

## **ITEM 570.7895XX25 - TREATMENT AND DISPOSAL OF PAINT REMOVAL WASTE**

### **1. DESCRIPTION:**

- 1.01 For purposes of this item, lead paint removal waste is defined as removed leaded paint particles combined with the material used to remove the paint. Lead paint removal waste will be referred to throughout the item text as "waste".

The work shall consist of accumulating, packaging, labeling, loading, transporting, treating, and disposing of paint removal waste containing lead. Because lead is a listed hazardous waste, prior to generating any lead paint removal waste, the Contractor shall supply the Engineer with a letter from a legally permitted Hazardous Waste Disposal Facility, stating that the Facility has agreed to accept the lead paint removal waste generated by the work requirements of this project; is authorized to accept lead paint removal waste under the laws of the Facility's State of residence; has the required capacity to treat and dispose of the material; and will provide, or assure the ultimate disposal method indicated on the Uniform Hazardous Waste Manifest. This letter shall be signed by a representative of the Waste Disposal Facility who is legally authorized to sign such an agreement. The Engineer shall be given an original, signed letter. Facsimile copies will not be accepted.

The Contractor shall also present evidence that they have a 6 NYCRR Part 364 Waste Transporter Permit to haul to the selected Facility or has contracted with a permitted Hazardous Waste Transporter to remove the waste to the selected Facility.

All waste resulting from lead paint removal operations shall be in transit to the disposal site no later than 90 calendar days subsequent to generation or two weeks following demobilization of the site, whichever occurs first. Waste shall be accumulated, handled, packaged, loaded, transported, treated and disposed in accordance with all applicable laws, rules, regulations, and codes. Failure to comply with the aforementioned deadlines may result in the actions described under "Basis of Payment".

The Contractor is hereby notified that this work requires the following as a minimum:

1. Waste transporter identification number issued by USEPA.
2. Disposal Facility identification number issued by USEPA (This will be supplied by the Disposal Facility).
3. Generator site identification number issued by USEPA. (This will be supplied by the Authority through the Engineer).
4. Conformance to 6 NYCRR Part 364. Part 364 governs waste transporters. The Contractor shall furnish a copy of the Part 364 permit to the Engineer.
5. Conformance to 6 NYCRR Part 372. Part 372 governs manifest requirements.
6. Conformance to 6 NYCRR Part 373. Part 373 governs treatment, storage and disposal facilities, including personnel training requirements for the Contractor's employees.
7. Conformance to Federal regulations promulgated by the Environmental Protection Agency pursuant to the Hazardous and Solid Waste Amendments to the Resource Conservation and Recovery Act, Section 3004 (g) (5), which imposes a land ban on the disposal of hazardous waste.

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### **1. DESCRIPTION:** (cont'd)

1.01 (cont'd)

NYCRR regulations are administered by the NYS Department of Environmental Conservation, Albany, NY. EPA regulations are administered by the US Environmental Protection Agency, Region II, N.Y. City, NY.

8. Conformance to the attached Contingency Plan that will be distributed at pre-award.

### **2. MATERIALS:**

2.01 The waste shall be accumulated in clean, dry, weatherproof, watertight containers or rollofs furnished by the Contractor. The Contractor shall furnish the Engineer with a signed statement from the Disposal Facility that the containers or rollofs proposed for use by the Contractor are acceptable to the Facility. The dry volume capacity of the container, in cubic yards or meters, shall be clearly marked upon each container, in an easily readable location by the Engineer. All equipment and containers or rollofs shall be approved by the Engineer prior to use.

### **3. CONSTRUCTION DETAILS:**

3.01 All generated waste shall be deposited, and sealed, in containers or rollofs concurrent with generation. No container or rolloff shall be filled to a capacity in excess of that marked on the container or rolloff as the maximum dry volume capacity. No waste shall be left exposed at the end of the working day.

Each container or rolloff shall be labeled in accordance with US Department of Transportation regulations and shall be permanently labeled with 1 inch minimum height lettering in the following manner:

**HAZARDOUS WASTE.** Federal Law prohibits improper disposal. If found, contact the nearest police, or public safety authority, or the US Environmental Protection Agency.

**Generator's Name:** NYS Thruway Authority

**Manifest Document No:** \_\_\_\_\_

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

**BIN:** \_\_\_\_\_

**NOTE:** The date shall be the generation date. It shall be entered by the Contractor using permanent marking material supplied by the Contractor.

All labeling, marking, and placarding shall be the responsibility of the Contractor. This work shall be completed to the Engineer's satisfaction prior to the filling or transportation of any particular container or rolloff. All label markings shall be permanent, printed in English, displayed on a background of contrasting color unobscured by other labels, or attachments. Labeling shall be located away from other markings that could substantially reduce its effectiveness.

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### **3. CONSTRUCTION DETAILS:** (cont'd)

#### 3.01 (cont'd)

All document preparation and distribution, including the Uniform Hazardous Waste Manifest, shall be the responsibility of the Contractor. The Engineer will sign the Generator's Certification on the Uniform Hazardous Waste Manifest.

All containers or rollofs shall be located in a place secured from traffic in a manner acceptable to the Engineer.

All waste shall be documented, transported, treated, and disposed as required by the current Federal, State and Local laws, rules and codes.

The Contractor is responsible to ensure that only dry paint removal waste, containing less than 2% by weight of organic material, is deposited into the container or rollofs.

Disposal of all waste material which a Waste Disposal Facility refuses to accept because it contains in excess of 2% organic content or which is otherwise different than the Typical Paint Waste Composition, will be the Contractor's responsibility. All penalties and costs associated with the refusal of a disposal facility to accept waste not meeting its requirements will be borne by the Contractor. All testing of the waste necessary to satisfy the requirements of the chosen Disposal Facility or Transporter shall be the responsibility of the Contractor.

For the purposes of this item, treatment of the lead paint removal waste is required by Federal regulations and is presumed to require stabilization by, for example, mixing it with portland cement at a permitted Hazardous Waste Treatment or Disposal Facility. The stabilized waste shall meet the treatment standards of the Federal regulations prior to disposal in a permitted Hazardous Waste Disposal Facility.

### **4. METHOD OF MEASUREMENT:**

4.01 Payment will be made at the lump sum price bid.

### **5. BASIS OF PAYMENT:**

5.01 The lump sum price bid shall include the cost of all labor, materials, equipment, sampling, testing, and fees necessary to complete the work based on the assumption that treatment by stabilization will satisfy the applicable Federal regulations. Should this prove not to be the case on an industry wide basis, as opposed to an individual Treatment or Disposal Facility, the difference in cost between the cost of treatment by stabilization and the method subsequently found to be necessary shall provide the basis for an order-on-contract. Only waste removal activities for which manifest copies are returned to the Engineer by the Contractor and Disposal Facility will be authorized for payment.

If the Authority is fined or penalized as a result of the Contractor's performance or lack thereof on this item, in addition to other remedies the Authority may possess, said fine or penalty will be deducted from the Contractor's payments on this item.

The extent of the Contractor's compliance with the provisions under timeliness of disposal will be considered as relevant in any future determination of an award to the Contractor as the lowest responsible bidder for any project under the supervision of the Authority.

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**5. BASIS OF PAYMENT:** (cont'd)

5.02 The purpose of progress payments, the lump sum price bid for the item shall be apportioned as noted below:

A. Payments will be made for each stage satisfactorily completed in accordance with this specification as follows:

1. **Stage 1:** Removal of properly contained, labeled and transport of paint removal waste; seventy five (75%) percent of the lump sum price bid will be paid on a per structure basis.
2. **Stage 2:** Returned manifest copies to the Engineer by the Contractor and Disposal Facility; twenty five (25%) percent of the lump sum price bid will be paid on a per structure basis.