY NUMBER
086-56-9736

EYES
BRO

HAIR
BRO

WEIGHT
150 lbs.

HEIGHT
5 ft 06 in.

0520260



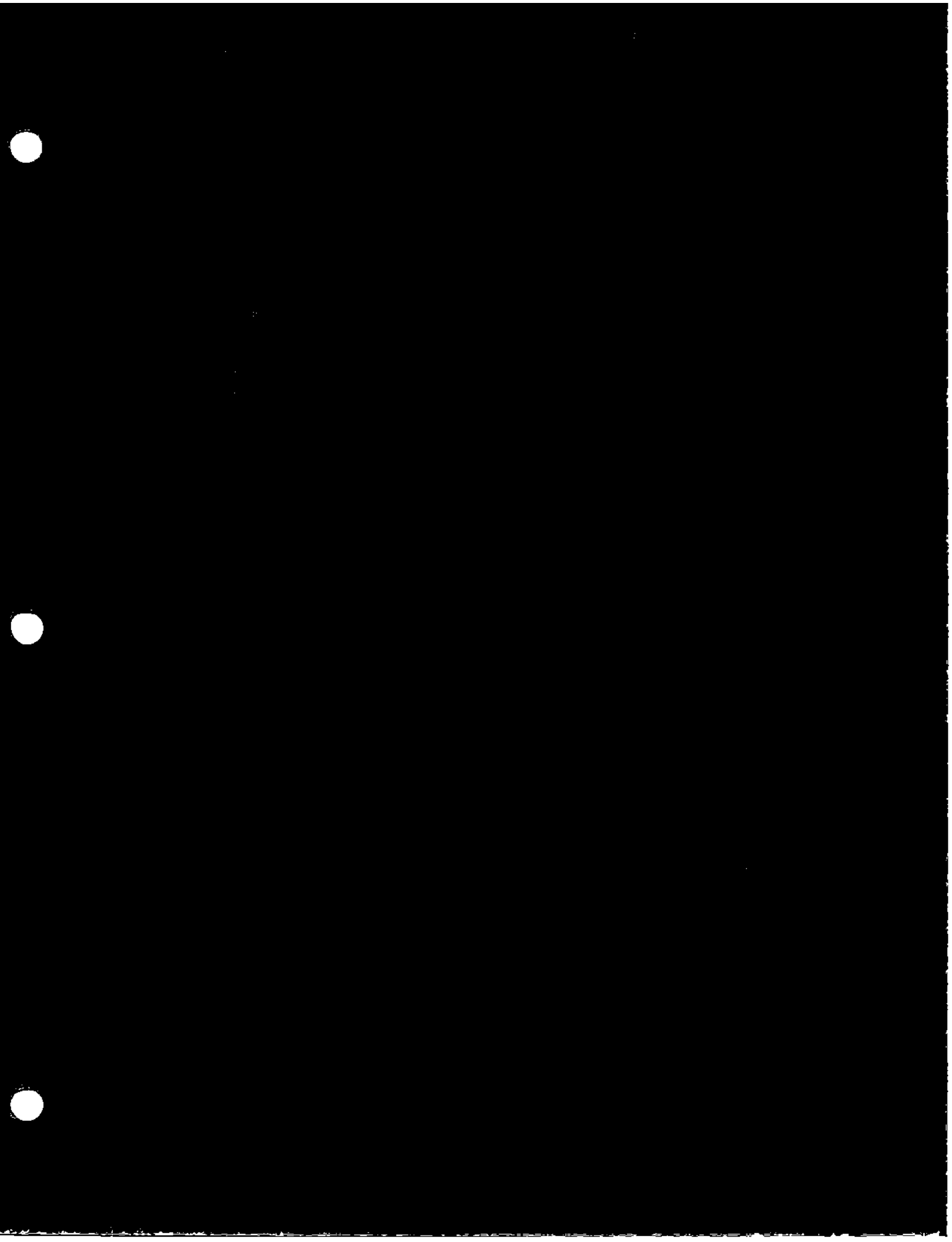
STATE OF NEW YORK
DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH

ASBESTOS HANDLING CERTIFICATE
AUTHORIZED CLASSES

C (11/99), D (11/99), E (11/99)
H (11/99), I (11/99)

BRIAN K MCLAREN
TROY HILL APT BLDG. 18 #2-C
TROY, NY 12180

RICHARD CUCOLO, Director - For the Commissioner of Labor
DOISH-442 (01/91)



March 16, 2004

Mr. Michael J. Palmer, P.E.
City Engineer
City of Amsterdam
City Hall
61 Church Street
Amsterdam, New York 12010

Re: **Lead-Based Paint Survey**
Mohasco Mills – Building 36
Final Report
ENSR Project No. 10472-001

Dear Mr. Palmer:

This report documents the pre-demolition lead-based paint survey conducted at Building 36 at the Mohasco Mills site in Amsterdam, New York.

Survey Methods

The survey was conducted on February 23, 2004 through February 26, 2004 by Scott Brown and Tim Strzepek of ENSR. Mr. Brown and Mr. Strzepek are licensed by the Environmental Protection Agency (EPA) as a lead inspector. ENSR is licensed by the EPA to conduct lead-based paint activities, copies of our corporate license and personnel certifications are enclosed in Appendix A.

The lead survey was initiated by first identifying building components and room equivalents throughout the building. Building components are groups of painted building materials that can be combined, for sampling purposes, and are of the same type, substrate, construction vintage, and color. Examples include: brown wood door frames, white plaster walls, white sheet-rock walls, etc. Room equivalents are spaces that have the same use, construction vintage, paint history and building components which can be grouped together for testing purposes. Examples would include similar offices, bathroom areas, etc.

Paint sampling during this survey was conducted utilizing a Niton XL-309 X-ray fluorescence analyzer (XRF). This instrument will provide a direct reading identifying a lead concentration. The instrument is calibrated in the field at the beginning and end of each work shift to ensure accuracy. The OSHA level for considering paint to be lead-containing is any measurable level of lead above 0.0 milligrams per square centimeter (mg/cm²). ENSR collected approximately 175 XRF readings of painted components during the survey. All sample locations and results (positive or negative) are reflected on the drawings provided in Appendix B.

Lead Survey Results

Of the 175 XRF samples collected, approximately 59% were positive for lead-based paint under the OSHA Guidelines. In Table 1, following this report, each sample collected has been classified

Mr. Michael J. Palmer, P.E.
City of Amsterdam
March 16, 2004
Page 2

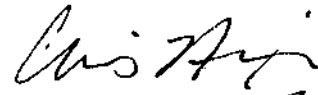
as positive or negative based on OSHA criteria. The information presented in Table 1 is downloaded from the XRF instrument and provides the following data; sample number, floor level, room or sample location, structural component sampled, substrate, component feature (ie. door jamb), paint condition, paint color, sample result (+ or -), and the actual lead content. The sample number from Table 1 correlates with the sample numbers on the drawings in Appendix B.

Contractors disturbing lead-based paint are required to comply with OSHA's Lead in Construction Standard 29 CFR 1926.62.

It has been a pleasure working with you on this project. If you have any questions regarding this report please call this office at (315) 432-0506.

Sincerely,

ENSR International



Scott Brown
Industrial Hygienist

for Scott Brown



Mark A. Fiorini
Department Manager

Attachments: Table 1
Appendix A: Certifications
Appendix B: Lead Survey Drawings

Sample	Floor	Room	Structure	Substrate	Feature	Condition	Color	Result	Reading(mg/cm2)
71	0	Basement	Floor	Concrete		Peeling	Grey	POS	0.08
72	0	Basement	Wall	Concrete		Peeling	Grey	POS	0.11
73	0	Basement	Wall	Concrete		Peeling	White	POS	0.05
74	0	Basement	Support	Concrete	Columns	Cracked	White	POS	0.07
75	0	Basement	Support	Concrete	Columns	Cracked	Grey	POS	0.2
76	0	Basement	Window	Wood	Apron	Peeling	Cream	POS	0.02
77	0	Basement	Wall	Drywall		Peeling	Gold	POS	0.05
78	0	Basement	Door	Wood	Casing	Peeling	Gold	POS	0.01
79	0	Basement	Wall	Brick		Peeling	Cream	NEG	0
80	0	Basement	Door	Wood	Casing	Cracked	Black	POS	0.39
81	0	Basement Exterior	Door	Wood	Door	Peeling	Black	POS	2.74
82	0	Basement	Door	Wood		Cracked	Grey	NEG	0
83	0	Basement	Door	Wood		Peeling	White	NEG	0
84	0	Basement	Wall	Concrete		Peeling	Grey	NEG	0
85	0	Basement	Wall	Particle Board		Cracked	Grey	POS	0.02
86	0	Basement	Wall	Metal		Cracked	Cream	POS	0.47
87	0	Basement	Elevator	Metal	Door	Cracked	Grey	NEG	0
88	0	Basement	Support	Metal	Columns	Peeling	Cream	POS	7.96
89	0	Basement	Support	Concrete	Columns	Cracked	Green	NEG	0
90	0	Basement	Railing	Metal		Peeling	Cream	POS	0.05
91	0	Basement	Wall	Concrete		Peeling	Green	NEG	0
92	0	Basement	Support	Concrete	Columns	Peeling	Grey	POS	1.17
93	0	Basement	Support	Concrete	Columns	Peeling	Grey	POS	0.01
94	0	Basement	Support	Concrete	Columns	Peeling	Grey	POS	3.23
95	0	Shutter Cal ¹						..	NA
96	0	Calibrate						POS	1.13
97	0	Calibrate						NEG	0
98	0	Calibrate						POS	3.21
99	0	Basement	Ceiling	Concrete		Cracked	Silver	POS	0.01
100	0	Basement	Ceiling	Concrete		Peeling	Silver	POS	0.07
101	0	Basement	Ceiling	Concrete		Cracked	Silver	POS	0.02
102	3		Window	Concrete	Sill	Peeling	Grey	NEG	0
103	3		Wall	Concrete		Peeling	Grey	POS	0.1
104	3		Wall	Concrete		Cracked	White	NEG	0
105	3		Door	Metal		Peeling	Grey	POS	18.8

Sample	Floor	Room	Structure	Substrate	Feature	Condition	Color	Result	Reading(mg/cm2)
106	3		Door	Metal	Jamb	Peeling	Grey	POS	11.79
107	3		Window	Wood	Casing	Peeling	Grey	NEG	0
108	3		Door	Wood	Casing	Peeling	Grey	NEG	0
109	3		Wall	Drywall		Peeling	Yellow	NEG	0
110	3		Support	Concrete	Column	Peeling	Yellow	POS	0.24
111	3		Wall	Drywall		Peeling	White	NEG	0
112	3		Door	Metal	Jamb	Peeling	White	NEG	0
113	3		Railing	Metal		Peeling	Brown	NEG	0
114	3		Wall	Drywall		Peeling	White	NEG	0
115	3		Window	Wood	Casing	Peeling	White	NEG	0
116	3		Window	Metal	Sash	Peeling	White	NEG	0
117	3		Wall	Concrete		Peeling	White	NEG	0
118	3		Pipe	Concrete		Peeling	Grey	POS	1.74
119	3			Metal		Cracked	White	NEG	0
120	3		Wall	Metal	Beam	Peeling	White	POS	0.29
121	3		Wall	Concrete		Peeling	White	NEG	0
122	3		Support	Concrete	Column	Peeling	Tan	POS	0.12
123	3		Wall	Metal		Peeling	Blue	POS	0.01
124	3		Door	Metal		Peeling	Tan	POS	0.01
125	3		Support	Metal		Peeling	Tan	POS	11.78
126	3		Wall	Brick		Peeling	Tan	POS	0.14
127	3		Elev. Door	Metal	Door	Peeling	Beige	NEG	0
128	3		Pipe	Metal	Conduit	Peeling	Tan	POS	0.08
129	3		Door	Wood	Casing	Peeling	White	NEG	0
130	3		Window	Wood	Casing	Peeling	White	NEG	0
131	3		Window	Metal	Sash	Peeling	White	POS	1.19
132	5		Wall	Concrete		Cracked	Black	POS	0.08
133	5		Door	Metal		Peeling	Grey	POS	20.38
134	5		Door	Metal	Jamb	Peeling	Grey	POS	9.58
135	5		Wall	Concrete		Peeling	Grey	POS	0.06
136	5		Wall	Concrete		Peeling	Grey	NEG	0
137	5		Support	Concrete	Column	Peeling	White	NEG	0
138	5		Support	Concrete	Column	Peeling	White	POS	0.05
139	5		Wall	Concrete		Peeling	White	POS	0.03
140	5		Wall	Concrete		Peeling	Grey	POS	0.16
			Support	Concrete	Column	Cracked	White	POS	0.07

Sample	Floor	Room	Structure	Substrate	Feature	Condition	Color	Result	Reading(mg/cm2)
141	5		Support	Concrete	Column	Cracked	Grey	NEG	0
142	5		Door	Metal		Peeling	Grey	POS	5.5
143	5		Wall	Metal	Radiator	Peeling	Silver	POS	0.04
144	5		Pipe	Metal	Pipe	Peeling	Silver	POS	0.04
145	5		Wall	Metal	Radiator	Peeling	Silver	POS	0.01
146	5			Metal	Pipe	Peeling	Silver	POS	0.01
147	5		Door	Wood		Peeling	Grey	POS	1.96
148	5		Door	Metal	Jamb	Peeling	Grey	POS	11.44
149	5		Pipe	Metal	Pipe	Peeling	Grey	POS	0.07
150	5		Roof	Metal	Door	Peeling	Grey	POS	11.37
151	5		Door	Metal	Jamb	Peeling	Grey	POS	10.28
152	5		Ceiling	Concrete		Cracked	White	POS	0.04
153	4		Door	Metal		Peeling	Grey	POS	10.93
154	4		Door	Metal	Jamb	Peeling	Grey	POS	11.33
155	4		Window	Wood	Casing	Cracked	Tan	POS	0.08
156	4		Wall	Drywall	Sheetrock	Cracked	Tan	POS	0.07
157	4		Wall	Metal		Peeling	Beige	POS	0.01
158	4		Wall	Brick		Cracked	White	NEG	0
159	4			Metal	Pipe	Peeling	Beige	POS	0.15
160	4		Wall	Concrete		Peeling	Grey	POS	0.74
161	4		Support	Concrete	Column	Peeling	Grey	NEG	0
162	4		Support	Metal	Angle Iron	Peeling	Green	POS	0.07
163	4		Wall	Metal		Peeling	White	POS	0.01
164	4		Wall	Concrete		Peeling	White	POS	0.18
165	4			Metal	Radiator	Peeling	White	POS	0.07
166	4		Window	Metal	Casing	Peeling	White	POS	0.04
167	4		Door	Wood		Cracked	White	POS	0.24
168	4			Metal	Pipe	Peeling	White	POS	0.03
169	4		Door	Wood		Cracked	White	POS	0.01
170	4		Door	Wood	Jamb	Peeling	White	NEG	0
171	4		Wall	Concrete		Peeling	Tan	POS	0.17
172	4		Window	Wood	Casing	Peeling	Tan	POS	0.05
173	4		Wall	Wood	Baseboard	Cracked	Tan	NEG	0
174	4		Wall	Concrete		Cracked	Red	POS	0.05
175	4		Wall	Drywall		Peeling	Green	POS	0.35

Sample	Floor	Room	Structure	Substrate	Feature	Condition	Color	Result	Reading(mg/cm2)
176	4		Window	Wood	Casing	Peeling	Green	POS	0.15
177	4		Wall	Wood	Baseboard	Peeling	Green	POS	0.34
178	4		Wall	Drywall	Sheetrock	Peeling	Orange	POS	0.23
179	4		Window	Wood	Casing	Peeling	Orange	POS	0.22
180	4		Wall	Wood	Baseboard	Peeling	Orange	POS	0.22
181	Exterior		Window	Metal	Ext Sash	Peeling	Black	POS	5.1
182	Exterior		Window	Concrete	Casing	Peeling	Grey	NEG	0
183	Exterior	Loading Dock	Angle Iron	Metal		Peeling	Black	POS	10.62
184	Exterior	Loading Dock	Door	Wood		Peeling	Black	POS	1.79
185	Exterior	Loading Dock	Ladder	Metal	Casing	Peeling	Yellow	POS	1.24
186	Exterior	Loading Dock	Elev Door	Metal		Peeling	Grey	POS	0.01
187	Exterior	Loading Dock	Angle Iron	Metal		Peeling	Grey	POS	5.1
188	Exterior	By River	Railing	Metal		Peeling	Black	POS	2.8
189	Exterior	Bridge	Angle Brace	Metal		Peeling	Grey	POS	5.1
190		Calibrate						POS	1.33
191		Calibrate						NEG	0
192		Calibrate						POS	3.24
193		Calibrate						POS	3.11
194		Calibrate						POS	4.67
119A		Shutter Cal	1					...	NA
120A		Calibrate						POS	1.22
121A		Calibrate						POS	0.06
122A		Calibrate						POS	0.08
123A		Calibrate						NEG	0
124A		Calibrate						POS	0.41
125A		Calibrate						POS	0.36
126A		Calibrate						POS	1.64
127A		Calibrate						POS	3.39
77A	2		Support	Concrite	Column	Poor	Grey	NEG	0
78A	2		Support	Concrite	Column	Poor	White	NEG	0
79A	2			Metal	Radiator	Poor	Grey	NEG	0
80A	2			Metal	Pipes	Poor	Grey	NEG	0
81A	2		Window	Concrite	Stool	Poor	Grey	NEG	0
82A	2		Conduit	Metal	Pipes	Poor	Grey	NEG	0
83A	2		Support	Concrite	Column	Poor	Grey	NEG	0

Sample	Floor	Room	Structure	Substrate	Feature	Condition	Color	Result	Reading(mg/cm2)
84A	2		Support	Concrete	Column	Poor	White	NEG	0
85A	2		Wall	Concrete		Poor	White	NEG	0
86A	2		Wall	Concrete		Poor	Grey	NEG	0
87A	2		Door	Metal	Casing	Poor	Grey	NEG	0
88A	2		Door	Metal	Door	Poor	Grey	POS	3.74
89A	2		Wall	Wood		Poor	Blue	NEG	0
90A	2		Wall	Wood		Poor	Tan	NEG	0
91A	2		Door	Metal	Door	Poor	Grey	NEG	0
92A	2		Wall	Metal		Poor	Green	POS	0.01
93A	2		Wall	Metal		Poor	Blue	NEG	0
94A	2		Door	Wood	Door	Poor	White	NEG	0
95A	2		Door	Wood	Casing	Poor	Grey	POS	0.01
96A	2		Stairs	Wood	Tread	Poor	Grey	NEG	0
97A	2		Stairs	Wood	Riser	Poor	Grey	NEG	0
98A	2		Wall	Wood		Poor	White	NEG	0
99A	2		Wall	Metal	Radiator	Poor	White	NEG	0
100A	2		Support	Concrete	Column	Poor	Red	NEG	0
101A	2		Plumbing/Drain	Metal	Pipes	Poor	White	NEG	0
102A	2		Door	Metal	Casing	Poor	Orange	NEG	0
103A	2		Door	Metal	Casing	Poor	Yellow	NEG	0
104A	2		Door	Metal	Door	Poor	Yellow	NEG	0
128A	1		Floor	Concrete		Poor	Grey	NEG	0
129A	1		Floor	Concrete		Poor	Grey	POS	0.01
130A	1		Floor	Concrete		Poor	Grey	POS	0.01
131A	1		Door	Metal	Door	Poor	Green	POS	0.01
132A	1		Wall	Metal		Poor	Green	NEG	0
133A	1		Door	Wood	Casing	Poor	Green	NEG	0
134A	1		Door	Metal	Door	Poor	White	POS	0.01
135A	1		Wall	Metal		Poor	White	NEG	0
136A	1		Window	Metal	Sash	Poor	White	POS	0.08
137A	1		Window	Metal	Casing	Poor	White	NEG	0
138A	1		Wall	Wood		Poor	White	POS	0.01
139A	1		Wall	Concrete		Poor	White	POS	0.17
140A	1		Wall	Wood	Baseboard	Poor	White	POS	0.01
141A	1			Metal	Pipes	Poor	White	POS	0.01

Sample	Floor	Room	Structure	Substrate	Feature	Condition	Color	Result	Reading(mg/cm2)
142A	1		Window	Concrte	Stool	Poor	White	NEG	0
143A	1			Metal	Radiator	Poor	White	NEG	0
144A	1			Metal	Pipes	Poor	White	NEG	0
145A	1		Wall	Brick		Poor	White	NEG	0
146A	1		Wall	Brick		Poor	White	NEG	0
147A	1		Window	Metal	Sash	Poor	White	NEG	0
148A	2		Window	Metal	Sash	Poor	White	NEG	0
149A	2		Window	Concrte	Stool	Poor	Grey	NEG	0
150A	2			Metal	Radiator	Poor	Grey	POS	0.01
151A	2			Metal	Pipes	Poor	Grey	NEG	0
152A	2		Stairs	Wood	Rail cap	Poor	Grey	NEG	0
153A	2		Stairs	Concrte	Rail cap	Poor	Grey	NEG	0
154A	2		Wall	Wood		Poor	Tan	POS	0.01
155A	2		Wall	Drywall		Poor	Tan	POS	0.01
156A	2		Wall	Metal		Poor	Tan	NEG	0
157A	2		Window	Wood	Stool	Poor	Beige	NEG	0
158A	2		Window	Wood	Apron	Poor	Beige	NEG	0
159A	2		Window	Metal	Sash	Poor	Beige	NEG	0
160A	2		Wall	Wood		Poor	Beige	NEG	0
161A	2		Support	Concrte	Column	Poor	Brown	NEG	0
162A	2		Conduit	Metal	Pipes	Poor	Brown	POS	0.01
163A	2			Metal	Pipes	Poor	Silver	NEG	0
164A	2		Wall	Metal		Poor	White	POS	0.01
165A	2		Door	Metal	Door	Poor	Green	NEG	0
166A	2		Wall	Metal		Poor	Brown	NEG	0
167A	2		Support	Concrte	Column	Poor	Beige	NEG	0
168A	2		Window	Concrte	Stool	Poor	Beige	NEG	0
169A	2		Cabinet	Wood	Door Out	Poor	Beige	NEG	0
170A	2		Wall	Metal		Poor	Beige	NEG	0
171A	2		Door	Metal	Door	Poor	Tan	NEG	0
172A	2			Metal	Radiator	Poor	Tan	NEG	0
173A	2			Metal	Pipes	Poor	Tan	POS	0.01
174A	2		Support	Concrte	Column	Poor	Tan	NEG	0
175A	2		Wall	Metal		Poor	Tan	POS	0.01
176A	2		Window	Metal	Sash	Poor	White	NEG	0

Sample	Floor	Room	Structure	Substrate	Feature	Condition	Color	Result	Reading(mg/cm2)
177A	2			Concrete		Poor	White	NEG	0
178A	2		Door	Metal	Door	Poor	Brown	POS	0.01
179A	2		Door	Wood	Door	Poor	Brown	NEG	0
180A	2	Womens Bath	Door	Wood	Casing	Poor	Green	NEG	0
181A	2		Door	Wood	Door	Poor	Green	NEG	0
182A	2		Wall	Concrete		Poor	Green	NEG	0
183A	2		Wall	Metal	Radiator	Poor	Green	POS	0.03
184A	2		Wall	Metal	Pipes	Poor	Green	POS	0.01
185A	2		Floor	Concrete		Poor	Blue	NEG	0
186A	2	Bath	Partition	Metal	Wall	Poor	Green	NEG	0
187A	2		Wall	Metal	Pipes	Poor	Green	NEG	0
188A	2		Wall	Plaster		Poor	Green	NEG	0
189A		Calibrate						POS	1.1
190A		Calibrate						POS	0.01
191A		Calibrate						NEG	0
192A		Calibrate						NEG	0
193A		Calibrate						NEG	0
194A		Calibrate						NEG	0
195A		Calibrate						POS	1.9
196A		Calibrate						POS	1.42
197A		Calibrate						POS	3.83
198A		Calibrate						NEG	0
199A		Calibrate						NEG	0
200A		Calibrate						NEG	0

Appendix A
Certifications



United States Environmental Protection Agency

This is to certify that:

ENSR Corporation

6601 Kirkdale Rd.
East Syracuse, NY 13057

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402(a)(1), and has received certification as a firm, pursuant to 40 CFR Part 745.226 to conduct lead-based paint activities:

Jurisdiction: State of New York excluding Indian Tribes

This certification is valid from the date of issuance
and expires April 30, 2006

Certification # NY-11-042006-006 Issued on: March 20, 2003


Kenneth S. Stoller, P.E., QEP, DEE, Chief
Pesticides & Toxic Substances Branch

**New York
INSPECTOR**



**Certified Lead-Based
Paint Professional**

Certification No NY-4588-1	
Date of Birth 07/12/1966	Expiration Date 10/25/2006
Address 6 Mulvihill Dr. New Hartford, NY 13413	
Badge Holder's Name Scott Brown	
Badge Holder's Signature 	

If found, drop in any mailbox
Postmaster: Please return to:
US EPA
1200 Pennsylvania Ave, NW
(MC-74045T)
Washington, DC 20460
or call 1-800-424-LEAD

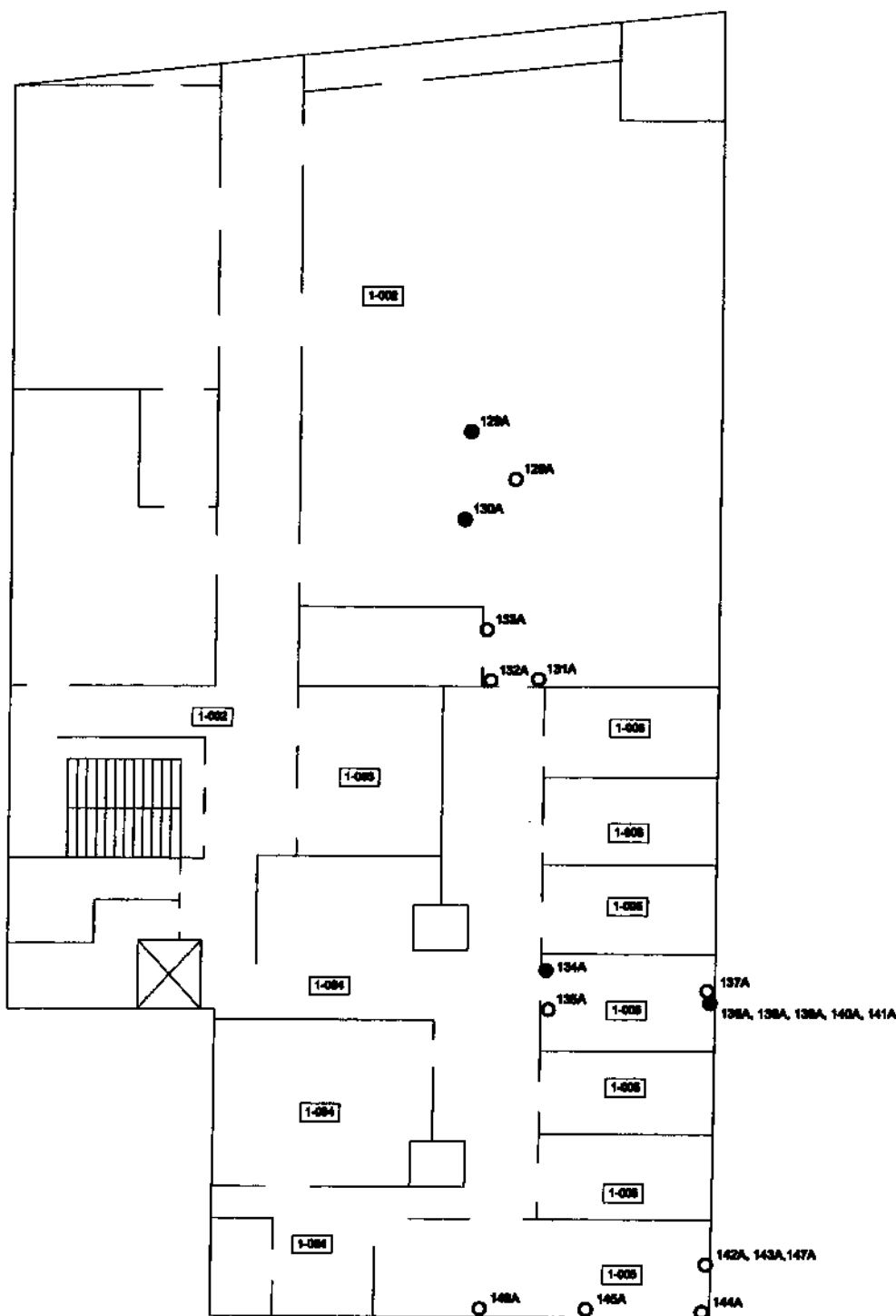


Certification No. NY-06-062004-110	
DOB of BIRTH	EXPIRATION DATE
7/28/1963	6/3/2004
Address	
423 Grand Avenue Rochester, NY 14609	
Badge Holder's Name	
Timothy J Szupak	
Badge Holder's Signature	
	

If found, drop in any mailbox
Postmaster: Please return to:
National Lead Service Center
8441 Georgia Avenue, Suite 503
Silver Spring, MD 20910
or call 1-800-424-LEAD

Appendix B
Survey Drawings

→ N



Not To Scale

ENSR
INTERNATIONAL

6801 KIRKVILLE ROAD
SYRACUSE, NEW YORK 13057
PHONE: (315) 432-0506
FAX: (315) 437-0509
WEB: [HTTP://WWW.ENSR.COM](http://www.ensr.com)

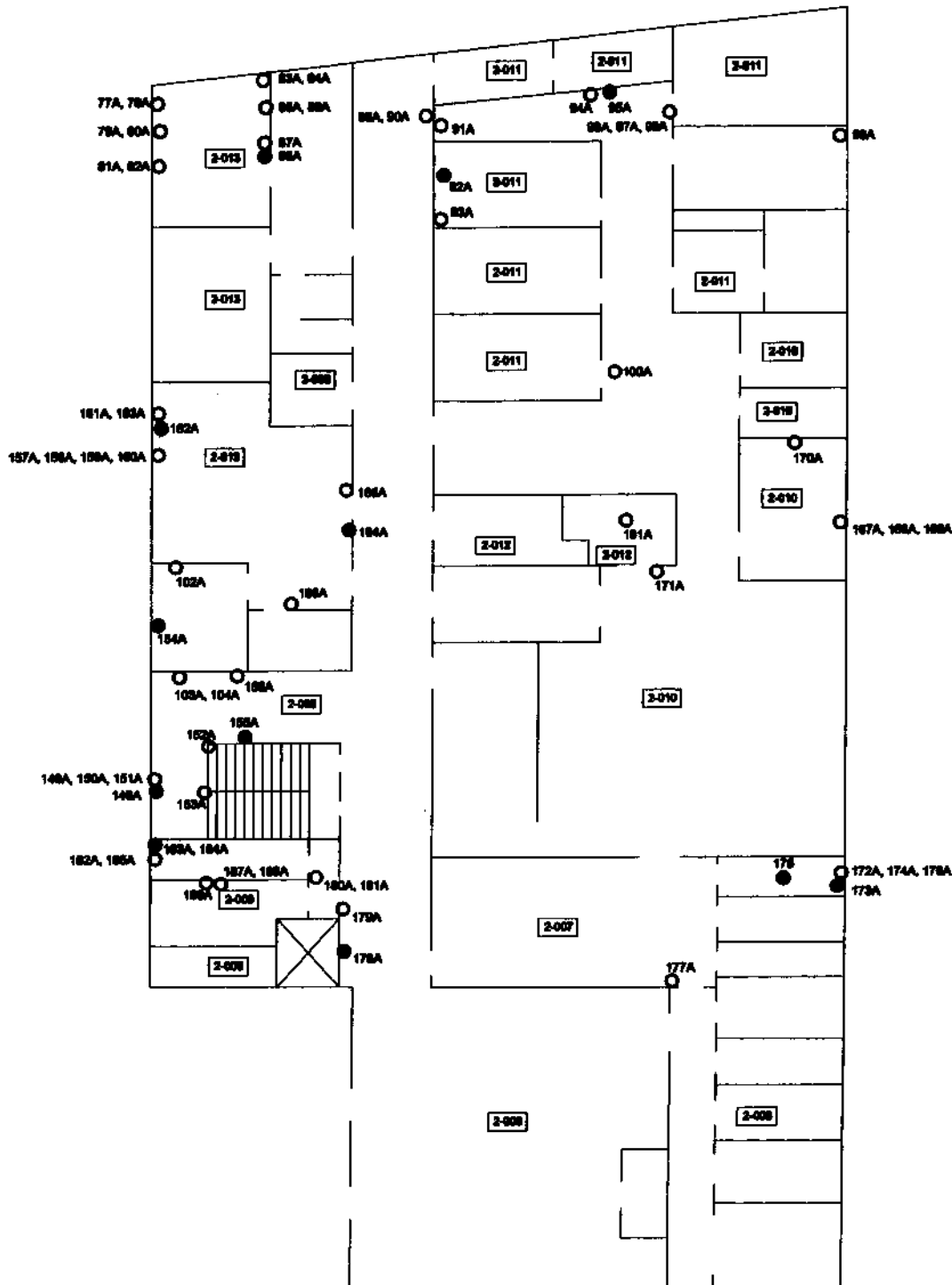
Lead-Based Paint Survey
City of Amsterdam: Mohasco Mills Complex
Building No. 36
First Floor Plan

Survey Date(s)	Survey Inspector(s)	Project No.
February 23-26, 2004	SB, TS	10472-001

FIGURE NO.

LBP-2

→ N



LEGEND

- DENOTES SAMPLE ID AND POSITIVE LEAD-BASED PAINT RESULT
- DENOTES SAMPLE ID AND NEGATIVE LEAD-BASED PAINT RESULT

Not To Scale

ENSR
INTERNATIONAL

6601 KIRKVILLE ROAD
SYRACUSE, NEW YORK 13057
PHONE: (315) 432-0508
FAX: (315) 437-0509
WEB: [HTTP://WWW.ENSR.COM](http://www.ensr.com)

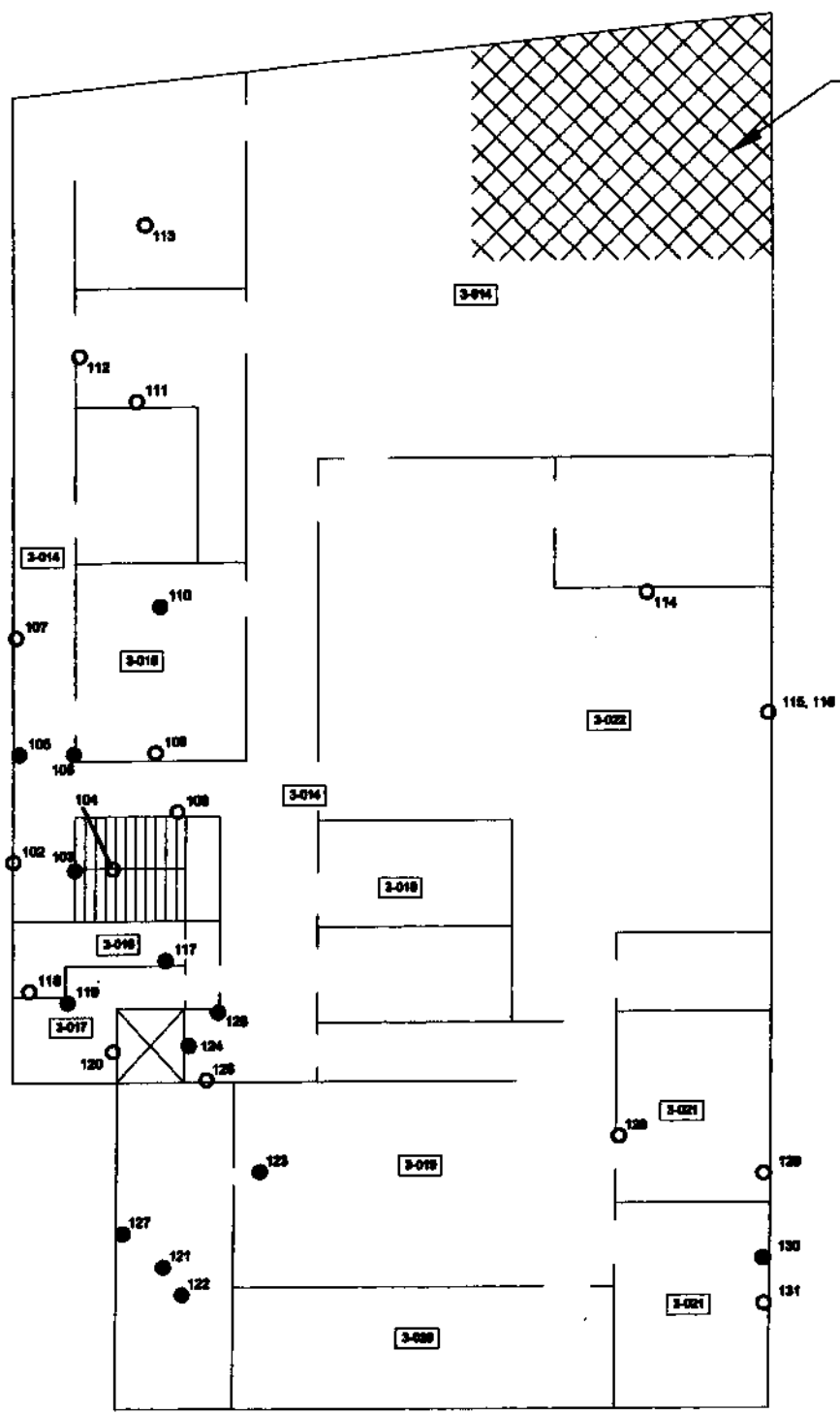
Lead-Based Paint Survey
City of Amsterdam: Mohasco Mills Complex
Building No. 36
Second Floor Plan

Survey Date(s)	Survey Inspector(s)	Project No.
February 24-26, 2004	SB, TS	10472-001

FIGURE NO.

LBP-3

→ N



LEGEND

- ⁺ DENOTES SAMPLE ID AND POSITIVE LEAD-BASED PAINT RESULT
- ⁻ DENOTES SAMPLE ID AND NEGATIVE LEAD-BASED PAINT RESULT

Not To Scale

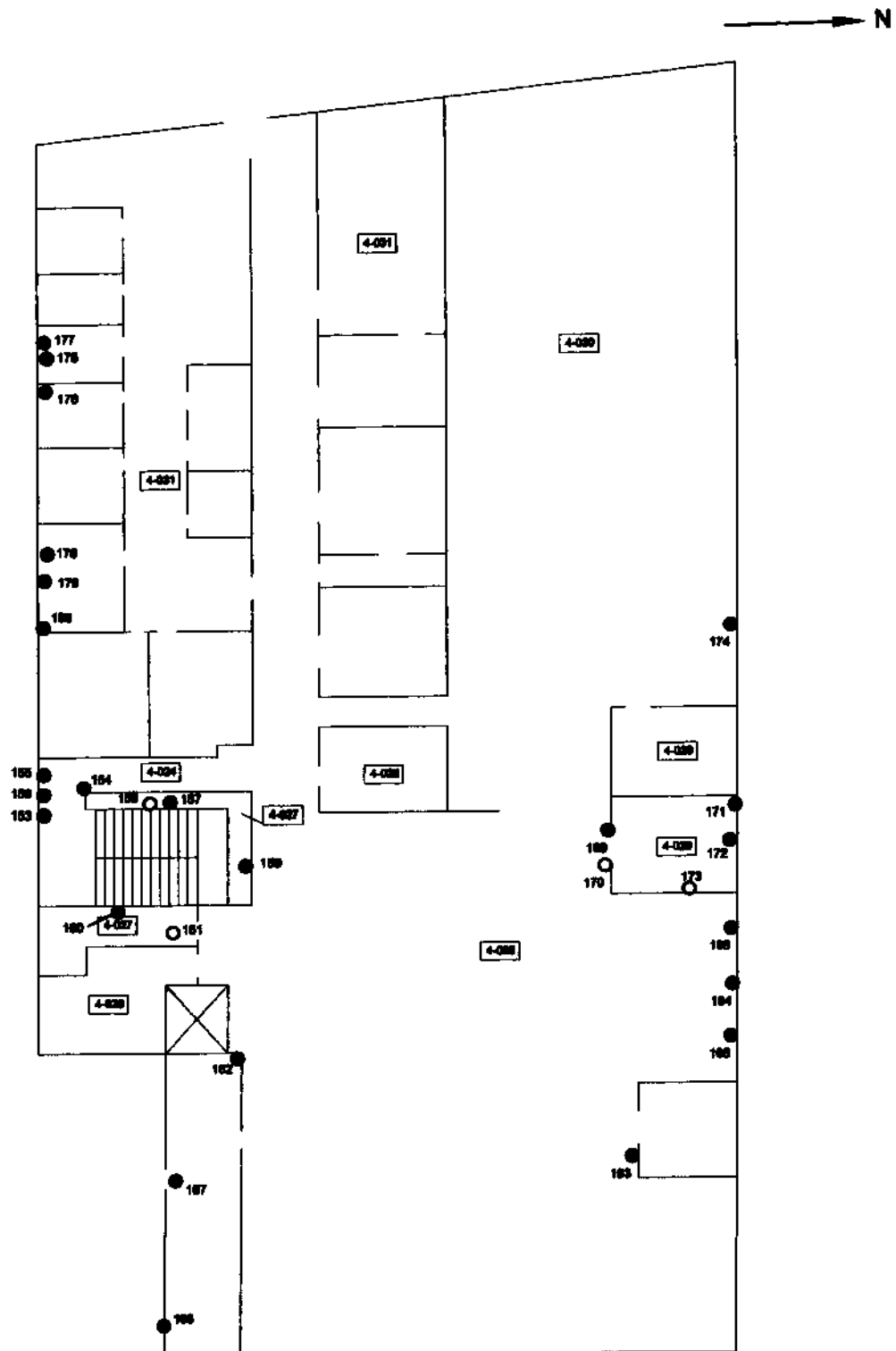
ENSR
INTERNATIONAL
6601 KIRKVILLE ROAD
SYRACUSE, NEW YORK 13057
PHONE: (315) 432-0506
FAX: (315) 437-0509
WEB: [HTTP://WWW.ENSR.COM](http://www.ensr.com)

Lead-Based Paint Survey **City of Amsterdam: Mohasco Mills Complex** **Building No. 36** **Third Floor Plan**

FIGURE NO.

LBP-4

Survey Date(s)	Survey Inspector(s)	Project No.
February 24-26, 2004	SB, TS	10472-001



LEGEND

- DENOTES SAMPLE ID AND POSITIVE LEAD-BASED PAINT RESULT
- DENOTES SAMPLE ID AND NEGATIVE LEAD-BASED PAINT RESULT

Not To Scale

ENSR
INTERNATIONAL
6601 KIRKVILLE ROAD
SYRACUSE, NEW YORK 13057
PHONE: (315) 432-0506
FAX: (315) 437-0509
WEB: [HTTP://WWW.ENSr.COM](http://www.ensr.com)

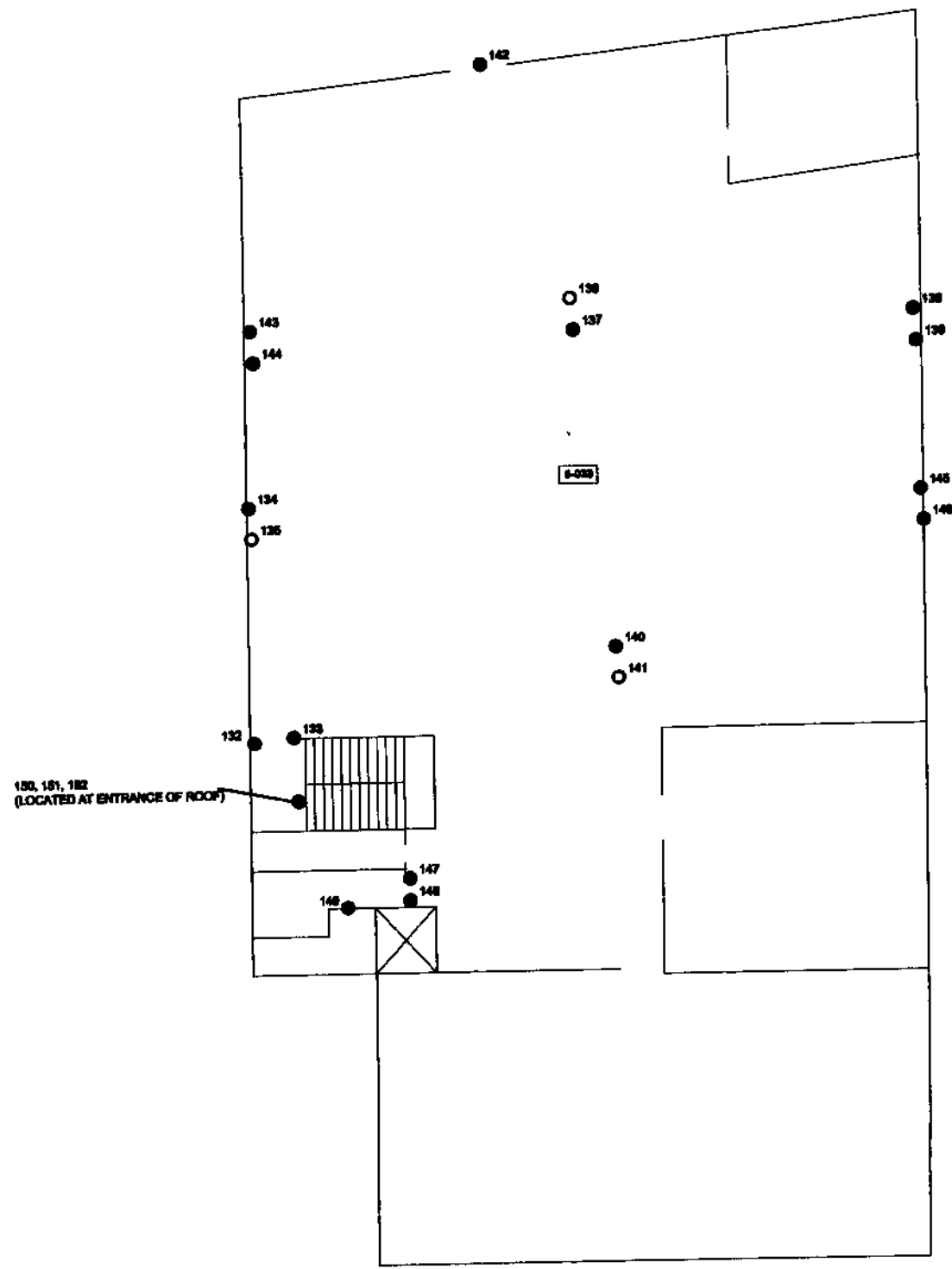
Lead-Based Paint Survey **City of Amsterdam: Mohasco Mills Complex** **Building No. 38** **Fourth Floor Plan**

Survey Date(s)	Survey Inspector(s)	Project No.
February 24-26, 2004	SB, TS	10472-001

FIGURE NO.

LBP-5

→ N



LEGEND

- DENOTES SAMPLE ID AND POSITIVE LEAD-BASED PAINT RESULT
- DENOTES SAMPLE ID AND NEGATIVE LEAD-BASED PAINT RESULT

Not To Scale

ENSR[®]
INTERNATIONAL
6601 KIRKVILLE ROAD
SYRACUSE, NEW YORK 13057
PHONE: (315) 432-0508
FAX: (315) 437-0508
WEB: [HTTP://WWW.ENSRL.COM](http://www.ensr.com)

Lead-Based Paint Survey
City of Amsterdam: Mohasco Mills Complex
Building No. 36
Fifth Floor Plan

Survey Date(s)	Survey Inspector(s)	Project No.
February 24-26, 2004	SB, TS	10472-001

FIGURE NO.

LBP-6

ENSR Rochester 3 Marcus Boulevard Albany, New York 12205 (518) 453-6444 FAX: (518) 453-0528	TITLE: CITY OF AMSTERDAM MOHASCO MILLS COMPLEX BUILDING 36	Project No. 10472-001
		Inspection Date: 2/24-25/04
		Inspected By: TTE/BB
Photo No. 1		
Location MOHASCO MILLS AMSTERDAM, NY		
Sample No.		
Description VIEW OF SUBJECT PROPERTY BUILDING 36		

Photo No. 2	
Location B-001	
Sample No. WG01A	
Description WINDOW GLAZE 1.7% CH	

ENSR Rochester 3 Marcus Boulevard Albany, New York 12205 (518) 453-6444 FAX: (518) 453-0528	TITLE: CITY OF AMSTERDAM MOHASCO MILLS COMPLEX BUILDING 36	Project No. 10472-001
		Inspection Date: 2/24-25/04
		Inspected By: TTE/BB
Photo No. 3		
Location B-001		
Sample No. PI01A		
Description WOOL FELT PIPE INSULATION 3.8% CH		

Photo No. 4	PICTURE DID NOT DEVELOP
Location B-001	
Sample No. TZ01A	
Description TERRAZZO FLOORING NON-ACM	

ENSR Rochester 3 Marcus Boulevard Albany, New York 12205 (518) 453-6444 FAX: (518) 453-0528	TITLE: CITY OF AMSTERDAM MOHASCO MILLS COMPLEX BUILDING 36	Project No. 10472-001
		Inspection Date: 2/24-25/04
		Inspected By: TTE/BB
Photo No. 5		
Location 2-011		
Sample No. CP01A		
Description 2'X2' BUMPY CEILING PANEL NON-ACM		

Photo No. 6	
Location B-001	
Sample No. VG01A	
Description VIBRATION GASKET NON-ACM	

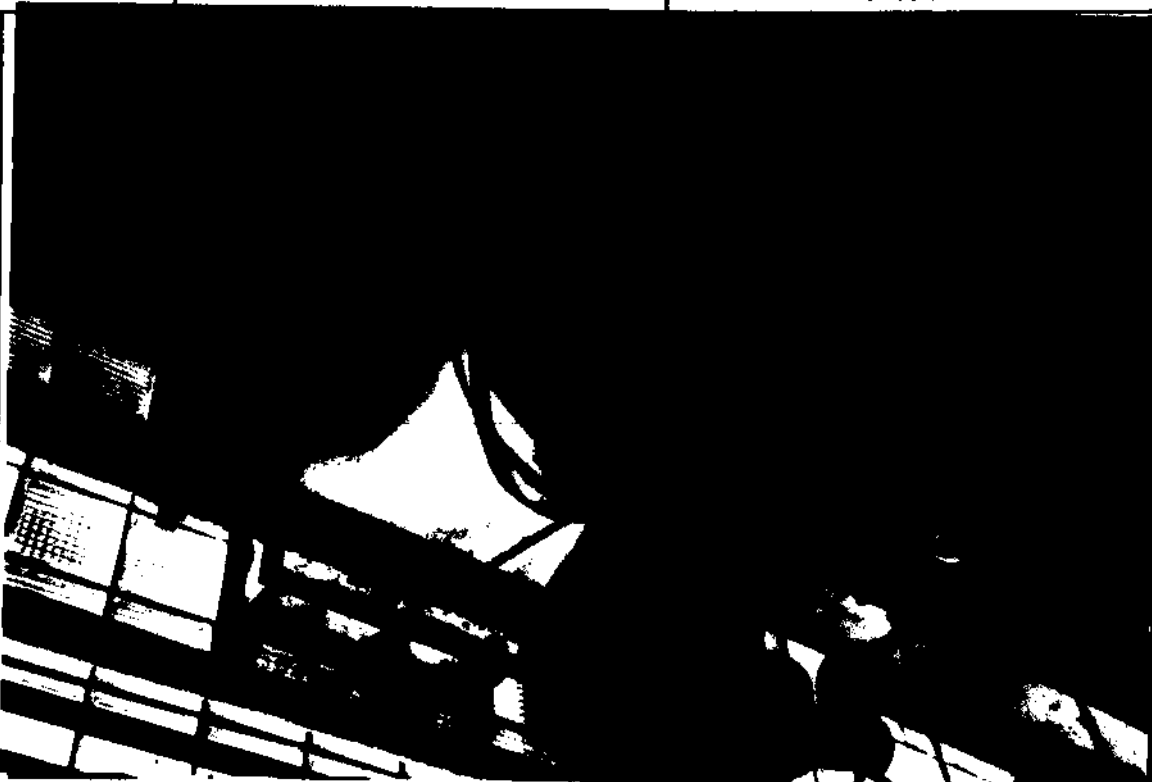
ENSR Rochester 3 Marcus Boulevard Albany, New York 12205 (518) 453-6444 FAX: (518) 453-0528	TITLE: CITY OF AMSTERDAM MOHASCO MILLS COMPLEX BUILDING 36	Project No. 10472-001
		Inspection Date: 2/24-25/04
		Inspected By: TTE/BB
Photo No. 7		
Location B-001		
Sample No. GA01A		
Description GASKET MATERIAL NON-ACM		

Photo No. 8	
Location 2-012	
Sample No. GA02B	
Description GASKET MATERIAL NON-ACM	

ENSR Rochester 3 Marcus Boulevard Albany, New York 12205 (518) 453-6444 FAX: (518) 453-0528	TITLE: CITY OF AMSTERDAM MOHASCO MILLS COMPLEX BUILDING 36	Project No. 10472-001
		Inspection Date: 2/24-25/04
		Inspected By: TTE/BB

Photo No. 9
Location B-001
Sample No. WI01A
Description WIRE INSULATION NON-ACM

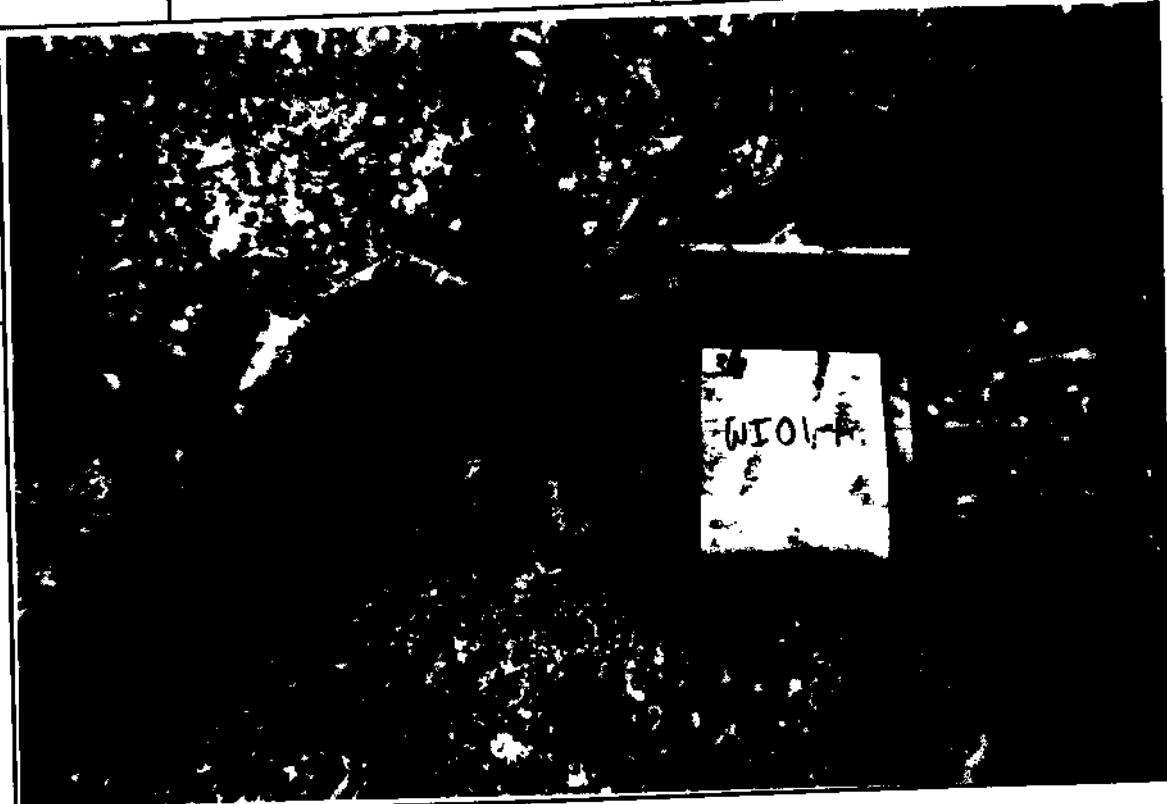


Photo No. 10
Location 1-002
Sample No. MM01A
Description BROWN MASTIC MATERIAL NON-ACM



ENSR Rochester 3 Marcus Boulevard Albany, New York 12205 (518) 453-6444 FAX: (518) 453-0528	TITLE: CITY OF AMSTERDAM MOHASCO MILLS COMPLEX BUILDING 36	Project No. 10472-001
		Inspection Date: 2/24-25/04
		Inspected By: TTE/BB
Photo No. 13		
Location 1-002		
Sample No. VB01A		
Description BLACK VAPOR BARRIER NON-ACM		

Photo No. 14	
Location B-001	
Sample No. VB02A	
Description BLACK VAPOR BARRIER NON-ACM	

March 12, 2004

Mr. Michael J. Palmer, P.E., City Engineer
City of Amsterdam
City Hall
61 Church Street
Amsterdam, New York 12010

**Re: Transmittal of Asbestos Inspection Report
Mohasco Mills Complex – Building No. 36
ENSR Project No. 10472-001**

Dear Mr. Palmer:

ENSR Corporation (ENSR) was retained by the City of Amsterdam to conduct a survey of Building No. 36 located at the Mohasco Mills Complex in Amsterdam, New York. ENSR's survey focused on sampling any suspect building materials not sampled in a previous survey. Testwell Laboratories, Inc. (Testwell) of Albany, New York completed a hazardous materials survey report, which included an asbestos demo survey report, in June 1999.

Background

Testwell 1999 survey identified 14 suspect building materials including floor tiles and mastic, ceiling tile, plaster, sheetrock (gypsum board), transite, pipe insulation, rope insulation, and roofing materials. Samples were collected and analyzed and the results of the laboratory testing indicated the following materials were identified as asbestos containing.

- Gray 12" floor tile
- Floor tile mastic
- Pipe insulation and debris
- Rope insulation
- Transite
- Roofing felt and flashing

A copy of Testwell Laboratories, Inc. report is included in Appendix A. The report includes the material quantity, location and results of the laboratory testing.

Sampling Procedure and Laboratory Analysis

ENSR's survey focused on identifying suspect building materials not sampled during the previous survey. ENSR's New York State Licensed asbestos inspectors, Mr. Thomas Ten Eyck and Mr. Brian Bowers, conducted the survey on February 24 and 25, 2004. ENSR's and each individual inspector's certificate are provided in Appendix B.

Mr. Michael Palmer, P.E.
City of Amsterdam
March 12, 2004
Page 2

Twenty seven bulk samples were collected during the survey of materials not previously sampled. A picture log with pictures of the building surveyed and materials sampled is provided in Appendix C. Sample material locations are provided in floor plans included in Appendix D.

The bulk samples were analyzed by AmeriSci New York (AmeriSci), 117 East 30th Street, New York, New York. AmeriSci is accredited by NIST under the National Voluntary Laboratory Accreditation Program (NVLAP) for Polarized Light Microscopy (PLM) analysis of bulk samples (Accreditation Number 200546-0). AmeriSci is also accredited by the New York State Department of Health under the Environmental Laboratory Approval Program (ELAP, Accreditation No. 11480).

All samples were analyzed by polarized light microscopy (PLM) in accordance with the NYSDOH *Polarized Light Microscopy Method for Identifying and Quantifying Asbestos in Bulk Samples* (ELAP Method 198.1). Non-friable organically bound (NOB) materials, such as tar paper and mastic found to contain <1% by PLM were further analyzed by the NYSDOH *Transmission Electron Microscopy (TEM) Method for Identifying and Quantifying Asbestos in Non-Friable Organically Bound Bulk Samples* (ELAP Method 198.4). A material was classified as non-asbestos containing only if all samples in the set were determined to be less than one percent asbestos by weight (<1%).

Analytical Results

The results of the survey indicated that the window glazing and wool-felt pipe insulation are asbestos containing materials. The terrazzo flooring, mastic materials, ceiling panel, vibration and gasket materials, wire insulation, and vapor barriers are non-asbestos. The sample identification (ID), material, result, and comment(s) are provided in the table below.

Material Sampled	Result	Comments
Window Glaze WG01A-B	1.7% Chrysotile	Asbestos-containing
Wool-felt Pipe Insulation PI01A-C	3.75% Chrysotile	Asbestos-containing
Terrazzo Flooring TZ01A-C	NAD	Non-asbestos
2'x2' Bumpy Ceiling Panel CP01A-C	NAD	Non-asbestos
Vibration Gasket VG01A-B	NAD	Non-asbestos
Gasket Material GA01A	NAD	Non-asbestos
Gasket Material GA02B	NAD	Non-asbestos
Wire Insulation WI01A-B	NAD	Non-asbestos
Brown Mastic Material MM01A-B	NAD	Non-asbestos
Dark Brown Mastic Material MM02A-B	NAD	Non-asbestos
Yellowish Tan Mastic Material MM03A-B	NAD	Non-asbestos
Black Vapor Barrier	NAD	Non-asbestos
Black Vapor Barrier	NAD	Non-asbestos

NAD: no asbestos detected

Mr. Michael Palmer, P.E.
City of Amsterdam
March 12, 2004
Page 2

The laboratory results and chain-of-custody are attached in Appendix E. Laboratory certifications are provided in Appendix F.

There were 165 windows with glazing on the north and south sides of Building No. 36. The wool-felt pipe insulation added an additional 200 linear feet of pipe insulation in building space B-001 to that quantified by Testwell for a total of 2,400 linear feet of pipe in this space. Wool-felt pipe insulation was also identified in spaces 2-006, 2-010 and 5-033. This increased the amount of pipe insulation quantified by Testwell in these spaces by an additional 200 linear feet.

Recommendations

Since Building 36 is scheduled for demolition, materials identified as asbestos-containing must be removed by a New York State licensed asbestos abatement contractor prior to demolition activities.

If you have any questions or comments, please contact our office.

Sincerely,

ENSR Corporation

Prepared by:

Reviewed by:

Thomas C. Ten Eyck, CHMM
Inspector, Project Manager

James P. Sprague, PMP, P.E.
Senior Project Manager

Malcolm Pirnie, Inc.

for

**Mahasco Mill Complex Building # 36
Amsterdam, New York**

Hazardous Material Survey Report

Generated on:

6/14/99

TESTWELL LABORATORIES, INC.

**Brian K. McLaren
Project Manager
30 Corporate Circle Suite 131
Albany, New York 12203**

tele: (518) 464-6039 fax: (518) 464-9522



30 Corporate Circle Suite 131
Albany, New York 12203
Tel: (518) 464-6039
Fax: (518) 464-9522

Malcolm Pirnie, Inc.

For

**Mahasco Mill Complex Building # 36
Amsterdam, New York**

Asbestos Demo Survey Report

Generated on:

6/14/99

TESTWELL LABORATORIES, INC.

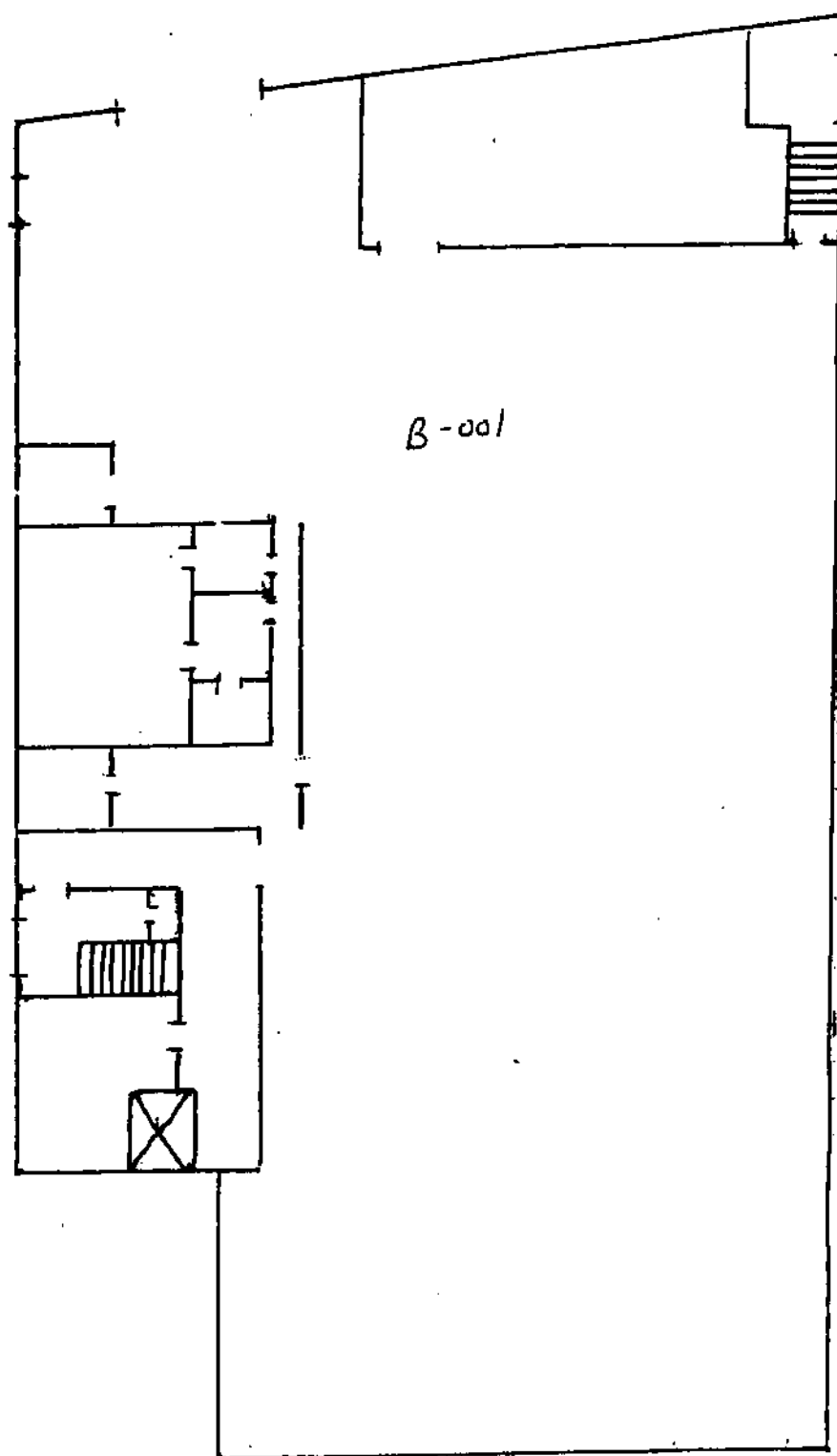
**Brian K. McLaren
Project Manager
30 Corporate Circle Suite 131
Albany, New York 12203**

tele: (518) 464-6039 fax: (518) 464-9522



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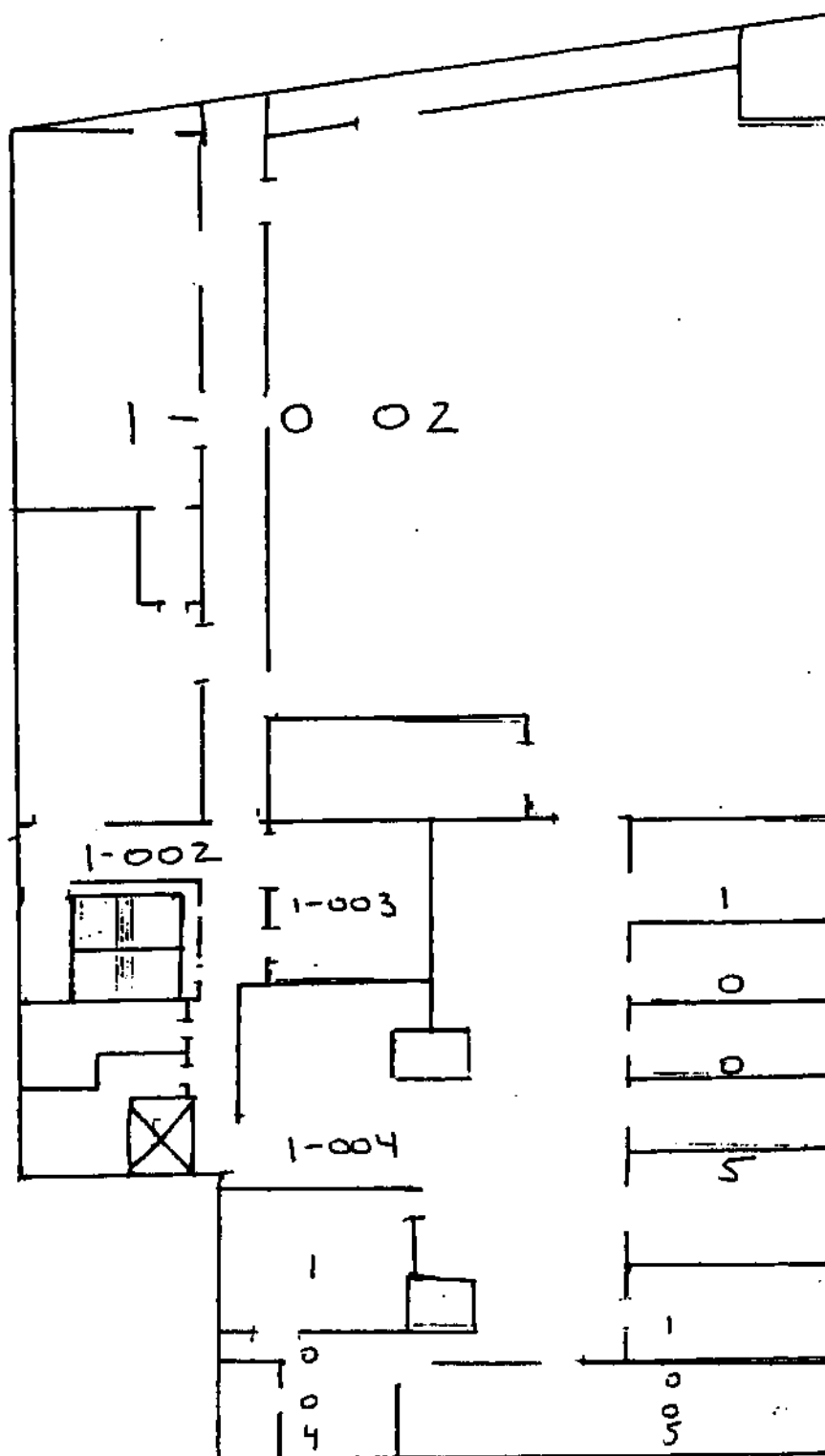
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Section 2:	Survey Report Pink Maps PLM & NOB/TEM Reports
Section 3:	List of Bidders
Section 4:	Testwell Laboratories, Inc.



Bldg 36

12

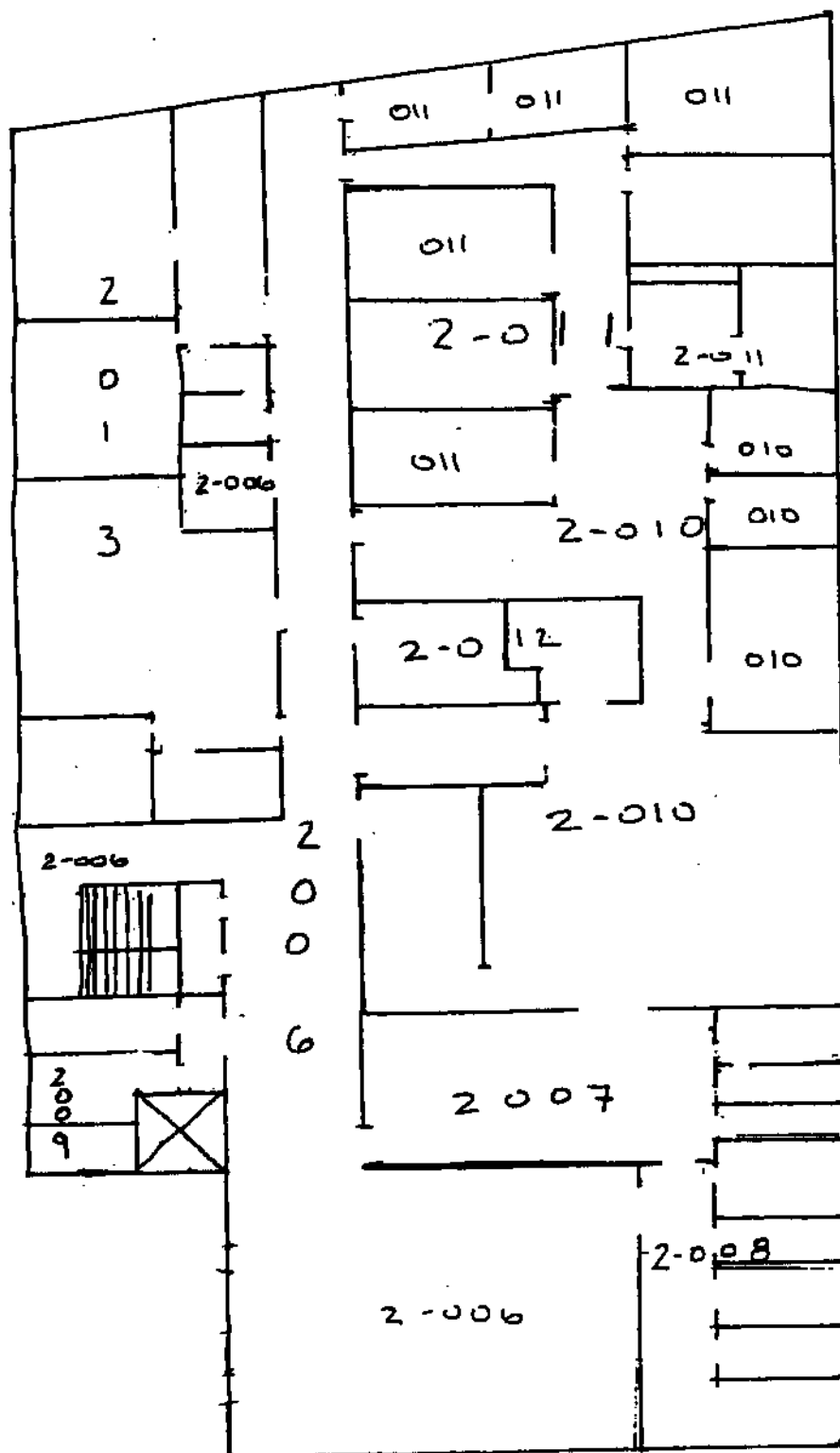
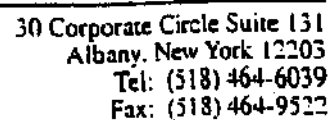
Corporate Headquarters: Ossining, New York



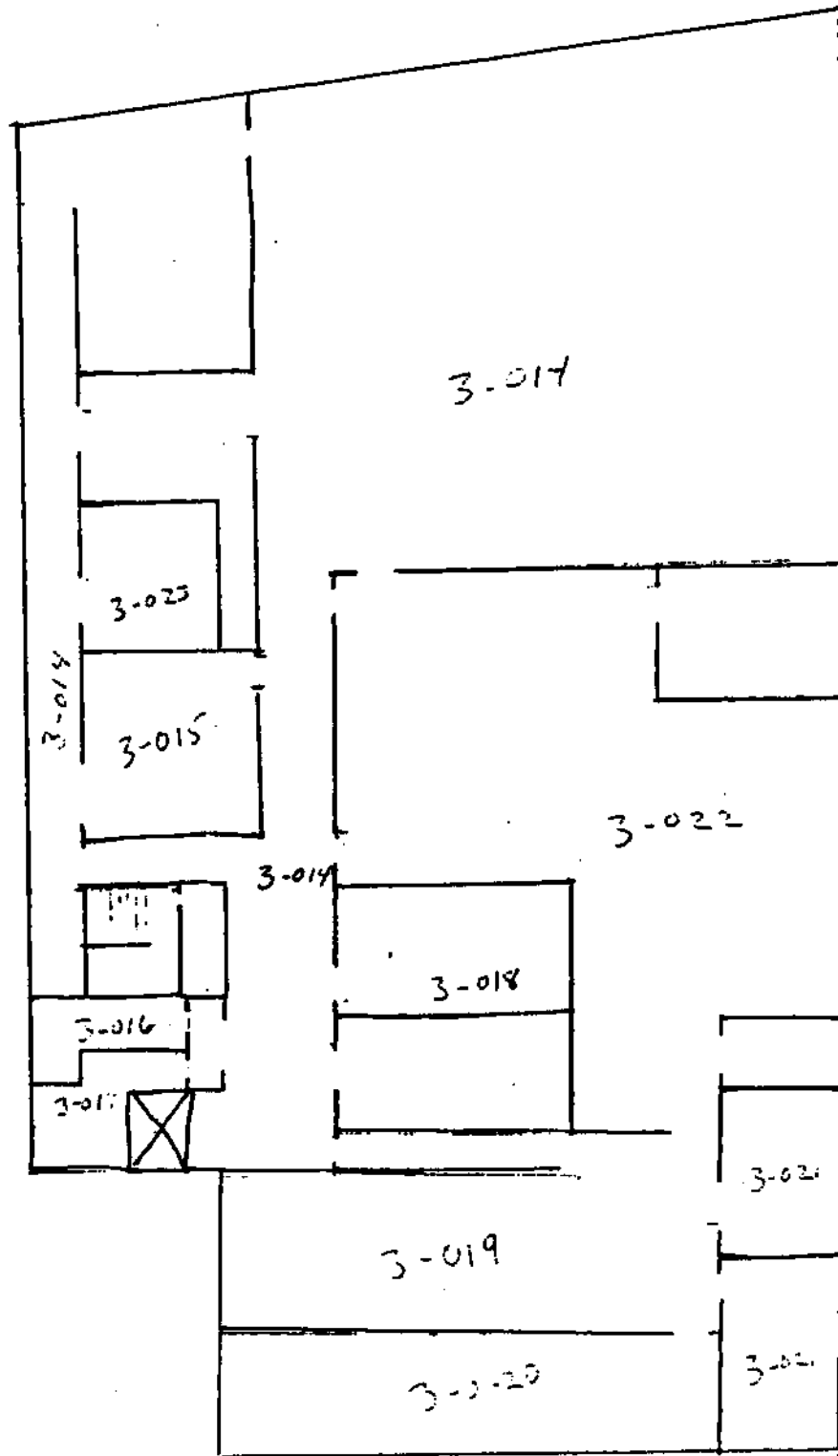
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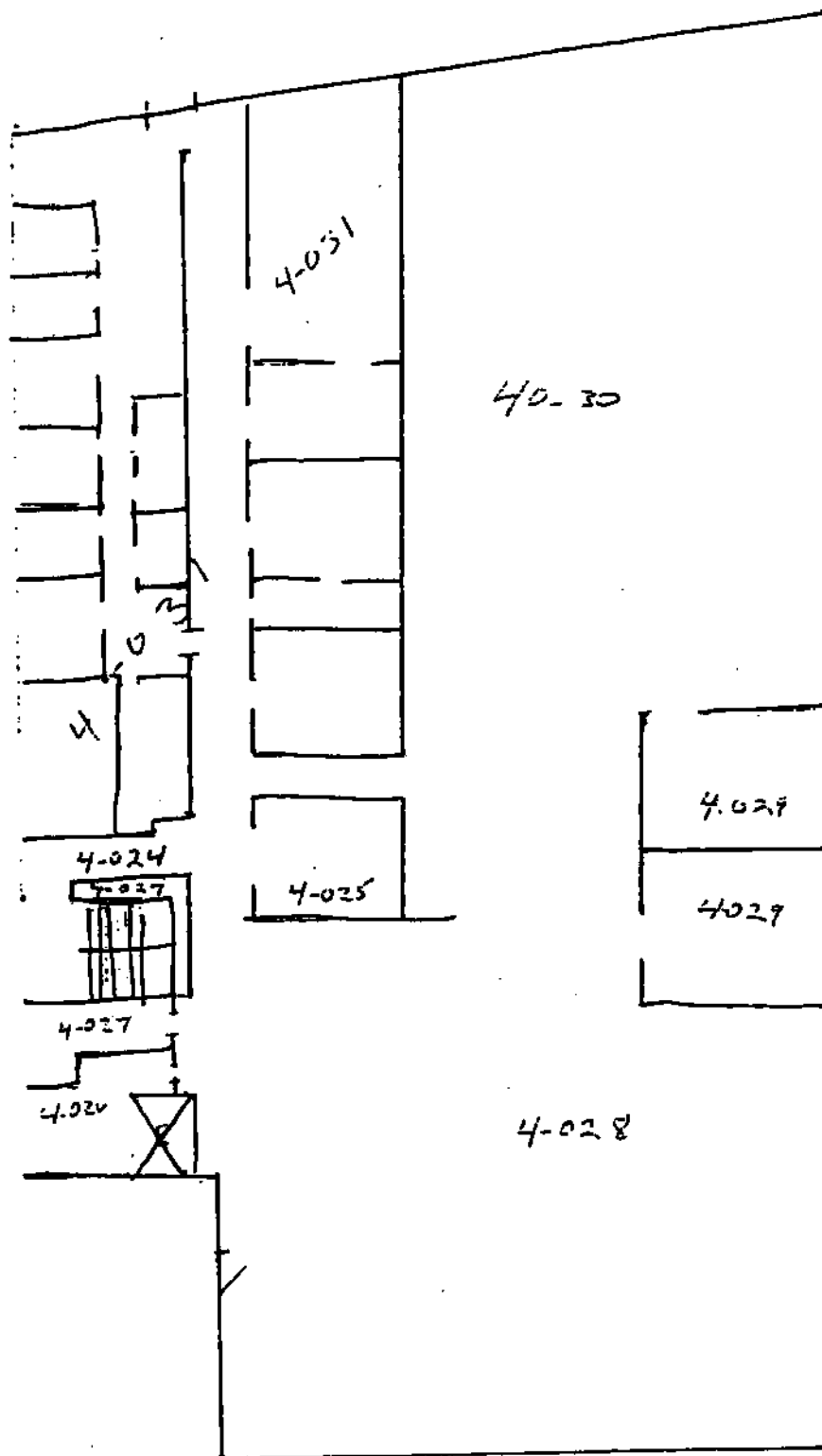
Encl

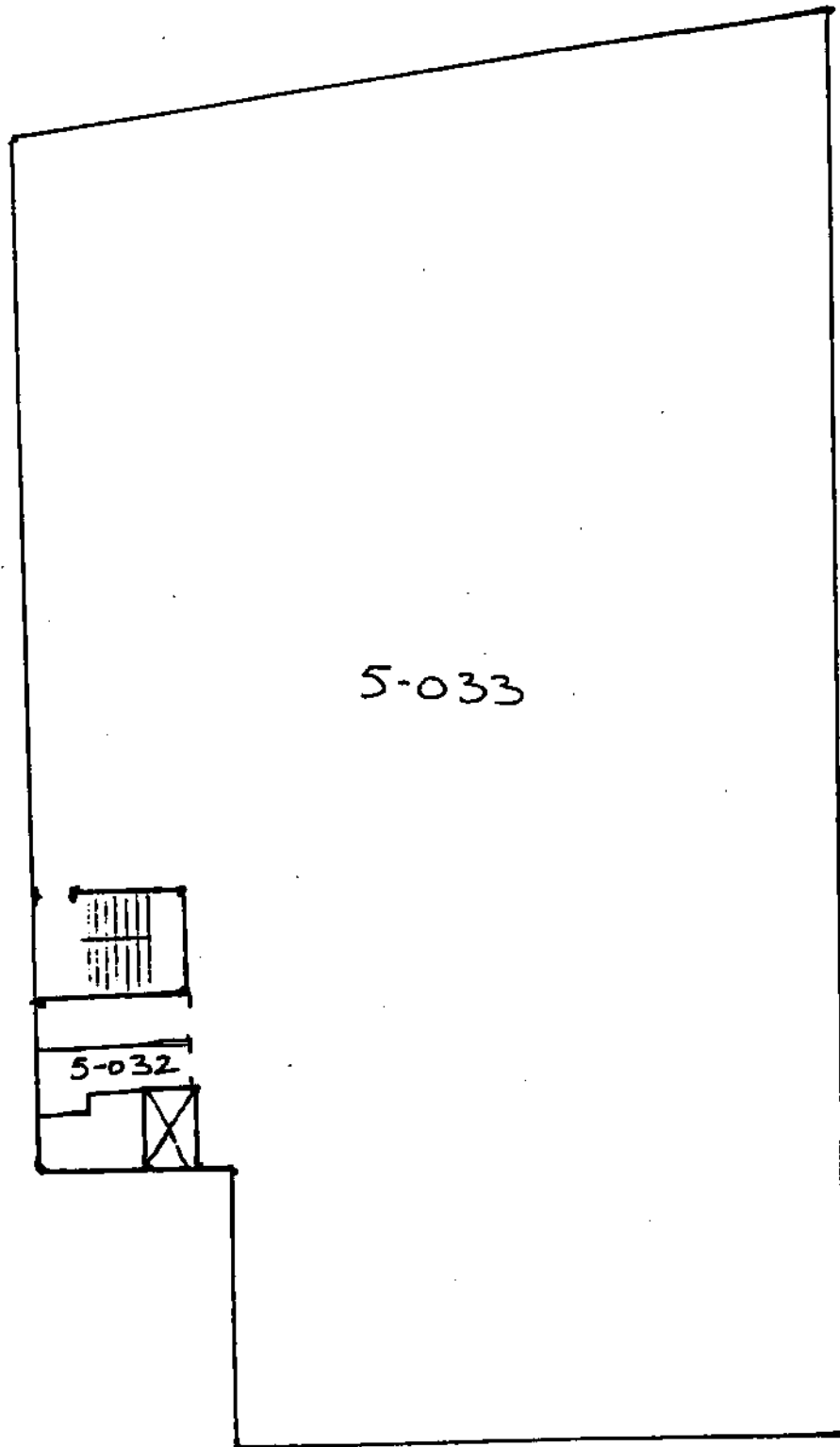
Corporate Headquarters: Ossining, New York



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Corporate Headquarters: Ossining, New York

Asbestos Survey Investigation

Executive Summary

The Mahasco Mill Complex building has been inspected and evaluated during the development of this Asbestos Demo Survey Investigation, for Asbestos Containing Building Materials (ACBM).

Inspection Procedures:

An asbestos demo survey investigation was conducted on the above-unoccupied buildings. The survey was done in accordance with 12 NYCRR Part 56 (56 1.9) requirements and 40 CFR 763 and the new OSHA Regulation.

Building History: The above referenced building was built in the late 1900's. The building is a 6 story structure with slab on deck floors. The building has a full basement slab on grade. The exteriors are finished masonry brick and block walls with a flat roof.

Asbestos Containing Material Found within the building.

Thermal System Insulation (TSI) and TSI Debris on floor can be found within the building.

Mastic and some VAT was found within the building.

Transite Board was found in a few places within the building.

Roof Felts and Flashing was found on the exterior of this Building

The sampling Scheme consists of assigning each room in the building a functional space number, and identify all suspect asbestos containing material and grouping them into homogeneous Categories which are also numbered.

Inspection procedures were conducted in accordance with the requirements of the AHERA Regulations, HUD guide lines new OSHA requirements and New York State Code Rule 56 to the best of the contributing inspector's abilities. A Certified Inspector performed all inspecting and bulk sampling.

All friable bulk samples were tested using polarized light microscopy (PLM), EPA interim method using dispersion staining, Non-Friable Organically Bound Material By ELAP, to determine the asbestos content. Polarized light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos containing, confirmation must be made by quantitative transmission electron microscopy. All tests performed by a Certified Lab Technician.

Asbestos Survey Investigation

Assessments - Recommendations

If this building is schedule to be rehabilitation. Removal of all Asbestos Containing Building Material must be removed by license Asbestos Contractor before the building is remodeling. Removal required under EPA, NYS, OSHA, PESH and NESHAP Regulations (40 CFR Part 61).

Final Remedial - Recommendations & Responses

Management Planners recommendations, response choice and reasons.

Thermal System Insulation	4,290 Ln. Ft. of Friable Removals
TSI Debris on Floor	300 Sq. Ft. of Friable Removals
Mastic and Some VAT	24,053 Sq. Ft. of Non Friable Removals
Roof Felts & Flashing	10,650 Sq. Ft. of Non Friable Removals
Transite Board	85 Sq. Ft. of Non Friable Removals
Cost to remove ACBM	\$ 97,500.00
Project Monitoring & Air Monitoring Cost for over all project	\$ 20,00.00
Estimated Cost to remove ACBM	\$ 117,500.00

Qualifications \ Accreditation

The NYS Labor Department certifies Testwell Laboratories, Inc. Albany Division as a License Asbestos Contractor, is certified by the NYS Health Department for analysis of air and bulk asbestos samples (ELAP 10871), as well as by the National Voluntary Laboratory Accreditation Program (EPA NVLAP 1102) and AIHA American Industrial Hygiene Association.

Brian K. McLaren - Certified Inspector/Management Planner AH: 88-10819

As the certified Inspector/Management Planner responsible for development of this Survey plan. I certify that it has been written and reviewed in a manner, which is in full compliance with the Applicable rules and regulations as required by Federal Regulations 40 CFR, Part 763.

Testwell Laboratories, Inc.

Brian K. McLaren

Brian K. McLaren
Project Manager



MALCOLM PIRNIE, INC.

BUILDING 36

INDEX OF HOMOGENOUS LIST

Areas in underlined type are confirmed Asbestos Containing Building Material

0001	Grey 9" Floor Tile	Non ACBM
<u>0002</u>	<u>Mastic for Floor Tile</u>	<u>Confirmed ACBM</u>
0003	2 x 4 Ceiling Tile	Non ACBM
0004	Gypsum Board	Non ACBM
<u>0005</u>	<u>Pipe Insulation</u>	<u>Confirmed ACBM</u>
<u>0006</u>	<u>Transite Board</u>	<u>Confirmed ACBM</u>
<u>0007</u>	<u>Debris on Floor</u>	<u>Confirmed ACBM</u>
0008	Plaster	Non ACBM
<u>0009</u>	<u>Rope Insulation</u>	<u>Confirmed ACBM</u>
0010	Tan 9" Floor Tile	Non ACBM
<u>0011</u>	<u>Grey 12" Floor Tile</u>	<u>Confirmed ACBM</u>
<u>0012</u>	<u>Roof Felt</u>	<u>Confirmed ACBM</u>
<u>0013</u>	<u>Flashing</u>	<u>Confirmed ACBM</u>
0014	Glazing & Sealant	Non ACBM

Building Name:	Building #36	Level No.:	Ground Floor
Functional Space:	Office/Bay Areas	Space ID. #:	B-001

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Grey 9" Floor Tile	Non Friable	900 Sq. Ft.	0
0002 Mastic for Floor Tile	Non Friable	900 Sq. Ft.	0
0003 2x4 Ceiling Tiles	Non Friable	1200 Sq. Ft.	0
0004 Gypsum Board	Non Friable	400 Sq. Ft.	0
0005 Pipe Insulation	Friable	1900 Ln. Ft.	1900 Ln. Ft.
0006 Transite Board	Non Friable	60 Sq. Ft.	56 Sq. Ft.
0007 Debris on Floor	Friable	300 Sq. Ft.	300 Sq. Ft.

Recommended Response Actions:

Homogenous 0001, 0003 and 0004 is non ACBM.

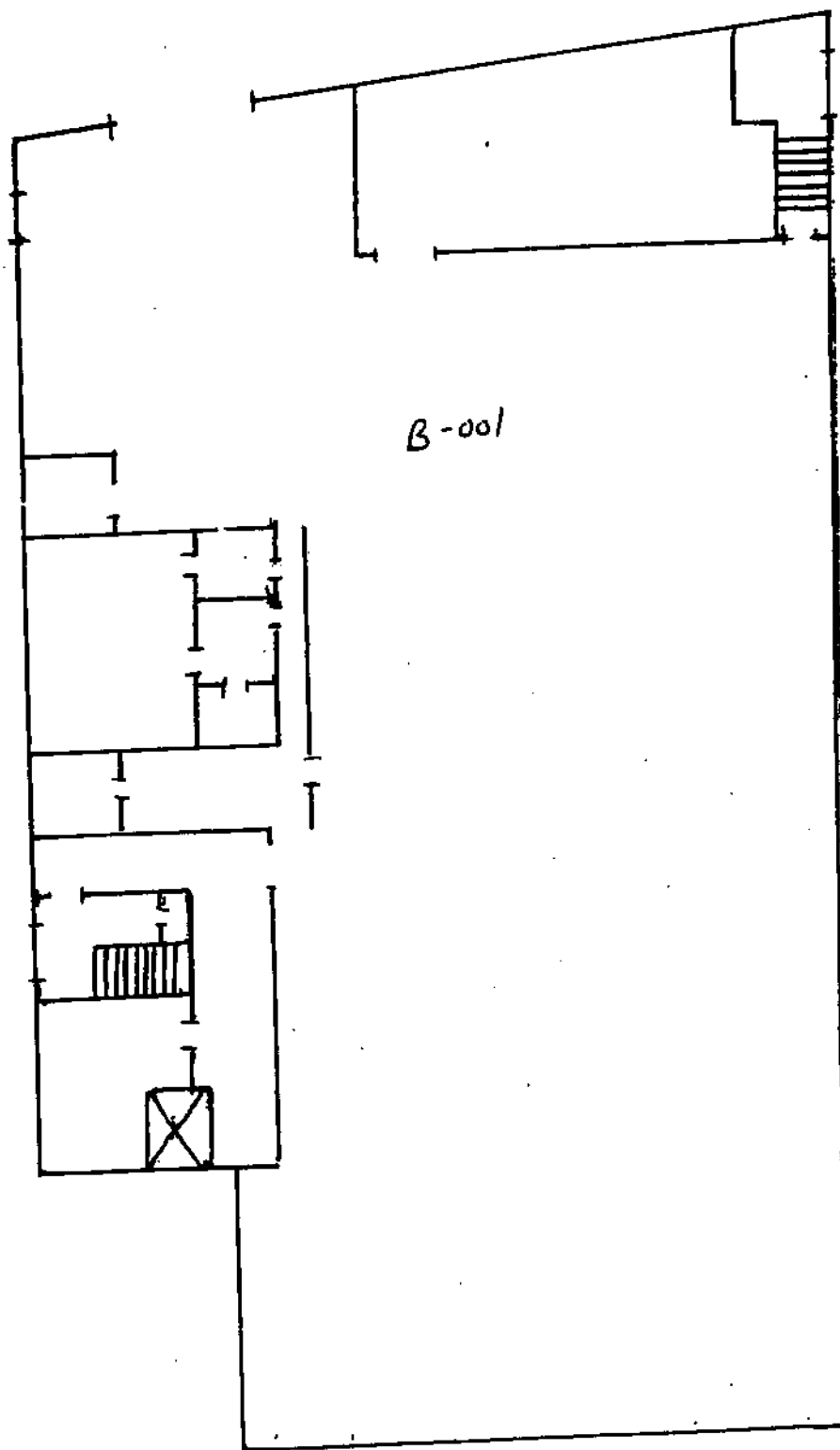
Homogenous 0002, 0005, 0006, and 0007 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any

Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Bldg 36

Corporate Headquarters: Ossining, New York

Building Name:	Building #36	Level No.:	2 nd Floor
Functional Space:	Halls & Bay's Area	Space I.D. #:	1-002

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Grey 9" Floor Tile	Non Friable	400 Sq. Ft.	0
0002 Mastic for Floor Tile	Non Friable	400 Sq. Ft.	0
0005 Pipe Insulation	Friable	500 Ln. Ft.	500 Ln. Ft.

Recommended Response Actions:

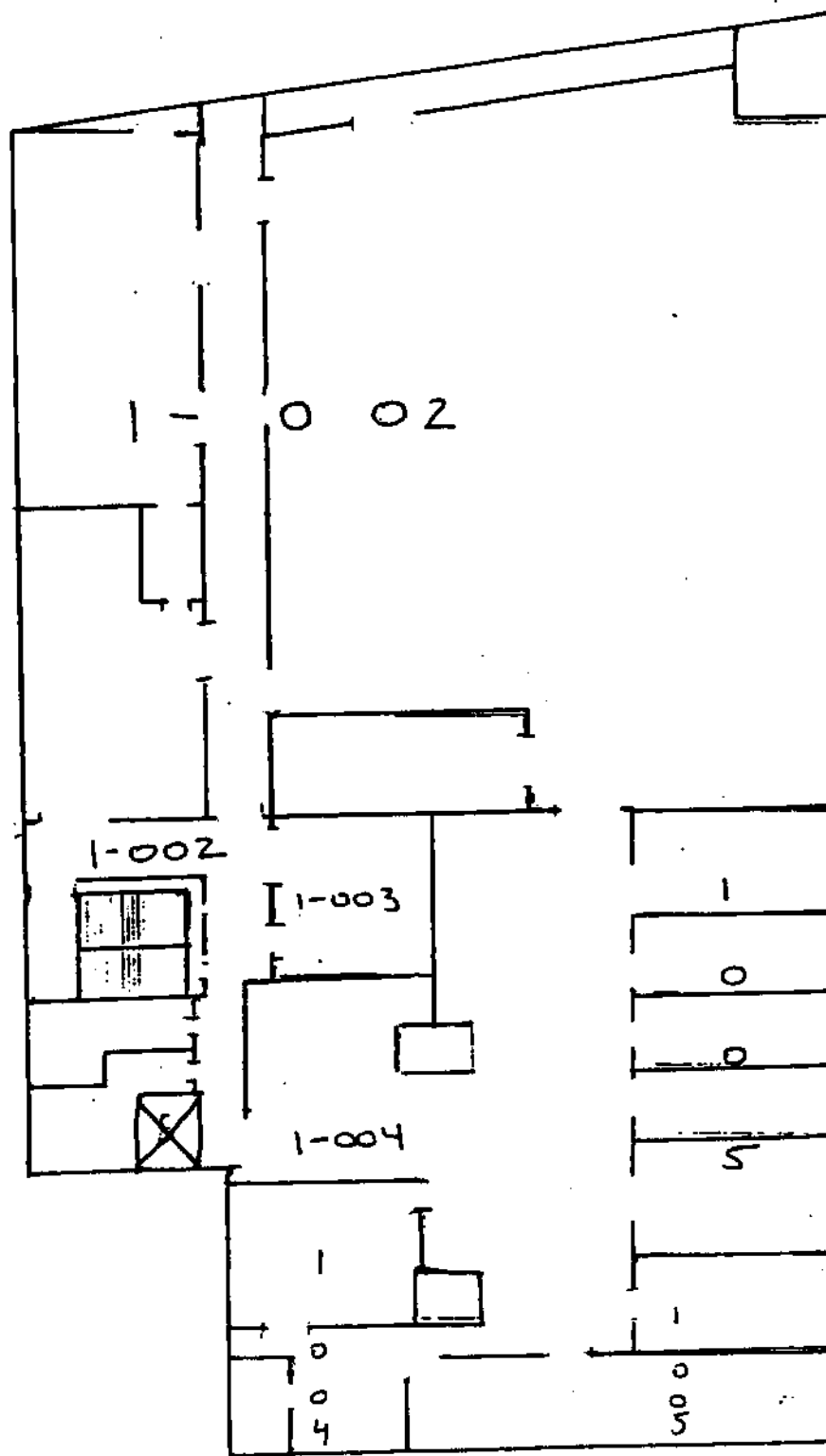
Homogenous 0001 is non ACBM.

Homogenous 0002 and 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



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Corporate Headquarters: Ossining, New York

Building Name:	Building #36	Level No:	2 nd floor
Functional Space:	Mechanical Room	Space I.D. #:	1-003

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0004 Gypsum Board	Non Friable	600 Sq. Ft.	0
0001 Grey 9" Floor Tile	Non Friable	100 Sq. Ft.	0
0002 Mastic	Non Friable	100 Sq. Ft.	0

Recommended Response Actions:

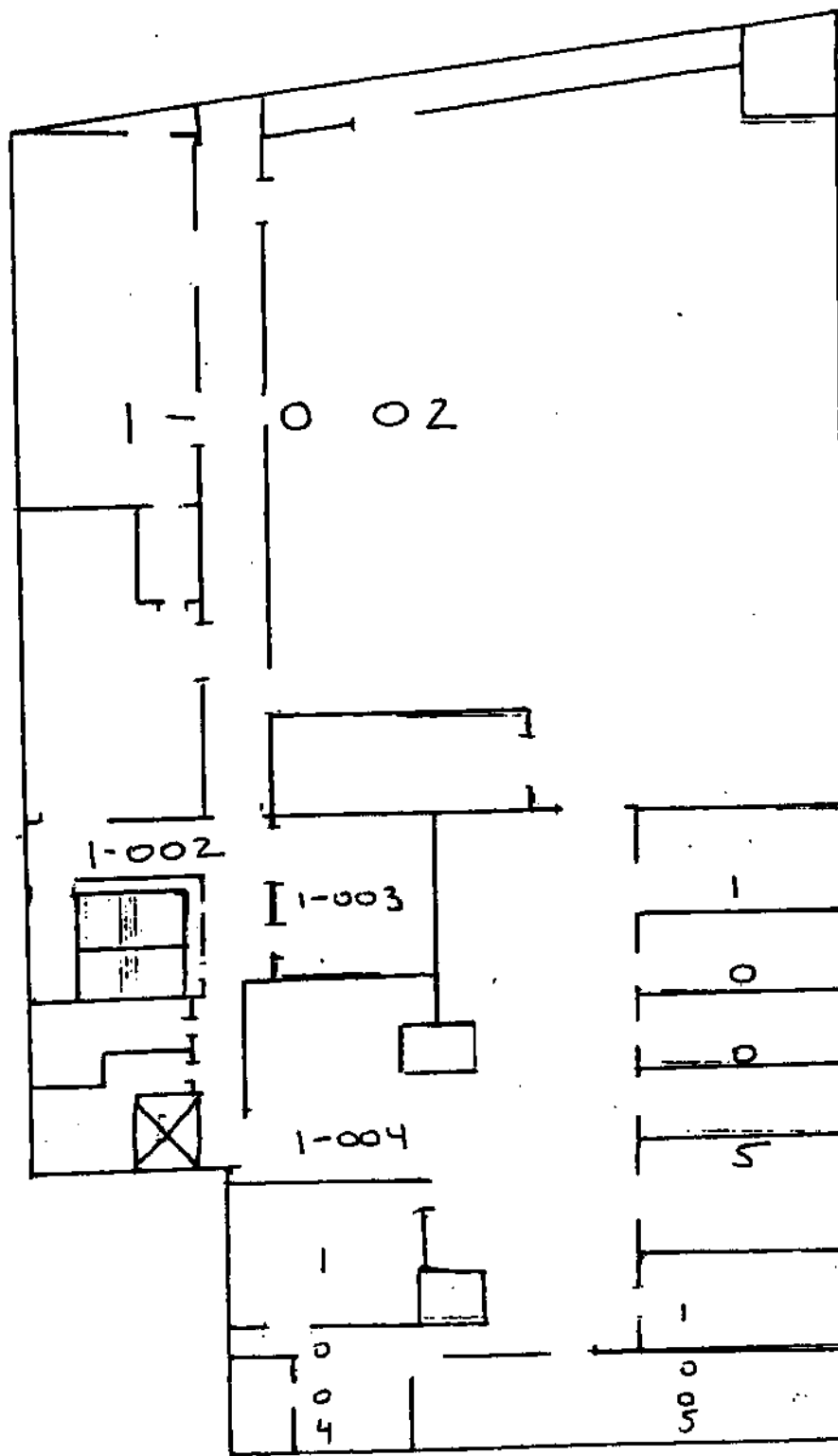
Homogenous 0004 and 0001 is non ACBM.

Homogenous 0002 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



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Corporate Headquarters: Ossining, New York

Building Name:	Building #36	Level No.:	2 nd Floor
Functional Space:	Office/Storage/Bay	Space ID. #:	1-004

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0004 Gypsum Board	Non Friable	2730 Sq. Ft.	0
0003 2x4 Ceiling Tile	Non Friable	2070 Sq. Ft.	20 Sq.Ft.
0001 Grey 9" Floor Tile	Non Friable	2070 Sq. Ft.	0
0002 Mastic for Floor Tile	Non Friable	2070 Sq. Ft.	0

Recommended Response Actions:

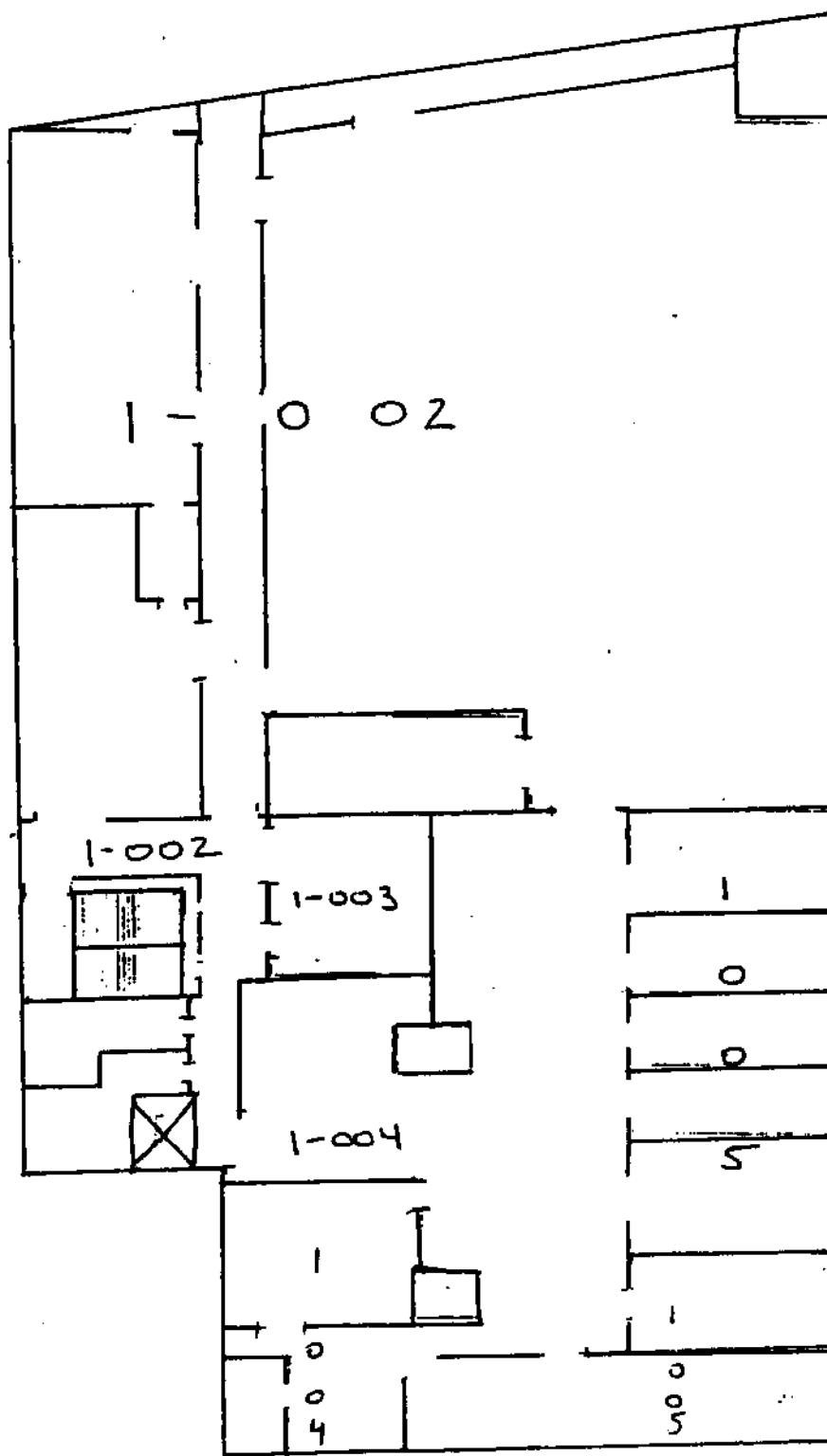
Homogenous 0004, 0003 and 0001 is non ACBM.

Homogenous 0002 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



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Corporate Headquarters: Ossining, New York

Building Name:	Building #36	Level No.:	2 nd Floor
Functional Space:	Office Area/Bay Areas	Space I.D. #:	1-005

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0004 Gypsum Board	Non Friable	2900 Sq. Ft.	0
0003 2x4 Ceiling Tile	Non Friable	2000 Sq. Ft.	0
0001 Grey 9" Floor Tile	Non Friable	2000 Sq. Ft.	0
0002 Mastic for Floor Tile	Non Friable	2000 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0004, 0003 and 0001 is non ACBM.

Homogenous 0002 is confirmed ACBM.

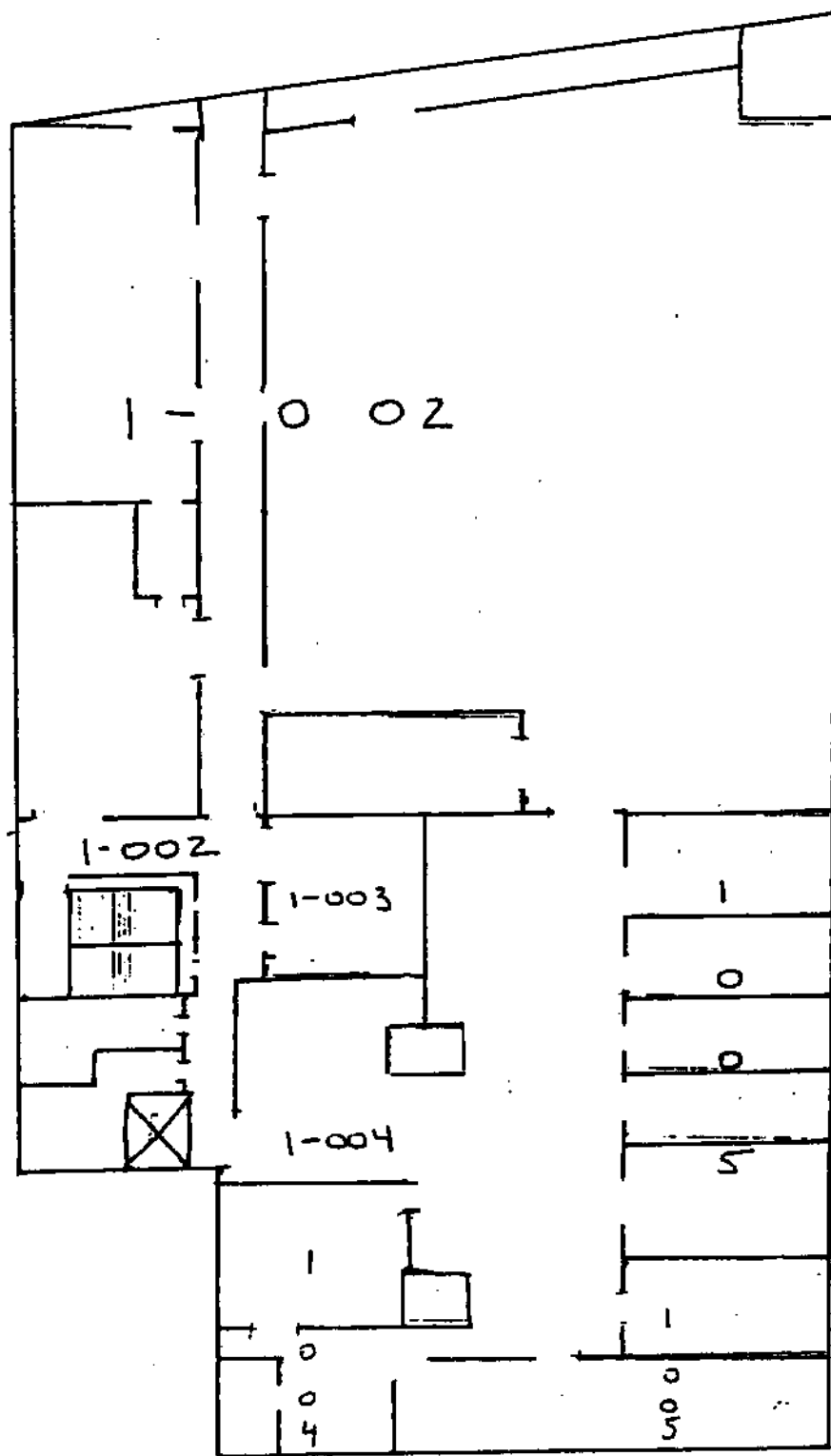
Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any

Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD

Regulations.

Corporate Headquarters: Ossining, New York



ALL 3/6

2nd

Corporate Headquarters: Ossining, New York

Building Name:	Building #36	Level No.:	Third Floor
Functional Space:	Hall/Stair/Storage Room	Space I.D. #:	2-006

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0004 Gypsum Board	Non Friable	3300 Sq. Ft.	0
0001 Grey 9" Floor Tile	Non Friable	1040 Sq.Ft.	0
0002 Mastjc for Floor Tile	Non Friable	1040 Sq.Ft.	0
0005 Pipe Insulation	Friable	450 Ln. Ft.	20 Ln. Ft.

Recommended Response Actions:

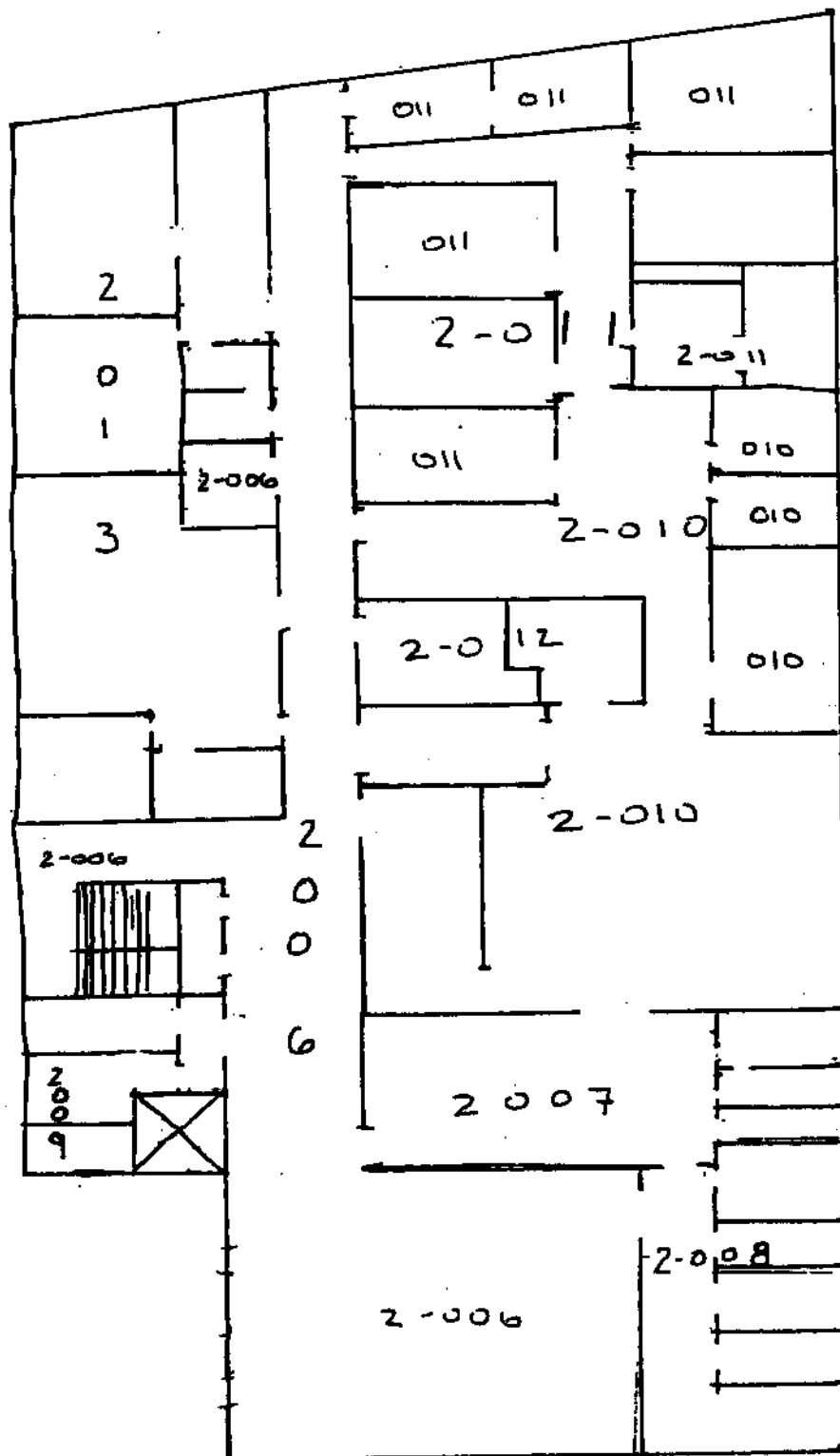
Homogenous 0004 and 0001 is non ACBM.

Homogenous 0002 and 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any

Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.



Corporate Headquarters: Ossining, New York

Building Name:	Building #36	Level No.:	Third Floor
Functional Space:	Office Area	Space I.D. #:	2-007

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0004 Gypsum Board	Non Friable	2400 Sq. Ft.	0
0003 2x4 Ceiling Tiles	Non Friable	1600 Sq. Ft.	0
0001 Grey 9" Floor Tile	Non Friable	1600 Sq. Ft.	0
0002 Mastic for Floor Tile	Non Friable	1600 Sq. Ft.	0
0005 Pipe Insulation	Friable	150 Ln. Ft.	150 Ln. Ft.

Recommended Response Actions:

Homogenous 0004, 0003 and 0001 is non ACBM.

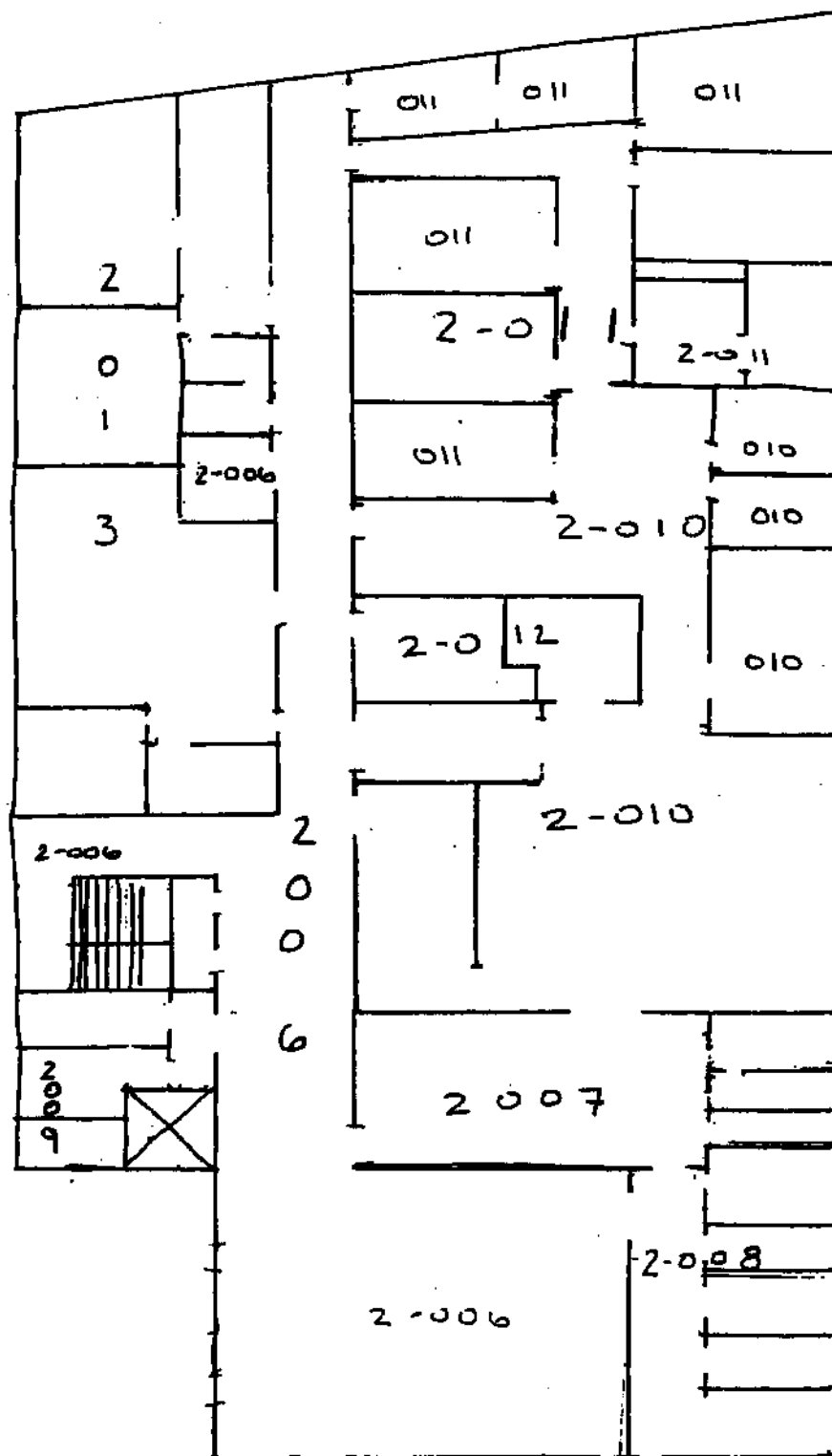
Homogenous 0002 and 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any

Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Corporate Headquarters, Ossining, New York

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Building Name:	Building #36	Level No.:	Third Floor
Functional Space:	Bay Area	Space I.D. #:	2-008

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0005 Pipe Insulation	Friable	15 Ln. Ft.	15 Ln. Ft.

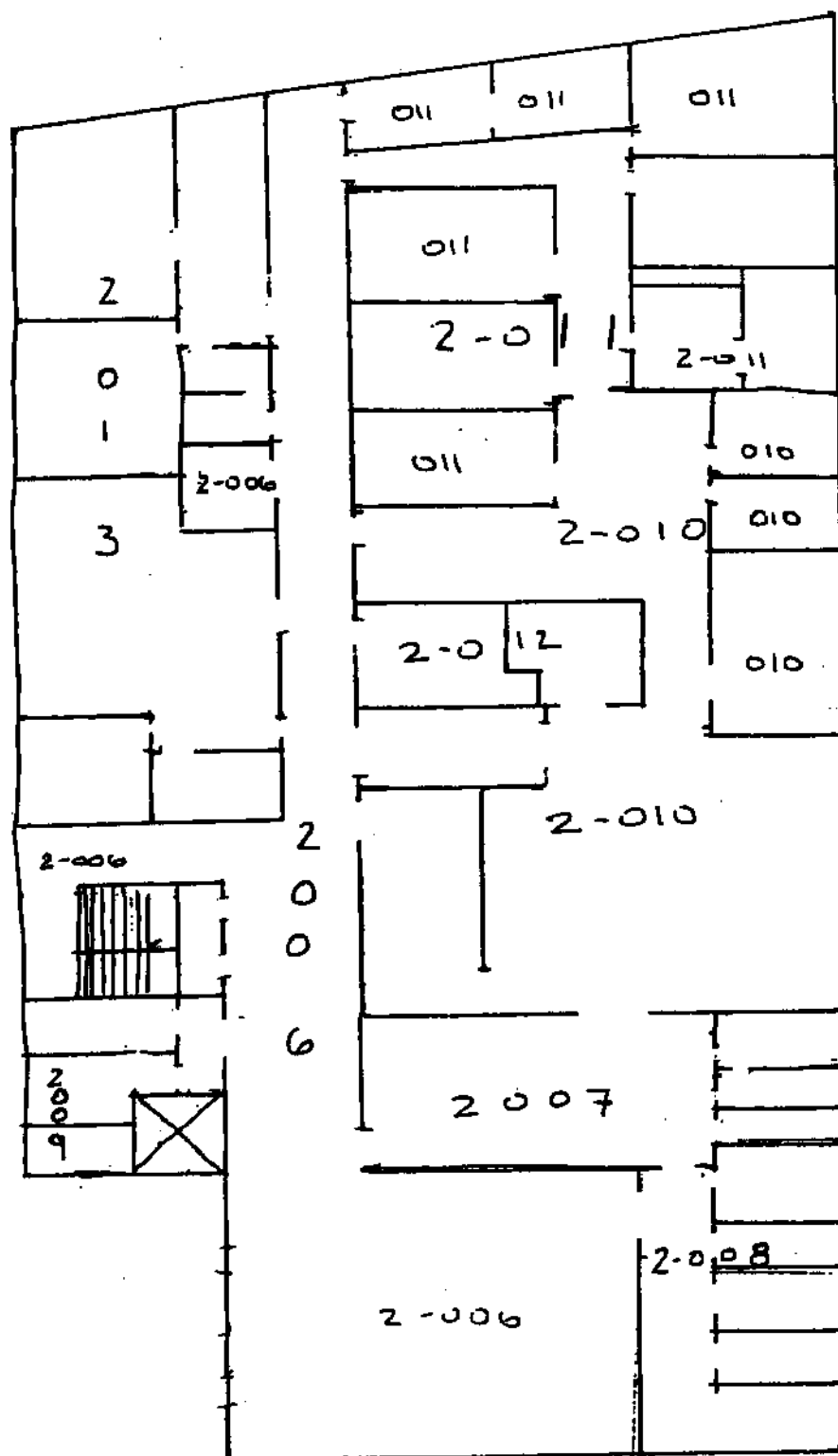
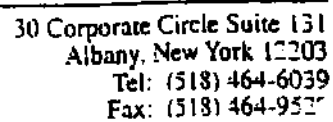
Recommended Response Actions:

Homogenous 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any
Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD
Regulations.

Corporate Headquarters: Ossining, New York



Corporate Headquarters: Ossining, New York

Building Name:	Building #36	Level No.:	Third Floor
Functional Space:	Bathrooms	Space I.D. #:	2-009

Homogenous Material List

Material	Non Friable	Amount	Damaged
0008 Plaster	Non Friable	900 Sq. Ft.	30 Ln. Ft.
0005 Pipe Insulation	Friable	20 Ln. Ft.	10 Ln. Ft.

Recommended Response Actions:

Homogenous 0008 is non ACBM.

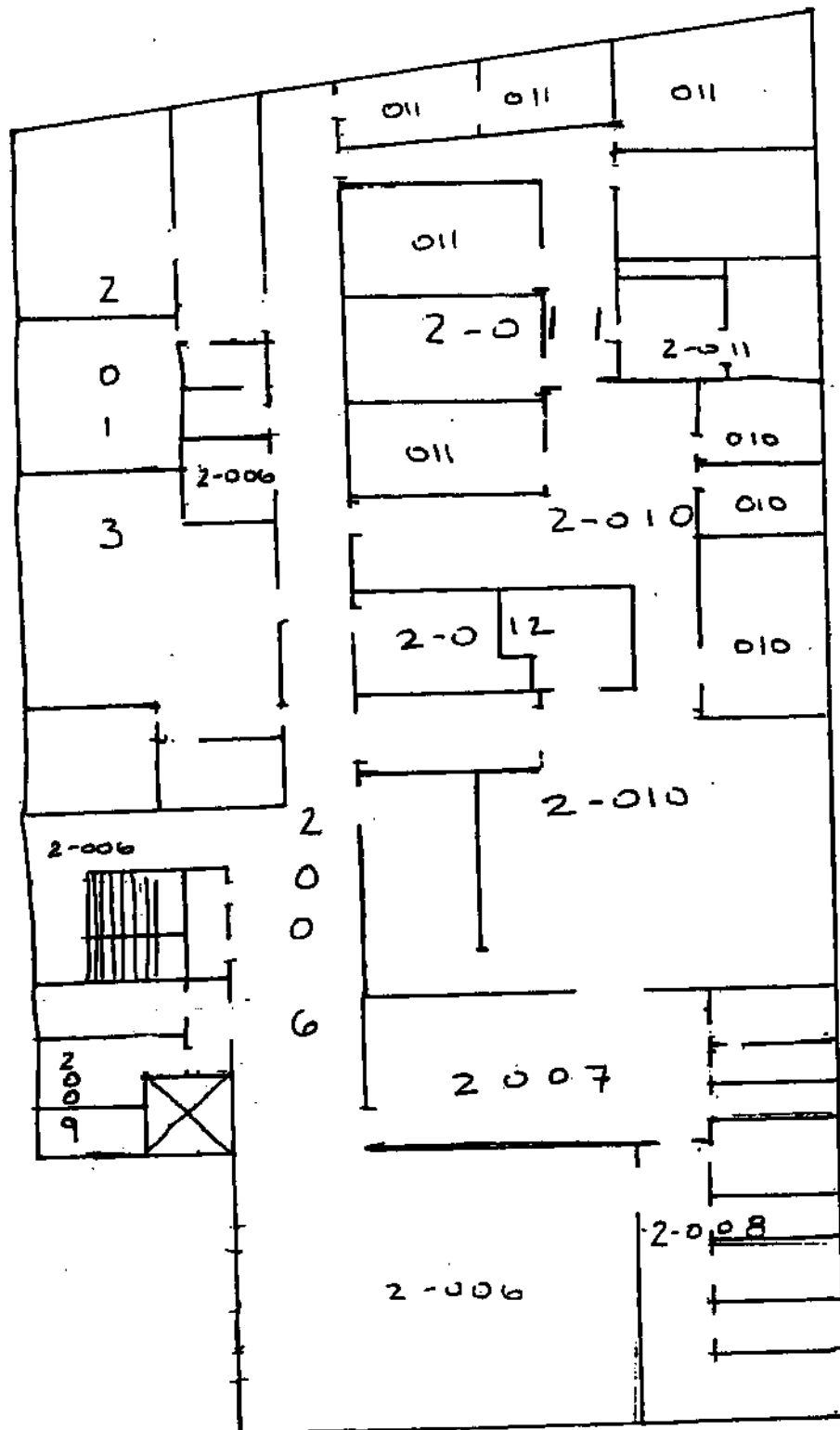
Homogenous 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any

Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Corporate Headquarters: Ossining, New York

Building Name:	Building #36	Level No.:	Third Floor
Functional Space:	Office/Hall	Space I.D. #:	2-010

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Grey 9" Floor Tile	Non Friable	1536 Sq. Ft.	0
0002 Mastic for Floor Tile	Non Friable	1536 Sq. Ft.	0
0005 Pipe Insulation	Friable	165 Ln. Ft.	165 Ln. Ft.
0004 Gypsum Board	Non Friable	1920 Sq. Ft.	0

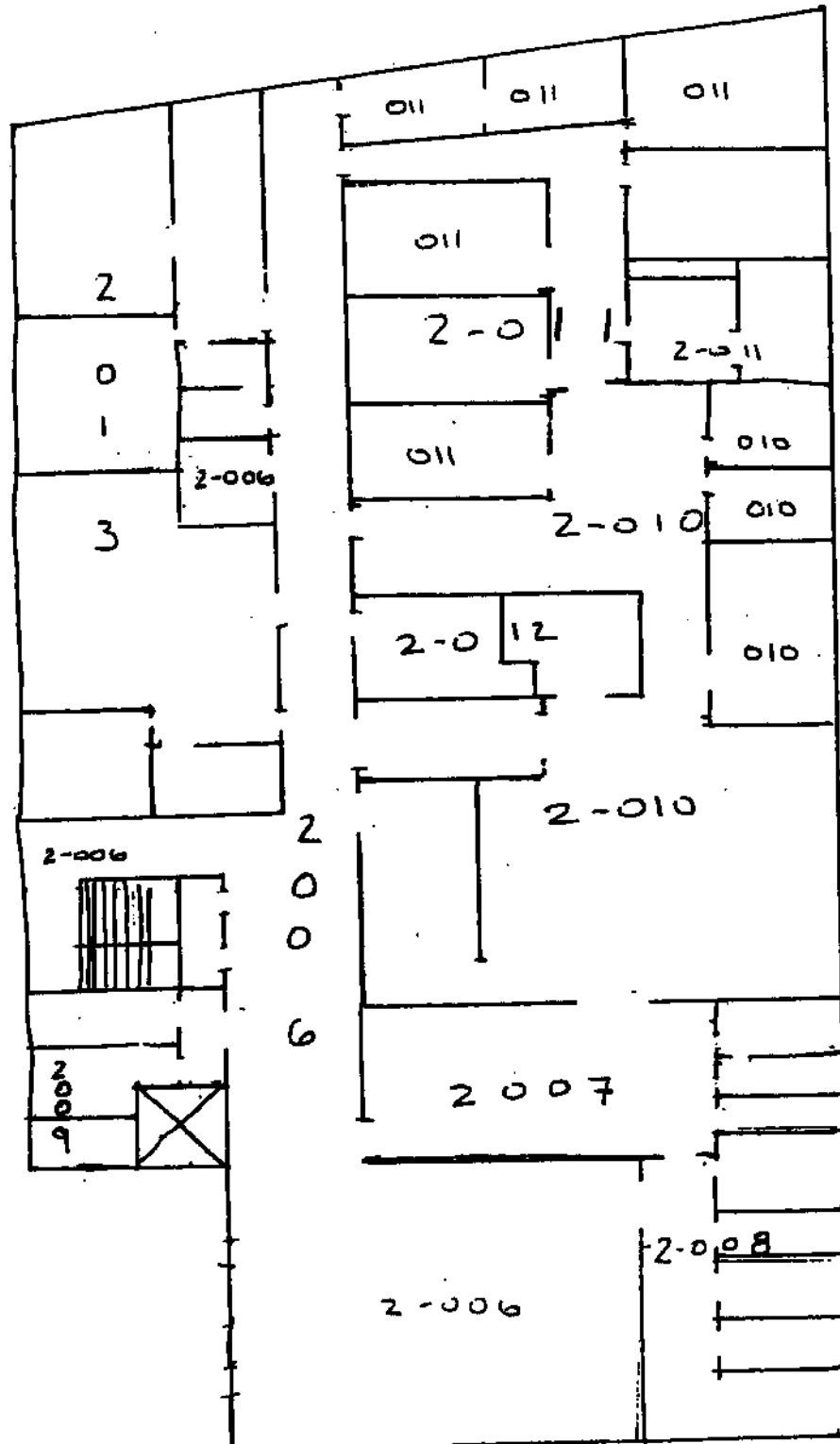
Recommended Response Actions:

Homogenous 0001 and 0004 is non ACBM.

Homogenous 0002 and 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.



2nd

Building Name:	Building #36	Level No.:	Third Floor
Functional Space:	Office/Mechanical Room	Space I.D. #:	2-011

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0004 Gypsum Board	Non Friable	6480 Sq. Ft.	0
0003 2x4 Ceiling Tile	Non Friable	4200 Sq. Ft.	0
0001 Grey 9" Floor Tile	Non Friable	4200 Sq. Ft.	0
0002 Mastic for Floor Tile	Non Friable	4200 Sq. Ft.	0
0009 Rope Insulation	Friable	5 Ln. Ft.	5 Ln. Ft.
0005 Pipe Insulation	Friable	190 Ln. Ft.	190 Ln. Ft.

Recommended Response Actions:

Homogenous 0004, 0003 and 0001 is non ACBM.

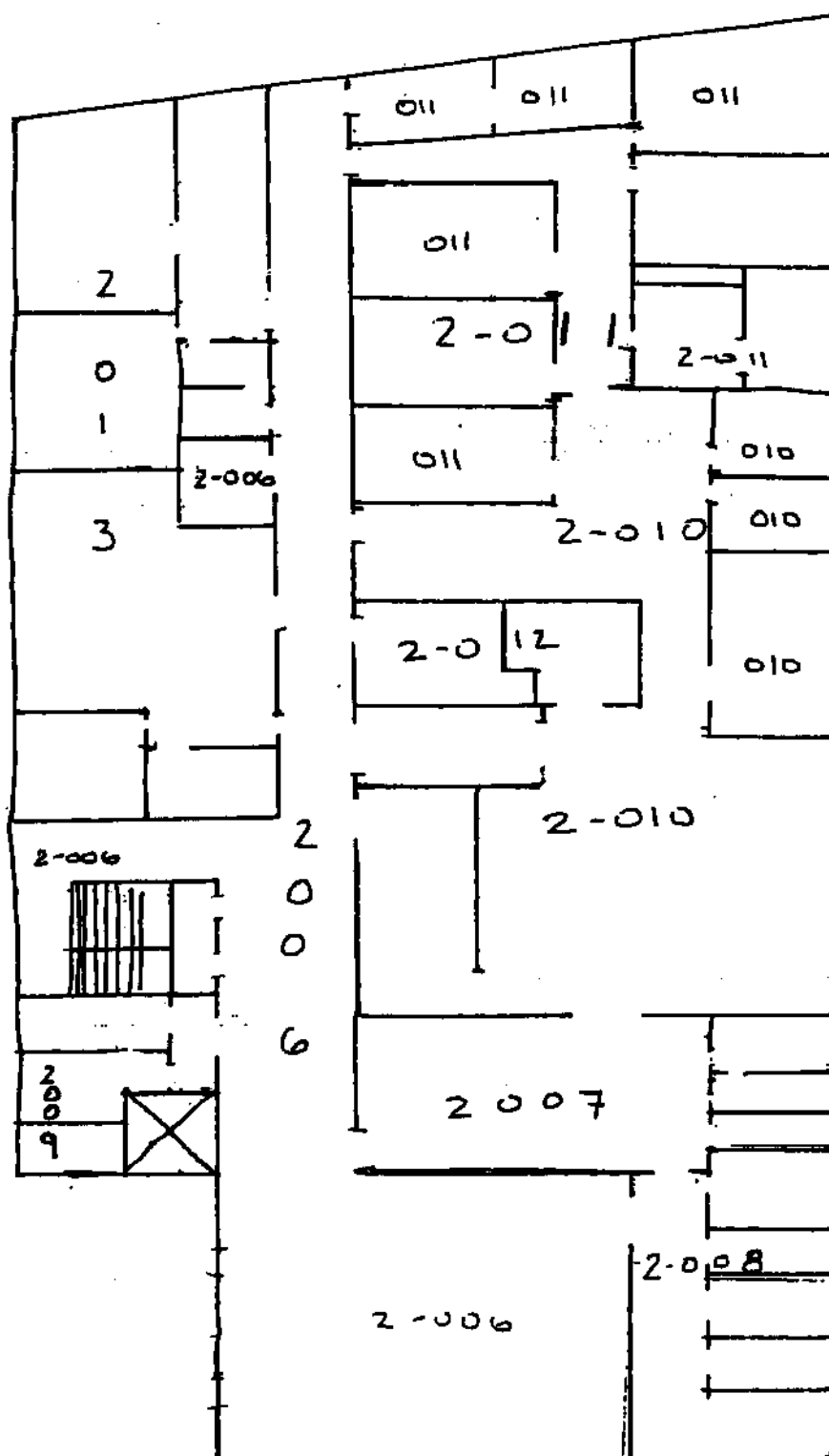
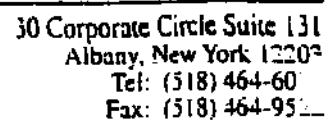
Homogenous 0002, 0009 and 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any

Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Corporate Headquarters: Ossining, New York

Building Name:	Building #36	Level No.:	Third Floor
Functional Space:	Mechanical Room	Space I.D. #:	2-012

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Grey 9" Floor Tile	Non Friable	120 Sq. Ft.	0
0002 Mastic for Floor Tile	Non Friable	120 Sq. Ft.	0
0005 Pipe Insulation	Friable	50 Ln. Ft.	50 Ln. Ft.

Recommended Response Actions:

Homogenous 0001 is non ACBM.

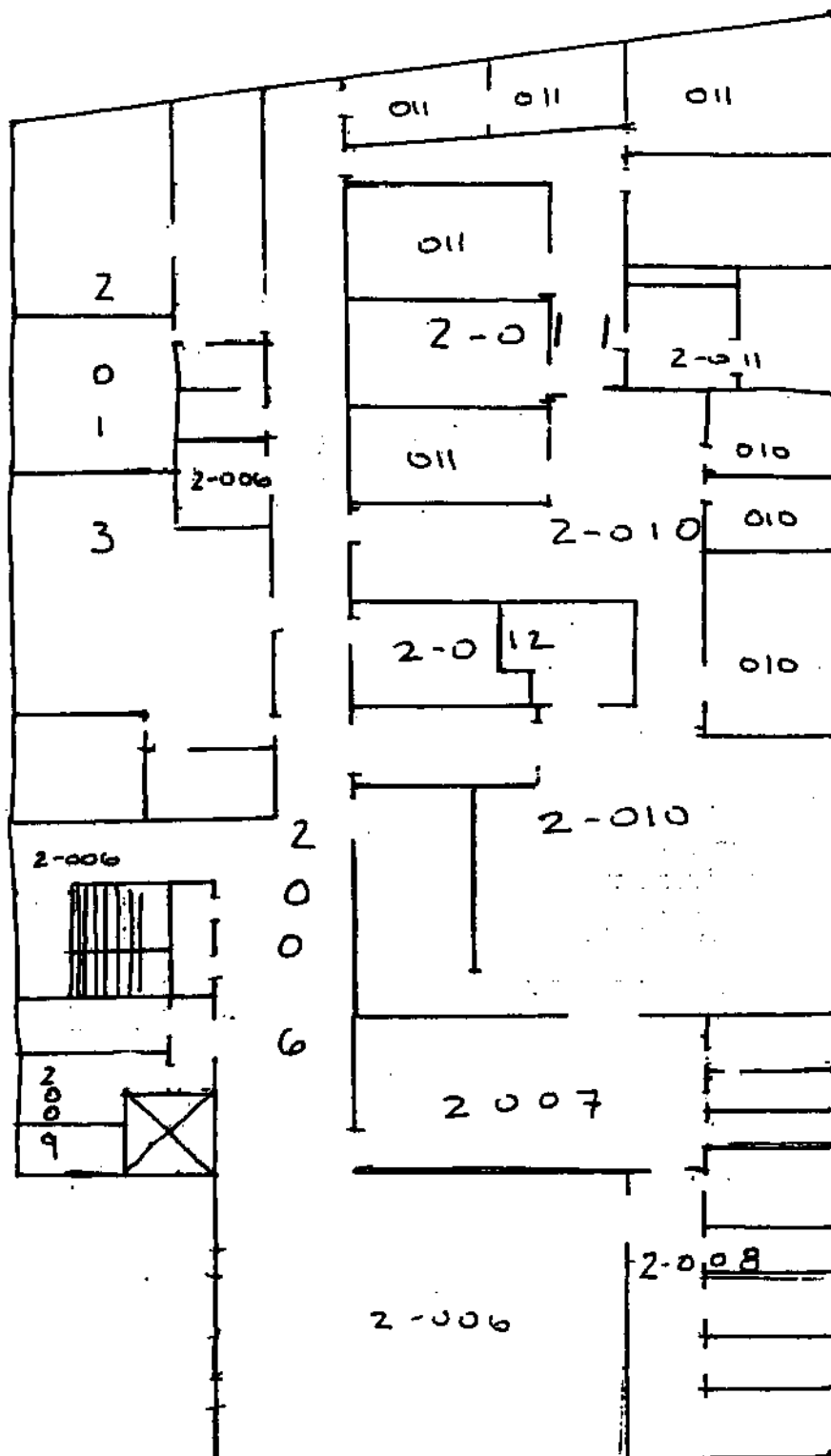
Homogenous 0002 and 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any

Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



3rd

Building Name:	Building #36	Level No.:	Third Floor
Functional Space:	Office	Space I.D. #:	2-013

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0004 Gypsum Board	Non Friable	1104 Sq. Ft.	0
0001 Grey 9" Floor Tile	Non Friable	520 Sq. Ft.	0
0002 Mastic for Floor Tile	Non Friable	520 Sq. Ft.	0
0005 Pipe Insulation	Friable	160 Ln. Ft.	160 Ln. Ft.

Recommended Response Actions:

Homogenous 0004 and 0001 is Non ACBM.

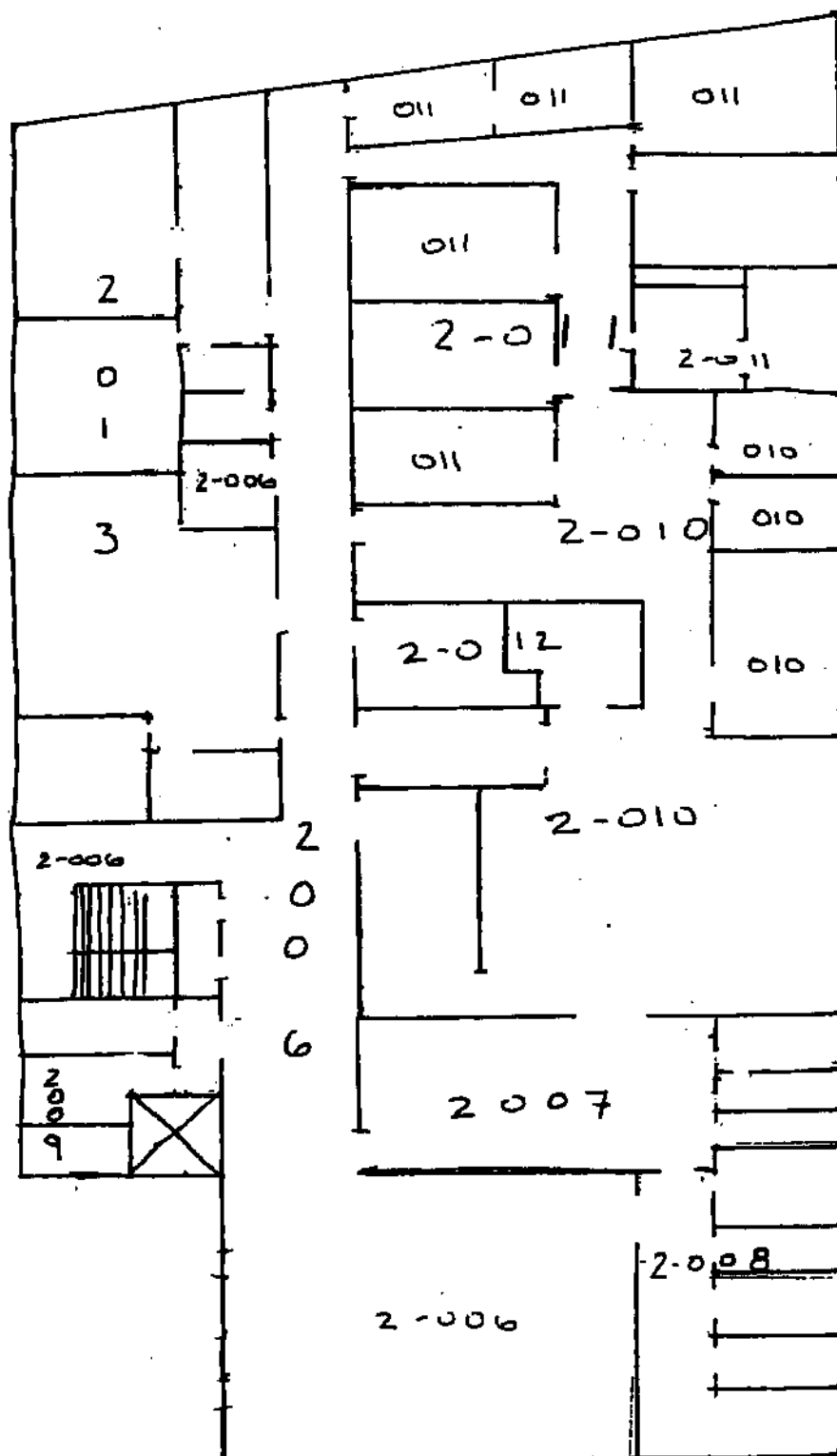
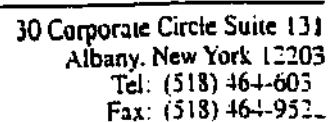
Homogenous 0002 and 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any

Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Corporate Headquarters: Ossining, New York

Building Name:	Building #36	Level No.:	Fourth Floor
Functional Space:	Hall/Bay Area	Space I.D. #:	3-014

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0005 Pipe Insulation	Friable	40 Ln. Ft.	40 Ln. Ft.
0004 Gypsum Board	Non Friable	3000 Sq. Ft.	3000 Sq. Ft.

Recommended Response Actions:

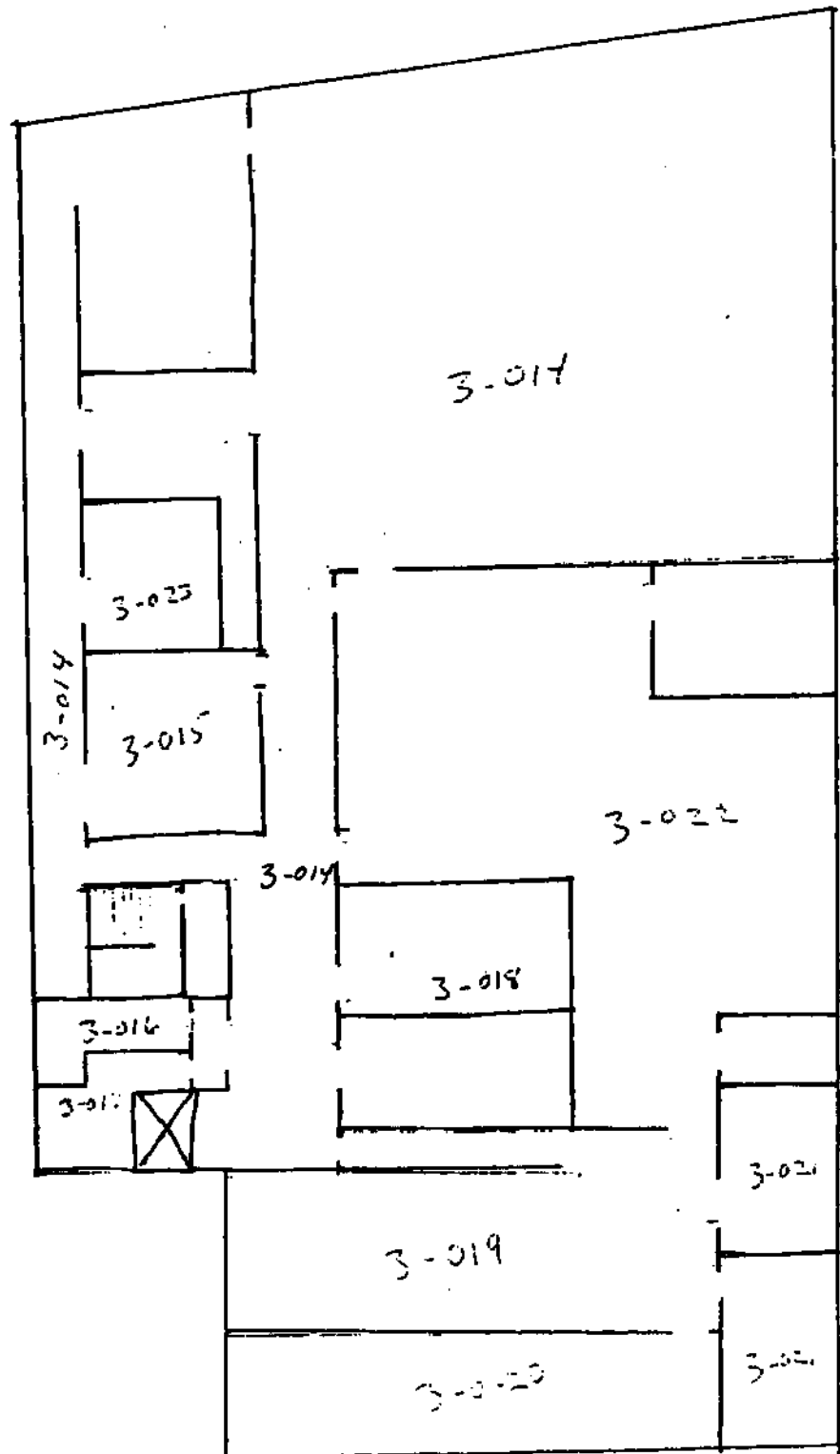
Homogenous 0004 is non ACBM.

Homogenous 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Building Name:	Building #36	Level No.:	Fourth Floor
Functional Space:	Office	Space I.D. #:	3-015

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0004 Gypsum Board	Non Friable	900 Sq. Ft.	0
0003 2x4 Ceiling Tile	Non Friable	600 Sq. Ft.	0
0011 Grey 12" Floor Tile	Non Friable	600 Sq. Ft.	0
0002 Mastic for Floor Tile	Non Friable	600 Sq. Ft.	0
0005 Pipe Insulation	Friable	10 Ln. Ft.	10 Ln. Ft.

Recommended Response Actions:

Homogenous 0004, 0003 is non ACBM.

Homogenous 0011, 0002 and 0005 is confirmed ACBM.

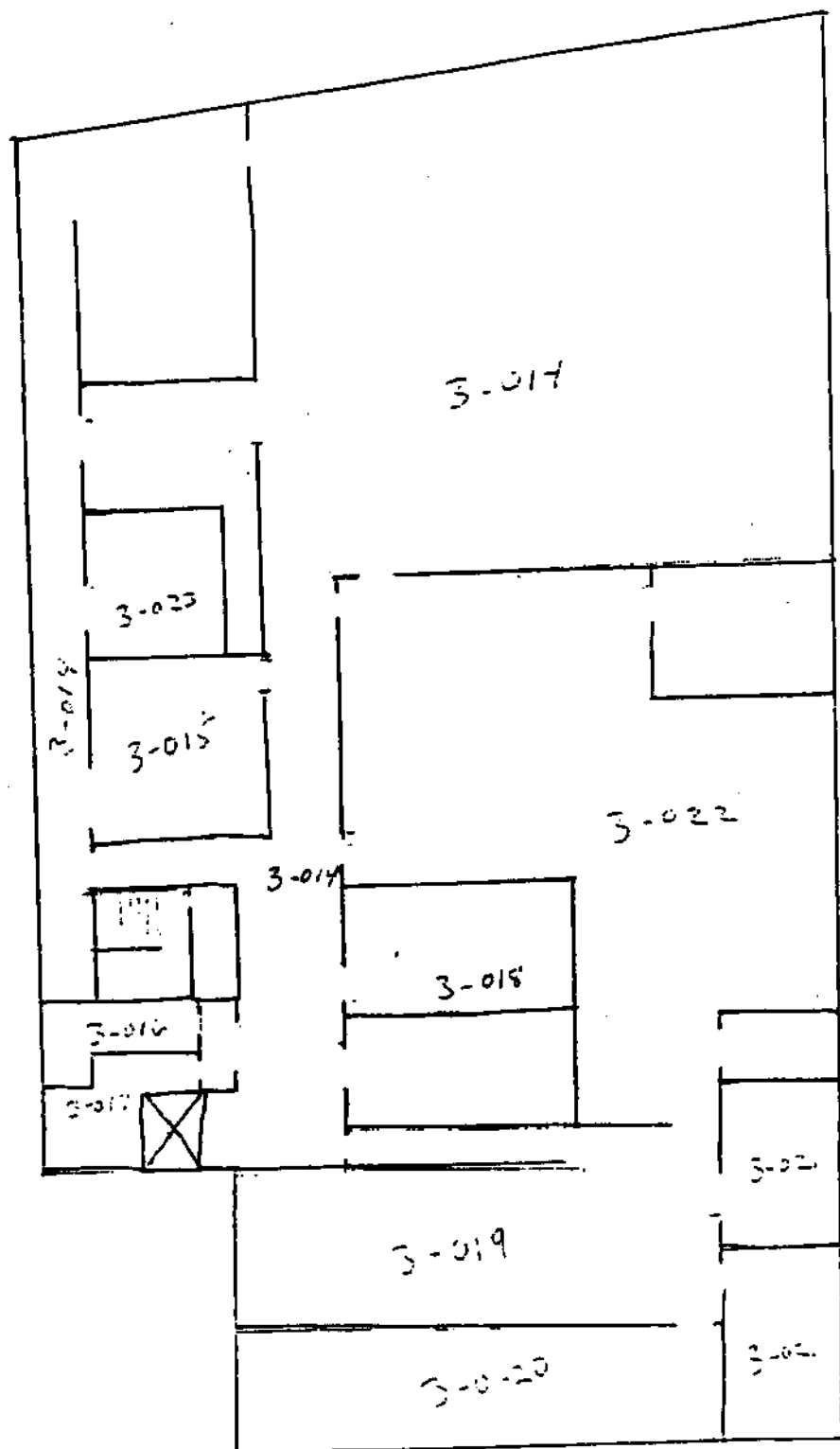
Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

APPENDIX E

**Testwell Laboratories, Inc.
Asbestos and Lead-Based Paint Survey Report**



Building Name:	Building #36	Level No.:	Fourth Floor
Functional Space:	Bathroom	Space I.D. #:	3-016

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0005 Pipe Insulation	Non Friable	30 Ln. Ft.	30 Ln. Ft.

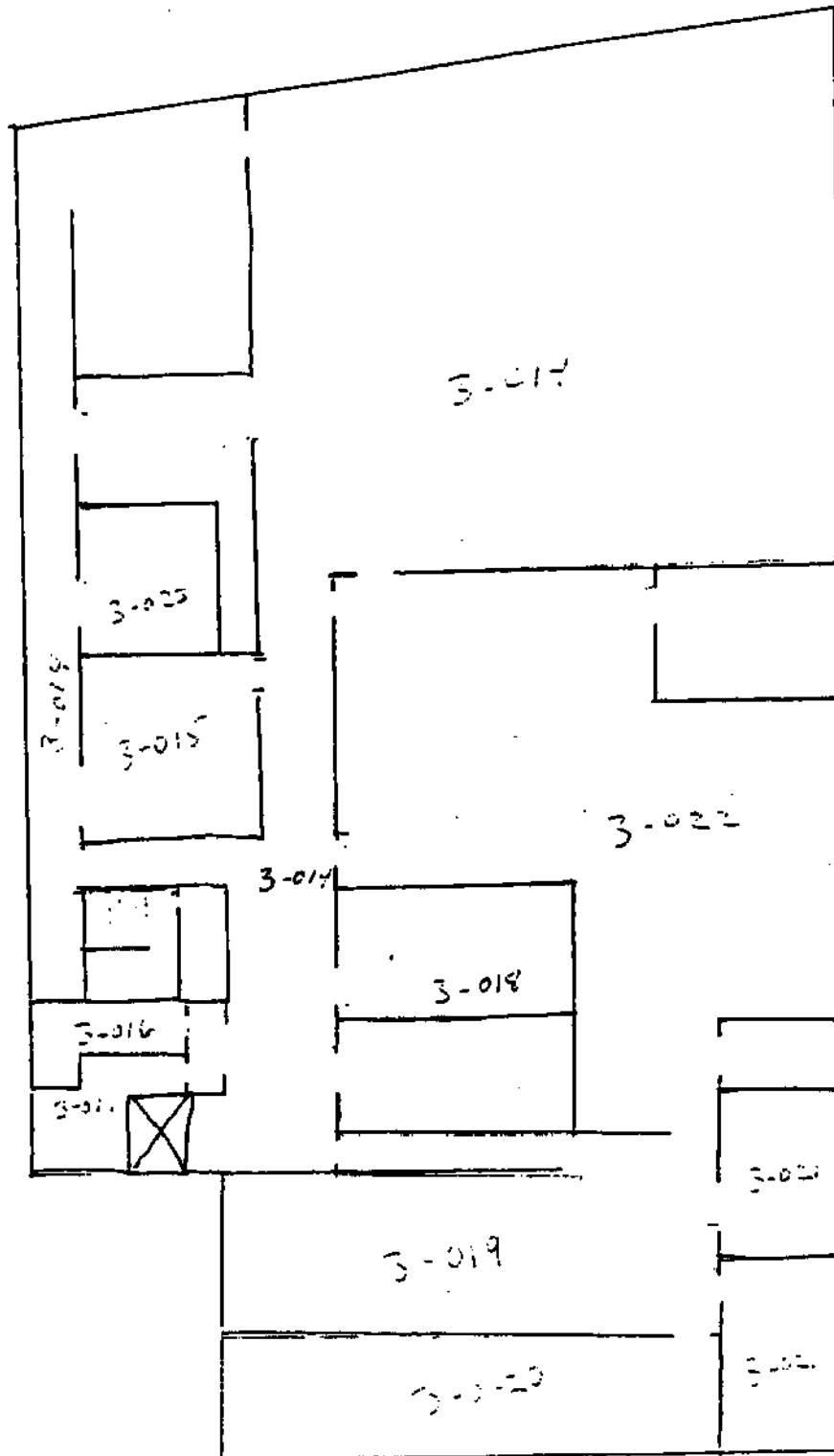
Recommended Response Actions:

Homogenous 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Corporate Headquarters, Ossining, New York

Building Name:	Building #36	Level No.:	Fourth Floor
Functional Space:	Bathroom	Space I.D. #:	3-017

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0005 Pipe Insulation	Friable	10 Ln. Ft.	10 Ln. Ft.

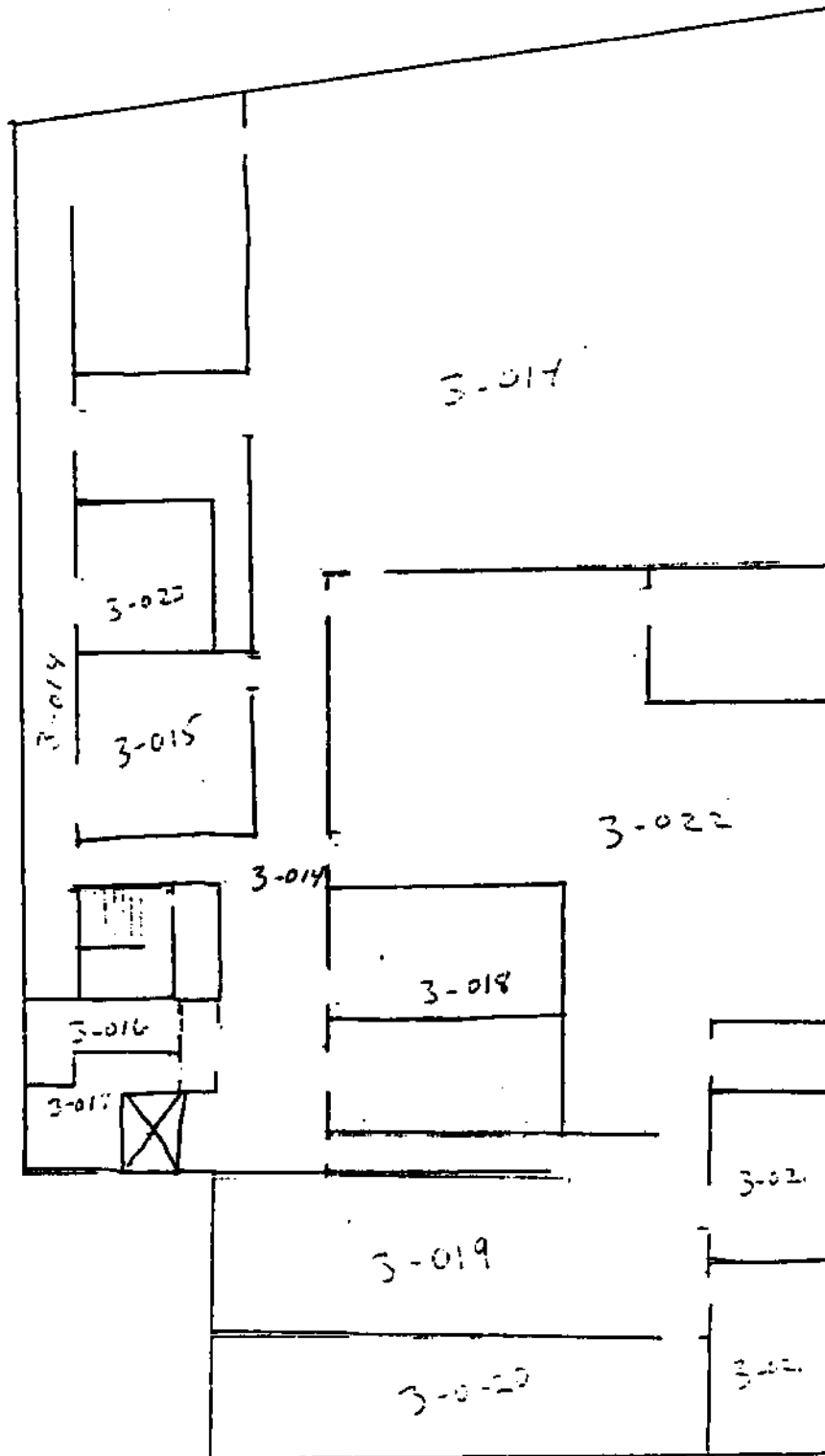
Recommended Response Actions:

Homogenous 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any
Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD
Regulations.

Corporate Headquarters: Ossining, New York



Building Name:	Building #36	Level No.:	Fourth Floor
Functional Space:	Mechanical Room	Space I.D. #:	3-018

Homogenous Material List

Material	Non Friable	Amount	Damaged
0004 Gypsum Board	Non Friable	600 Sq. Ft.	0
0003 2x4 Ceiling Tile	Non Friable	75 Sq. Ft.	0
0010 Tan 9" Floor Tile	Non Friable	75 Sq. Ft.	0
0002 Mastic	Non Friable	75 Sq. Ft.	0
0005 Pipe Insulation	Friable	40 Ln. Ft.	40 Ln. Ft.

Recommended Response Actions:

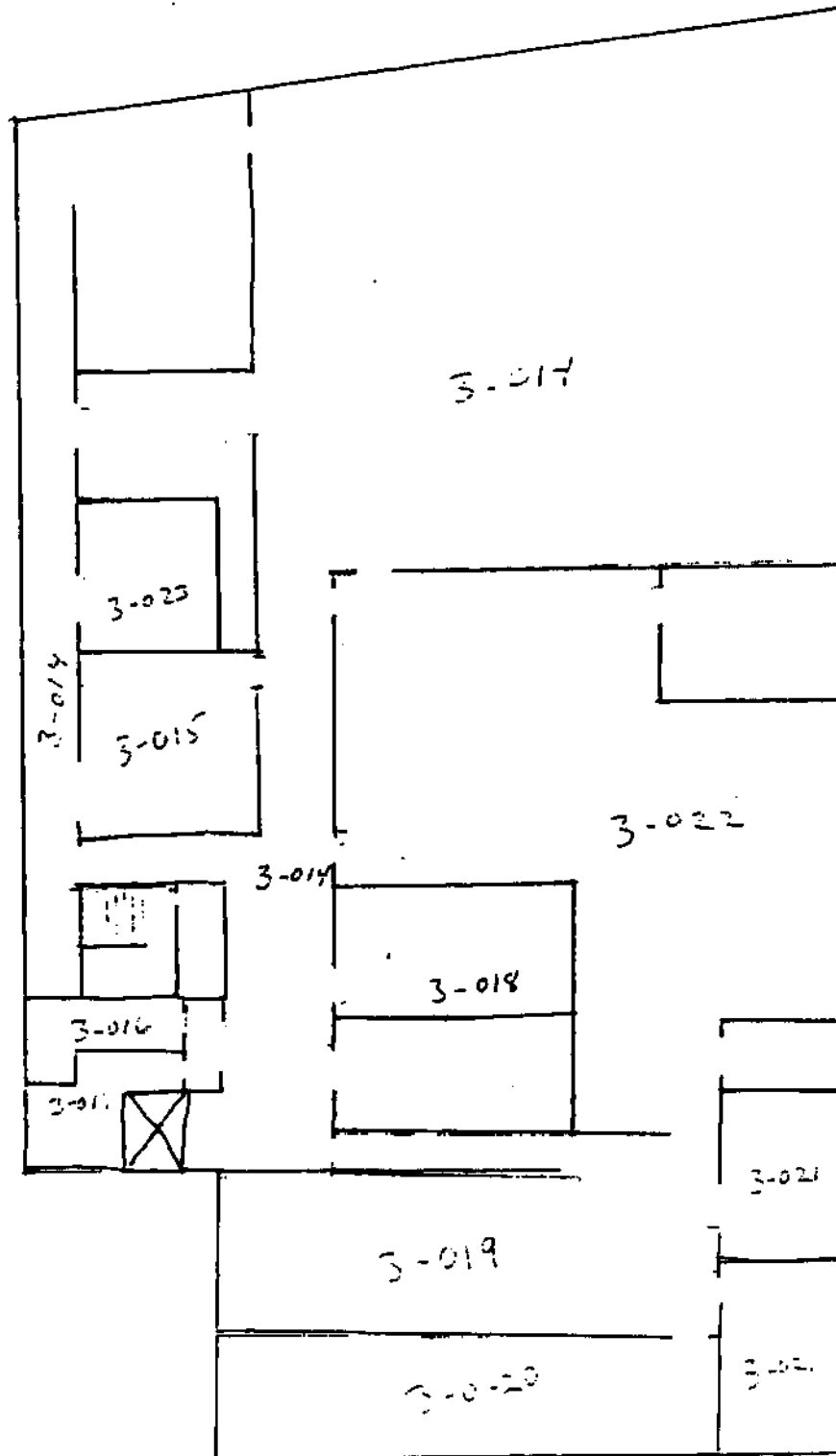
Homogenous 0004, 0003 and 0010 is non ACBM.

Homogenous 0002 and 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Building Name:	Building #36	Level No:	Fourth Floor
Functional Space:	Office	Space I.D. #	3-019

Homogenous Material List

Material	Non Friable	Amount	% Damaged
0004 Gypsum Board	Non Friable	2640 Sq. Ft.	0
0003 2x4 Ceiling Tile	Non Friable	1800 Sq. Ft.	10 Sq. Ft.
0010 Tan 9" Floor Tile	Non Friable	1800 Sq. Ft.	0
0002 Mastic	Non Friable	1800 Sq. Ft.	0

Recommended Response Actions:

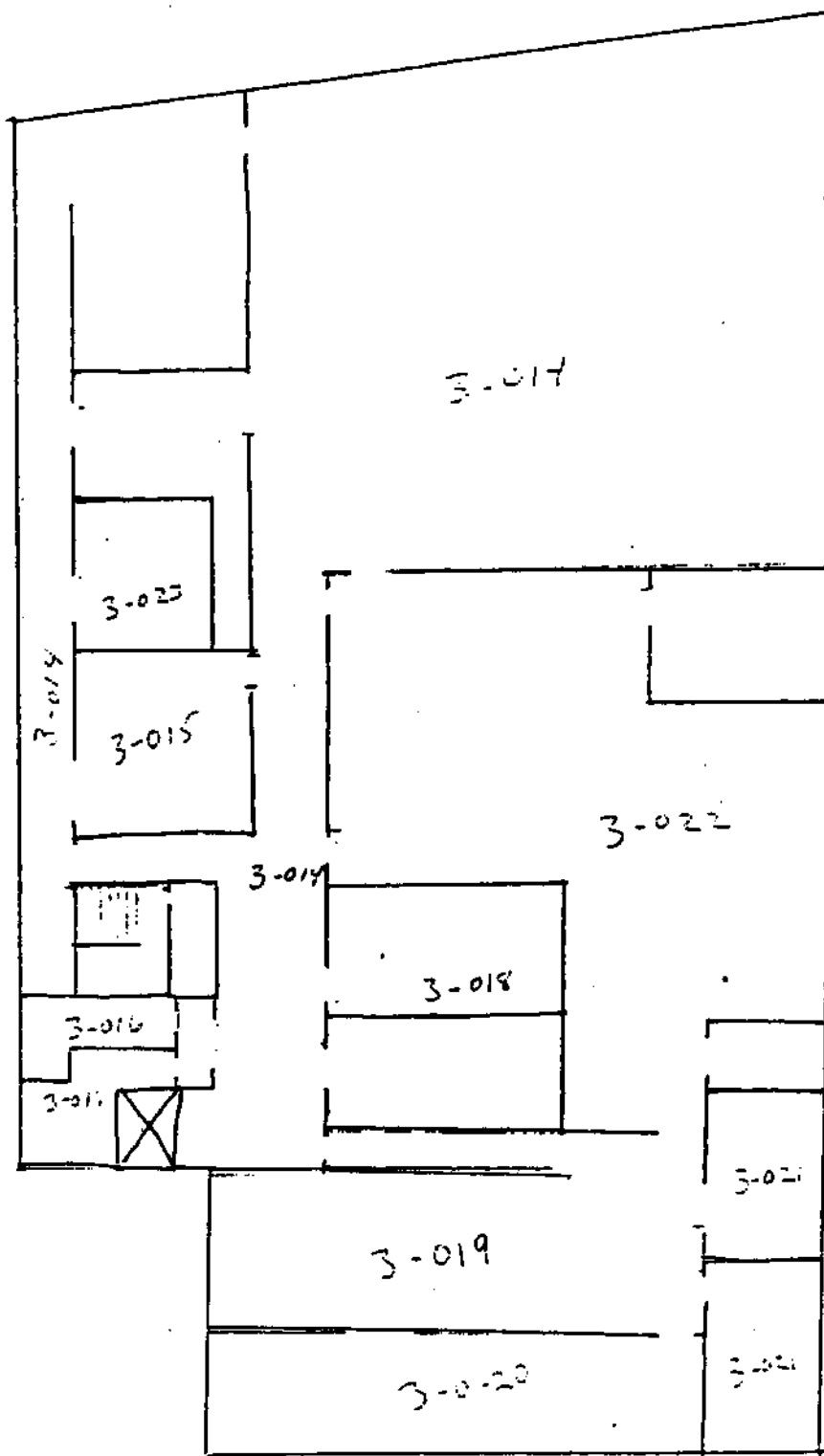
Homogenous 0004, 0003 and 0010 is non ACBM.

Homogenous 0002 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Building Name:	Building #36	Level No:	Fourth Floor
Functional Space:	Office	Space I.D. #:	3-020

Homogenous Material List

Material	Non Friable	Amount	Damaged
0004 Gypsum Board	Non Friable	750 Sq. Ft.	0
0003 2x4 Ceiling Tile	Non Friable	150 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0004 and 0003 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #36	Level No.:	Fourth Floor
Functional Space:	Office	Space I.D. #:	3-021

Homogenous Material List

Material	Non Friable	Amount	Damaged
0004 Gypsum Board	Non Friable	1800 Sq.Ft.	0
0011 Grey 12" Floor Tile	Non Friable	800 Sq.Ft.	0
0002 Mastic	Non Friable	800 Sq.Ft.	0

Recommended Response Actions:

Homogenous 0004 is non ACBM.

Homogenous 0011 and 0002 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #36	Level No.:	Fourth Floor
Functional Space:	Office	Space I.D. #:	3-022

Homogenous Material List

Material:	Non Friable	Amount	Damage
0004 Gypsum Board	Non Friable	3300 Sq. Ft.	0
0003 2x4 Ceiling Tile	Non Friable	2400 Sq. Ft.	0
0011 Grey 12" Floor Tile	Non Friable	2400 Sq. Ft.	0
0002 Mastic	Non Friable	2400 Sq. Ft.	0

Recommended Response Actions:

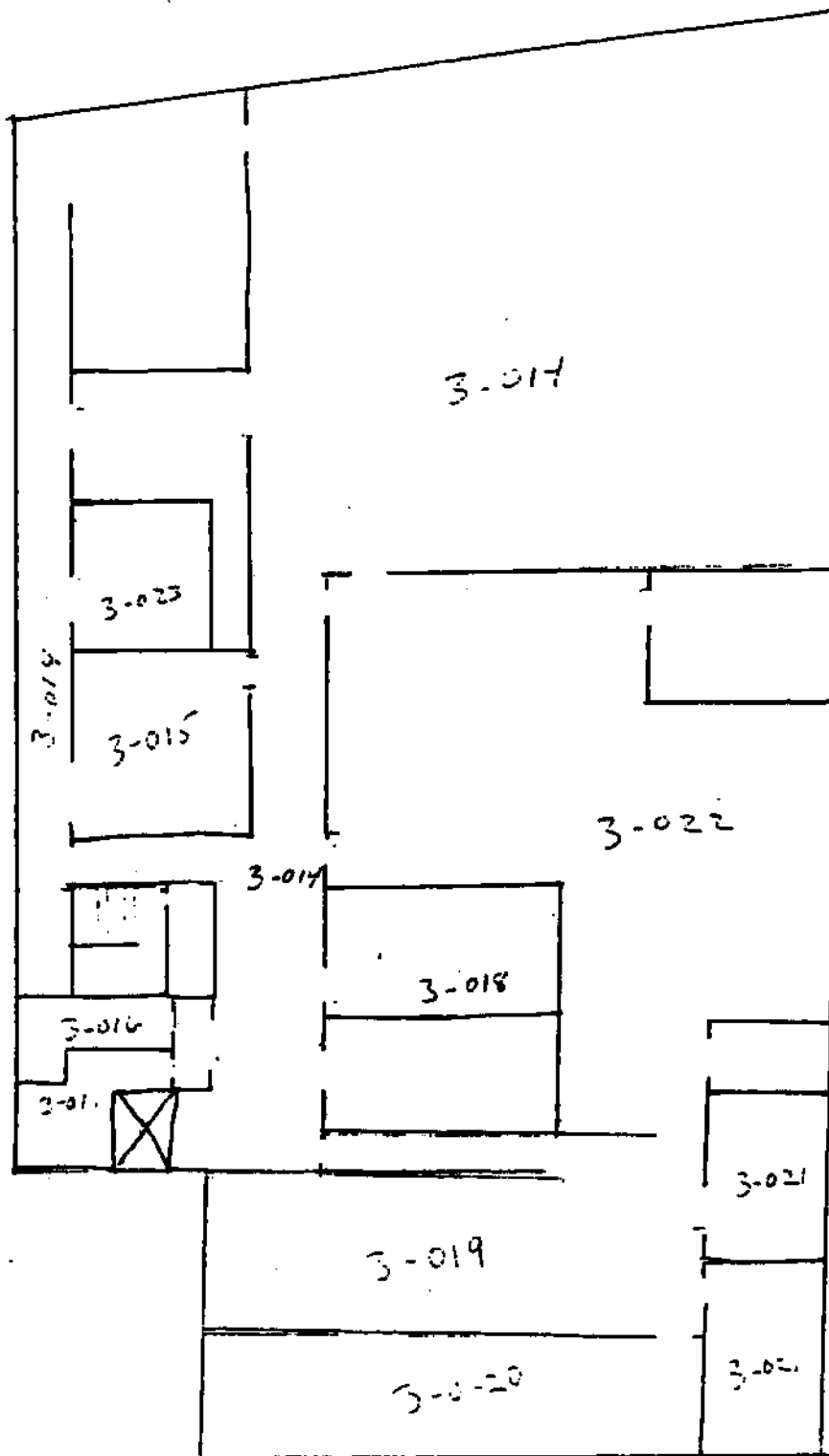
Homogenous 0004 and 0003 is non ACBM.

Homogenous 0011 and 0002 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Building Name:	Building #36	Level No.:	Fourth Floor
Functional Space:	Office	Space ID #:	3-022

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0004 Gypsum Board	Non Friable	3300 Sq. Ft.	0
0003 2x4 Ceiling Tile	Non Friable	2400 Sq. Ft.	0
0011 Grey 12" Floor Tile	Non Friable	2400 Sq. Ft.	0
0002 Mastic	Non Friable	2400 Sq. Ft.	0

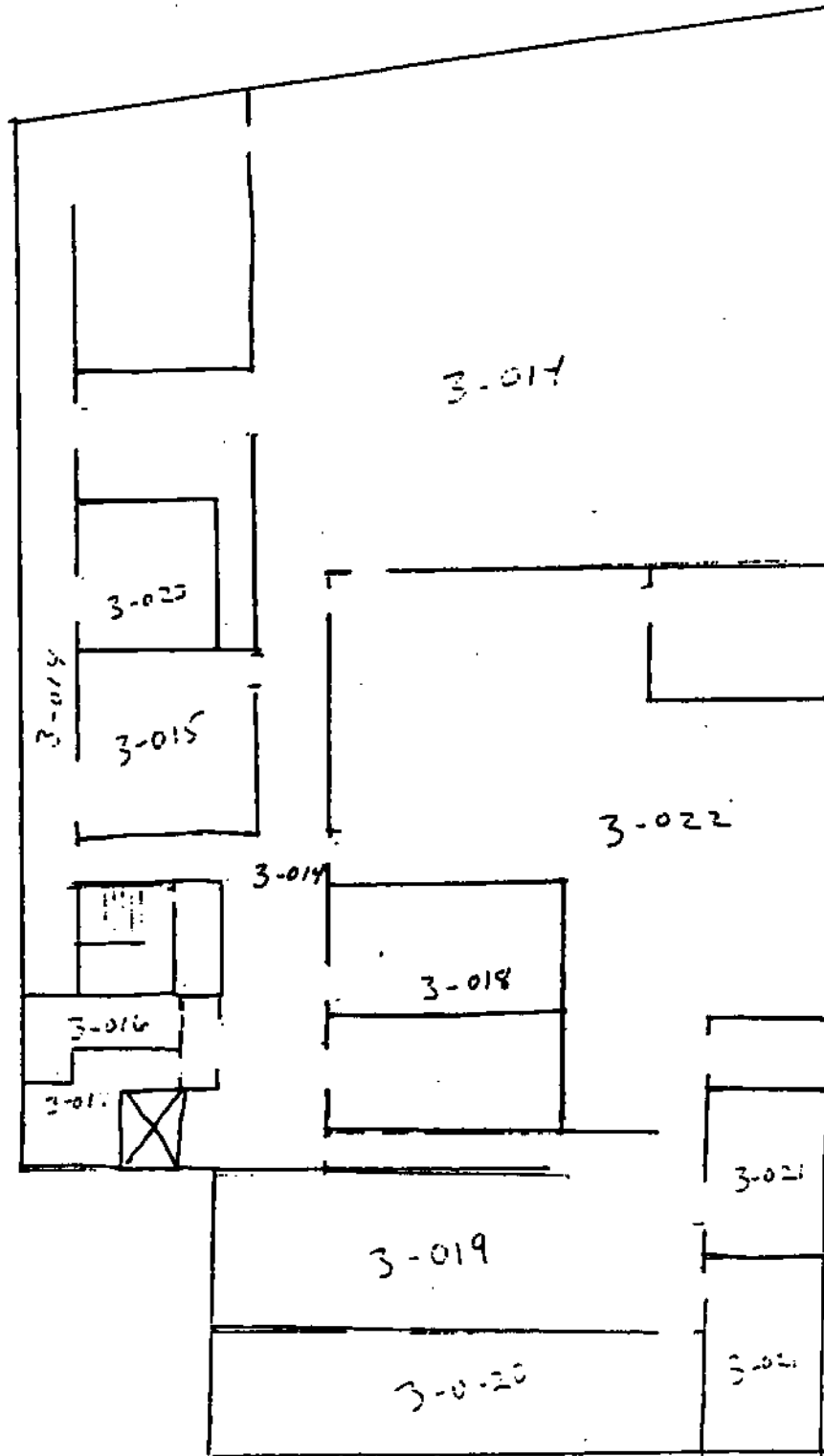
Recommended Response Actions:

Homogenous 0004 and 0003 is non ACBM.

Homogenous 0011 and 0002 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.



Building Name:	Building #36	Level No.:	Fourth Floor
Functional Space:	Mechanical Room	Space ID. #:	3-023

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0005 Pipe Insulation	Friable	30 Ln. Ft.	2 Ln. Ft.
0004 Gypsum Board	Non Friable	1200 Sq. Ft.	20 Sq. Ft.

Recommended Response Actions:

Homogenous 0004 is non ACBM.

Homogenous 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Building Name:	Building #36	Level No.:	Fifth Floor
Functional Space:	Hall & Closet	Space I.D. #:	4-024

Homogenous Material List

Material	Non Friable	Amount	Damaged
0003 2x4 Ceiling Tile	Friable	800 Sq. Ft.	400 Sq. Ft.
0001 Grey 9" Floor Tile	Non Friable	200 Sq. Ft.	25 Sq. Ft.
0002 Mastic for Floor Tile	Non Friable	200 Sq. Ft.	25 Sq. Ft.

Recommended Response Actions:

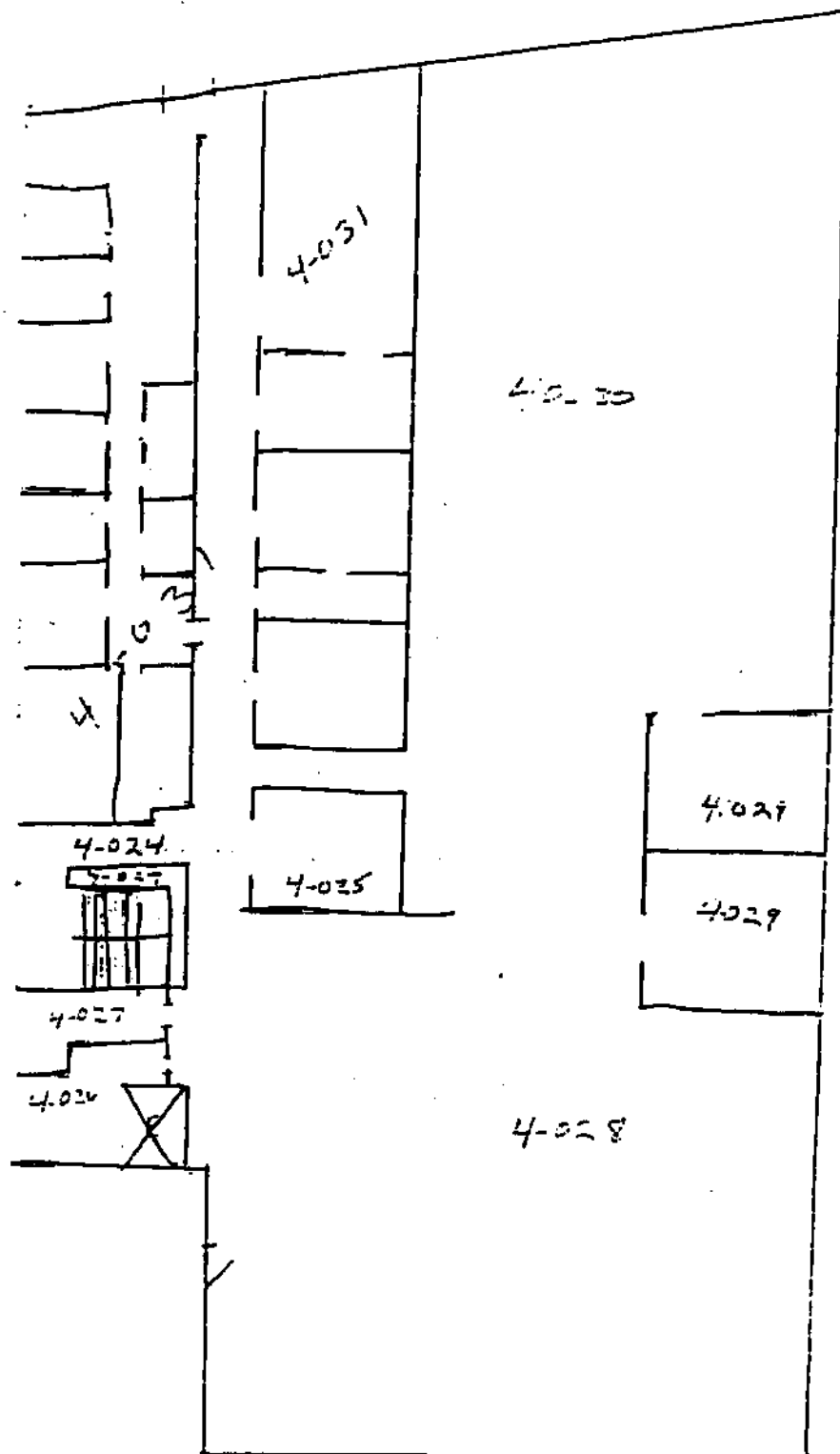
Homogenous 0003 and 0001 is non ACBM.

Homogenous 0002 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Building Name:	Building #36	Level No.	Fifth Floor
Functional Space:	Mechanical Room	Space I.D. #	4-025

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0005 Pipe Insulation	Friable	20 Ln. Ft.	2 Ln. Ft.

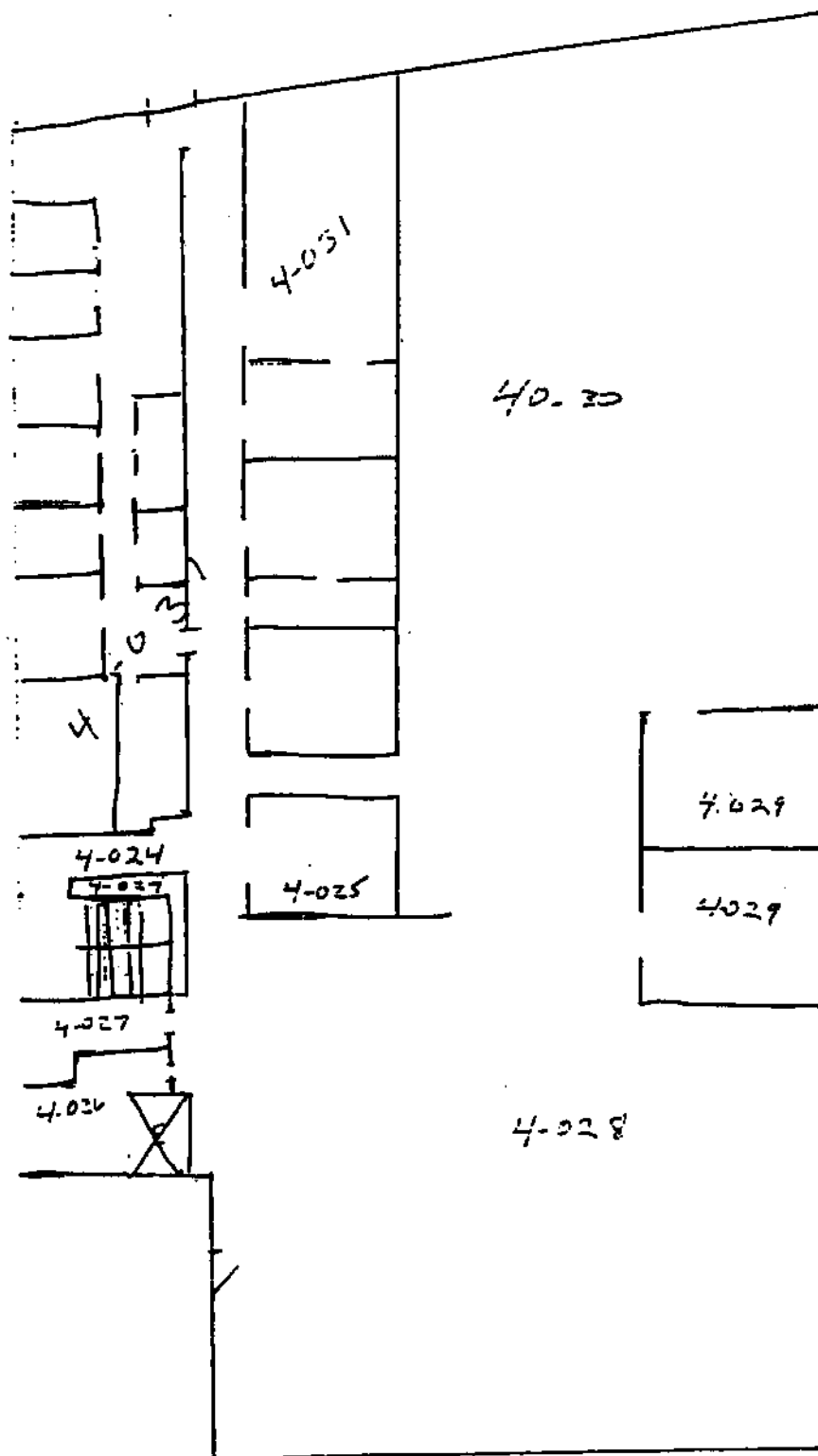
Recommended Response Actions:

Homogenous 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any
Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD
Regulations.

Corporate Headquarters: Ossining, New York



Building Name:	Building #36	Level No.:	Fifth Floor
Functional Space:	Men's Room	Space I.D. #:	4-026

Homogenous Material List

Material	Non Friable	Amount	Damaged
0003 2x4 Ceiling Tile	Friable	330 Sq. Ft.	25 Sq. Ft.
0008 Plaster	Non Friable	1200 Sq. Ft.	10 Sq. Ft.

Recommended Response Actions:

Homogenous 0003 and 0008 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any
Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD
Regulations.

Building Name:	Building #36	Level No.:	Fifth Floor
Functional Space:	Ladies Room	Space I.D. #:	4-027

Homogenous Material List

Material	Non Friable	Amount	Damaged
0003 2x4 Ceiling Tile	Friable	330 Sq. Ft.	25 Sq. Ft.
0008 Plaster	Non Friable	1200 Sq. Ft.	15 Sq. Ft.

Recommended Response Actions:

Homogenous 0003 and 0008 is non ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any
 Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD
 Regulations.

Corporate Headquarters: Ossining, New York

Building Name:	Building #36	Level No.:	Fifth Floor
Functional Space:	Open Area East End	Space ID. #:	4-028

Homogenous Material List

Material	Non Friable	Amount	Damaged
0011 Grey 12" Floor Tile	Non Friable	1000 Sq. Ft.	1000 Sq.Ft.
0001 Grey 9" Floor Tile	Non Friable	1800 Sq. Ft.	1800 Sq.Ft.
0003 2x4 Ceiling Tile	Friable	200 Sq. Ft.	45 Sq. Ft.
0005 Pipe Insulation	Friable	195 Ln. Ft.	25 Ln. Ft.
0006 Transite Board	Non Friable	25 Sq. Ft.	0
0002 Mastic for Floor Tile	Non Friable	2800 Sq. Ft.	0

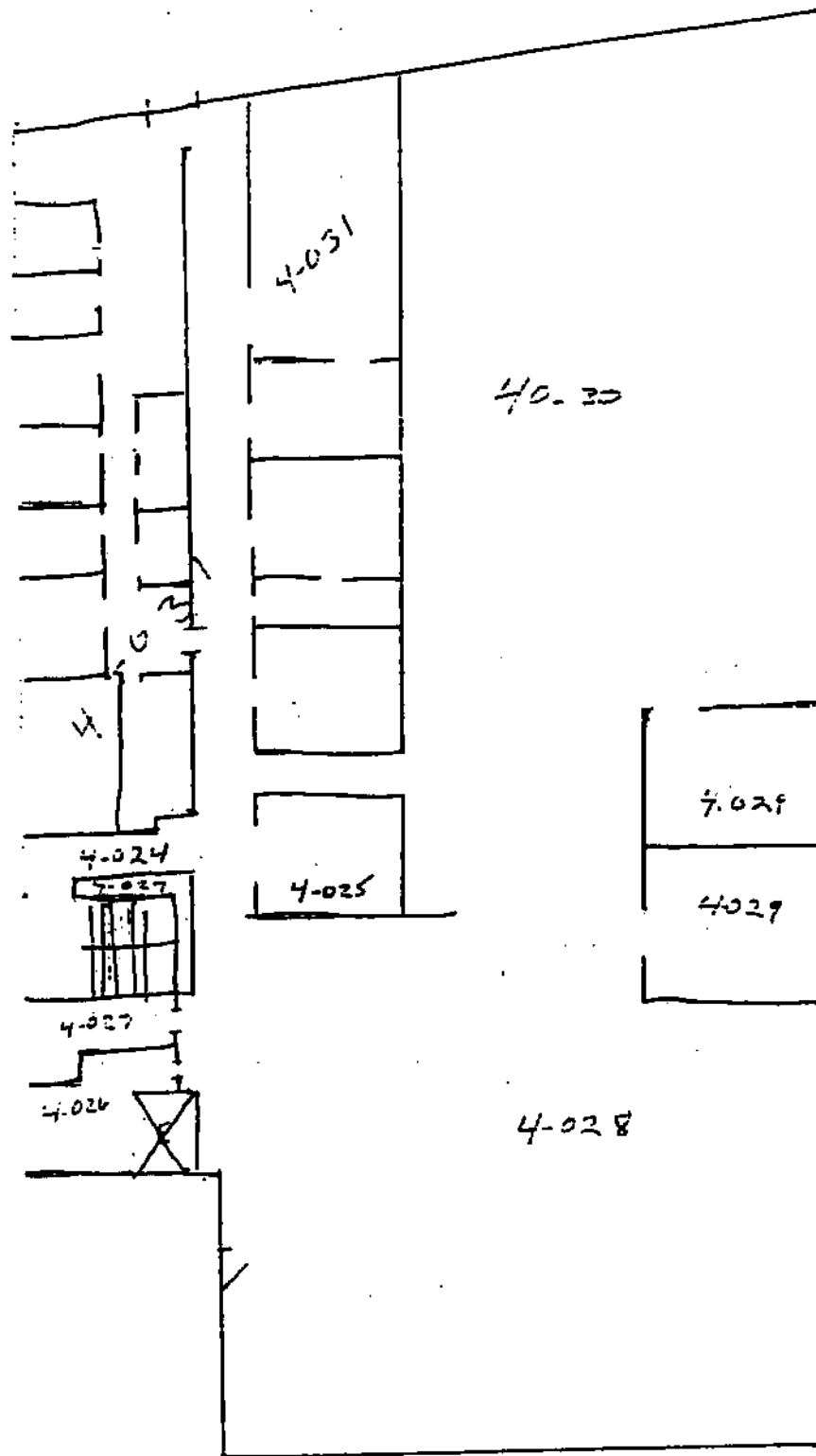
Recommended Response Actions:

Homogenous 0001 and 0003 is non ACBM.

Homogenous 0011, 0005, 0006 and 0002 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.



Building Name:	Building #36	Level No.:	Fifth Floor
Functional Space:	Controllers Office's	Space I.D. #:	4-029

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0001 Grey 9" Floor Tile	Non Friable	865 Sq. Ft.	700 Sq. Ft.
0002 Mastic	Non Friable	865 Sq. Ft.	700 Sq. Ft.

Recommended Response Actions:

Homogenous 0001 is non ACBM.

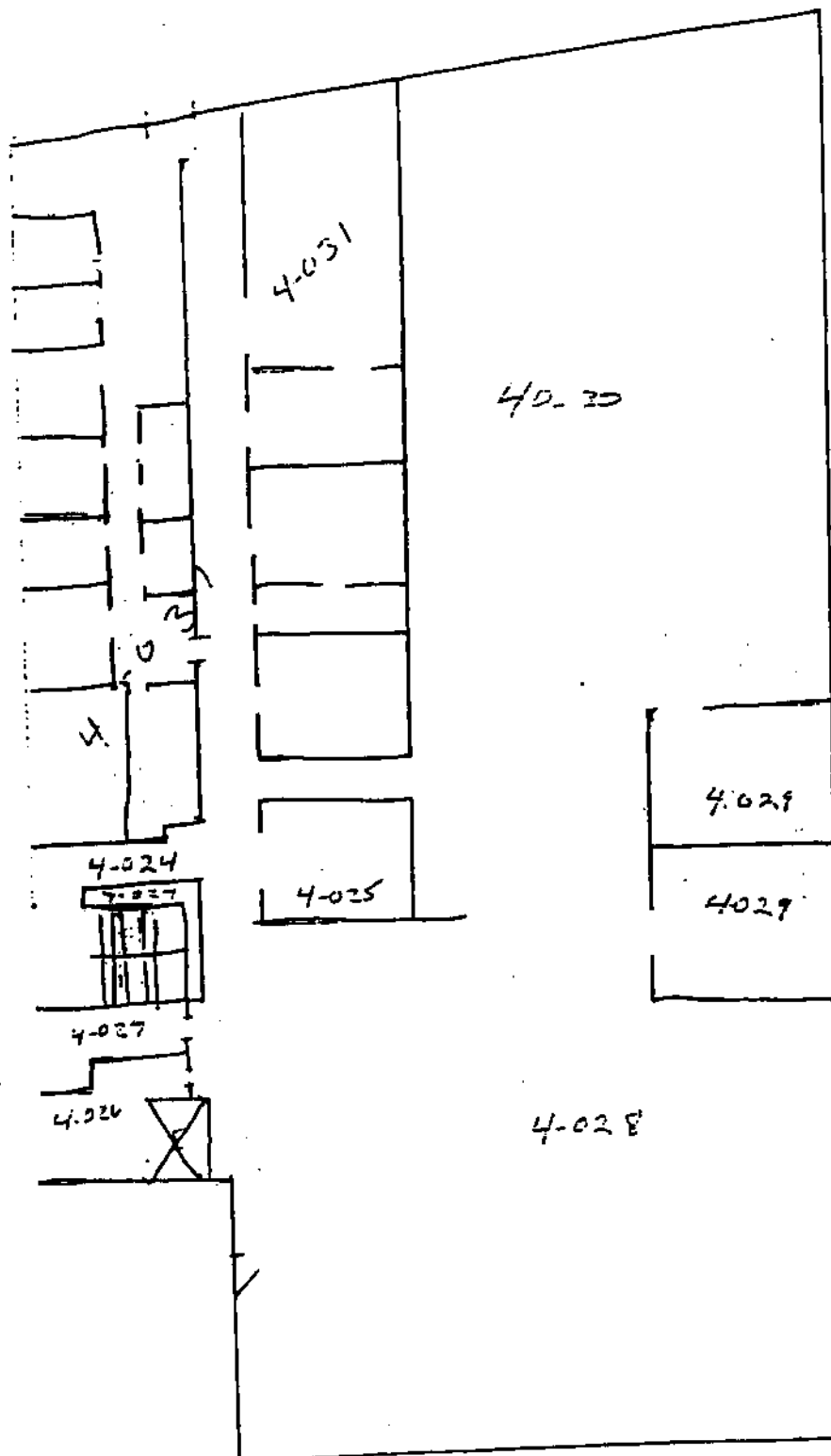
Homogenous 0002 is confirmed ACBM.

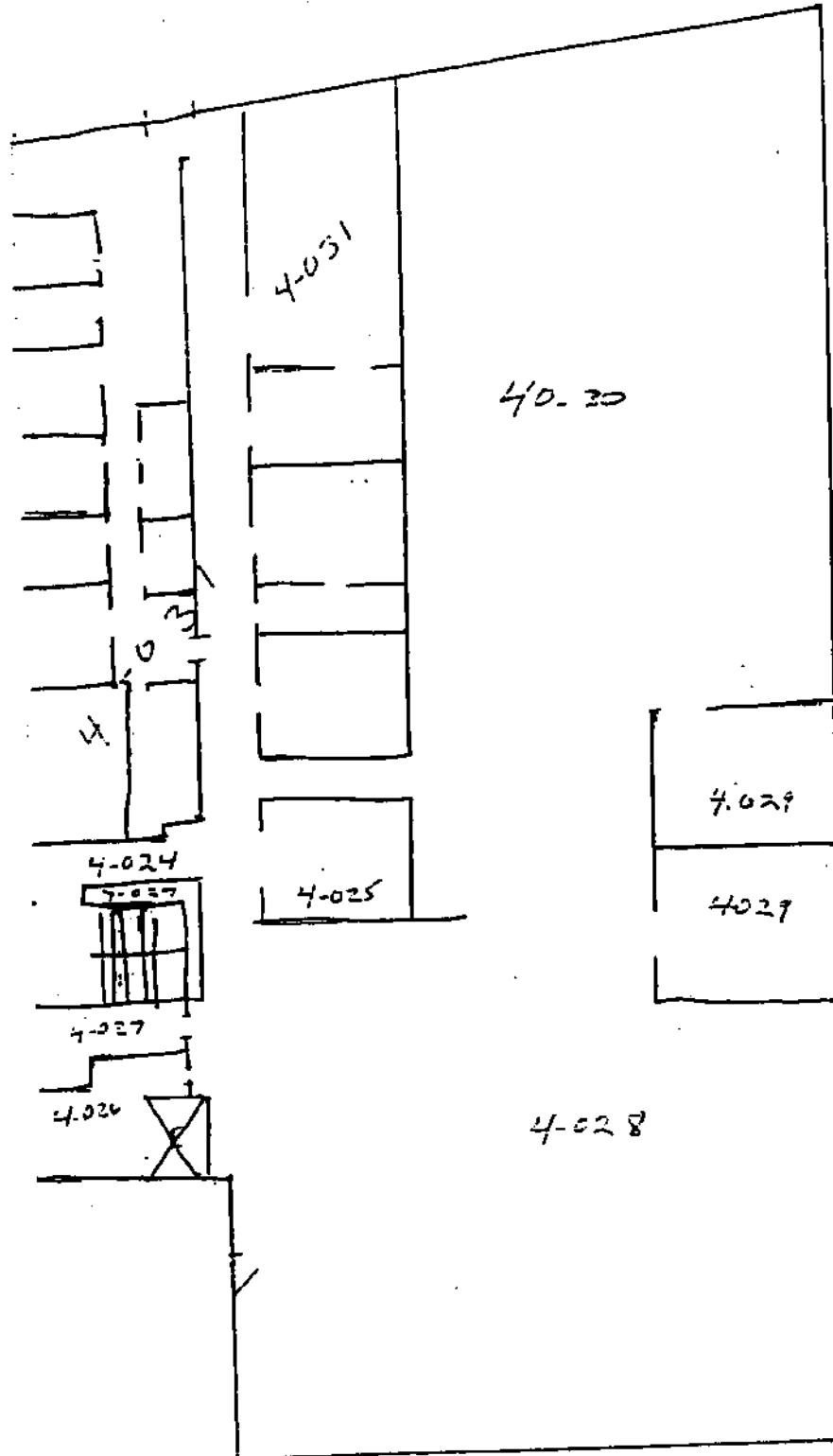
Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any

Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York





Building Name:	Building #36	Level No.:	Fifth Floor
Functional Space:	Office Area	Space I.D. #:	4-031

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0004 Gypsum Board	Non Friable	4900 Sq. Ft.	25 Sq. Ft.
0003 2x4 Ceiling Tile	Friable	2600 Sq. Ft.	1000 sq.Ft.
0005 Pipe Insulation	Friable	150 Ln. Ft.	30 Ln. Ft.

Recommended Response Actions:

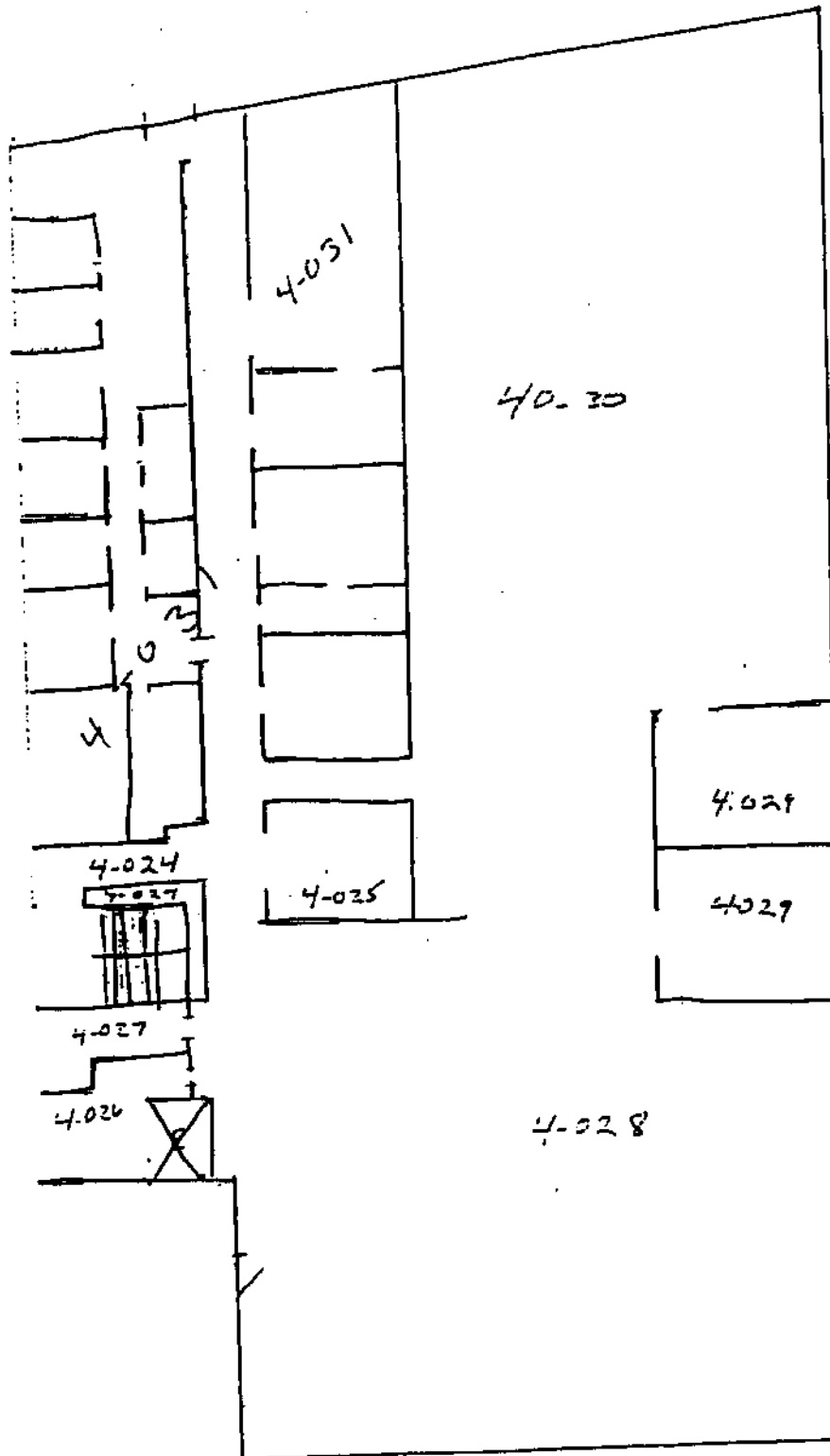
Homogenous 0004 and 0003 is non ACBM.

Homogenous 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Building Name:	Building #36	Level No.:	Sixth Floor
Functional Space:	Bathrooms	Space I.D. #:	5-032

Homogenous Material List

Material:	Non Friable	Amount	Damaged
0008 Plaster	Non Friable	1200 Sq. Ft.	10 Sq. Ft.
0005 Pipe Insulation	Friable	60 Ln. Ft.	10 Ln. Ft.

Recommended Response Actions:

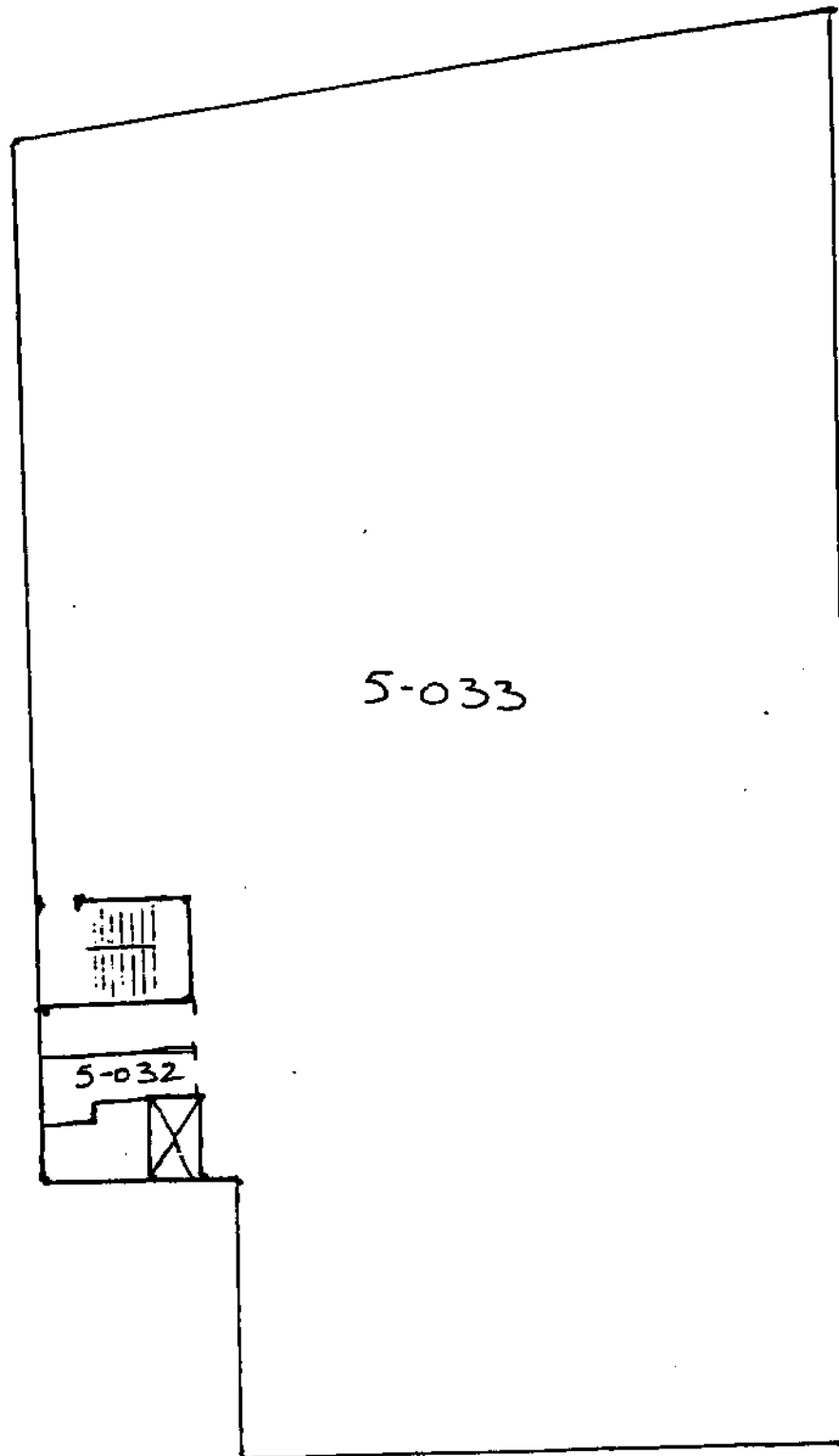
Homogenous 0008 is non ACBM.

Homogenous 0005 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York



Building Name:	Building #36	Level No.:	Sixth Floor
Functional Space:	Open Area	Space I.D. #:	5-033

Homogenous Material List

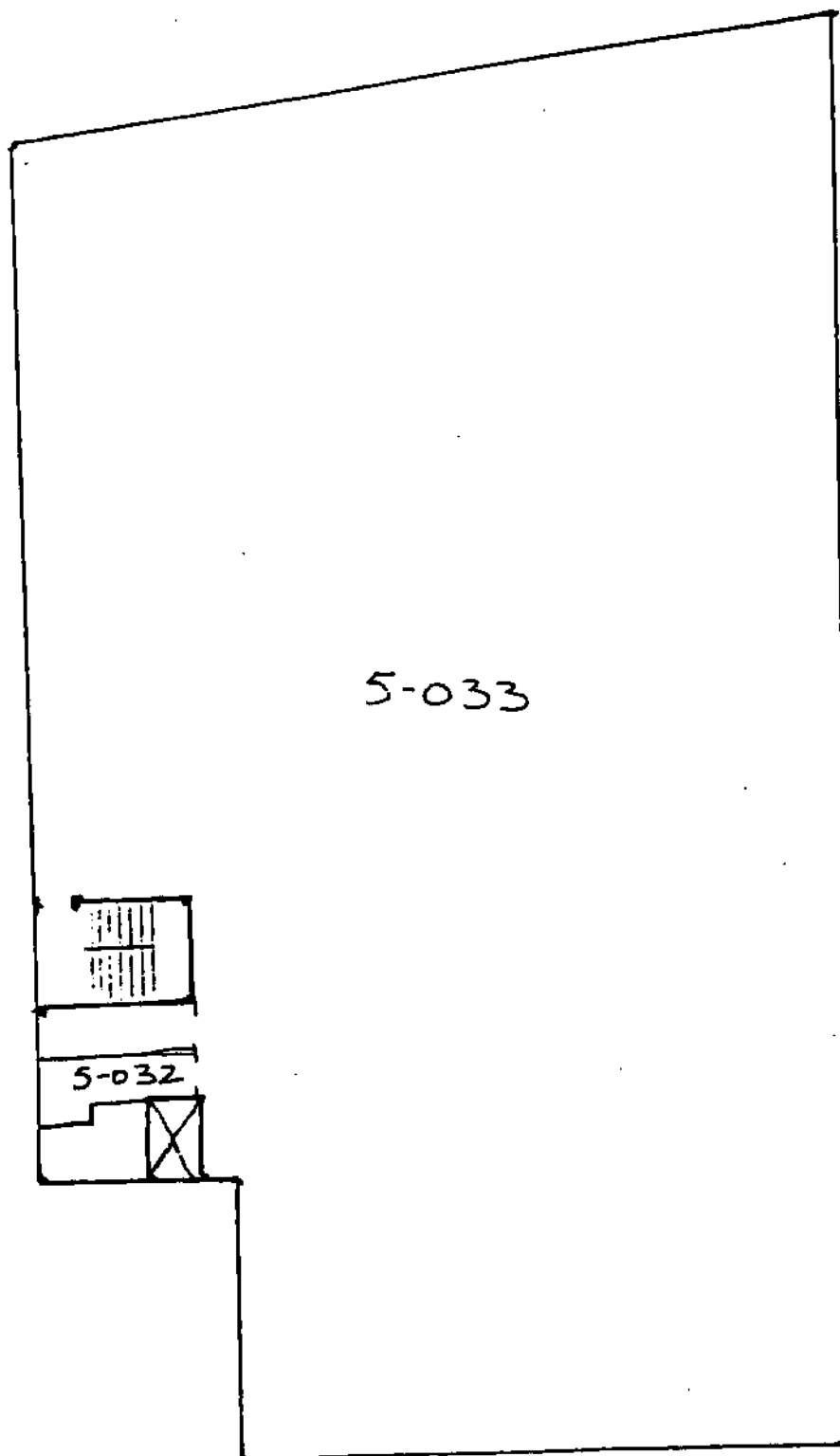
Material:	Non Friable	Amount	Damaged
0005 Pipe Insulation	Friable	40 Ln. Ft.	20 Ln. Ft.

Recommended Response Actions:

Homogenous 0005 is Confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.



Building Name:	Building #36	Level No.:	Roof
Functional Space:	Exterior	Space I.D. #:	Roof Exterior

Homogenous Material List

Material:	Non Friable	Amount	Is Damaged
0012 Roof Felts	Non Friable	9060 Sq. Ft.	0
0013 Flashing	Non Friable	1590 Sq. Ft.	0
0014 Glazing & Sealant	Non-Friable	500 Sq. Ft.	0

Recommended Response Actions:

Homogenous 0014 is Non ACBM.

Homogenous 0012 and 0013 is confirmed ACBM.

Notes/Comments:

All Friable and Non Friable Asbestos should be removed from this building before any Type of demo, alterations or renovations under NESHAPS, EPA, NYSDOL, OSHA & HUD Regulations.

Corporate Headquarters: Ossining, New York

Testwell Laboratories, Inc.
30 Corporate Circle, Suite 131
Albany, New York 12203

Phone: (518) 464-6039
Fax: (518) 464-9522

Project: Malcolm Pirnie, Inc.

Sampling Date: May 21, 1999

Client: Malcolm Pirnie, Inc.

Inspector: Brian K. McLaren

Site: Building 36

Analysis: L. Miller

<u>Field Number</u>	<u>Log Number</u>	<u>Material Sample</u>	<u>Sample Location</u>	<u>Analysis</u>	
001	183005	Plaster	6 th Floor Bay Area	Cellulose Plaster Binder N.A.F.D.	5.0% 65.0% 35.0%
002	183006	Plaster	4 th Floor Office Area	Cellulose Plaster Binder N.A.F.D.	5.0% 65.0% 35.0%
003	183007	Plaster	2 nd Floor Bay Area	Cellulose Plaster Binder N.A.F.D.	5.0% 65.0% 35.0%
004	183008	Gypsum Board	1 st Floor Office Area	Cellulose Gypsum Binder N.A.F.D.	10.0% 60.0% 30.0%
005	183009	Transit Board	1 st Floor Bay Area	Chrysotile Cellulose Binder	30.7% 5.0% 64.3%
006	183010	2x4 Ceiling Tile	1 st Floor Office Area	Cellulose Min Wool Binder N.A.F.D.	45.0% 45.0% 10.0%
007	183011	2x2 Ceiling Tile	3 rd Floor Office Area	Cellulose Min Wool Binder N.A.F.D.	45.0% 45.0% 10.0%

Shirley Carter

Approved Signatory

Certifications: (*) ELAP NYS DOH # 10871 (*) NVLAP NUMBER 1102

COMMENTS: N.A.F.D. - Means non-asbestos fibers detected.

All reports are the confidential property of our clients and the information contained herein may not be published or reproduced pending our written approval.

Testwell Laboratories, Inc.
30 Corporate Circle, Suite 131
Albany, New York 12203

Phone: (518) 464-6039
Fax: (518) 464-9522

Project: Malcolm Pirnie, Inc.

Sampling Date: May 21, 1999

Client: Malcolm Pirnie, Inc.

Inspector: Brian K. McLaren

Site: Building 36

Analysis: I. Miller

<u>Field Number</u>	<u>Log Number</u>	<u>Material Sample</u>	<u>Sample Location</u>	<u>Analysis</u>	
008	183012	Pipe Insulation	1 st Floor Bay Area	Chrysotile	14.3%
				Amosite	14.3%
				Cellulose	10.0%
				Binder	61.4%
013	183017	Rope Insulation	3 rd Floor Mechanical Room	Chrysotile	44.4%
				Synthetic Fibrous	35.0%
				Binder	20.6%
015	183019	Glazing	Exterior	Chrysotile	Trace
				Cellulose	15.0%
				Binder	85.0%

David C. Miller

Approved Signatory

Certifications: (*) ELAP NYS DOH # 10871 (*) NVLAP NUMBER 1102

COMMENTS: N.A.F.D. - Means non-asbestos fibers detected.

All reports are the confidential property of our clients and the information contained herein may not be published or reproduced pending our written approval.

Testwell Laboratories, Inc.
 80 Corporate Circle, Suite 131
 Albany, New York 12203

NYS ELAP #111142
 NVLAP #200083-0
 AIHA #468

CERTIFICATE OF LABORATORY ANALYSIS FOR ASBESTOS CONTENT

CLIENT: Malcolm Pirnie, Inc.
 16 Cornell Road
 Latham, NY 12110

Project No. D 60-1
 Collected By: B McLaren
 Date Sampled: 5/21/89
 Date Analyzed: 5/27/99
 Analyst: L Miller
 Analyst: D Perruccio

PROJECT: Building # 36

SAMPLE NUMBER	SAMPLE ANALYSIS	PLM LAB ID # TEM LAB ID #	SAMPLE LOCATION	SAMPLE DESCRIPTION	COLOR	MATRIX	% ASBESTOS
009	PLM/Grav. TEM	183013 1830	Sixth Floor Bay Area	9" Floor Tile	Gray	NOB	NON-ACBM NON-ACBM
010	PLM/Grav.	183014	Sixth Floor Bay Area	12" Floor Tile	Gray	NOB	Chrysotile 1.15%
011	PLM/Grav. TEM	183015 1831	Sixth Floor Bay Area	Mastic		NOB	NON-ACBM Chrysotile 4.5%
012	PLM/Grav. TEM	183016 1832	Third Floor Mechanical Room	9" Floor Tile	Tan	NOB	NON-ACBM NON-ACBM
014	PLM/Grav. TEM	183018 1833	First Floor Office Area	Linoleum	Red	NOB	NON-ACBM NON-ACBM
016	PLM/Grav. TEM	183020 1834	Exterior	Roof Felts		NOB	Chrysotile 0.01% Chrysotile 2.4%
017	PLM/Grav. TEM	183021 1835	Exterior	Flashing		NOB	Chrysotile 0.31% Chrysotile 5.12%

Donald Campbell
 Laboratory Director of Approved Signatory

Comments: Location of sample given by client.
 Results pertain only to those items tested.
 Samples homogenized by mortar & pestle prior to analysis.
 ND = Not Detected NOB = Non-Fibrous Organically Bound

Analytical Method: PLM - NYSDOH 198.1
 NOB - NYSDOH 198.4

Appendix B

ENSR's and Inspector's Certifications



STATE OF NEW YORK - DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH
License and Certificate Unit
BUILDING 12, Room 161
STATE CAMPUS
ALBANY, NY 12240

ASBESTOS HANDLING LICENSE

**RESTRICTED LICENSE -- ASBESTOS
REMOVAL NOT PERMITTED**

Contractor: ENSR Corporation
Address: 2 Technology Park Drive
Westford, MA 01886

LICENSE NUMBER: 99-0569
DATE OF ISSUE: July 30, 2003
EXPIRATION DATE: Aug. 31, 2004
MAILING ADDRESS:
6601 Kirkville Road
E. Syracuse, NY 13057

Duly Authorized Representative: John E. Rigge

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project website. The licensee verifies that all persons employed by this licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

SH 432 (10-00)

Richard Gusola, Director
FOR THE COMMISSIONER OF LABOR

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



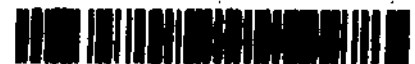
THOMAS C. TENEYCK

CLASS
INSPECTOR



CERT# 68-19119
EXPIRES 6/30/86

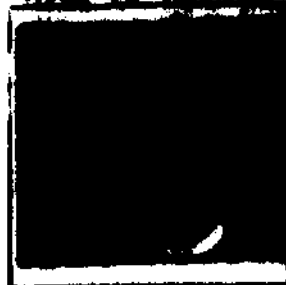
MUST BE CARRIED ON ASBESTOS PROJECTS



DMV# 996810802
EYES BRO
HAIR BRO
HGT 6' 05"

IF FOUND RETURN TO:
NYSDEL - L&C UNIT
ROOM 161 BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

MUST BE CARRIED ON ASBESTOS PROJECTS



CERTIFICATE NUMBER

AG 03-01952

EXPIRES

SOCIAL SECURITY NUMBER

NOEN-308-4948

EYES

BLU

HAIR

BLN

WEIGHT

230 lbs

HEIGHT

6' 02"

ADDRESS CORRESPONDENCE TO
include certificate number
NYSD Department of Labor
OSHS - License and Certificate Unit
PO Box 687, New York, NY 10014-7687

1455370



STATE OF NEW YORK
DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH

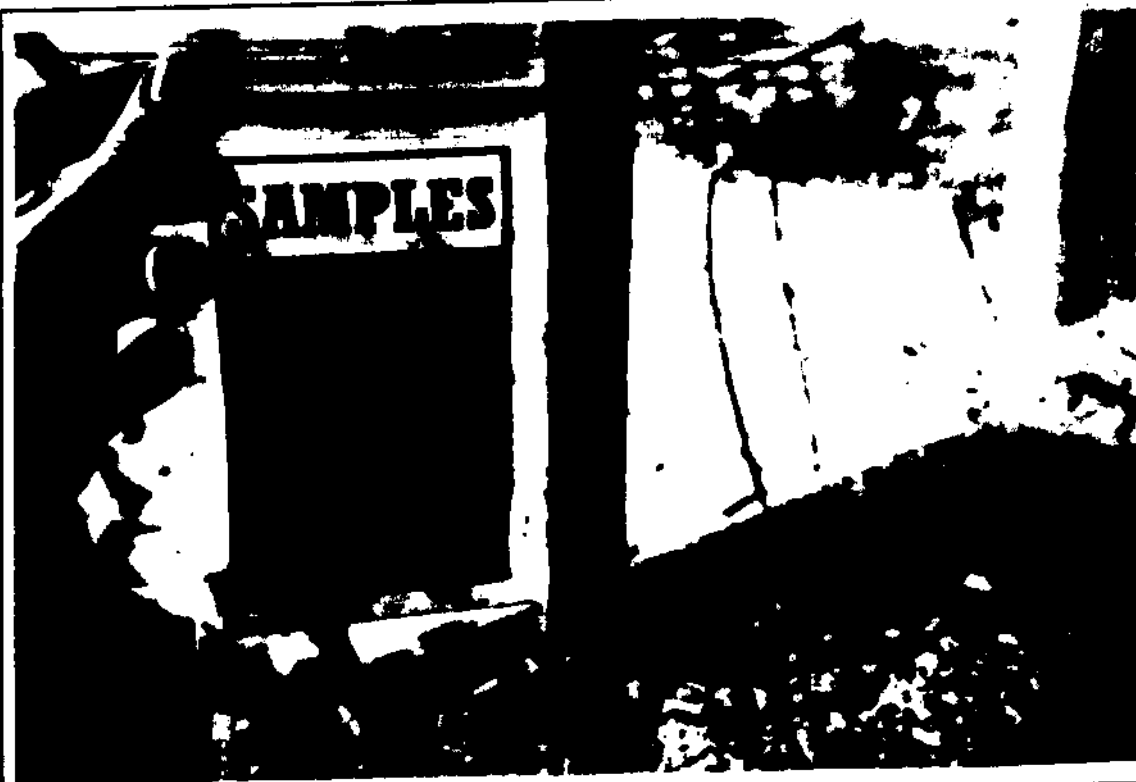
**ASBESTOS HANDLING CERTIFICATE
AUTHORIZED CLASSES**

C - SAMPLING TECHNICIAN (07/04)
D - INSPECTOR (07/04)
H - PROJECT MONITOR (07/04)

BRYAN R BOWERS
105 W KINGS PARK DRIVE
LIVERPOOL, NY 13090

Appendix C
Photographs of Building
and Materials Sampled

ENSR Rochester 3 Marcus Boulevard Albany, New York 12205 (518) 453-6444 FAX: (518) 453-0528	TITLE: CITY OF AMSTERDAM MOHASCO MILLS COMPLEX BUILDING 36	Project No. 10472-001
		Inspection Date: 2/24-25/04
		Inspected By: TTE/BB
Photo No. 1		
Location MOHASCO MILLS AMSTERDAM, NY		
Sample No.		
Description VIEW OF SUBJECT PROPERTY BUILDING 36		

Photo No. 2	
Location B-001	
Sample No. WG01A	
Description WINDOW GLAZE 1.7% CH	

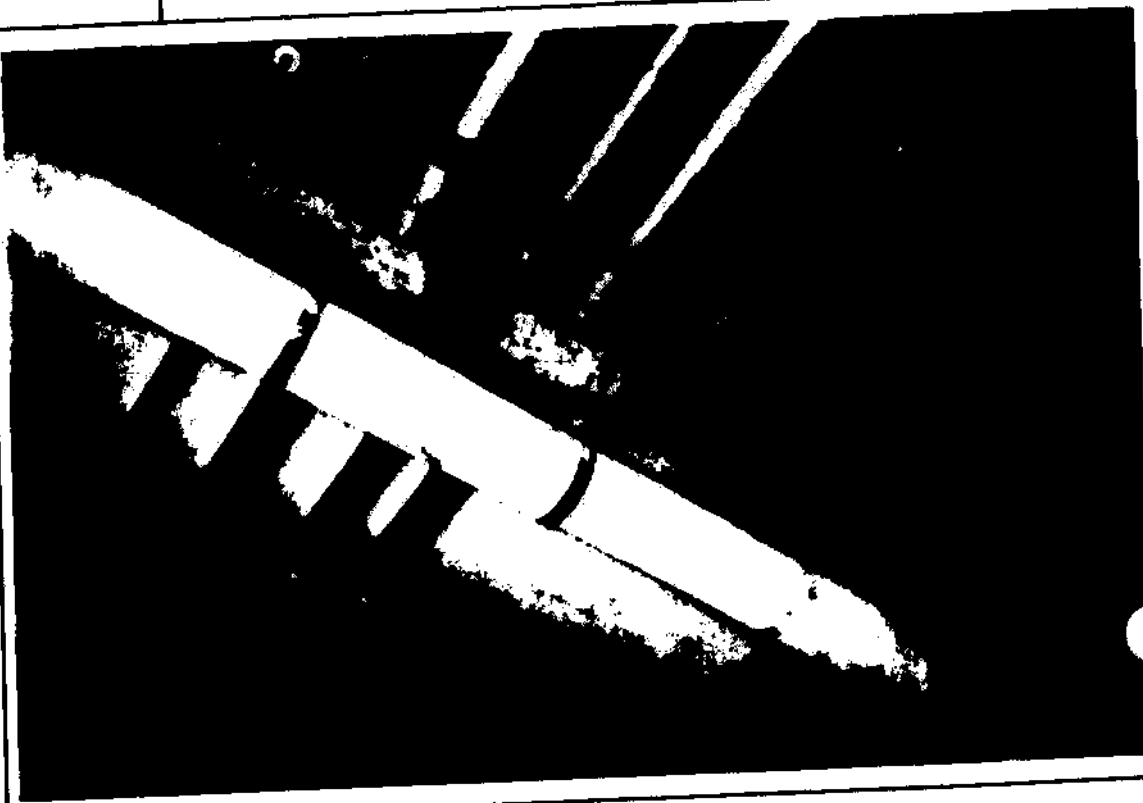
ENSR Rochester 3 Marcus Boulevard Albany, New York 12205 (518) 453-6444 FAX: (518) 453-0528	TITLE: CITY OF AMSTERDAM MOHASCO MILLS COMPLEX BUILDING 36	Project No. 10472-001
		Inspection Date: 2/24-25/04
		Inspected By: TTE/BB
Photo No. 3		
Location B-001		
Sample No. PI01A		
Description WOOL FELT PIPE INSULATION 3.8% CH		

Photo No. 4
Location B-001
Sample No. TZ01A
Description TERRAZZO FLOORING NON-ACM

PICTURE DID NOT DEVELOP

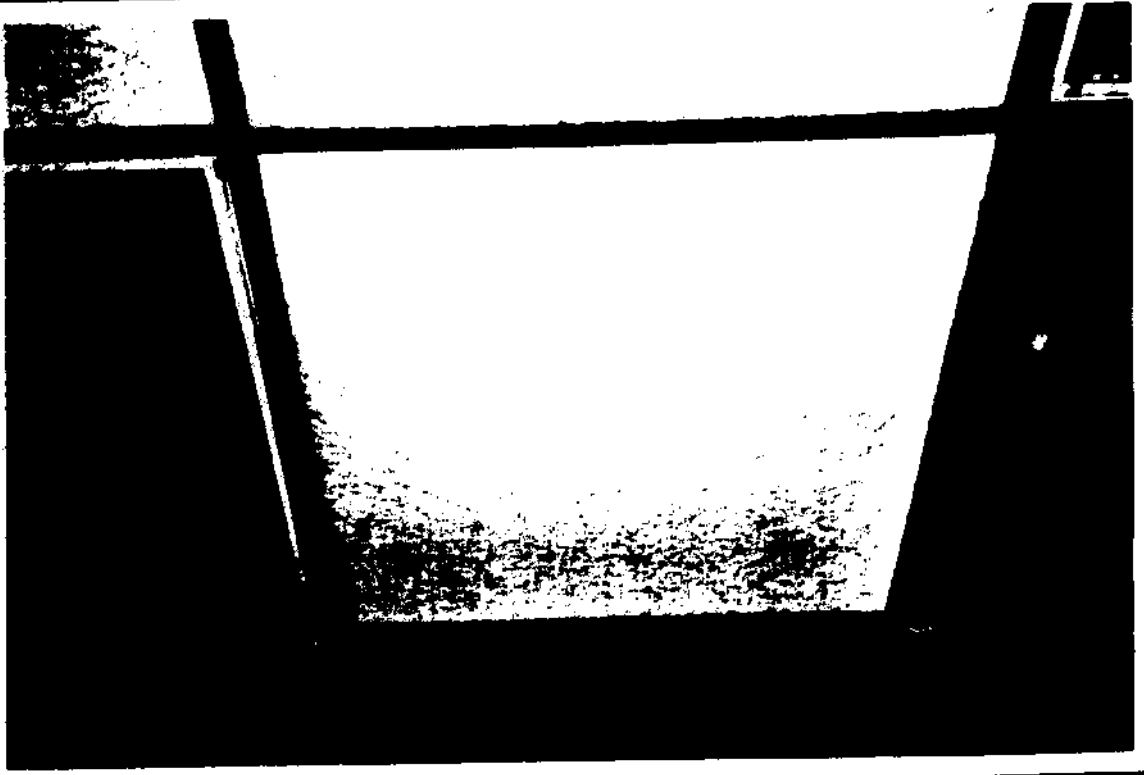
ENSR Rochester 3 Marcus Boulevard Albany, New York 12205 (518) 453-6444 FAX: (518) 453-0528	TITLE: CITY OF AMSTERDAM MOHASCO MILLS COMPLEX BUILDING 36	Project No. 10472-001
		Inspection Date: 2/24-25/04
		Inspected By: TTE/BB
Photo No. 5		
Location 2-011		
Sample No. CP01A		
Description 2'X2' BUMPY CEILING PANEL NON-ACM		

Photo No. 6	
Location B-001	
Sample No. VG01A	
Description VIBRATION GASKET NON-ACM	

ENSR Rochester 3 Marcus Boulevard Albany, New York 12205 (518) 453-6444 FAX: (518) 453-0528	TITLE: CITY OF AMSTERDAM MOHASCO MILLS COMPLEX BUILDING 36	Project No. 10472-001
		Inspection Date: 2/24-25/04
		Inspected By: TTE/BB
Photo No. 7		
Location B-001		
Sample No. GA01A		
Description GASKET MATERIAL NON-ACM		

Photo No. 8	
Location 2-012	
Sample No. GA02B	
Description GASKET MATERIAL NON-ACM	

NSR Rochester 3 Marcus Boulevard Albany, New York 12205 (518) 453-6444 FAX: (518) 453-0528	TITLE: CITY OF AMSTERDAM MOHASCO MILLS COMPLEX BUILDING 36	Project No. 10472-001 Inspection Date: 2/24-25/04 Inspected By: TTE/BB
Photo No. 9		
Location B-001		
Sample No. W101A		
Description WIRE INSULATION NON-ACM		

Photo No. 10		
Location 1-002		
Sample No. MM01A		
Description BROWN MASTIC MATERIAL NON-ACM		

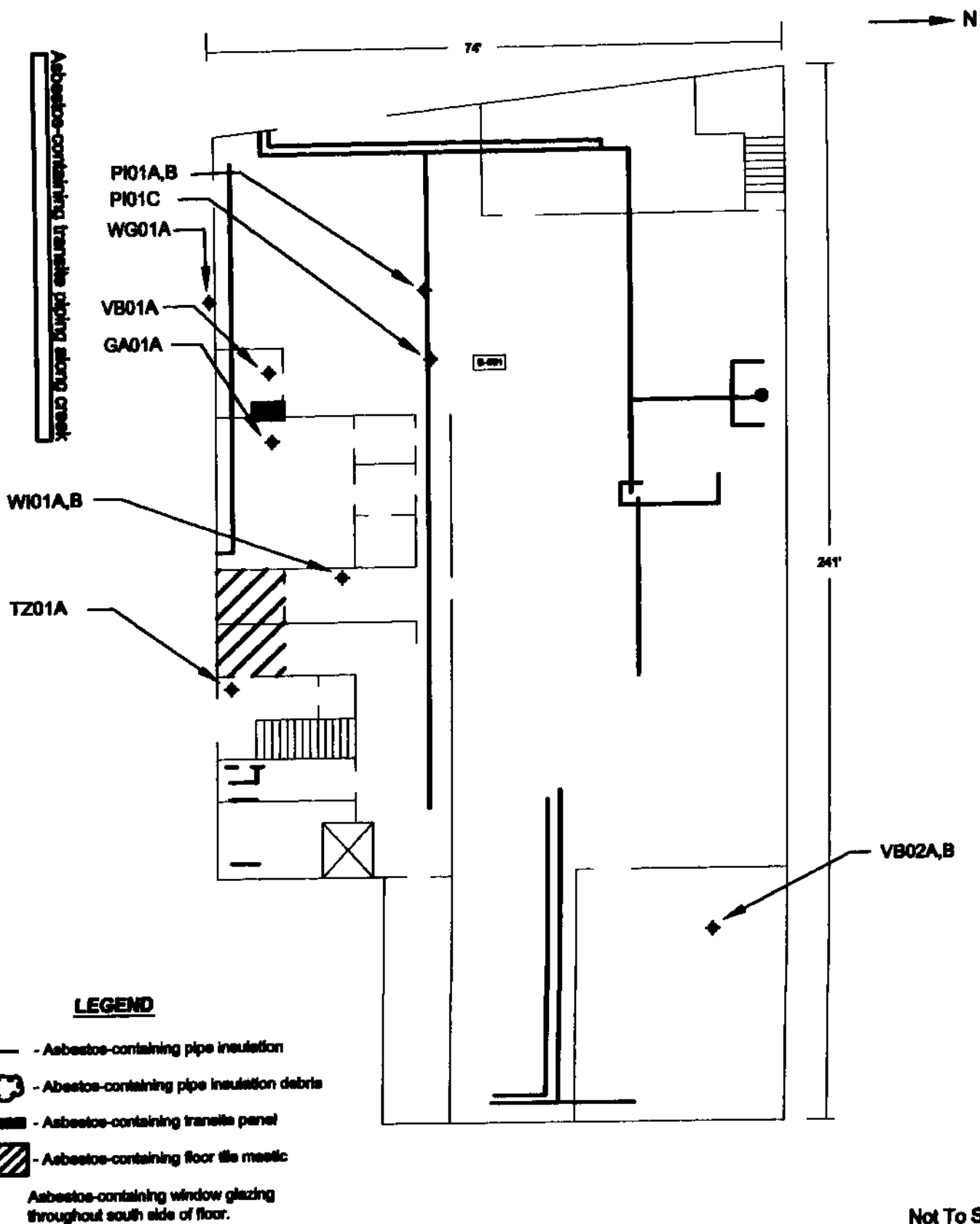
ENSR Rochester 3 Marcus Boulevard Albany, New York 12205 (518) 453-6444 FAX: (518) 453-0528	TITLE: CITY OF AMSTERDAM MOHASCO MILLS COMPLEX BUILDING 36	Project No. 10472-001
		Inspection Date: 2/24-25/04
		Inspected By: TTE/BB
Photo No. 11		
Location 3-016		
Sample No. MM02A		
Description DARK BROWN MASTIC MATERIAL NON-ACM		
Photo No. 12	PICTURE DID NOT DEVELOP	
Location 4-027		
Sample No. MM03A		
Description YELLOWISH TAN MASTIC MATERIAL NON-ACM		

NSR Rochester 3 Marcus Boulevard Albany, New York 12205 (518) 453-6444 FAX: (518) 453-0528	TITLE: CITY OF AMSTERDAM MOHASCO MILLS COMPLEX BUILDING 36	Project No. 10472-001
		Inspection Date: 2/24-25/04
		Inspected By: TTE/BB
Photo No. 13		
Location 1-002		
Sample No. VB01A		
Description BLACK VAPOR BARRIER NON-ACM		

Photo No. 14	
Location B-001	
Sample No. VB02A	
Description BLACK VAPOR BARRIER NON-ACM	

Appendix D

Floor Plans



Not To Scale

Asbestos Survey
City of Amsterdam: Mohasco Mills Complex
Building No. 36
Ground Floor Plan

FIGURE NO.

1

Survey Date(s)	Survey Inspector(s)	Project No.
February 24-25, 2004	TTE, BB	10472-001

→ N

WG01B

VB01A,B

TZ01B

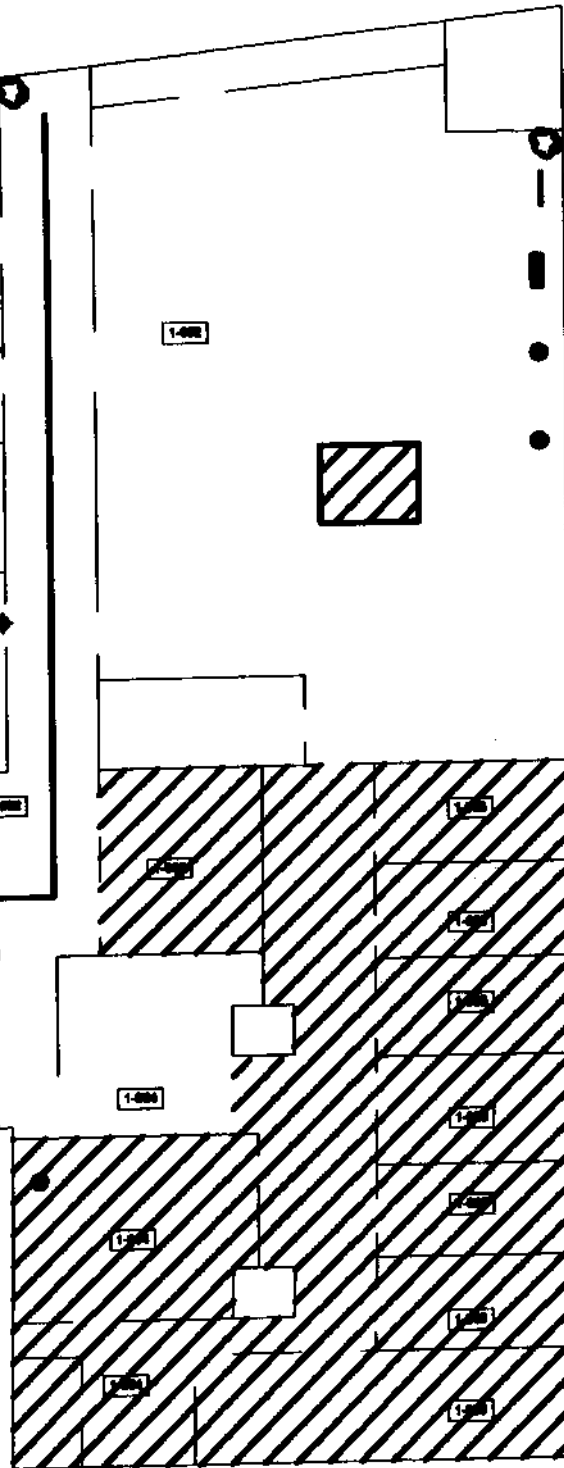
Transite Pipe

MM01A,B

LEGEND

- - Asbestos-containing pipe insulation
- ☁ - Asbestos-containing pipe insulation debris
- - Asbestos-containing transite panel
- ▨ - Asbestos-containing floor tile mastic

Asbestos-containing window glazing throughout north and south sides of floor.



Not To Scale

FIGURE NO.

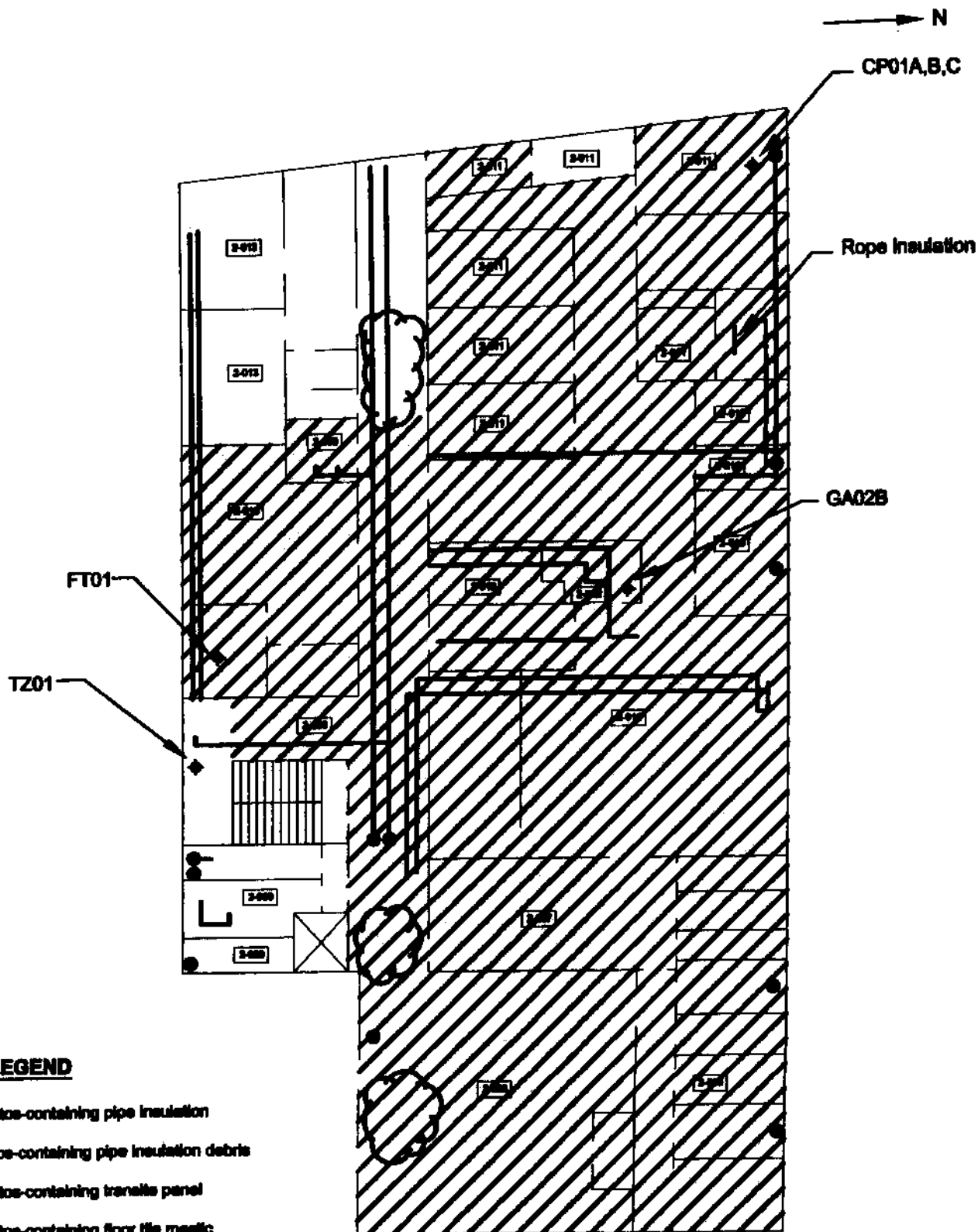
2

ENSR
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6601 KIRKVILLE ROAD
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PHONE: (315) 432-0808
FAX: (315) 437-0808
WWW. ENSR.COM / PAPER FROM RECYCLED PAPER

Asbestos Survey
City of Amsterdam: Mohasco Mills Complex
Building No. 36
Second Floor Plan

Survey Date(s)	Survey Inspector(s)	Project No.
February 24-25, 2004	TTE, BB	10472-001



Not To Scale

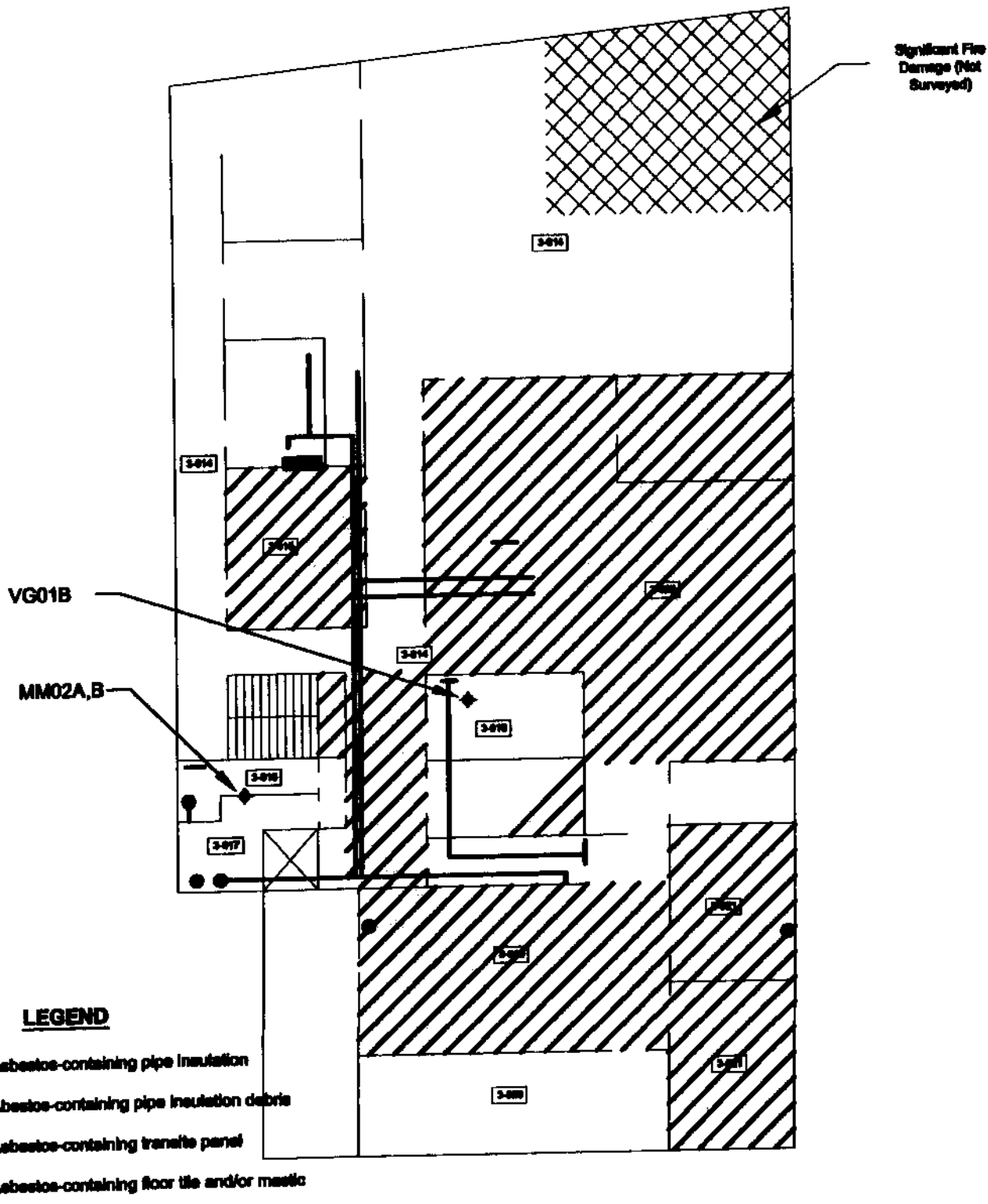
Asbestos Survey
City of Amsterdam: Mohasco Mills Complex
Building No. 36
Third Floor Plan

Survey Date(s)	Survey Inspector(s)	Project No.
February 24-25, 2004	TTE, BB	10472-001

FIGURE NO.

3

→ N



Not To Scale

FIGURE NO.

4

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Asbestos Survey
City of Amsterdam: Mohasco Mills Complex
Building No. 36
Fourth Floor Plan

Survey Date(s)	Survey Inspector(s)	Project No.
February 24-25, 2004	TTE, BB	10472-001

MM03A,B

LEGEND

-  - Asbestos-containing pipe insulation
-  - Asbestos-containing pipe insulation debris
-  - Asbestos-containing transite panel
-  - Asbestos-containing floor tile mastic

Asbestos-containing window glazing
throughout north and south sides of floor.

Not To Scale

FIGURE NO.

5

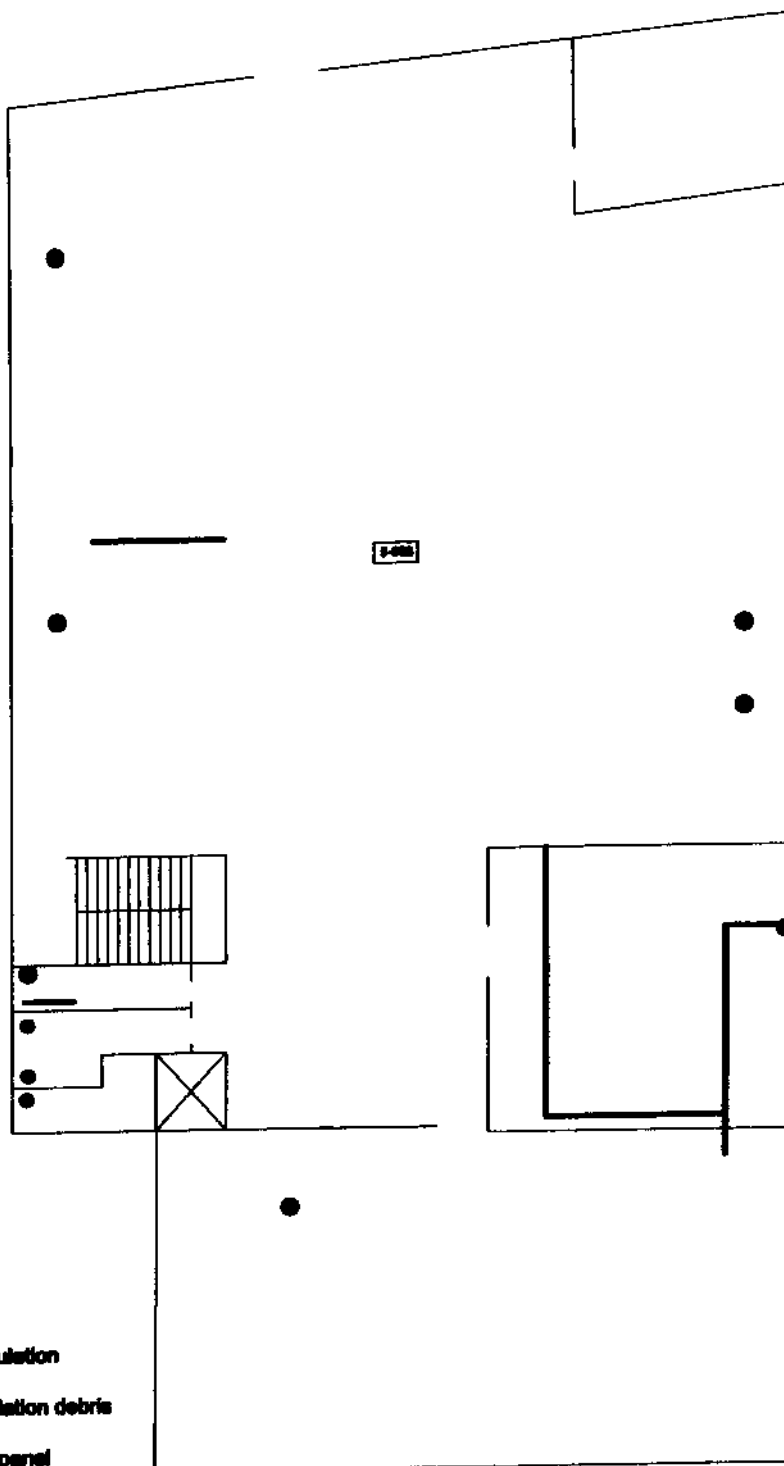
ENSR
INTERNATIONAL

6601 KIRKVILLE ROAD
SYRACUSE, NEW YORK 13057
PHONE: (315) 432-0508
FAX: (315) 437-0808
WEB: WWW.ENSUR.COM

Asbestos Survey **City of Amsterdam: Mohasco Mills Complex** **Building No. 36** **Fifth Floor Plan**

Survey Date(s)	Survey Inspector(s)	Project No.
February 24-25, 2004	TTE, BB	10472-001

→ N



LEGEND

- • — - Asbestos-containing pipe insulation
- ☁ - Asbestos-containing pipe insulation debris
- - Asbestos-containing transite panel
- ▨ - Asbestos-containing floor tile mastic
- Asbestos-containing window glazing throughout north and south sides of floor.

Not To Scale

FIGURE NO.

6

ENSR
INTERNATIONAL

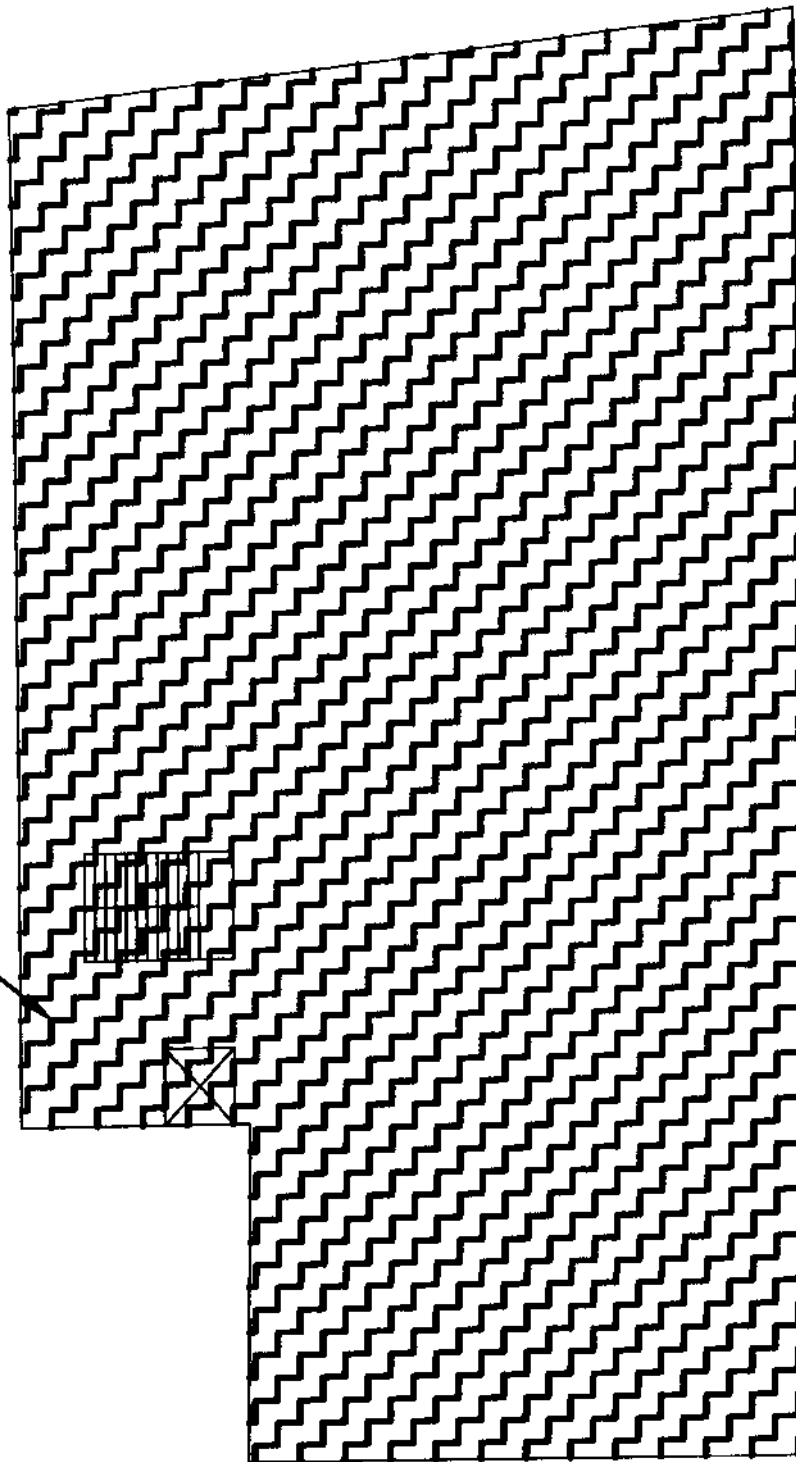
6601 KIRKVILLE ROAD
SYRACUSE, NEW YORK 13057
PHONE: (315) 432-0508
FAX: (315) 437-0508
WEB: [HTTP://WWW.ENSR.COM](http://www.ensr.com)

Asbestos Survey **City of Amsterdam: Mohasco Mills Complex** **Building No. 36** **6th Floor Plan**

Survey Date(s)	Survey Inspector(s)	Project No.
February 24-25, 2004	TTE, BB	10472-001

→ N

Asbestos-containing
roof felt and flashing.



Not To Scale

FIGURE NO.

7

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Asbestos Survey
City of Amsterdam: Mohasco Mills Complex
Building No. 36
Roof Plan

Survey Date(s)	Survey Inspector(s)	Project No.
February 24-25, 2004	TTE, BB	10472-001

Appendix E
Laboratory Results
and Chain-of-Custody

AMERISCI

AmeriSci New York

117 EAST 30TH STREET
NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-9392

March 3, 2004

ENSR International
Attn: Tom Ten Eyck
360 Linden Oaks
Rochester, NY 14625

RE: ENSR International
Job Number 204023668
P.O. # 10472-001,200,0125
10472-001,200,0125; City Of Amsterdam ; Mohasco Mills - Building No. 36, Amsterdam, NY

Dear Tom Ten Eyck:

Enclosed are the results of Asbestos Analysis - Bulk Protocol of the following ENSR International samples, received at AmeriSci on Friday, February 27, 2004, for a 5 day turnaround:

TZ01A, TZ01B, TZ01C, PI01A, PI01B, PI01C, CP01A, CP01B, CP01C, WG01A, WG01B, VG01A, VG01B, GA01A, GA02B, WI01A, WI01B, MM01A, MM01B, MM02A, MM02B, MM03A, MM03B, VB01A, VB01B, VB02A, VB02B

The 27 samples, placed in Zip Lock Bag, were shipped to AmeriSci via Airborne Express. ENSR International requested ELAP PLM/TEM analysis of these samples.

The results of the analyses which were performed under NYSDOH ELAP Lab Certification # 10984 following ELAP 198.1 PLM & 198.4 TEM guidelines are presented within the Summary Table of this report. The presence of matrix reduction data in the Summary Table normally indicates an NOB sample. For NOB samples the individual matrix reduction, combined PLM and TEM analysis results are listed in the Summary Bulk Asbestos Analysis Results in Table I. Complete PLM results for individual samples are presented in the PLM Bulk Asbestos Report. This combined report relates ONLY to sample analysis expressed as percent composition by weight and percent asbestos. This report must not be used to claim product endorsement or approval by these laboratories, NVLAP, ELAP or any other associated agency. The National Institute of Standards and Technology Accreditation requirements, mandates that this report must not be reproduced, except in full without the written approval of the laboratory. This report may contain specific data not covered by NVLAP or ELAP accreditations respectively, if so identified in relevant footnotes.

AmeriSci appreciates this opportunity to serve your organization. Please contact us for any further assistance or with any questions.

Sincerely,



Lance Tuckruskye
QA/QC Compliance Officer

PLM Bulk Asbestos Report

ENSR International
Attn: Tom Ten Eyck
360 Linden Oaks
Rochester, NY 14625

Date Received 02/27/04 AmeriSci Job No. 204023668
Date Examined 03/02/04 P.O. # 10472-001,200,0125
ELAP Number 11480 Page 1 of 6
RE: 10472-001,200,0125; City Of Amsterdam ; Mohasco
Mills - Building No. 36, Amsterdam, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
TZ01A 1	204023668-01 Location: Terrazo Flooring	No	NAD
Description: Grey, Homogeneous, Cementitious, Terrazo Flooring Asbestos Types: Other Material: Non-fibrous 100. %			
TZ01B 1	204023668-02 Location: Terrazo Flooring	No	NAD
Description: Grey, Homogeneous, Cementitious, Terrazo Flooring Asbestos Types: Other Material: Non-fibrous 100. %			
TZ01C 1	204023668-03 Location: Terrazo Flooring	No	NAD
Description: Grey, Homogeneous, Cementitious, Terrazo Flooring Asbestos Types: Other Material: Non-fibrous 100. %			
PI01A 2	204023668-04 Location: Wool Felt Pipe Insulation	Yes	3.75 % ¹
Description: Grey, Homogeneous, Wool Felt Pipe Insulation Asbestos Types: Chrysotile 3.75 % Other Material: Cellulose 90. %, Non-fibrous 6.25 %			
PI01B 2	204023668-05 Location: Wool Felt Pipe Insulation		NAPS
Description: Wool Felt Pipe Insulation Asbestos Types: Other Material:			



AmeriSci New York

117 EAST 30TH STREET
NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-9392

PLM Bulk Asbestos Report

ENSR International
Attn: Tom Ten Eyck
360 Linden Oaks
Rochester, NY 14625

Date Received 02/27/04 AmeriSci Job No. 204023668
Date Examined 03/02/04 P.O. # 10472-001,200,0125
ELAP Number 11480 Page 2 of 6
RE: 10472-001,200,0125; City Of Amsterdam ; Mohasco
Mills - Building No. 36, Amsterdam, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos NA/PS
PI01C 2	204023668-06 Location: Wool Felt Pipe Insulation Description: Wool Felt Pipe Insulation Asbestos Types: Other Material:		
CP01A 3	204023668-07 Location: 2x2 Bumpy Ceiling Panel Description: White, Homogeneous, 2x2 Bumpy Ceiling Panel Asbestos Types: Other Material: Cellulose 1. %, Fibrous glass 80. %, Non-fibrous 19. %	No	NAD
CP01B 3	204023668-08 Location: 2x2 Bumpy Ceiling Panel Description: White, Homogeneous, 2x2 Bumpy Ceiling Panel Asbestos Types: Other Material: Cellulose Trace, Fibrous glass 80. %, Non-fibrous 20. %	No	NAD
CP01C 3	204023668-09 Location: 2x2 Bumpy Ceiling Panel Description: White, Homogeneous, 2x2 Bumpy Ceiling Panel Asbestos Types: Other Material: Cellulose Trace, Fibrous glass 80. %, Non-fibrous 20. %	No	NAD
G01A 4	204023668-10 Location: Window Glaze Description: Grey, Homogeneous, Window Glaze Asbestos Types: Chrysotile 1.7 % Other Material: Non-fibrous 9.7 %	Yes	1.7 % ²



AmeriSci New York

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NEW YORK, NY 10018

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PLM Bulk Asbestos Report

ENSR International
Attn: Tom Ten Eyck
360 Linden Oaks
Rochester, NY 14625

Date Received 02/27/04 AmeriSci Job No. 204023668
Date Examined 03/02/04 P.O. # 10472-001,200,0125
ELAP Number 11480 Page 3 of 6
RE: 10472-001,200,0125; City Of Amsterdam ; Mohasco
Mills - Building No. 36, Amsterdam, NY

Cilent No. / HGA	Lab No.	Asbestos Present	Total % Asbestos NA/PS
WG01B 4 Location: Window Glaze Description: Window Glaze Asbestos Types: Other Material:	204023668-11		
VG01A 5 Location: Vibration Gasket Description: Black, Homogeneous, Vibration Gasket Asbestos Types: Other Material: Fibrous glass 60. %, Non-fibrous 9.7 %	204023668-12	No	NAD ²
VG01B 5 Location: Vibration Gasket Description: Black, Homogeneous, Vibration Gasket Asbestos Types: Other Material: Fibrous glass 60. %, Non-fibrous 8.8 %	204023668-13	No	NAD ²
GA01A Location: Gasket Material Description: Black, Homogeneous, Gasket Material Asbestos Types: Other Material: Non-fibrous 26.6 %	204023668-14	No	NAD ²
GA02B Location: Gasket Material Description: Black, Homogeneous, Gasket Material Asbestos Types: Other Material: Non-fibrous 4.2 %	204023668-15	No	NAD ²

**AmeriSci New York**117 EAST 30TH STREET
NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-9392

PLM Bulk Asbestos ReportENSR International
Attn: Tom Ten Eyck
360 Linden Oaks
Rochester, NY 14625**Date Received** 02/27/04 **AmeriSci Job No.** 204023668
Date Examined 03/02/04 **P.O. #** 10472-001,200,0125
ELAP Number 11480 **Page** 4 of 6
RE: 10472-001,200,0125; City Of Amsterdam ; Mohasco
Mills - Building No. 36, Amsterdam, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WI01A 6 Location: Wire Insulation Description: Black, Homogeneous, Wire Insulation Asbestos Types: Other Material: Non-fibrous 1.6 %	204023668-16	No	NAD ²
WI01B 6 Location: Wire Insulation Description: Black, Homogeneous, Wire Insulation Asbestos Types: Other Material: Non-fibrous 1.4 %	204023668-17	No	NAD ²
MM01A 7 Location: Brown Mastic Material Description: Brown, Homogeneous, Mastic Material Asbestos Types: Other Material: Non-fibrous 32.8 %	204023668-18	No	NAD ²
MM01B 7 Location: Brown Mastic Material Description: Brown, Homogeneous, Mastic Material Asbestos Types: Other Material: Non-fibrous 33.6 %	204023668-19	No	NAD ²
M02A 3 Location: Dark Brown Mastic Material Description: Tan, Homogeneous, Mastic Material Asbestos Types: Other Material: Non-fibrous 42.1 %	204023668-20	No	NAD ²



AmeriSci New York

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NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-9392

PLM Bulk Asbestos Report

ENSR International
Attn: Tom Ten Eyck
360 Linden Oaks
Rochester, NY 14625

Date Received 02/27/04

Date Examined 03/02/04

ELAP Number 11480

RE: 10472-001,200,0125; City Of Amsterdam ; Mohasco
Mills - Building No. 36, Amsterdam, NY

AmeriSci Job No.204023668

P.O. # 10472-001,200,0125

Page 5 of 6

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MM02B	204023668-21	No	NAD ²
8	Location: Dark Brown Mastic Material		

Description: Tan, Homogeneous, Mastic Material

Asbestos Types:

Other Material: Non-fibrous 38.9 %

MM03A	204023668-22	No	NAD ²
9	Location: Yellowish Tan Mastic Material		

Description: Tan, Homogeneous, Mastic Material

Asbestos Types:

Other Material: Non-fibrous 31.5 %

MM03B	204023668-23	No	NAD ²
9	Location: Yellowish Tan Mastic Material		

Description: Tan, Homogeneous, Mastic Material

Asbestos Types:

Other Material: Non-fibrous 28.3 %

VB01A	204023668-24	No	NAD ²
10	Location: Black Vapor Barrier		

Description: Black, Homogeneous, Vapor Barrier

Asbestos Types:

Other Material: Non-fibrous 26.5 %

VB01B	204023668-25	No	NAD ²
10	Location: Black Vapor Barrier		

Description: Black, Homogeneous, Vapor Barrier

Asbestos Types:

Other Material: Non-fibrous 29. %

PLM Bulk Asbestos Report

ENSR International
Attn: Tom Ten Eyck
360 Linden Oaks
Rochester, NY 14625

Date Received 02/27/04 AmeriSci Job No. 204023668
Date Examined 03/02/04 P.O. # 10472-001,200,0125
ELAP Number 11480 Page 6 of 6
RE: 10472-001,200,0125; City Of Amsterdam ; Mohasco
Mills - Building No. 36, Amsterdam, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
VB02A 11	204023668-26 Location: Black Vapor Barrier	No	NAD ²
Description: Grey/Black, Homogeneous, Vapor Barrier Asbestos Types: Other Material: Non-fibrous 13.6 %			
VB02B 11	204023668-27 Location: Black Vapor Barrier	No	NAD ²
Description: Grey/Black, Homogeneous, Vapor Barrier Asbestos Types: Other Material: Non-fibrous 13.5 %			

Reporting Notes:

- PLM analysis by EPA 400 Point Count Method
- PLM analysis of NOB inert material.

Analyzed by: Bella J. Chemis

*NAD/NSD = no asbestos detected; NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200546-0) and ELAP PLM Analysis Protocol 198.1 for New York samples (NYSDOH ELAP Lab # 11480); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested. AIHA# 102843; VT Cert#

AL018055

Reviewed By:

Client Name: ENSR International

Table I

Summary of Bulk Asbestos Analysis Results

10472-001,200,0125; City Of Amsterdam ; Mohasco Mills - Building No. 36, Amsterdam, NY

AmertSci Sample #	Client Sample# Location	HG Area	Sample Weight	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	TZ01A Terrazo Flooring	1	---	---	---	---	NAD	NA
02	TZ01B Terrazo Flooring	1	---	---	---	---	NAD	NA
03	TZ01C Terrazo Flooring	1	---	---	---	---	NAD	NA
04	PI01A Wool Felt Pipe Insulation	2	---	---	---	---	Chrysotile 3.75	NA
05	PI01B Wool Felt Pipe Insulation	2	---	---	---	---	NA/PS	NA
06	PI01C Wool Felt Pipe Insulation	2	---	---	---	---	NA/PS	NA
07	CP01A 2x2 Bumpy Ceiling Panel	3	---	---	---	---	NAD	NA
08	CP01B 2x2 Bumpy Ceiling Panel	3	---	---	---	---	NAD	NA
09	CP01C 2x2 Bumpy Ceiling Panel	3	---	---	---	---	NAD	NA
10	WG01A Window Glaze	4	0.696	14.22	74.28	9.79	Chrysotile 1.7	NA
11	WG01B Window Glaze	4	0.518	11.78	81.08	7.14	NA/PS	NA
12	VG01A Vibration Gasket	5	0.337	26.41	3.86	69.73	NAD	NAD
13	VG01B Vibration Gasket	5	0.385	27.27	3.90	68.83	NAD	NAD

Table I
Summary of Bulk Asbestos Analysis Results

10472-001,200,0125; City Of Amsterdam ; Mohasco Mills - Building No. 36, Amsterdam, NY

AmeriSci Sample #	Client Sample# Location	HG Area	Sample Weight	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
14	GA01A Gasket Material		0.184	52.72	20.65	26.63	NAD	NAD
15	GA02B Gasket Material		0.306	69.28	26.47	4.25	NAD	NAD
16	WI01A Wire Insulation	6	0.839	82.36	15.97	1.67	NAD	NAD
17	WI01B Wire Insulation	6	0.915	83.39	15.19	1.42	NAD	NAD
18	MM01A Brown Mastic Material	7	0.727	57.50	9.63	32.87	NAD	NAD
19	MM01B Brown Mastic Material	7	0.726	56.61	9.78	33.61	NAD	NAD
20	MM02A Dark Brown Mastic Material	8	0.356	51.12	6.74	42.13	NAD	NAD
21	MM02B Dark Brown Mastic Material	8	0.406	53.20	7.88	38.92	NAD	NAD
22	MM03A Yellowish Tan Mastic Material	9	0.254	60.63	7.87	31.50	NAD	NAD
23	MM03B Yellowish Tan Mastic Material	9	0.134	62.69	8.96	28.36	NAD	NAD
24	VB01A Black Vapor Barrier	10	0.524	65.08	8.40	26.43	NAD	Chrysotile Trace
25	VB01B Black Vapor Barrier	10	0.801	64.54	6.37	28.99	NAD	Chrysotile Trace
26	VB02A Black Vapor Barrier	11	0.726	83.20	3.17	13.64	NAD	NAD

Table I

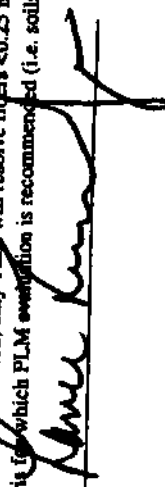
Summary of Bulk Asbestos Analysis Results

10472-001,200,0125; City Of Amsterdam ; Mohasco Mills - Building No. 36, Amsterdam, NY

AmeriSci Sample #	Client Sample# Location	HG Area	Sample Weight	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
27	VB02B Black Vapor Barrier	11	0.368	82.61	3.80	13.59	NAD	NAD

Analyzed by: Jonathan M. Teda
 Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR (NVLAP Lab#200546-0); TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation); or ELAP 198.1/198.4 for New York samples (NYSDOH ELAP#11480); NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab#102843.
 Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris in which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By:



ENSR.

380 Linden Oaks

Rochester, New York 14625

Client: City of Amsterdam

Location: Mohasco Mills - Building No. 38

Amsterdam, New York

Project/Billing

Reference: 10472-001, 200, 0125

Date Sampled: 2/25/2004

Sampled By: Thomas Ten Eyck/Brian Bowers

Sample Identification:	Description
TED1 A-B	Terrazo flooring
PF01 A-B	Woolfelt Pipe Insulation
CP01 A-B	2x2' Bumpy Gritting Panel
WTR01 A-B	Window Glaze
VG01 A-B	Vibration Gasket
GA01 A	Gasket material
GA02 B	Gasket material
WFO1 A-B	Wire Insulation
MM01 A-B	Brown Mastic material
MM02 A-B	Dark Brown Mastic material
MM03 A-B	Yellowish Tan Mastic material

[illegible]

Total Number of Samples: 27

Analysis Required:		Comments:	
Phase Contrast Microscopy (NIOSH 7400)	☐		
Polarized Light Microscopy	☒	Analyze until positive, also analyze each layer	
PLM - NOB	☒	Analyze samples A and B until positive, analyze each layer	
PLM - NOB, TEM follow-up, if necessary	☒	TEM follow-up if A and B are <1% or NAD, analyze each layer, analyze until positive	
Report Results to:		Phone/Extension:	
Verbal/Fax: Thomas Ten Eyck	By: 5 day TAT	(585) 381-2210 x-738 (phone)	
Written: Thomas Ten Eyck	5 day TAT	(585) 381-5382 (fax)	
Email: tteaneyck@ensr.com			

Signature:	Date:	Comments:
Relinquished by: <i>[Signature]</i>	<i>2/26/04</i>	
Received by Lab: <i>Tandra Jaxone</i>	<i>2/27/04</i>	<i>1032</i>
Received by Analyst:		

Appendix F
Laboratory Certifications

JUN-12-2003 16:35

NYS DOH - ELAP

518 485 5568 P.27

**NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER**

Antonio C. Novello, M.D., M.P.H., Dr.P.H.



Expires 12:01 AM April 01, 2004
Issued June 12, 2003

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

**MR. PAUL MUCHA
SCIENTIFIC LABORATORIES INC-NEW YORK CIT
117 EAST 30TH ST
NEW YORK NY 10018 United States**

**NY Lab Id No: 11480
EPA Lab Code: NY01378**

***is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:***

Subcategories

Absorbers in Plastics Material

EPA 800/M4/58/020

Absorbers in Non-Plastics Material

ITEM 195.4 OF MANUAL

Label No.: 19535

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Must be conspicuously posted. Valid certificates have a raised seal and may be
verified by calling (516) 485-5578.**

National Institute
of Standards and Technology



National Voluntary
Laboratory Accreditation Program

ISO/IEC 17025:1999
ISO 15020:1994

Scope of Accreditation



Page: 1 of 1

BULK ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200546-0

SCIENTIFIC LABORATORIES, INC.

117 E. 30th Street

New York, NY 10016

Mr. Lance Tuckrasky

Phone: 212-679-8600 Fax: 212-679-2711

E-Mail: ltuckrasky@scilabs.com

URL: <http://scilabs.com>

NVLAP Code

Designation

18/A01

EPA-600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples

June 30, 2004

C. D. Faison

United States Department of Commerce
National Institute of Standards and Technology

NVLAP[®]

ISO/IEC 17025:1999
ISO 9002:1994



Certificate of Accreditation

SCIENTIFIC LABORATORIES, INC.
NEW YORK, NY

is recognized by the National Voluntary Laboratory Accreditation Program
for satisfactory compliance with criteria set forth in NIST Handbook 150-2001,
all requirements of ISO/IEC 17025:1999, and relevant requirements of ISO 9002:1994.
Accreditation is awarded for specific services, listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

June 30, 2004

Effective through

C. D. Faison

For the National Institute of Standards and Technology
NVLAP Lab Code: 200546-0

National Institute
of Standards and Technology



National Voluntary
Laboratory Accreditation Program

ISO/IEC 17025:1999
ISO 9002:1994

Scope of Accreditation



Page: 1 of 1

AIRBORNE ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200546-0

SCIENTIFIC LABORATORIES, INC.

117 E. 30th Street

New York, NY 10016

Mr. Lance Tuckraskye

Phone: 212-679-8600 Fax: 212-679-2711

E-Mail: ltuckraskye@scilabs.com

URL: <http://scilabs.com>

NVLAP Code

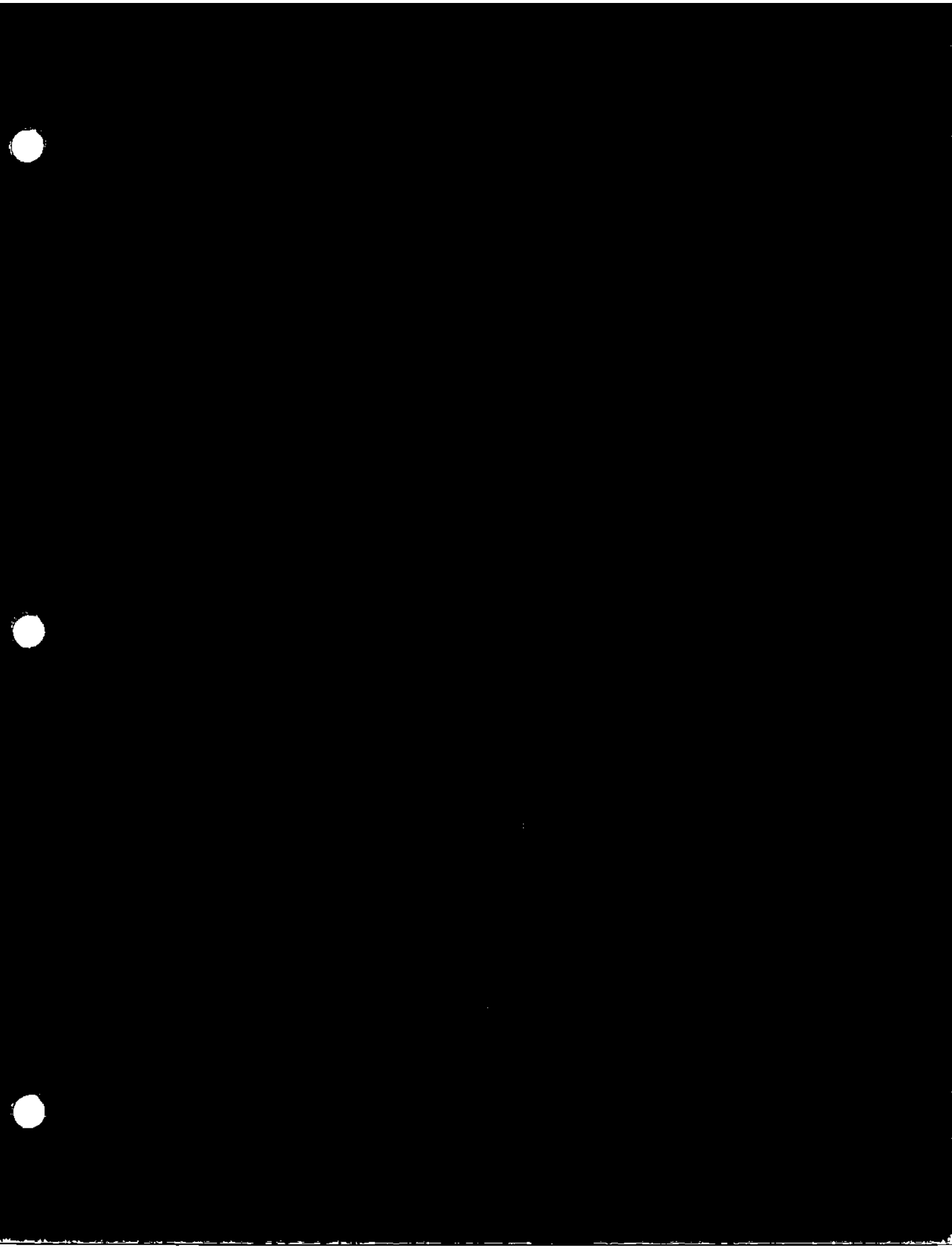
Designation

18/A02

U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

June 30, 2004

A handwritten signature in cursive script, appearing to read "C. D. Faison".



Proposal Sheets

Mohasco Mill Complex, ERP Site #B00052-4
 Implementation Of Remedial Alternative 3
 City of Amsterdam, New York
 Amsterdam, New York



Bidders Legal Name and Address:

BASE BID FORM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Price Extension
1	Mobilization and Demobilization	Lump Sum	1		
2	Site Preparation	Lump Sum	1		
3	Asbestos Abatement	Lump Sum	1		
4	Removal and disposal of hazardous waste sediment, debris, soil and abandoned drain pipe from basement of Building 7A.	Lump Sum	1		
5	Removal of debris from bed and banks of Chuctanunda Creek	Lump Sum	1		
6	Demolition of Building 36	Lump Sum	1		
7	Demolition of Building 20A	Lump Sum	1		
8	Demolition of Power House Smoke Stack	Lump Sum	1		
9	Backfilling of basements of Buildings 7, 7A, 11 and 26 with building demolition debris; demolition of remaining above-grade portions of these buildings.	Lump Sum	1		
10	Grading, debris consolidation and capping of building 36, buildings 7, 7A, 11 and 26, and the area inbetween building 36 and the group of buildings 7, 7A, 11 and 26.	Lump Sum	1		
11	Grading, debris consolidation and capping of the area west of building 20A.	Lump Sum	1		
12	Grading, debris consolidation and capping of the area south of the power house.	Lump Sum	1		
13	Debris removal, grading, and access road construction in the area south of Chuctanunda Creek, between Building 31 and the power house.	Lump Sum	1		
14	Final grading and seeding of all capped and disturbed areas.	Lump Sum	1		
15	Chain Link Fence and Gates, provide and install, complete.	Lump Sum	1		
16	Dry-stack pre-cast concrete block wall in the northern creek bank, provide and install, complete.	Square Foot of Wall Face	650		
17	Non-hazardous debris disposal, transportation and off-site disposal.	Ton	20		
18	Decommissioning of monitoring wells on-site.	Ton	20		
				TOTAL =	

Bidder's Authorized Representative:

Signature

Name (printed)

Title

Date

DEFINITIONS OF BID ITEMS.

- Item 1 Mobilization and Demobilization Lump Sum**
- Lump Sum price to cover all required material, equipment and man power needed to establish CONTRACTOR'S operations at the site, prepare to begin the actual work, and to remove all of CONTRACTOR'S operations from the site following the completion of the work.
- Item 2 Site Preparation Lump Sum**
- Lump Sum price to consolidate on site, in a location of the CONTRACTOR'S choosing that will not hinder the completion of the project, those items that are not to be buried in an area to be capped but that are currently located in areas to be disturbed by the project. Also included in this bid item is all labor, equipment and materials necessary to immediately secure access to the site so that further dumping of material does not occur during the project execution. This bid item to include the cost of providing the project sign and office trailer required by the specifications.
- Item 3 Asbestos Abatement Lump Sum**
- Lump Sum price to fully abate the asbestos containing material from buildings 36, 20A and the smoke stack. This abatement shall be completed prior to commencing demolition activities if possible. If necessary, the CONTRACTOR may obtain variances from Code Rule 56 from the New York State Department of Labor to complete this abatement work during or after building demolition if unsafe conditions exist within the buildings. In all cases, the CONTRACTOR shall be solely responsible for obtaining all permits, filing all notifications, and obtaining all variances required to complete this work in compliance with all applicable regulations.
- Item 4 Removal and disposal of hazardous waste sediment, debris, soil and abandoned drain pipe from basement of Building 7A Lump Sum**
- Lump Sum price to include all labor, equipment and materials necessary to excavate, remove and appropriately dispose of off-site, the abandoned drain pipe in the basement of building 7A, and all associated waste sediment, and debris. This material has been characterized as hazardous waste and this bid item is to include the cost for all items, e.g., personal protective equipment required for the CONTRACTOR'S staff, necessitated by this characterization. This bid item also to include any associated costs incurred by the CONTRACTOR to arrange for proper off-site disposal, and to document the final disposition of this material.
- Item 5 Removal of debris from bed and banks of Chuctanunda Creek Lump Sum**
- Lump Sum price to remove miscellaneous building debris from the banks and bed of the reach of Chuctanunda Creek that is within the project boundaries. The CONTRACTOR is responsible for obtaining all permits required to complete this work. The debris removed is to be relocated to one of the on-site areas to be capped, or shipped off-site for appropriate disposal.

Item 6 Demolition of Building 36 Lump Sum

Lump Sum price to demolish building 36. This price to include all labor, equipment and material to safely remove building 36 in accordance with the project plans and specifications, including, but not limited to, the provision of stream protection, neighboring building protection, dust control, traffic control, coordination with local agencies (e.g., police and fire) and demolition method design. This debris is to be relocated and capped under item 10 below. Asbestos abatement required at building 36 is to be included in item 3 above.

Item 7 Demolition of Building 20A Lump Sum

Lump Sum price to demolish building 20A. This price to include all labor, equipment and material to safely remove building 20A in accordance with the project plans and specifications, including the provision of stream protection as necessary, neighboring building protection, dust control, traffic control, coordination with local agencies (e.g., police and fire) and demolition method design. This debris is to be relocated and capped under item 11 below. Asbestos abatement required at building 20A is to be included in item 3 above.

Item 8 Demolition of Power House Smoke Stack Lump Sum

Lump Sum price to demolish the power house smoke stake. This price to include all labor, equipment and material to safely remove the smoke stake in accordance with the project plans and specifications, including the provision of stream protection as necessary, neighboring building protection, dust control, traffic control, coordination with local agencies (e.g., police and fire) and demolition method design. This debris is to be relocated and capped under item 12 below. Asbestos abatement required at the smoke stack is to be included in item 3 above.

**Item 9 Backfilling of basements of Buildings 7, 7A, 11 and 26 with building demolition debris; demolition of remaining above-grade portions of these buildings.
Lump Sum**

Lump Sum price to backfill the basements of buildings 7, 7A, 11 and 26 with building demolition debris generated from the demolition of building 36 and, as necessary, buildings 7, 7A, 11 and 26 themselves.

This work to be completed in accordance with the sequence of operations noted in these instructions to bidders. This bid item to include all labor and equipment necessary to manage the building debris and relocate it to the building basements in accordance with the specifications and project plans. The demolition of the above-grade portions of buildings 7, 7A, 11 and 26 is also included in this bid item.

**Item 10 Grading, debris consolidation and capping of building 36, buildings 7, 7A, 11 and 26, and the area in-between building 36 and the group of buildings 7, 7A, 11 and 26.
Lump Sum**

Lump Sum price to consolidate all debris in the area of building 36, buildings 7, 7A, 11 and 26, and the area in-between building 36 and the group of buildings 7, 7A, 11 and 26, and north of Chuctanunda Creek.

This bid item to include all effort required to relocate the debris to the areas designated to be capped and to provide and manage on the site, and install, the geotextile and earthen materials required to construct the cap in accordance with the project plans and specifications.

- Item 11 Grading, debris consolidation and capping of the area west of building 20A.
Lump Sum

Lump Sum price to consolidate all debris in the area west of building 20A, south of Chuctanunda Creek. This bid item to include all effort required to relocate the debris to the area designated to be capped and to provide and manage on the site and install the geotextile and earthen materials required to construct the cap in accordance with the project plans and specifications.

- Item 12 Grading, debris consolidation and capping of the area south of the power house.
Lump Sum

Lump Sum price to consolidate all debris in the area south of the power house, east of Chuctanunda Creek. This bid item to include all effort required to relocate the debris to the area designated to be capped and to provide and manage on the site and install the geotextile and earthen materials required to construct the cap in accordance with the project plans and specifications.

- Item 13 Debris removal, grading, and access road construction in the area south of Chuctanunda Creek, between Building 31 and the power house. Lump Sum

Lump Sum price to remove debris from area south of Chuctanunda Creek, between Building 31 and the power house, including the slope immediately adjacent to the southwest corner of building 31 which has been added to over recent years, moving the toe of the slope north to the edge of Chuctanunda Creek.

This slope shall be cut back to the south as necessary to allow for the construction of the access road called for on the project plans along the south edge of Chuctanunda Creek from the power house northeast to building 31. This item shall include the removal of debris in this area and its consolidation in the designated areas for capping. The access road shall be constructed to the details and grading shown on the project plans under this bid item.

- Item 14 Final grading and seeding of all capped and disturbed areas. Lump Sum

Lump Sum price to complete final fine grading of all capped areas and other areas disturbed by the project, and seeding of the same. This item to include the provision of top soil, as necessary to comply with the specifications, and it's placement to final grades required to achieve the grades, slopes and cap thicknesses required by the project plans and specifications. Seed shall be provided and placed as required by the project plans and specifications.

Item 15 Chain Link Fence and Gates, provide and install, complete. Lump Sum

Lump Sum price to provide and install, complete, all chain link fence and gates as called for on the project drawings and in the specifications. This price to include all work necessary to install the fence in accordance with the specifications and along the lines indicated on the project drawings, including the provision of ancillary materials, e.g., concrete to anchor the post, necessary to provide a complete and acceptable installation. The cost of associated efforts needed to allow the fence installation called for, e.g., minor brush clearing or concrete coring, is to be included in this item.

Item 16 Dry-stack pre-cast concrete block wall in the northern creek bank, provide and install, complete. Square Foot of Wall Face

Unit price per square foot of wall face installed to provide, complete and installed, a dry-stack pre-cast concrete block wall in accordance with the specifications and notations on the project drawings. This price to include all preparation of the wall area following debris removal, provision and installation of related materials such as free-draining backfill, geotextile or geogrid fabric, concrete footings, etc., necessary to install the wall in complete conformance with the manufacturer's recommendations.

Item 17 Non-hazardous debris disposal, transportation and off-site disposal. Ton

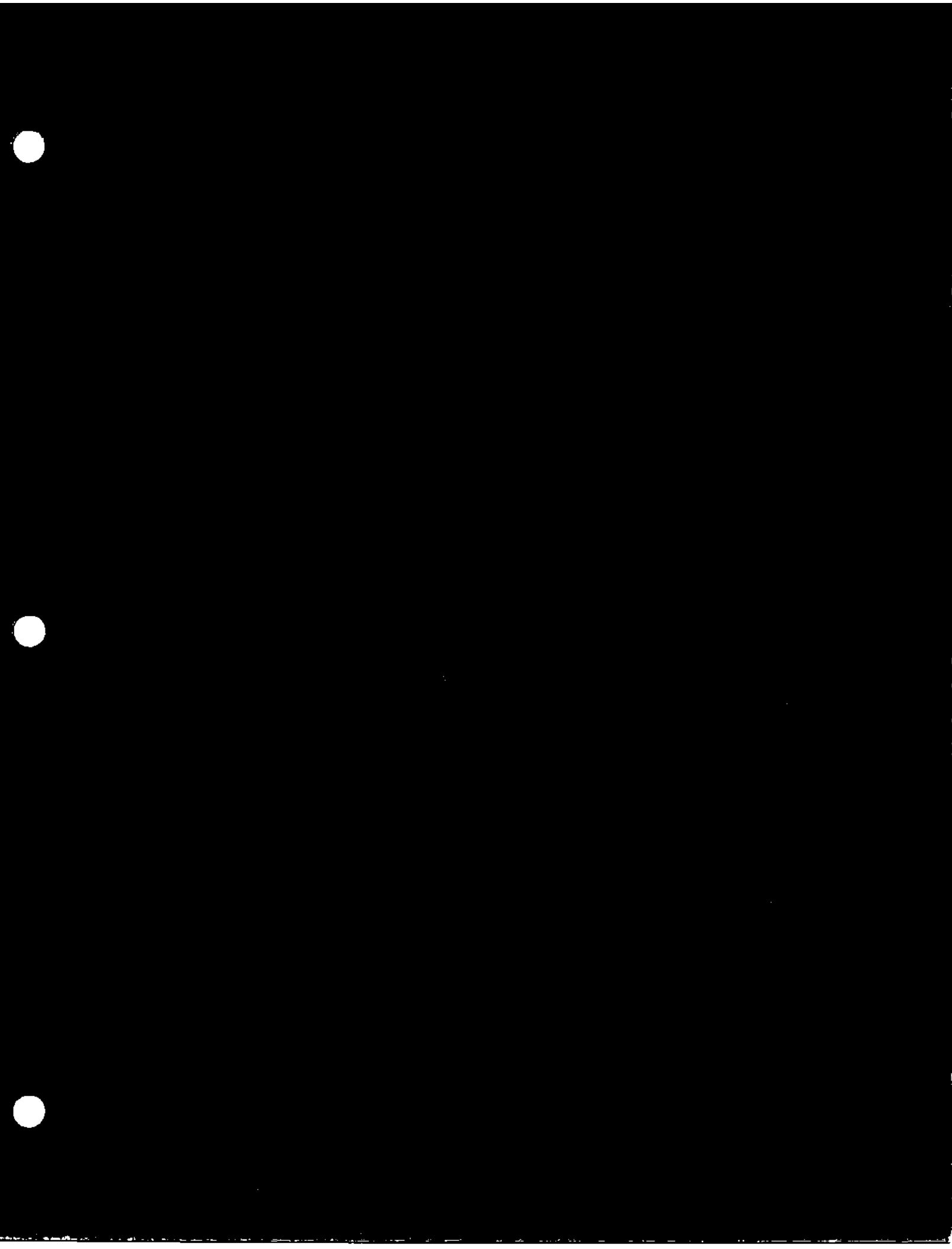
Unit Price per Ton to include all work required to manage and dispose of off-site, non-hazardous solid waste, including, but not limited to the following:

- construct stock piles if needed,
- on-site management of material (e.g., moving from excavation location to stock pile location),
- maintenance of stock pile coverings and diking during on-site storage period,
- loading of waste material and all stock pile construction materials for shipment to an approved off-site disposal facility,
- transportation and disposal fees.

No scrap metal is to be disposed of under this bid item. It is assumed that all scrap metal associated with the building demolitions and debris removal covered by this project will be removed from the project site at no cost to the CITY.

Item 18 Decommissioning of monitoring wells on-site. Lump Sum

Lump Sum price to decommission the monitoring wells tabulated on the project drawings in accordance with the applicable specifications.



Sample Forms

TO OWNER: PROJECT: APPLICATION NO: DISTRIBUTION TO: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT: PERIOD TO: PROJECT NOS: CONTRACT DATE: ☐ ☐

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$

2. Net change by Change Orders \$

3. CONTRACT SUM TO DATE (Line 1 + 2) \$

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$

5. RETAINAGE:

a. % of Completed Work (Columns D + E on G703) \$

b. % of Stored Material (Column F on G703) \$

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$

8. CURRENT PAYMENT DUE \$

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date:

State of: County of:

Subscribed and sworn to before me this day of

Notary Public: My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

WORK CHANGE DIRECTIVE

(Instructions on reverse side)

No. _____

PROJECT

DATE OF ISSUANCE EFFECTIVE DATE

OWNER

OWNER's Contract No.

CONTRACTOR ENGINEER

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in
Contract Price:

☐ Unit Prices

☐ Lump Sum

☐ Other _____

Method of determining change in
Contract Times:

☐ Contractor's records

☐ Engineer's records

☐ Other _____

Estimated increase (decrease) in Contract Price:

\$ _____

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: _____ days;

Ready for final payment: _____ days.

If the change involves an increase, the estimated times are not to be exceeded without further authorization.

RECOMMENDED:

ENGINEER

By: _____
(Authorized Signature)

AUTHORIZED:

OWNER

By: _____
(Authorized Signature)

CHANGE ORDER

(Instructions on reverse side)

No. _____

PROJECT

DATE OF ISSUANCE EFFECTIVE DATE

OWNER

OWNER's Contract No.

CONTRACTOR ENGINEER

You are directed to make the following changes in the Contract Documents.

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ _____	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ days or dates
Net changes from previous Change Orders No. ____ to No. ____ \$ _____	Net change from previous Change Orders No. ____ to No. ____ _____ days
Contract Price prior to this Change Order \$ _____	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ days
Contract Price with all approved Change Orders \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

EJCDC No. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.