

FORMER AL-TECH SPECIALTY STEEL ON-SITE STRUCTURES (OU3) REMEDIAL ACTION

Town of Colonie, Albany County, New York
Inactive Hazardous Waste Site Number 401003

September 25, 2020

ADDENDUM No. 4

TO CONTRACT D011842



Department of
Environmental
Conservation

Prepared by:

New York State Department of Environmental Conservation
Division of Environmental Remediation

and

AECOM USA, Inc.



ATTACHMENT A

Announcement, Questions and Responses

**ATTACHMENT A
ANNOUNCEMENT, QUESTIONS AND RESPONSES**

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Announcement:

Bidders who received a Bid Envelope with the original Bid Opening date of September 15, 2020 @ 11:00 printed on the lower left label should cross out this date and enter the amended date of **October 13, 2020 @ 1:00 PM** below the text "BID SUBMISSION – DO NOT OPEN".

Written Questions received through Close of Business September 22, 2020

Question 1: Throughout the Asbestos Abatement Plans & Section drawings (Dwgs. No. AA-01 through AA-09A), Key Note A6 denotes asbestos contaminated dust & debris for remediation under the asbestos scope. Several questions regarding this note and condition:

- a. It was stated at the prebid that the areas denoted by Key Note A6 are considered an incidental disturbance, under NYSDOL standards. Are incidental disturbance reports to be provided or are the referenced drawings intended to satisfy that requirement? NYSDOL will require these for the variance petition.

Response 1a: The Contract Documents satisfy this requirement.

- b. It was stated at the prebid that the contractor is also required to clean up exterior asbestos debris (including mixed ACM/PCB material from delaminating galbestos) throughout the entire site. Please clarify:
 - i. Is this, in fact the requirement? Entire property within the fence line, all visible "suspect" debris?

Response 1b. i.: The CONTRACTOR is required to clean up exterior asbestos debris (including mixed ACM/PCB material from delaminating galbestos) within the limits of work designated in the Contract Documents.

- ii. Is the contractor responsible to clear brush, vegetation, non-ACM debris, equipment, etc. in order to seek and clean up this debris?

Response 1b. ii.: Yes.

- iii. Who is responsible if an area is completed & accepted but additional debris is later discovered, or further deterioration re-contaminates the area?

Response 1b. iii.: The CONTRACTOR shall sequence work to prevent re-contamination. If additional ACM debris is discovered in areas that were demolished and re-contaminated,

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then the debris must be characterized and segregated for appropriate disposal or recycling as per the Contract Documents.

iv. Would this exterior cleaning be subject to all of the parameters of Key Note A6 (e.g. up to 3” of soil removal, cleaning of all surrounding structures as “contaminated”)?

Response 1b. iv.: No.

c. At the prebid meeting, it was expressed that the objective is to extract only visible ACM debris from floors & debris piles throughout the designated areas. However, the Asbestos Abatement Legend references all dust & debris from all surfaces, plus removal of dirt to a depth of “1 to 3 inches”.

i. Which of these disparate descriptions is the specification requirement?

Response 1c. i.: The CONTRACTOR is required to extract all visible ACM debris from floors and debris piles in accordance with the Contract Documents. The CONTRACTOR shall characterize and remove all materials for proper segregation, disposal, and/or recycling. All dust must be controlled as per the Contract Documents. All concrete floors shall be cleaned and decontaminated as per the Contract Documents.

ii. Is the intent to remove all dust, dirt & debris down to the concrete or other hard substrate?

Response 1c. ii.: Yes.

d. Where there exist large piles of brick/masonry rubble, are these piles considered asbestos-contaminated?

Response 1d.: Potentially, especially where debris piles are situated near or beneath known friable ACM.

i. If the Response to the above is “yes”, Is the asbestos remediation for these piles to include:

1. Removal of visible asbestos debris on surface only?

Response 1d. i. 1.: No.

2. “Sifting” the piles to look for visible debris that may be intermixed throughout the piles?

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Response 1d. i. 2.: Yes.

3. asbestos debris limited only to that shown to be ACM by analysis, or does it also include suspect material?

Response 1d. i. 3.: Both. ACM analysis will aid in identifying suspect materials.

4. Handling, cleaning, washing, and/or inspection of the individual bricks before they may be categorized as non-asbestos waste?

Response 1 d. i. 4: Refer to Response 1d. i. 3.

5. Removal & cleaning of debris, dust & dirt reasonably presumed to be present beneath the piles?

Response 1d. i. 5: Yes.

e. Are the requirements of Key Note A6 applicable to water, debris, sludge, fill materials, etc. in pits, where they may exist within the hatched areas?

Response 1e.: Yes.

f. For cleaning of structural steel, ledges, walls, and the like, are there any restrictions on the means & methods, assuming those are in compliance with applicable regulations?

Response 1f.: No.

g. Whatever the specification is ultimately clarified to be, will NYSDEC grant a change order in the event that NYSDOL rejects (or significantly modifies via additional conditions) the variance petition?

Response 1g.: Bid as specified. Refer to Contract Documents. The CONTRACTOR shall comply with all requirements necessary to complete the work according to the Contract Documents.

Question 2: The successful bidder is required to obtain any site-specific variances for the work

a. Is the contractor "at risk" for obtaining the necessary variance(s)?

Response 2a.: The ENGINEER and the DEPARTMENT will assist the CONTRACTOR with NYSDOL variance applications, if necessary and appropriate. However, the CONTRACTOR is responsible for submitting the application(s), as well as providing a NYSDOL certified Asbestos Project Designer to sign off on any variance application(s).

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- b. Would NYSDEC permit the contractor to submit the variance petition prior to award and make the contract award contingent on if the variance petition is approved without significant modification by NYSDOL?

Response 2b.: No.

- c. Will the Owner/Owner's Representative approve use of any variance means & methods approved by NYSDOL, provided that the variance methods comply with EPA, OSHA, NYSDEC and other applicable regulations?

Response 2c.: Yes.

Question 3: Is all wastewater generated during this work (including that pumped from pits & basements, recharge water from surface or subsurface sources, rinse water from cleaning, water from personnel & equipment decontamination, etc.) to be classified and handled as asbestos contaminated? If yes:

- a. The wastewater treatment schematic on Drawing No. P-01 only shows filtration down to 10 microns. The NYSDOL standard is 5 micron filtration. Correct to surmise that all of the water must be filtered down to 5 microns prior to discharge?

Response 3a: Yes.

- b. Can the 5 micron filtration step be sequenced earlier in the wastewater treatment process, so that the downstream treatment stages are not impacted by asbestos contamination (e.g. asbestos certification required for system technicians, handling & disposal of granular carbon media, vessels, piping, oils, etc. as asbestos-contaminated)?

Response 3b: Yes.

Question 4: No matter the case, waste transportation and disposal will be a disproportionate amount of the project costs. There may not be suitable, qualified vendors for waste T&D who are MBE/WBE/SDVOB. Likewise, with the disposal cost, it may prevent the prime contractor from "self-performing" 60% of the scope. Would NYSDEC consider calculating these participation percentages based on the value of the on-site work only, excluding the T&D component?

Response 4: As indicated in Addendum No. 1, Part P – Miscellaneous, the requirement that the CONTRACTOR subcontract not more than 40% of work is not applicable to Transportation and Disposal. Regarding minority enterprises, Bidders are encouraged to contact the Mr. Jamie Thompson in the Bureau of Minority and Women's Business Programs (518) 402-9252, or the Division of Minority and Woman Business Development (518) 282-5250 to discuss methods of maximizing participation by MWBEs on the Contract.

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Question 5: Per ICR 56, neither the abatement contractor nor demolition contractor (performing controlled asbestos demolition) can contract the Project Monitoring and Air Sampling, who will be responsible to contract those services and has the Project Monitoring consultant already been determined?

Response 5: The ENGINEER will provide Asbestos Project Monitoring and Air Sampling on behalf of the DEPARTMENT for this Project.

Question 6: Is full 40-hour HAZWOPER certification required for all abatement & demolition personnel working on site, regardless of task?

Response 6: Yes.

Question 7: Where multiple contaminants (PCBs, metals, characteristic wastes, listed wastes, radioactive materials, etc.) are comingled with asbestos waste, there may be conflicting regulatory standards for handling and disposal. If this occurs, who is responsible for determining what entity/regulation takes precedence?

Response 7: The ENGINEER will conduct Construction Inspection and make determinations in consultation with the DEPARTMENT. CONTRACTOR shall be responsible for seeking any necessary determinations as outlined in Contract Documents.

Question 8: At the prebid, it was discussed that the Watervliet area is subject, at times, to extraordinary levels of regulatory attention due to proximity of NYSDOL inspectors and past issues at this site in particular. While everyone can agree that the work should be proceeding in compliance, everyone can also agree that simply hosting & participating in a regulatory inspection includes some level of impact on productivity. If regulatory inspections, absent any ongoing compliance issues, are excessive (e.g. more than 1 per week), can this be considered out-of-scope and subject to additional cost?

Response 8: No.

Question 9: In the historical record documents included on the ftp site, past abatement work associated with the Melt Shop demolition experienced numerous regulatory issues. On the past project, NYSDOL determined that ALL of the galbestos panels were weather to the point where they must be classified as friable. Is this also the case for the current project?

Response 9: Yes.

Question 10: The 24-hour security required, is that manned security or video surveillance? Can you please further define?

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Response 10.: 24-hr manned security is required. Video surveillance can also be used to supplement security requirements.

Question 11: Is CAMP monitoring the only Air Quality monitoring the required by the contractor, as asbestos air monitoring is usually provided by the owner?

Response 11: The ENGINEER will provide Asbestos Project Monitoring and Air Sampling on behalf of the DEPARTMENT for this Project.

Question 12: If trucks remain on existing asphalt and concrete slabs will they still required to exit through truck wash? If so, this will be a difficult task in freezing conditions.

Response 12.: All equipment and vehicles which have entered the exclusion zone(s) must exit through a truck wash.

Question 13: What are the contents or estimated quantities in the AGST?

Response 13.: Bidders should refer to Contract Documents Section IV – Supplementary Bidding Information and Requirements, Article 5 – Other Available Documents.

Question 14: Does the Contractor need to repair any damage that may occur to the slab during demolition? Such as cracked slabs, column line depressions, depressions from heavy equipment etc.?

Response 14.: The CONTRACTOR is responsible to maintain the slab in current condition or fill with approved materials where necessary to achieve the requirements of a cover system meeting Commercial standards.

Question 15: Can you please further clarify or quantify the estimated amount of contaminated soil from the UGST? Is there soil boring information available in these locations, as different classifications of soil will increase or decrease volumes of material.

Response 15.: Bidders should refer to Contract Documents Section IV – Supplementary Bidding Information and Requirements, Article 5 – Other Available Documents.

Question 16: Will silt sock be an acceptable replacement for silt fence in areas where pavement and concrete slabs remain?

Response 16.: Silt socks are appropriate on hard surfaces only.

Question 17: Galbestos samples from siding in place contained PCBs >50 ppm in 3 of the 28 samples. These 3 samples were located on 3 separate building. Drawings C-01 to C-09 when Galbestos was present, indicates the Waste Category ID as (A) Non-Hazardous Waste, (B) Hazardous Waste, (C) TSCA/PCB Designated Waste, and (ACM) Asbestos Containing Material.

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Can the Galbestos siding be disposed of as a Non-Hazardous, Non-Friable ACM and PCB Bulk Product Waste?

Response 17: Galbestos siding shall be disposed in accordance with analytical testing results to be performed by CONTRACTOR, and applicable regulatory requirements.

Question 18: Window caulk sampling resulted in the presence of PCBs in 14 of the 25 samples ranging from 1.4 to 42.2 ppm. One sample contained PCBs >50ppm. Do we assume that all buildings contain window caulk with PCBs >50ppm or can the building with one sample >50ppm be handled separately? If we have to assume that all window caulk is handled as PCBs >50, Can windows with caulk be disposed of as a Non-Hazardous, Non-Friable ACM, PCB Bulk Product Waste?

Response 18: Caulking materials may be segregated based upon waste characterization determination through appropriate analytical testing performed by CONTRACTOR, and in accordance with applicable regulatory requirements.

Question 19: Drawing G03 note 4 Site Security. Does the existing site fencing (once repaired) meet the requirement of this note?

Response 19: Yes. However, additional fencing may be required to establish designated work zones, or to establish fencing in areas where it is not currently present.

Question 20: Drawing G03 Note 2 – does this note require an actual full time Security person to be on site at all times the contractor is not working on site?

Response 20: Yes.

Question 21: Are there any analytical test results available for the TENORM materials?

Response 21: Bidders should refer to Contract Documents Section IV – Supplementary Bidding Information and Requirements, Article 5 – Other Available Documents.

Question 22: Who is responsible to pay for the NYS DOL ICR 56 required project and air monitoring?

Response 22: The ENGINEER will provide Asbestos Project Monitoring and Air Sampling on behalf of the DEPARTMENT for this Project.

Question 23: If the estimated unit quantities provided on the bid form are greater than or less than those as estimated, will the contract price be adjusted by Change Order, accordingly?

Response 23: Refer to Section XII - Measurement for Payment and Contract Documents Section VIII Article 11.2. The scope of work undertaken by the DEPARTMENT necessitates

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the flexibility to fully remediate contamination during remedial activities, which is generally accomplished by demolition, removal, excavation or other tasks identified in the Contract Documents including waste characterization and/or confirmatory sampling. In limited circumstances, Section VIII, Article 11 may authorize an adjustment for unit pricing due solely to a variation in these quantities. This clause is the sole remedy for any quantity variation. Note that Section VIII, Article 11.2.2 states, "Unless otherwise provided by the Contract Documents, the estimated quantities of Unit Price Work are not guaranteed and are solely for the purpose of comparing Bids and determining the initial Contract Price." Any unit price adjustment must reflect only reduced performance costs due to economies of scale on overrun units or increased performance costs experienced due to lost efficiency on underrun units. The profit or loss component on each unit of the actual quantity is fixed at the time of contract formation. The clause cannot be used to reprice the contract under the guise of making an equitable adjustment. Unless the nature of the work has changed from that in the Contract Documents, the contract unit price applies to the entire actual quantity except for as described herein.

Question 24: Spec section 13 49 00 Part 1.3D: Will the DEC provide the Certified Health Physicist required by this section for supervision of the waste removal and demolition work?

Response 24: Yes. The ENGINEER will provide a Certified Health Physicist for all work areas with known or suspected TENORM present. The CONTRACTOR is responsible for dosimeter monitoring for all personnel working in these areas.

Question 25. In Addendum #1 it is inferred by the responses to Questions #7 & #8 that there will be both PCB Bulk Product waste and PCB Remediation waste. Since there is no EPA involvement in the project (Response to Question #9) then the disposal of PCB Remediation waste will have to be performed under the requirements of 40 CFR 761.61(b) Performance-based disposal which expressly limits the types of facilities authorized for disposal, principally TSCA permitted or facilities with a Coordinated Approval. Question: Can the engineer identify the estimated quantities of PCB Bulk Product waste and PCB Remediation waste separately?

Response 25: No. Bid as specified and refer to the Contract Documents.

Question 26: Under the 40 CFR 761.61(b) Performance-based disposal requirements there is no authorization for < 50 mg/kg PCB Remediation waste to be disposed at a Subtitle D landfill. If, however there has been a definitive determination that all PCB contamination occurred prior to April 18, 1978 then by the definition of PCB Remediation waste (40 CFR 761.3) PCB concentrations < 50 mg/kg are not regulated under TSCA. a) Question: Has the determination been made that all PCB contamination related to PCB Remediation waste occurred prior to April 18, 1978? b) Question: If the Response is Yes, specify whether the < 50 mg/kg PCBs are regulated under TSCA?

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Response 26a: No. The materials are regulated under TSCA.

Question 27: Bid item #UC-5 is described as Hazardous Waste and in Addendum #1, the response to question #10 indicated some “hazardous waste will contain asbestos”. Hazardous waste may or may not require some form of stabilization / treatment to comply with LDR (Land Disposal Restrictions). To determine what LDR requirements apply is a direct function of whether the waste is a characteristic waste or a Listed waste. For a Listed waste only the identified “Hazardous Constituents” need to be quantified and then may require treatment based on the testing results as compared to Characteristically hazardous waste where all applicable UHC’s (Underlying Hazardous Constituents) need to be identified and are potentially subject to treatment when compared to the Universal Treatment Standards. Further compounding this bid item are the variables of asbestos and potentially PCBs. RCRA treatment facilities are not necessarily capable of treating RCRA hazardous waste that contains asbestos due to the OSHA regulatory requirements as they pertain to asbestos and may not be permitted to accept TSCA regulated PCBs. a. Question: Can this bid item be further broken down by Listed waste versus Characteristic waste? b. Question: Can the quantities that will contain asbestos be specified? c. Question: Can the quantities of Hazardous waste that will also contain PCBs be specified?

Response 27: a. No. Bidders should refer to Contract Documents Section IV – Supplementary Bidding Information and Requirements, Article 5 – Other Available Documents. Bid as specified. b. ACM quantities are listed in the Contract Documents. c. Bidders should refer to Contract Documents Section IV – Supplementary Bidding Information and Requirements, Article 5 – Other Available Documents.

Question 28: Bid item #UC-6 is described as Hazardous Debris. The same concerns arise as stated in Question #3 previously. a. Question: Can this bid item be further broken down by Listed waste versus Characteristic waste? b. Question: Please specify the quantities that will contain asbestos? c. Question: Please specify what quantities of Hazardous waste will also contain PCBs?

Response 28: a. No. Bid as specified. b. ACM quantities are listed in the Contract Documents. Bid as specified. c. All available information is included in the Contract Documents and the Limited Site Data Document. Bid as specified.

Question 29: Bid item #UC-7 is described as TENORM. In Addendum #1 the TENORM waste is described as primarily ceramics and firebrick. a. Question: Has the TENORM waste been tested for any RCRA hazardous contamination or PCB contamination? b. Question: If so, please clarify and specify whether the TENORM waste will carry any hazardous waste codes?

Response 29: a. and b. Bidders should refer to Contract Documents Section IV – Supplementary Bidding Information and Requirements, Article 5 – Other Available

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Documents. Determination of appropriate waste codes and disposal facilities will be the responsibility of the CONTRACTOR.

Question 30: Bid item #UC-9 is described as ACM-Hazardous. a. Question: Does hazardous mean it will carry a hazardous waste code? b. Question: If Yes, please specify what waste code or codes may apply? c. Question: Is this bid item the Galbestos waste? d. Question: Are the Galbestos panels that are still intact and attached to the structures classified as PCB Bulk product or PCB remediation waste?

Response 30: a. and b. Yes. Galbestos panels could be painted with lead paint and designated as D008. Bidders should refer to Contract Documents Section IV – Supplementary Bidding Information and Requirements, Article 5 – Other Available Documents. c. Some of the Galbestos waste is included in Bid Item #UC-9. d. PCB Bulk product waste.

Question 31: If a bidding contractor utilizes the tonnage (of structural steel) listed, and factors it into their salvage value, there would be a gross shortage (if actual quantities are substantially less). How should contractors proceed with the tonnages (of structural steel) that are listed for each structure?

Response 31: Bid as specified.

Question 32: Drawing # G-08, Removal of Dust Procedures. Will the NYSDEC allow for alternative methods others than the one listed, i.e. washing and collection of water vs. HEPA vacuuming?

Response 32: Bid as specified.

Question 33: Drawing # G-08, Removal of Dust Procedure. Considering the volume of bulk debris on the floors, will the NYSDEC allow for alternative methods other than the one listed, i. e. skid-steer with buckets and wet brooming vs. HEPA vacuuming?

Response 33: Bid as specified.

Question 34: Our opinion from sitewalk is that existing AP-1 and AP-2 concrete tanks are unusable. We would substitute frac tanks. Please confirm that this is acceptable.

Response 34: See Contract Documents Section III, Article 7. Bid as specified.

Question 35: Attachment A – SPDES Permit Program Requirements appears to include raw water data from the site, but does not indicate discharge limits. Are sampling frequency requirements and discharge limits available?

Response 35: The approved SPDES Permit is included herein as Attachment B.

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Question 36: Have the metals that may require treatment prior to discharge been identified?

Response 36: The Bidder shall consider dissolved metals concentrations reported from analytical testing of water from pits and vaults and the Bidder's means and methods to determine the need for additional metals treatment. Note, suspended solids and sediments must be allowed to settle out prior to treatment as per the Contract Documents. Post-treatment testing analytical results can also be used by the CONTRACTOR to determine any additional treatment requirements needed to meet the applicable discharge limits.

Question 37: 44 00 05 Part 1.2 – What information is required by the “Contact Water Collection and Treatment Demonstration Test Report”?

Response 37: Reporting shall comply with 6 NYCRR 750-2.5 Routine monitoring, recording, and reporting.

Question 38: Is preparation and submittal of discharge monitoring reports during project execution the contractor's responsibility?

Response 38: Yes.

Question 39: 44 00 05 Part 3.4.A.15 - How often will pre-discharge verification sampling be required?

Response 39: Refer to SPDES Permit requirements. The approved SPDES Permit is included herein as Attachment B.

Question 40: Is there a prevailing wage rate for a security guard? We have searched and have not come up with a rate.

Response 40: Yes. Please refer to the attached New York State Department of Labor Article 9 Prevailing Wage Rate Schedule (Attachment C).

Question 41: Section III, Article 5.a:
Is this a complete list of all submittals required with the bid?

Response 41: Yes.

Question 42: Section III, Article 6:
The language in this section is inconsistent with discussions at the pre-bid conference where it was mentioned that bid bonds may be held for up to 5 months - please clarify.

Response 42: Bidders should refer to Contract Documents Section III – Bidding Information and Requirements, Article 6 for relevant requirements.

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Question 43: Section V:

Which forms/pages must be submitted with the bid?

Response 43: Bidders should refer to Contract Documents Section III – Bidding Information and Requirements, Article 5a. which requires execution of forms included in Section V – Bid Forms and Acknowledgements, Article 1.

Question 44: Section VIII, Article 5.3.1:

Are bids to be based on a 40 hour work week or can the Contractor base their bid on working overtime?

Response 44: See Contract Documents Section VIII – General Conditions, Article 5.3

Question 45: Section VIII, Article 5.17:

Is the Contractor responsible for repairs to asphalt roadways, building slabs, etc.?

Response 45: The CONTRACTOR is responsible to maintain all asphalt roadways; and concrete slabs are to be maintained in current condition or filled with approved materials where necessary to achieve the requirements of a cover system meeting Commercial standards.

Question 46: Spec Section 13 49 00:

Should the Contractor assume that all scrap metals are not TENORM and will be acceptable for recycle?

Response 46: Yes.

Question 47: The specification calls for a Certified Health Physicist at the site; Would a Certified Industrial Hygienist be an acceptable substitution as we believe it is a more useful and appropriate qualification to be required at the site.

Response 47: Refer to Specification Section 01 35 29 (Section 1.2 A) and 01 35 29.13 (Section 1.3) for CONTRACTOR'S Health and Safety Plan and Health and Safety Organizational Requirements with regard to the Certified Industrial Hygienist. The ENGINEER will provide a Certified Health Physicist (CHP) for all work areas with TENORM and conduct onsite radiation monitoring. The CONTRACTOR is responsible for dosimeter monitoring for all personnel working in these areas. The CONTRACTOR does not need to provide an additional CHP.

Question 48: Is there a breakdown of quantity of each Hazardous Waste code that should be utilized for bid purposes as it is broken out in the specification.

Response 48: No. Bid as specified.

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Question 49: Also, as a follow up to this question, the specification states that AECOM will provide the CHP; is both the contractor and AECOM supposed to have a CHP on site? Or is it just the responsibility of AECOM

Response 49: The ENGINEER will provide a Certified Health Physicist for all work areas with TENORM and conduct onsite radiation monitoring. The CONTRACTOR is responsible for dosimeter monitoring for all personnel working in these areas. The CONTRACTOR does not need to provide an additional CHP.

Question 50: Is it the intent to place the structures under negative pressure while performing interior clean up? Or is any means and methods acceptable? Provided that there would be a state approved site variance.

Response 50: The Contractor shall determine appropriate means and methods in accordance with appropriate regulations, to be approved by NYSDOL.

Question 51: Drawing C-08 has a Material Call-Out for Material ID #32-10 - Sludge in pit. However, in the summary table for Building 32 Material ID 32-10 states Loose Paint. Please clarify.

Response 51: Material ID #32-10 is Loose Paint. Call-out of Sludge in Pit should be #32-17 with estimate quantity of two (2) cubic yards.

Question 52: The Asbestos Survey Table 3-1 shows positive results for ACM in Buildings 20, 29, 37, 39, 41, G, T6, and T8. However, these are not shown on the contract drawings as structures to be demolished. Do these buildings still require abatement?

Response 52: Demolition and abatement of the referenced Buildings and Transformer pads are not included in this Contract bid at this time.

Question 53: Specification section 02 51 41 is referred to in Table 02 24 23-1. This spec section is not provided in the bidding documents. Please provide or clarify?

Response 53: Table 02 24 23-1 inadvertently referenced Specification Section 02 51 41. The Table was revised to correct the Specification reference to 01 74 19. Please see the attached revised Table 02 24 23-1 (Attachment D).

Question 54: Regarding the 9500 ton of steel can you please provide your method of analysis? If there is hypothetically 2500 ton of steel would the state be responsible for the difference in quantity?

Response 54: Quantities were determined by field measurements, LIDAR survey and CADD Civil 3D modelling. See Response 23.

Question 55: The project drawings indicate the location of the pits and the volume of water in the building. Can you please provide the depth of the pits?

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Response 55: Where known, pit depths are depicted on the profiles included in the Contract Drawings.

Question 56: Please confirm which buildings and associated material IDs contains the K061 and K062 waste.

Response 56: Building 36 was known to contain K062 waste. All Buildings that housed Electric Arc Furnaces or Vacuum Arc Re-melting operations may contain K061 waste.

Question 57: Please provide a copy of the current approved SPDES permit.

Response 57: A copy of the SPDES Permit is included herein as Attachment B.

Question 58: Can the galbestos roofing and siding be demolished via controlled demolition with non-friable asbestos in place?

Response 58: The Contractor shall determine appropriate means and methods in accordance with applicable regulations to be approved by NYSDOL.

Question 59: Please clarify the intent of the cleanup activities for the friable incidental asbestos disturbances in the buildings. It was stated by AECOM during the tours of the buildings that this will be a surface cleanup of visible friable debris only. This is not the typical procedure for this type of work. What relief has been granted in the past for similar projects? Can we be provided with similar previous site-specific variance file numbers for reference?

Response 59: The Contractor is required to remove all visible ACM debris from floors and debris piles in accordance with the Contract Documents. The Contractor shall characterize and remove all materials for proper segregation, disposal, and/or recycling. All dust must be controlled as per the Contract Documents.

Question 60: Considering there are multiple issues regarding the incidental/historical disturbances of friable asbestos containing materials along with the delaminated galbestos materials being described as "dust" which can be considered a friable material, is it possible to have AECOM USA, Inc. prepare and submit a Site-Wide Site Specific Variance from the NYSDOL and EPA for this project? This would assist in leveling the bids as each contractor would be bidding the same procedures as set forth in the site-specific variance.

Response 60: No. The ENGINEER and the DEPARTMENT will assist the CONTRACTOR with NYSDOL variance applications, if appropriate. However, the CONTRACTOR is responsible for submitting the application(s), as well as providing a NYSDOL certified Asbestos Project Designer to sign off on any variance application(s).

Question 61: Drawing G-02: Asbestos Abatement Legend Note A6: Please identify whether this note is identifying the dust and debris to be friable or non-friable asbestos containing materials.

Response 61: Friable ACM.

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Question 62: Specification Section 02 82 13 – Asbestos Abatement – 3.4 Project Air Sampling, Monitoring and Analysis – B. “All required area air sampling shall be performed by an independent third-party retained by the Contractor under separate contract.” NYSDOL ICR-56 prohibits an Asbestos Abatement Contractor from hiring a third-party Air Monitoring Firm. Our firm is bidding as a Prime and will self-perform the asbestos abatement work. Please clarify.

Response 62: The ENGINEER will provide Asbestos Project Monitoring and Air Sampling on behalf of the DEPARTMENT for this Project.

Question 63: Drawing AA-05 Asbestos Abatement Schedule – Building 7 Indicates 600 SF of White/Gray Window Glazing for abatement. Referring to page 22 of the MACTEC Limited Hazardous Building Materials Survey, Table 4.3, Sample # 7-01 shows window glaze to be ND – None Detected for asbestos. Please Clarify.

Response 63: An additional asbestos survey was conducted by the DESIGN ENGINEER in 2019. Results are included in the Summary Report Waste Characterization (URS May 2020) referenced in Section IV, Article 5.

Question 64: Drawing AA-04, Asbestos Abatement Schedule – Building 11 references White/Gray Window Glazing 300 SF and Floor Debris 1,000 LF. MACTECH Limited Hazardous Building Materials Survey does not reference this building. Please Clarify.

Response 64: See Response 63.

Question 65: Drawing AA-01, Asbestos Abatement Schedule – Building 15 references White/Gray Window Glazing 30 SF. MACTECH Limited Hazardous Building Materials Survey does not reference this building. Please Clarify.

Response 65: See Response 63.

Question 66: Drawing AA-01, Asbestos Abatement Schedule – Building 17 shows white/gray window glazing 4,000 SF. No samples of this material are included in MACTECH Limited Hazardous Building Materials Survey in the Building 17 Sample Summary Table 4.9. Please Clarify.

Response 66: See Response 63.

Question 67: Drawing AA-01, Asbestos Abatement Schedule – Building 18 shows Gray Duct Insulation Paper 2 SF. No samples of this material are included in MACTECH Limited Hazardous Building Materials Survey in the Building 18 Sample Summary Table 4.10. Please Clarify.

Response 67: See Response 63.

Question 68: Drawing AA-01, Asbestos Abatement Schedule – Building 19 shows Gray Gasket Debris 3 SF. MACTECH Limited Hazardous Building Materials Survey has no information for this building. Please Clarify.

Response 68: See Response 63.

**ATTACHMENT A
ANNOUNCEMENT, QUESTIONS AND RESPONSES**

**REMEDIAL CONSTRUCTION AT THE
AL TECH SPECIALTY STEEL SITE
CONTRACT NO. D011842**

Question 69: Building 20: MACTECH Limited Hazardous Building Materials Survey shows Floor Tile 2,500 SF. AA series drawings do not include this building. Please Clarify.

Response 69: Demolition and abatement of Building 20 is not included in this Contract bid at this time.

Question 70: Drawing AA-06, Asbestos Abatement Schedule shows White/Gray Window Glazing 100 SF. MACTECH Limited Hazardous Building Materials Survey Table 4.13 Asbestos Sample Summary – Building 22 sample # 22-03 – window glaze to be ND and sample # 22-09 window caulk to be trace. Please Clarify.

Response 70: See Response 63.

Question 71: Drawing AA-07, Asbestos Abatement Schedule – Building 23 shows Window Glazing 700 SF. MACTECH Limited Hazardous Building Materials Survey Table 4.14 Asbestos Sample Summary Table – Building 23, Sample # 23-18 window glaze shows ND. Please Clarify.

Response 71: See Response 63.

Question 72: Drawing AA-07, Asbestos Abatement Schedule – Building 23 shows Gray Door Caulking 20 SF. MACTECH Limited Hazardous Building Materials Survey Table 4.14 Asbestos Sample Summary Table – Building 23, Sample # 23-13 door caulk shows ND. Please Clarify.

Response 72: See Response 63.

Question 73: Building 29: MACTECH Limited Hazardous Building Materials Survey shows positive asbestos containing materials. AA series drawings do not include this building. Please Clarify.

Response 73: Demolition and abatement of Building 29 is not included in this Contract bid at this time.

Question 74: Specification section 13-49-00 Management of Radioactive Materials. Section 1.2A states that the DEC will provide a third-party health Physicist to monitor the work. Section 1.3 C states that the Contractor is responsible to provide a health physicist for the demolition and removal process. Can you please clarify the roll of each health physicist and what their perspective responsibilities will be on the project?

Response 74: AECOM will provide a Certified Health Physicist for all work areas with TENORM and conduct onsite radiation monitoring. The Contractor is responsible for dosimeter monitoring for all personnel working in these areas. The Contractor does not need to provide an additional CHP.

ATTACHMENT B

SPDES Permit Equivalent

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Water Permits

625 Broadway, Albany, New York 12233

www.dec.ny.gov

MEMORANDUM SPDES Permit Equivalent

TO: Benjamin Rung, P.E, DER
FROM: Carol Lamb-Lafay, P.E. Bureau Director, Bureau of Water Permits, DOW
SUBJECT: SPDES Permit Equivalent: Al Tech Specialty steel in Colonie (Watervliet), DER Site ID# 401003
DRAINAGE BASIN: 13 / 01
DATE: July 27, 2020

In response to your request dated May 13, 2020, attached please find the effluent limitations and monitoring requirements for the above noted remediation discharge.

The discharge consists of treated water from numerous vaults, pits and utility chases in addition to decontamination and dust suppression fluids. It is anticipated that all water will be treated by an onsite treatment system and treated wastewater will be discharged to the Kromma Kill immediately adjacent to the site. The treatment system consists of Coarse filter, Fine filter, Oil & water Separator, metal removal (such ion exchange or polymer) and Granular Activated Carbon filter.

The DOW does not have any regulatory authority over a discharge from a State, PRP, or Federal Superfund Site. DER will be responsible for ensuring compliance with the attached effluent limitations and monitoring requirements, and approval of all engineering submissions. Footnote 1 identifies the appropriate DER contact person who will receive all effluent results, engineering submissions, and modification requests. The Regional Water Engineer should be kept apprised of the status of this discharge and, in accordance with the attached criteria, receive a copy of the effluent results for informational purposes.

If you have any questions, please call Rashid Ahmed , P.E. at 518-402-8113.

Attachment (Effluent Limitations and Monitoring Requirements)

cc: Region 04 Regional Water Engineer (via email, w/attach)
BWP Section Chief, DOW (via email, w/attach)

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

OUTFALL	DISCHARGE TYPE	RECEIVING WATER and CLASS	EFFECTIVE	EXPIRING
001	Treated Remediation Wastewater	Kromma Kill, Class D	7/31/2020	1/31/2022

The discharges from the treatment facility shall be limited and monitored by the operator as specified below:

Outfall and Parameters		Daily Average Limits	Daily Max limits	Units	Minimum Monitoring Requirements		FN
Outfall 001	CAS				Measurement Frequency	Sample Type (FN 3)	
Flow	NA	Monitor	Monitor	GPD	Continuous	Recorder	
pH (range)	NA	6.0 to 9.0		SU	1/month	Grab	1
Oil and Grease	NA		15	mg/l	1/month	Grab	1
BOD, 5-day	NA		5	mg/l	1/month	Grab	1
Solids, Total Suspended	NA		10	mg/l	1/month	Grab	1
Aluminum	NA	2000	4000	µg/l	1/month	Grab	1
Antimony	NA	860	1900	µg/l	1/month	Grab	1
Arsenic	NA	50	100	µg/l	1/month	Grab	1
Barium	NA	510	1200	µg/l	1/month	Grab	1
Beryllium	NA	370	820	µg/l	1/month	Grab	1
Cadmium, Total	NA		4	µg/l	1/month	Grab	1
Chromium (Total)	NA	90	210	µg/l	1/month	Grab	1
Cobalt, Total	NA	70	140	µg/l	1/month	Grab	1
Copper, Total	NA		14	µg/l	1/month	Grab	1
Iron, Total	NA	610	1200	µg/l	1/month	Grab	1
Lead, Total	NA	20	40	µg/l	1/month	Grab	1
Manganese, Total	NA	230	300	µg/l	1/month	Grab	1
Mercury	NA		50	ng/l	1/quarter	Grab	4
Nickel, Total	NA	90	210	µg/l	1/month	Grab	1
Selenium, Total	NA	50	100	µg/l	1/month	Grab	1
Vanadium, Total	NA		100	µg/l	1/month	Grab	1
Zinc, Total	NA	20	40	µg/l	1/month	Grab	1
Benz(a)anthracene	56-55-3		0.23	µg/l	1/month	Grab	1
Benzo(a)pyrene	50-32-8		0.0012	µg/l	1/month	Grab	1
Benzo(ghi)perylene	191-24-2		10	µg/l	1/month	Grab	1
Bis(2-ethylhexyl) phthalate	117-81-7		10	µg/l	1/month	Grab	1
Chrysene	218-01-9		1	µg/l	1/month	Grab	1
Dibenzo(a,h)anthracene	53-70-3		10	µg/l	1/month	Grab	1



Di-n-butyl phthalate	84-74-2		25	µg/l	1/month	Grab	1
1,1-Dichloroethane	75-34-3		10	µg/l	1/month	Grab	1
cis-1,2-Dichloroethene	156-59-2		10	µg/l	1/month	Grab	1
Ethylbenzene	100-41-4		5	µg/l	1/month	Grab	1
Fluoranthene	206-44-0		10	µg/l	1/month	Grab	1
Fluorene	86-73-7		4.8	µg/l	1/month	Grab	1
Indeno(1,2,3-cd) pyrene	193-39-5		10	µg/l	1/month	Grab	1
Naphthalene	91-20-3		10	µg/l	1/month	Grab	1
Phenols, total unchlorinated	NA		5	µg/l	1/month	Grab	1
Phenols, total chlorinated	NA		1	µg/l	1/month	Grab	1
PCB-1242	53469-21-9		0.20	µg/l	1/month	Grab	2, 3
PCB-1254	11097-69-1		0.20	µg/l	1/month	Grab	2, 3
PCB-1260	11096-82-5		0.20	µg/l	1/month	Grab	2, 3
Pyrene	129-00-0		1.0	µg/l	1/month	Grab	1
Tetrachloroethene	127-18-4		1.0	µg/l	1/month	Grab	1
Toluene	108-88-3		5.0	µg/l	1/month	Grab	1
Trichlorofluoromethane	75-69-4		10	µg/l	1/month	Grab	1

Footnotes:

1. The measurement frequency of parameters listed on this page shall be Monthly following a period of 12 (twelve) consecutive weekly sampling events showing no exceedances of the stated discharge limitations. If discharge limitation of any parameter listed on this page exceeds the stated limit, the measurement frequency for all parameters listed on this page shall again be weekly, until a period of four consecutive sampling events showing no exceedances at which point monthly monitoring may resume.
2. Discharge limit is set at the Practical Quantitation Limit (PQL). The actual standard or guidance value concentration is below this limit. Analysis of this parameter shall be conducted using the most stringent USEPA approved method in accordance with 40 CFR 136.
3. PCBs:
 - a. The treatment plant operator must monitor this discharge for PCBs using USEPA laboratory method 608. The laboratory must make all reasonable attempts to achieve a Minimum Detection Level (MDL) of 0.065 µg/l.
 - b. 0.065 µg/l is the discharge goal. The treatment plant operator shall report all values above the MDL (0.065 µg/l per Aroclor). If the level of any Aroclor is above 0.065 µg/l, the treatment must evaluate the treatment system and identify the cause of the detectable level of PCBs in the discharge.
 - c. If the Department determines that effluent monitoring results above can be prevented by implementation of additional measures as proposed by the treatment plant operator in footnote 3.b above, and approved by the Department, the treatment plant operator shall implement such additional measures.



4. USEPA Method 1631 shall be used.

Additional Conditions:

1. Discharge is not authorized until such time as an engineering submission showing the method of treatment is approved by the Department. The discharge rate may not exceed the effective or design treatment system capacity. All monitoring data, engineering submissions and modification requests must be submitted to:

Benjamin Rung, P.E.
Division of Environmental Remediation
NYSDEC, 625 Broadway, Albany, New York 12233- 7015,
Tel: 518-402- 3943

With a copy sent to:

Regional Water Engineer, Region 4
1130 North Westcott Road, Schenectady, New York, 12306-2014 Phone: (518) 357-2045

2. Samples and measurements, to comply with the monitoring requirements specified above, must be taken from the effluent side of the final treatment unit prior to discharge to the receiving water body unless otherwise noted above.
3. Only site generated wastewater is authorized for treatment and discharge.
4. Authorization to discharge is valid only for the period noted above but may be renewed if appropriate. A request for renewal must be received 6 months prior to the expiration date to allow for a review of monitoring data and reassessment of monitoring requirements.
5. Both concentration (mg/l or µg/l) and mass loadings (lbs/day) must be reported to the Department for all parameters except flow and pH.
6. Any use of corrosion/scale inhibitors, biocidal-type compounds, or other water treatment chemicals used in the treatment process must be approved by the department prior to use.
7. This discharge and administration of this discharge must comply with the substantive requirements of 6NYCRR Part 750.



ATTACHMENT C

**Prevailing Wage Rates
for 07/01/2020 - 06/30/2021**

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

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

Albany County Article 9

Exterminators, Fumigators

09/01/2020

JOB DESCRIPTION Exterminators, Fumigators

DISTRICT 10

ENTIRE COUNTIES

Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour: 07/01/2020
\$ 20.66

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.25

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Fuel Delivery

09/01/2020

JOB DESCRIPTION Fuel Delivery

DISTRICT 10

ENTIRE COUNTIES

Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour: 07/01/2020
\$ 23.80

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.25

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Guards, Watchmen

09/01/2020

JOB DESCRIPTION Guards, Watchmen

DISTRICT 10

ENTIRE COUNTIES

Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour: 07/01/2020
\$ 17.44

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.25

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Janitor, Porter, Cleaners, Elevator Operator

09/01/2020

JOB DESCRIPTION Janitor, Porter, Cleaners, Elevator Operator

DISTRICT 10

ENTIRE COUNTIES

Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

	07/01/2020	01/01/2021
Start	\$ 12.20	\$ 12.90
After 90 Days	12.45	13.15

An additional \$.50 per hour worked on floor maintenance

NOTE:

DUCT CLEANING IS BROKEN DOWN INTO TWO SEPARATE FUNCTIONS

1. The disassembly, re-assembly and modification of duct, which is covered under Article 8
2. The actual cleaning of the duct which is covered by Article 9

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Supplements:

Note: Full time 30 or more regularly scheduled hrs per week
Part Time less than 30 regularly scheduled hrs per week

FULL TIME ONLY: Only on first 40 hrs paid per week.

	07/01/2020	07/01/2021
	\$ 6.02	TBD

Vacation with pay based upon employees anniversary date or hire as follows:

1 year of work	5 working days
3 years of work	10 working days
4 years of work	11 working days
6 years of work	12 working days
10 years of work	15 working days

Sick days are earned after 90 day probationary period at the following rate:

Full time employees accrue 1 sick day for every 3 months worked up to a maximum of 6 sick days.
Part time employees accrue 1 sick day for every 6 months worked up to a maximum of 4 sick days.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY

See (B, B2, R) on OVERTIME PAGE

HOLIDAY

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

Plus Employees Birthday

Note: Above Holidays paid after 3 months with employer

Plus after one year of service Full Time employees receive 3 Floating Holidays and Part Time receive one Floating Holiday.

Additional supplements are not required.

Holidays that fall on weekends are observed on Friday or Monday.

10-200 UNITED

Landscape Maintenance

09/01/2020

JOB DESCRIPTION Landscape Maintenance

DISTRICT 10

ENTIRE COUNTIES

Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour: 07/01/2020

\$ 17.22

Landscape maintenance work around a building, that is simple mowing, shrub trimming, incidental mulching, etc., or clean-up type activities, is covered under Article 9. Mowing and /or spreading seed, fertilizer, or pest control material in athletic fields, parks, cemeteries, sides of roadways/highways is NOT covered.

Installation, maintenance, or repair of artificial turf/synthetic sport surfaces is covered under Article 8.

NOTE: If the same Employee doing Article 9 landscape maintenance, also does work that is traditionally done by a laborer, worker, or mechanic (i.e. resurfaces or grades an area, moves large amounts of top soil, etc.) that work is covered under Article 8.

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.25

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Moving Furniture and Equipment

09/01/2020

JOB DESCRIPTION Moving Furniture and Equipment

DISTRICT 10

ENTIRE COUNTIES

Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour: 07/01/2020

Driver-Heavy & Tractor Trailer \$ 23.80

(capacity of at least 26,000
pounds Gross Vehicle Weight)

Driver-Light Truck 18.89

Helper 17.85

Packer* 16.03

*Packs, wraps, labels office furniture and equipment; Loads on to dollies.

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.25

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Stationary Engineer

09/01/2020

JOB DESCRIPTION Stationary Engineer

DISTRICT 10

ENTIRE COUNTIES

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

WAGES

***** IMPORTANT NOTICE *****

FOR INFORMATION REGARDING STATIONARY ENGINEER RATES,
CONTACT THE NYS DOL BUREAU OF PUBLIC WORK AT (518) 457-5589

*Note: When seeking rates for a project such as servicing or replacing a generator, boiler, water tank or HVAC unit, Article 8 rates would apply. For questions regarding the appropriate classification, please call the Bureau of Public Work district office covering the county of the project.

OVERTIME PAY

HOLIDAY

10-Information

Trash and Refuse Removal

09/01/2020

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Ulster, Warren, Washington

WAGES

Per hour: 07/01/2020

Commercial \$ 19.49

Residential 18.05

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Benefits paid to non-probationary employees:

Per hour: 07/01/2020

\$ 1.55

First (1st) Forty (40) Hours: 07/01/2020

Single \$ 3.15

Two Person 6.01

Family 8.17

Vacation is earned by employees working at least 150 days in the last 12 consecutive months:

After completing 12 Months of service (1 yr)

1 Week

After completing 36 Months of service (3 yrs)	2 Weeks
After completing 120 Months of service (10 yrs)	3 Weeks
After completing 180 Months of service (15 yrs)	3 Weeks 1 Day
After completing 192 Months of service (16 yrs)	3 Weeks 2 Days
After completing 204 Months of service (17 yrs)	3 Weeks 3 Days
After completing 216 Months of service (18 yrs)	3 Weeks 4 Days
After completing 228 Months of service (19 yrs)	4 Weeks

*Vacation weekly pay shall be determined by taking the employees previous years W-2 Gross reported earnings and multiplying by 2.0%

OVERTIME PAY

See (B, B2, K) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Must work the last regularly scheduled day before and after holiday.

Holidays falling on a Saturday or Sunday are observed on same day designated by the State of New York for Public Employees.

Employee's working at least 12 consecutive months and having worked 200 days will receive 5 floating holidays.

10-294

Trash and Refuse Removal

09/01/2020

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

For use with Transfer Station Operation.

Per hour: 07/01/2020

Indus. Truck Driver/Tractor Operator	\$ 19.74
Laborer/ non-construction	\$ 17.85
Conveyor operators and tenders	\$ 18.06
Weighers/Measurers	\$ 18.60

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.25

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S - Trans.Station.Ops

Window Cleaners

09/01/2020

JOB DESCRIPTION Window Cleaners

DISTRICT 10

ENTIRE COUNTIES

Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour:	07/01/2020
	\$ 15.13

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.25

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS R&S

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

ATTACHMENT D

Table 02 24 23-1 Sampling Summary

**TABLE 02 24 23-1
SAMPLING SUMMARY**

Sample Description	Specification Section	Matrix	Parameters	Turnaround Time	Frequency	Anticipated No. of Samples
Common Fill/ Topsoil Characterization	31 23 23	Soil	VOCs, SVOCs, Metals, Pesticides, PCBs, Hexavalent Chromium, Cyanide, Silvex, PFAS	TBDC ⁽¹⁾	1 per 500 CY	16
Process Equipment Confirmation Sampling	02 24 23	Wipe	VOCs, SVOCs, Metals, PCBs	TBDC ⁽¹⁾	1 per piece of equipment	24
Non-Hazardous Waste Disposal Characterization	01 74 19	Waste/ Debris	As required by the approved disposal facility and applicable regulations	TBDC ⁽¹⁾	As required by the TSDF and applicable regulations	As required by the TSDF and applicable regulations
Hazardous Waste Disposal Characterization	01 74 19	Sludge/ Debris	As required by the approved disposal facility and applicable regulations	TBDC ⁽¹⁾	As required by the TSDF and applicable regulations	As required by the TSDF and applicable regulations
Hazardous Debris Disposal Characterization	01 74 19	Waste/ Debris	As required by the approved disposal facility and applicable regulations	TBDC ⁽¹⁾	As required by the TSDF and applicable regulations	As required by the TSDF and applicable regulations
Radiologic Waste (TENORM) Disposal Characterization	13 49 00	Waste/ Debris	As required by the approved disposal facility and applicable regulations	TBDC ⁽¹⁾	As required by the TSDF and applicable regulations	As required by the TSDF and applicable regulations
ACM-Non- Hazardous Waste Disposal Characterization	02 82 13	Waste/ Debris	As required by the approved disposal facility and applicable regulations	TBDC ⁽¹⁾	As required by the TSDF and applicable regulations	As required by the TSDF and applicable regulations

**TABLE 02 24 23-1
SAMPLING SUMMARY**

Sample Description	Specification Section	Matrix	Parameters	Turnaround Time	Frequency	Total No. Samples
ACM-Hazardous Waste Disposal Characterization	02 82 13	Waste/Debris	As required by the approved disposal facility and applicable regulations	TBDC ⁽¹⁾	As required by the TSDF and applicable regulations	As required by the TSDF and applicable regulations
Contaminated Water Disposal	44 00 05	Water	VOCs, SVOCs, pH	24 hours	1 per 10,000 gallons discharged	393 samples
Decontamination Station Samples	02 51 29	Soil	VOCs, SVOCs, Metals, PCBs	24 Hours	2 per decontamination station	To be determined in field.

NOTES:

1. TBDC = to be determined by CONTRACTOR and approved by the ENGINEER.