

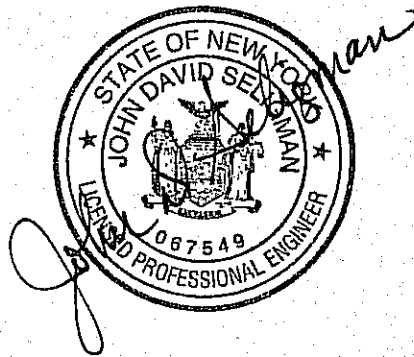


ENVIRONMENTAL GROUP, INC.
ENGINEERING, ARCHITECTURE AND SURVEYING, PC

TOWN OF ONEONTA HIGHWAY DEPARTMENT
SPECIFICATIONS AND CONTRACT DOCUMENTS

BRIDGE RECONSTRUCTION
BIN 2227870
PONY FARM ROAD OVER
CANADIAN PACIFIC RAIL

TOWN OF ONEONTA
OTSEGO COUNTY, NEW YORK



JANUARY 2011

PROJECT # E08160

ONE CIVIC CENTER PLAZA, SUITE 401
POUGHKEEPSIE, NY 12601
(845) 454-9440
FAX (845) 454-9206

19 BRITISH AMERICAN BOULEVARD
LATHAM, NY 12110
(518) 782-0882
FAX (518) 782-0973

307 SOUTH TOWNSEND STREET
SYRACUSE, NY 13202
(315) 471-2101
FAX (315) 471-2111

TABLE OF CONTENTS

NOTICE TO BIDDERS.....1

INFORMATION FOR BIDDERS..... BID-1 TO BID-8

PROPOSAL.....P-1 TO P-15

AGREEMENT..... A-1 TO A-7

GENERAL CONDITIONS.....GC-1 TO GC-14

SUPPLEMENTAL GENERAL CONDITIONS.....SGC-1 TO SGC-12

NYS WAGE RATES.....

TECHNICAL PROVISIONS.....TP-1 TO TP-2

GENERAL REQUIREMENTS FOR MATERIALS..... GR-1 TO GR-3

SUPPLEMENTAL SPECIFICATIONS.....SS-1 TO SS-15

APPENDIX A.....

SITE LOCATION MAP.....

Notice to Bidders

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, pursuant to Section 103 of the General Municipal Law, that sealed bids, will be received by the undersigned for the **Reconstruction of a Bridge on Pony Farm Road over Canadian Pacific Rail, Town of Oneonta, Otsego County, New York identified as B.I.N. 2227870.**

Sealed bids must be delivered, with the name of the project on the outside, to the office of the Town Clerk, not later than 10:00 A.M., Tuesday, February 22, 2011 at which time they will be publicly opened and read.

The Information for Bidders, Bid Proposal, Form of Contract, Drawings, General Conditions, Supplemental General Conditions, Plans and Specifications may be examined at the following:

Spectra Engineering, Architecture & Surveying, P.C.
19 British American Blvd.
Latham, NY 12110
(518) 782-0882

Town of Oneonta Clerks Office
Route 23 – Town Hall
West Oneonta, New York 13861
(607) 432-2900

Plans and specifications may be obtained from the office of the Town Clerk, P.O. Box A, West Oneonta, New York 13861 during regular business hours, or at the offices of Spectra Engineering, Architecture & Surveying, P.C. at a cost of **\$50.00 (non-refundable)**. Checks shall be made payable to the **Town of Oneonta** for each set of contract documents so obtained. If contract documents are ordered by mail, the cost will be **\$60.00 (non-refundable)** to cover shipping and handling. Potential bidders should call the Town Clerk to obtain office hours. Mail orders must include a cover letter and check specifically indicating which bidding documents are being requested. Mail orders will be received at the offices of the Town of Oneonta, P.O. Box A, Oneonta, NY 13861.

The Town of Oneonta reserves the right to waive any informality in order to reject any or all bids and to accept the bids which they deem most favorable to the interest of the Town of Oneonta.

Addenda, if any, will be issued only to those persons whose names and addresses are on record with the Town of Oneonta as having obtained the Contract Documents.

Cheryl Shackelton, Town Clerk
Town of Oneonta
Route 23 – Town Hall
Oneonta, New York 13861

Dated: January 24, 2011
At West Oneonta, New York

Information for Bidders

INFORMATION FOR BIDDERS

1. SCOPE OF WORK

The work to be performed under this Contract consists of furnishing all tools, materials, labor, bonds, insurance, supervision, and the performance of all work necessary and proper to complete the project as specified and as shown on the Contract Plans.

The work to be performed is more specifically described in Section TP-1, as is the Project Location.

2. RECEIPT AND OPENING OF BIDS

Bids will be received by the Owner on the date and time specified in the Advertisement of Bids, at which time they will be publicly opened and read aloud. The envelope containing the bids must be sealed and addressed to the Owner at the address in Advertisement of Bids, and designated as bid for:

**BRIDGE RECONSTRUCTION
PONY FARM ROAD
OVER CANADIAN PACIFIC RAIL
BIN 2227870
TOWN OF ONEONTA
OTSEGO COUNTY, NEW YORK**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw their bid within 30 days after the actual date of the opening thereof.

3. PREPARATION OF BID

- A. Each bid must be submitted on the prescribed form and accompanied by a signed, Non-collusive Bidding Certification and Corporation Certificate.
- B. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope and clearly marked with the name and address of the Bidder, the name of the project, and labeled "Bid Proposal".
- C. All blank spaces in the bid must be filled in, and, except as otherwise expressly provided in the Bidding Documents, no other change is to be made in the phraseology of the bid or in the items mentioned therein.

- D. Bids that are illegible or that contain omissions, alterations, additions, or items not called for in the Bidding Documents may be rejected as informal. In the event any Bidder modifies, limits, or restricts all or any part of the bid in a manner other than that expressly provided for in the Bidding Documents, that bid will be rejected as informal.
- E. Any bid may be considered informal which does not contain prices in words and figures in all of the spaces provided or which is not accompanied by bid security in proper form. In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding upon the Bidder.
- F. If the bid is made by a corporation, the names and places of residence of the president, secretary, and treasurer shall be given. If by a joint venture, the names and addresses of the members of the joint venture. If by an individual, that person's name and place of residence shall be given.
- G. Permission will not be given to modify, explain, withdraw, or cancel any bid or part thereof after the time designated in the Bidding and Contract Documents for the opening of bids.

4. SUBCONTRACT

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner.

5. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Plans, Specifications, or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to:

**Spectra Engineering, Architecture and Surveying, P.C.
19 British American Boulevard
Latham, New York 12110
ATTN: Jason Sableski**

and, to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such Addenda or interpretation shall not relieve such Bidder from any obligation under its bid as submitted. All Addenda so issued shall become part of the Contract Documents.

6. SALES AND COMPENSATING USE TAX

A. SALES AND COMPENSATING USE TAX EXEMPTION - FOR MATERIALS SOLD TO OWNER

The Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties on all supplies and materials sold to the Owner pursuant to this Contract. This exemption does not, however, apply to tools, machinery, equipment, or other property leased by or to the Contractor or a subcontractor or to the supplies and materials not incorporated into the completed project. The Contractor and its subcontractors shall be responsible for any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment, and other property.

B. SALES AND COMPENSATING USE TAX - FOR MATERIALS PURCHASED FOR RESALE

The purchase by the Contractor or by its subcontractors of supplies and materials sold hereunder will be a purchase for resale and therefore not subject to the New York State Sales and Compensating Use Taxes or any such taxes of cities or counties. The Contractor or its subcontractor, at the request of the Owner, shall furnish to the Owner such bills of sale and other instruments as may be required by the Owner, properly executed, acknowledged and delivered, assuring to the Owner title to such supplies and materials free of encumbrances. The Contractor or its subcontractor shall mark or otherwise identify all such supplies and materials as the property of the Owner. All subcontractor agreements shall provide for resale of such supplies and materials prior to and separated and apart from the incorporation of such supplies and materials into the permanent construction.

7. QUALIFICATION OF BIDDER

The Owner may make such investigations as is deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such a Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

8. BID SECURITY

Each bid must be accompanied by a certified check of the Bidder, or a bid bond, duly executed by the Bidder as principal and having as Surety thereon a surety company approved by the Owner, in the amount of ten (10%) percent of the gross amount of the bid, made payable to the Owner. Any certified check will be returned to all but the three lowest Bidders within three (3) days after the opening of bids, and the remaining checks, or bid bonds, will be returned promptly after the Owner and the accepted Bidder have executed the Contract, or, if no award has been made within forty-five (45) days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as that Bidder had not been notified of the acceptance of its bid. A Contractor furnishing a certified check as bid surety must include with it a letter from a bonding company indicating the bonding company's intent to furnish the bonds required under the Contract.

A. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of the power of attorney.

9. POST-BID INFORMATION

Within five (5) days of the bid opening, the apparent low Bidder shall furnish, in writing, the following information to the Owner:

- A. Statement that project can be completed within established time.
- B. The proportion of the work to be performed by the Bidder with the Bidder's own forces.
- C. A list of subcontractors (other than suppliers) with their qualifications to perform the work.
- D. Preliminary progress schedule showing dates for major elements of construction and dates by which major sub-contracts will be awarded.

10. AWARD OF CONTRACT

- A. The award of the Contract shall be made to the lowest Bidder who, in the opinion of the Owner, is qualified to perform the work required and is responsible and reliable.

The lowest bid shall be determined by the Owner on the basis of the gross sum (as set forth in the Bid Proposal form), which has been arrived at by a correct computation of all the items specified at the unit prices (if any) in the bid therefore. The Owner shall also determine the lowest bid by adding to or deducting from the base bid any alternates as set forth in the Bid Proposal Form. In determining the lowest responsible Bidder - absent prequalification and assuming the existence of a responsive bid - the Owner and the Engineer will consider the Bidders' expertise, financial capacity, general reputation, past performance on similar jobs, and other comparable factors, all with a view to selecting the Contractor who will perform the work properly, at the lowest price and the least administrative cost to the Owner.

- B. Subject to the right hereinafter reserved, the work will be awarded within forty-five (45) calendar days after the opening of bids to a single responsible Bidder or any combination of Bidders whose bid conforms to the requirements of the Bidding Documents.
- C. The right is reserved, as the interest of the Owner may require, to reject any bid or all bids and to waive any informality in any bid received. Without limiting the generality of the foregoing:
 - (1) A bid may be rejected if the Bidder failed to furnish the required bid security or to submit the data required with or after the bid.
 - (2) A bid may be rejected if the Bidder cannot show to the satisfaction of the Owner (1) that the Bidder has the necessary capital, skill, and experience; or (2) that the Bidder owns, controls, or can procure the necessary plant and equipment to commence the work at the time prescribed in the Contract and thereafter to prosecute and complete the work at the rate, or within the time, specified; or (3) that the Bidder is not already obligated by the performance of so much other work as would be likely to delay the commencement, prosecution, or completion of the work contemplated by the Contract.
 - (3) A bid, if it does not provide for the completion in the time specified, will be rejected.
- D. The Owner also expressly reserves the right to reject any bid, if (in the Owner's opinion, considering the work to be performed), the facts - as to the Bidder's business or technical organization, plant, financial, and other resources or business experience compared with the work bid upon - justify rejection.
- E. The award of the Contract shall not be construed as a guarantee by the Owner that the personnel, equipment, and the general scheme of operations and other data submitted

by the Bidder, with or after the bid, is either adequate or suitable for the satisfactory performance of the work.

11. REQUIRED BONDS

- A. Within ten (10) calendar days after the receipt of Notice of Award, the Contractor shall procure, execute, and deliver to the Owner and maintain, at the Contractor's own cost and expense, a Performance Bond and a Labor and Material Bond - both of which bonds shall be on the form prescribed by the Owner and in an amount not less than 100% of the total amount of the Contract awarded to the Contractor by the Owner. Said bonds must be issued by a surety company, approved by the Owner and authorized to do business in the State of New York as a surety.
- B. Attorneys-in-fact who execute said bonds on behalf of a surety must affix thereto a certified and effectively dated copy of the power of appointment.

12. REQUIRED CERTIFICATES

The Contractor and its subcontractors and material men are required to obtain all necessary exemption certifications from the Owner and to furnish a resale certificate to all persons, firms, or corporations from which they purchase supplies and materials in performance of work under this Contract.

13. NON-DISCRIMINATION IN EMPLOYMENT

Contracts for work under this proposal will obligate the Contractors and their subcontractors not to discriminate in employment practices.

Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order Nos. 10925, 11114, or 11246.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

Successful Bidders must, if requested, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order No. 11246 and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the Contract or a

certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the Contract.

Successful Bidders must be prepared to comply in all respects with the non-discrimination provisions to be found on the reverse of the Labor Standards Contracts Provisions (January 1967).

14. NON-COLLUSIVE BIDDING CERTIFICATE

All contractors bidding under the provisions of the Specifications are subject to provisions of Section 103 of the General Municipal Law of the State of New York. A signed non-collusive certification is required to be submitted with each bid in the form specified with the bid documents.

15. ESCALATION OF COST

The Contractor will not be entitled to extra reimbursement due to escalation of cost for inflation.

16. NOTICE OF SPECIAL AND SUPPLEMENTAL CONDITIONS

The Contractor's attention is particularly called to those parts of the Contract Documents and Specifications, which deal with the following:

- A. Insurance Requirements
- B. Wage Rates
- C. Contract Requirements
- D. Special Conditions
- E. Supplemental Conditions

17. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout. They will be deemed to be included in the Contract the same as though herein written out in full.

18. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda). The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to its bid.

19. TIME OF COMPLETION

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the time specified in the Agreement.

20. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the successful Bidder of the obligation to furnish all materials and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods and means as will not cause any interruption of or interference with the operation of the existing facilities.

21. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon failure or refusal to execute and deliver the Contract and bonds required (within 10 days after receiving notice of the acceptance of the bid), shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with that bid.

Proposal

PROPOSAL

Date: _____

Proposal of _____

to furnish and deliver all material and do and perform all work in accordance with the Specifications, Drawings, and Contract Documents of the Town of Oneonta Highway Department, for the **Reconstruction of a Bridge identified as B.I.N. 2227870 on Pony Farm Road over Canadian Pacific Rail, Town of Oneonta, Otsego County, New York.**

To: Robert Wood, Town Supervisor
Town of Oneonta
Route 23 - Town Hall Building
Oneonta, New York 13861

The undersigned bidder has carefully examined the site of the work, is familiar with existing conditions, and has carefully examined the Plans, Specifications, Contract Documents, and Addenda covering the construction of the subject concrete culvert and will provide all necessary insurance, bonds, machinery, tools, apparatus, false work and other means of construction, and do all the work and furnish all the materials called for by said contract according to the following unit price. The unit price is to be shown in both words and figures. In the event of discrepancies, the amount shown in words shall govern. All items are to be furnished and installed in place complete.

The undersigned further understands that the contract will be awarded to the competent, qualified bidder submitting the lowest bid for the Total Bid.

ADDENDA ACKNOWLEDGMENT

<u>Addendum No.</u>	<u>Date Received</u>
_____	_____
_____	_____
_____	_____

TOWN OF ONEONTA
RECONSTRUCTION FOR PONY FARM ROAD OVER CANADIAN PACIFIC RAIL

ITEM	NYS DOT ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
1.	201.06	Lump Sum	Clearing and Grubbing FOR _____ Lump Sum				
2.	202.1201	Lump Sum	Removing Existing Superstructures FOR _____ Lump Sum				
3.	9202.19	Lump Sum	Removal of Substructures FOR _____ Lump Sum				
4.	203.02	425	Unclassified Excavation and Disposal FOR _____ Per Cubic Yard				
5.	203.03	1300	Embankment in Place FOR _____ Per Cubic Yard				
6.	203.21	1250	Select Structure Fill FOR _____ Per Cubic Yard				

TOWN OF ONEONTA
RECONSTRUCTION FOR PONY FARM ROAD OVER CANADIAN PACIFIC RAIL

ITEM	NYS DOT ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
7.	206.01	640	Structure Excavation FOR _____ Per Cubic Yard				
8.	207.10	315	Geotextile Bedding FOR _____ Per Square Yard				
9.	9209.01	Lump Sum	Temporary Soil Erosion and Water Pollution Control FOR _____ Lump Sum				
10.	304.14	475	Subbase Course – Type 4 FOR _____ Per Cubic Yard				
11.	403.138902	190	Hot Mix Asphalt – Type 3 Binder Course FOR _____ Per Ton				
12.	403.178902	95	Hot Mix Asphalt – Type 6 Top Course FOR _____ Per Ton				

TOWN OF ONEONTA
RECONSTRUCTION FOR PONY FARM ROAD OVER CANADIAN PACIFIC RAIL

ITEM	NYS DOT ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
13.	490.30	675	Miscellaneous Cold Milling of Bituminous Concrete FOR _____ Per Square Yard				
14.	552.11	433	Permanent Steel Sheetting FOR _____ Per Square Foot				
15.	9555.0105	296	Concrete For Structures FOR _____ Per Cubic Yard				
16.	9558.50	1716	Membrane Waterproofing System FOR _____ Per Square Foot				
17.	562.0101	140	Reinforced Concrete Span Units FOR _____ Per Square Yard				
18.	568.50	93	Steel Bridge Railing (Two Rail) FOR _____ Per Linear Foot				

TOWN OF ONEONTA
RECONSTRUCTION FOR PONY FARM ROAD OVER CANADIAN PACIFIC RAIL

ITEM	NYS DOT ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
19.	568.70	214	Transition Bridge Railing FOR _____ Per Linear Foot				
20.	606.10	11	Box Beam Guide Railing FOR _____ Per Linear Foot				
21.	606.100001	109	Box Beam Guide Railing (Shop Curve) FOR _____ Per Linear Foot				
22.	606.1201	3	Box Beam Guide Railing End Assembly Type I FOR _____ Each				
23.	606.51	87.5	Resetting Corrugated Beam Guide Railing FOR _____ Per Linear Foot				
24.	606.61	62.5	Removing and Storing Corrugated Beam Guide Railing FOR _____ Per Linear Foot				

TOWN OF ONEONTA
RECONSTRUCTION FOR PONY FARM ROAD OVER CANADIAN PACIFIC RAIL

ITEM	NYS DOT ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
25.	606.8101	1	Guide Rail Transition Weak-Post Corrugated Beam To Box Beam Guide Rail (One or Two Way Operation) FOR _____ Each				
26.	619.01	Lump Sum	Basic Maintenance and Protection of Traffic FOR _____ Lump Sum				
27.	9619.23	90	Railroad Protective Labor (Flagman Days) For _____ Flagman Day				
28.	9619.24	Lump Sum	Temporary Protection of Railroad Facilities For _____ Ten Thousand Dollars and No Cents _____ Lump Sum	\$10,000	00	\$10,000	00
29.	620.03	25	Stone Filling (Light) FOR _____ Per Cubic Yard				
30.	620.04	40	Stone Filling (Medium) FOR _____ Per Cubic Yard				
31.	632.0102	4075	Precast Concrete Wing Wall Type FOR _____ Per Square Foot				

TOWN OF ONEONTA
RECONSTRUCTION FOR PONY FARM ROAD OVER CANADIAN PACIFIC RAIL

ITEM	NYS DOT ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
32.	632.0502	500	Excavation for Precast Concrete Wall Unit Type FOR _____ Per Cubic Yard				
33.	632.0602	1590	Backfill for Precast Concrete Wall Unit Type FOR _____ Per Cubic Yard				
34.	637.11	5	Engineers Field Office – Type 1 FOR _____ Per Month				
35.	645.5102	6.25	Ground-Mounted Sign Panels less than or equal to 30 SF with Z-bars FOR _____ Per Square Foot				
36.	697.03	54,000	Field Change Order (FCO) FOR <u>ONE DOLLAR AND NO CENTS</u> Per Quantity	\$ 1	00	\$ 54,000	00
37.	698.04	1	Asphalt Price Adjustment FOR <u>ONE DOLLAR AND NO CENTS</u> Per Quantity	\$ 1	00	\$ 1	00
38.	699.04	Lump Sum	Mobilization (maximum 4%) FOR _____ Lump Sum				

**TOWN OF ONEONTA
RECONSTRUCTION FOR PONY FARM ROAD OVER CANADIAN PACIFIC RAIL**

ITEM	NYS DOT ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.

TOTAL FOR ITEMS 1 THROUGH 38

\$

(IN WORDS)

(IN FIGURES)

The undersigned also agrees as follows:

1. The total contract price bid shall be accepted as full compensation for the complete work subject to additions or deductions in quantity of work performed or changes agreed upon.
2. Within ten (10) days from the date of "Notice of Acceptance" of the Proposal, to execute the contract and to furnish a satisfactory labor, material and performance bond in the amount of 100% of the contract price.
3. **To begin no later than ten (10) days after issue of a written "Notice to Proceed" of the Owner and to complete the work required within one hundred thirty five (135) calendar days from the date of issuance of said notice. In default thereof, the Contractor shall be liable for liquidated damages in accordance with the conditions of Section 108 – Prosecution and Progress of the New York State Standard Specifications dated May 1, 2008.**
4. To comply with requirements as to the conditions of employment, wage rates and hours set forth in the bidding documents.

Accompanying this proposal is a Certified Check or Bid Bond in the amount of

_____ (\$ _____) payable to the
Town of Oneonta which is forfeited as liquidated damages if this proposal is accepted and the undersigned shall fail to execute the contract and furnish satisfactory contract bond under the conditions and within the time specified in the proposal, otherwise bid security will be returned to the undersigned.

Bidder: _____

By: _____

Address: _____

Dated: _____

GENERAL CONDITIONS TO BID

NON-COLLUSION BIDDING CERTIFICATE

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.

Name of Bidder

Dated: _____
Signature and Title of Signer

NOTE: 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 reason therefore. 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 or the political subdivision, public department, agency, or official thereof to which the bid is made, or that person's 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).

ANTI-DISCRIMINATION CLAUSE

During the performance of this Contract, (the Contractor) hereby agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that such individuals are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action to be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

The Contractor will send to each labor union or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) hereinafter called "non-discrimination clauses". If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish the Contractor with a written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.

The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.

The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections to the executive law, and will permit access to his books, records and accounts by the state commission for human rights, the Attorney General, and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

This Contract may be forthwith canceled, terminated, or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until the Contractor satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor, and opportunity has been afforded him or her to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting that office to intervene and protect the interests of the State of New York.

The Contractor (or Bidder) agrees that it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, creed, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Party of the Second Part received Federal financial assistance from the Department through the Party of the First Part; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement. The Party of the Second Part has completed "Assurance of Compliance with the Department of Health, Education, and Welfare Regulation under Title VI of the Civil Rights Act of 1964" (HEW Form No. 441), and filed this form with the New York State Department of Health.

GENERAL CONDITIONS ACCEPTED BY:

Firm: _____

By: _____
Title

Date: _____

INFORMATION SHEET

Name of Bidder: _____

Address: _____

Type of Entity: Corporation _____ Partnership _____ Individual _____

If a Non-Publicly-Owned Corporation:

Name of Corporation: _____

List of Principal Stockholders (holding over 5% of outstanding shares):

List of Officers: _____

List of Directors: _____

Date of Organization: _____

If a Partnership:

Partners: _____

Name of Partnership: _____

Date of Organization: _____

* If the business is conducted under an assumed name, a copy of the certificate required to be filed under the New York General Business Law must be attached.

R E S O L U T I O N

FOR CORPORATE BIDDERS ONLY

RESOLVED, That _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required by section 103(d) of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

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

corporation at a meeting of its Board of Directors held on the ____ day of _____, 20__ and is still in full force and effect on the ____ day of _____, 20__.

(CORPORATE SEAL)

(Secretary)

REFERENCES

All bidders will be required to complete this form providing five references of past performance. References should involve projects and / or service situations of similar size and scope to this bid. References must have dealings with the Bidder within the last thirty-six (36) months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and / or contract. Completion of the reference form is required.

BIDDER'S NAME: _____
Date Filed: _____

1. Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

2. Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

3. Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

4. Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

5. Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Agreement

AGREEMENT

This AGREEMENT made this ____ day of _____, 2011 by and between _____ hereinafter called the "Contractor", and **Town of Oneonta**, hereinafter called the "Owner".

WITNESS, that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE 1 - SCOPE OF WORK

The Contractor shall furnish all of the materials and perform all of the work described in the Plans and Specifications entitled:

**BRIDGE RECONSTRUCTION
PONY FARM ROAD OVER
CANADIAN PACIFIC RAIL
BIN 2227870
TOWN OF ONEONTA
OTSEGO COUNTY, NEW YORK**

and shall do everything required by this Agreement, Plans, Specifications, and Technical Provisions.

ARTICLE 2 - TIME OF COMPLETION

The work of the Contract shall be commenced no later than ten (10) days after issue of a written "Notice to Proceed" of the owner and to complete the work required within one hundred thirty five (135) calendar days from the date of issuance of said notice. In default thereof, the Contractor shall be liable for liquidated damages in accordance with the conditions of Section 108 – Prosecution and Progress of the New York State Standard Specifications dated May 1, 2008.

ARTICLE 3 - THE CONTRACT SUM

The Owner will pay for the work by the unit prices and lump sums stipulated in the Proposal, which total _____ Dollars, subject to additions or deductions in quantity of work performed or changes agreed upon.

Progress payments will be made as follows:

- (A) Monthly progress payment of 95% of the contract value of work completed and processed in accordance with the Owner's audit policy and submitted on forms approved and signed by the Engineer.

- (B) Upon receipt of notice that the work is ready for final inspection and acceptance, the owner will promptly make such inspection, and when it finds the work acceptable under the contract and the contract fully performed, he shall promptly issue a certificate so stating and the entire amount due the Contractor shall be paid by the Owner after the date of final certificate.

Before issuance of the final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid, including but not limiting same to consent of the Surety.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, except those arising from unsettled liens, from faulty work appearing after payment or from requirements of the specifications, and of all claims by the Contractor except those previously made and still unsettled.

ARTICLE 4 - THE CONTRACT DOCUMENTS

The Specifications, Plans and General Conditions, together with this agreement form the Contract and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the specifications, drawings and controls:

- (A) General Specifications, hereto attached;
- (B) Technical Provisions, hereto attached;
- (C) Contract Proposal;
- (D) General Conditions;
- (E) Controls - State of New York, Department of Transportation Standard Specifications, dated May 1, 2008, with Addenda;
- (F) Standard Specifications for Highway Bridges of the American Association of State Highway Officials;
- (G) New York State Steel Construction Manual.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

Contractor:

Attest:

By: _____
Title: _____

(Acknowledgment by Contractor, if a corporation)

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2011, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he resides in _____, that he is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public County

OWNER:

Attest:

By: _____

Title: _____

(Acknowledgment of Officer of Owner)

STATE OF NEW YORK

ss:

COUNTY OF _____

On this ____ day of _____, 2011, before me personally came **Robert T. Wood** to me known, who, being duly sworn, did depose and say that he is the Supervisor of the Town of Oneonta, described in and which executed the foregoing instrument, that he knows the seal of said Owner; that the seal affixed to said instrument was the seal of said Owner, and that he affixed said seal and signed said instrument by authority in him vested.

Notary Public

County

(Acknowledgment by Contractor, if an individual)

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 20____, before me personally came _____ to me known and known to be the person in, and who executed the foregoing instrument, and severally acknowledged that he executed the same.

Notary Public County

(Acknowledgment of Officer of Owner)

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 20____, before me personally came _____ to me known, who, being duly sworn, did depose and say that he is the _____ of the _____ described in and which executed the foregoing instrument, that he knows the seal of said Owner; that the seal affixed to said instrument was the seal of said Owner, and that he affixed said seal and signed said instrument by authority in him vested.

Notary Public County

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, as Principal, hereinafter called the Contractor, and _____, a Surety Company authorized to do business in the State of New York, are held and firmly bound, in solid, unto the _____ existing under the laws of the State of New York, as Obligee, and hereinafter called the Owner, in the sum of _____ (\$ _____), payable in lawful money bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents.

WHEREAS, the Contractor and the Owner have entered into a written Contract dated the _____ day of _____, 20____, hereinafter called the Contract, whereby the Contractor has agreed to furnish all material, equipment, labor, tools, and do all the work necessary to perform _____ in accordance with Plans, Specifications, Proposal, and other Contract Documents attached hereto and made a part hereof.

THE CONDITION OF THIS OBLIGATION IS SUCH that the said Contractor shall well and truly, in a good, sufficient, workmanlike manner, and to the satisfaction of the Engineers, perform the complete work required, and shall promptly pay all persons, firms, or corporations who perform labor or furnish equipment, supplies, materials for use in the work there under, and shall satisfy all claims against the Owner and Engineer, for damages of life, limb, or property that may be caused by the acts of, or negligence of, the Contractor or any of its agents or employees, or any subcontractor employed by it and shall satisfy all suits or claims brought against the Owner and Engineer arising from the violation of any law, ordinance, regulation, order, or decree on the part of the Contractor, or any of its agents or employees; or subcontractor employed by it or from any infringement or alleged infringement of patents in the work under said Contract; or howsoever originating from any of the operations under said Contract; and shall fully indemnify and save harmless the Owner and Engineer from all cost and damage which it may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner and Engineer all outlay and expense which the Owner and Engineer may incur in making good any such default, and in all other particulars shall faithfully perform the Contract on his part according to the terms, covenants, and conditions thereof and within the time specified therein, then this obligation shall be void; otherwise, it will remain in full force and effect.

PROVIDED, FIRST, That should the Contractor fail to comply with the provisions of the Contract to such an extent that the Contract shall be forfeited, the Surety shall have the right to assume the Contract and proceed to perform or sublet the same, as therein provided. And the Surety shall, in that event, be subrogated to all the rights and interests of the Contractor arising out of the Contract, and be entitled to hold and use all of the equipment and properties of the Contractor which may be necessary for the completion of the Contract; and all moneys which may be due said Contractor at the moment of his default, or which may thereafter become due said Contractor under or by virtue of the Contract, shall become due and payable to the Surety as the work progresses, subject to all of the terms of the Contract.

SECOND, that any alterations which may be made in the terms of the Contract, or in the work or materials to be furnished there under; or the granting by the Owner of any extension of time, or any forbearance or action on the part of either the Owner or the Contractor toward the other under said Contract; shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns, from their liability hereunder; notice to the Surety of any such alteration, extension, forbearance, or action, being hereby waived; provided, that the written consent of the Surety shall first be obtained if any alteration be required which shall alter the general character of the work as a whole, or which shall increase the total amount to be paid to the Contractor by more than twenty-five (25%) percent.

THIRD, no right of action shall accrue hereunder to or for the use or benefit of anyone other than the Owner, and the Owner's rights hereunder may not be assigned without the written consent of the Surety.

WITNESS OUR HANDS AND SEALS, this _____ day of _____, 20__.

(SEAL)

Contractor

Address: _____

By: _____

Witness

Surety Address: _____

By: _____

General Conditions

GENERAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents shall include the Notice to Bidders, Information for Bidders, Contractor's Proposal, Agreement, Specifications, Plans, and any addenda to specifications and all provisions required by law to be inserted in the contract, whether actually inserted or not.

Whenever separate publications in the New York State Department of Transportation Standard Specifications are referenced in the contract documents, it is understood to mean the publication and specifications, as amended, which are current on the date of advertisement for bids.

2. DEFINITIONS

- A. "Calendar Day" - Every day shown on the calendar.
- B. "Contract" - The agreement covering the performance of the work, and the furnishing of labor and materials in the construction of the work in conformance with the requirements of the contract documents.
- C. "Contract Item" - (Pay Item) A specifically described unit of work for which a price is provided in the contract.
- D. "Contractor" - A person, firm or corporation with whom this contract is made by the Owner.
- E. "Engineer" - The Engineer representing the Owner having direct supervision of the execution of the contract under the direction of the Owner or the Owner's representative.
- F. "Extra Work" - An item of work not provided for in the Contract awarded but found essential to the satisfactory completion of the contract within its intended scope.
- G. "Final Estimate" - A certified listing of final quantities, amounts of each item and total cost of the completed work specified in the agreement, the amounts paid to the contractor under the contract, any deductions not included in the final agreement, and the amount of the final payment to the contractor.
- H. "Highway" - The whole strip of land bounded by the right-of-way lines.
- I. "Inspector" - The Owner or Engineer's representative designated to observe or inspect methods and materials used relating to work both on and off the site of the contract.

- J. "MUTCD" - Manual of Uniform Traffic Control Devices as set out by the New York State Department of Transportation Traffic and Safety Division.
- K. "Monthly Estimates" - Payment to the contractor for work satisfactorily performed, made on percentage basis prescribed by Section 10, "Payment to Contractor: Retainage" of the Supplemental General Conditions.
- L. "NYSDOT" - When used shall mean New York State Department of Transportation.
- M. "NYS Standard Specifications" - (or NYS Standard Sections) The Standard Specifications for the Construction and Materials (or the Standard Sheets) as issued by the New York State Department of Transportation Design and Construction Division.
- N. "Owner" - When used means the political entity, Department or representative named in the Notice to Bidders.
- O. "Plans" - The official contract drawings and applicable standard sheets, which show the location, character, dimensions, and details of the work to be performed.
- P. "Project" - Construction work to be performed under one or more construction contracts to complete an undertaking.
- Q. "Right-of-Way" or R.O.W. - A general term denoting land, property or interest therein, usually in a strip, acquired for or devoted to a highway.
- R. "Roadbed" - The graded portions of a highway within top side slopes, prepared as the foundation for the pavement structure and shoulders.
- S. "Roadway" - The portion of a highway included between the outside edges of the shoulders.
- T. "Shoulder" - Portion of the roadway contiguous to the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.
- U. "Site" - The specific area adjacent to and including the area upon which the construction work is to be performed. Generally such area may be considered as defined by the right-of-way or property made available to the contractor for construction operations.
- V. "Specifications" - The body of direction, requirements, etc. contained in these General Conditions, together with all documents and any descriptions and agreements made (or to be made), pertaining to the methods (or manner) of performing the work or to the quantities, and qualities as shown by the test records as accepted materials to be furnished under a contract.

W. "Subcontractor" - A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.

X. "Ton" - A short ton of 2,000 pounds.

Y. "Work" - Also defines Project.

3. GENERAL

When available, information will be furnished regarding the location of accepted materials; but the use of any material will be permitted only so long as its quality remains equal to that of the accepted sample. In all cases the Contractor will be required to satisfy himself as to the available supply of materials and the relative location of the same.

4. DETAILS, DRAWINGS AND INSTRUCTIONS

The Engineer shall furnish, with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions. In giving such additional instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of such work.

5. SHOP DRAWINGS

The Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any other Contractor, all requested copies of all shop or setting drawings and schedules required for the work of the various trades and the Engineer shall pass upon them with reasonable promptness. The Contractor shall make any corrections required by the Engineer, file with him corrected copies and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the contractor from responsibility for deviation from drawings or specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

6. AMBIGUITY IN PLANS

In case of any ambiguity in the plans and specifications, or between them, the matter must be immediately submitted to the Engineer, who shall adjust the same, and his decision in relation thereto shall be final and conclusive.

7. ACCURACY OF PLANS AND SPECIFICATIONS

The detail plans and specifications for the contract have been prepared with care and are intended to show as clearly as is practicable the work required to be done. The Contractor must realize, however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable minor modifications in the details of plans and quantities of work involved. Work under all items in the contract must be carried out to meet these field conditions to the satisfaction of the Engineer and in accordance with his instructions and the contract specifications.

8. WORK REQUIRED

Under this contract the Contractor shall be required to do all work enumerated under the different items of the contract and in addition to this shall be required to protect all the adjoining property and to repair or replace any such properties damaged or destroyed by him or his employees. He will also be required to put in perfect condition for use the entire premises, and to remove from the premises and from the adjoining property all rubbish and surplus materials resulting from the work which may have accumulated during its prosecution, and to clean up the entire premises within the bounds thereof during the progress and upon completion of the work.

9. START AND PROGRESS OF WORK

At least five (5) working days before starting work, the Contractor shall submit to the Engineer for approval an outline of his proposed methods and manner of executing the work including sequences of operation and time schedule for work to progress. If found satisfactory, the Engineer shall approve the submittal and the work shall progress in accordance with such schedules or amendments thereto.

10. CONTRACTOR TO GIVE PERSONAL ATTENTION

The Contractor shall give his constant personal attention to the work while it is in progress or he shall place it in charge of a competent and reliable English-speaking superintendent, who shall have authority to act for the Contractor and who shall be acceptable to the Engineer. The Contractor shall,

at all times, employ labor and equipment which shall be sufficient to prosecute the several classes of work to full completion in the manner and time specified. All workmen must have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special or skilled work shall have had sufficient experience in such work to properly and satisfactorily perform such and operate the equipment involved. Any person employed by the Contractor whom the Engineer may deem incompetent or unable to perform the work shall be immediately removed from the site of the work and shall not again be employed at the site of the work. In case the Contractor disagrees with the removal of such employee from the site of the work, the matter may be reviewed by the Owner.

11. ORDERS TO FOREMAN

Whenever the Contractor or his superintendent is not present on any part of the work where it may be desired to give directions, orders will be given by the Engineer or his representative and shall be received and obeyed by the Foreman who may have charge of the particular work in reference to which the orders are given. All foremen shall be English speaking.

12. MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light and power necessary for the execution of the work. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

13. SUBCONTRACTS

The Contractor to whom this contract shall be let is prohibited from assigning or otherwise disposing of same, or his right, title or interests therein, or his power to execute said contract, to any other person(s), company or corporation, without the previous consent of the Owner in writing. If such consent is obtained and work is sublet, this section shall not relieve the Contractor from any part of his obligation under the contract to the Owner. The Owner shall have the right at any time to terminate said subcontract if the subcontractor fails to perform the work satisfactorily, in which case the Contractor shall complete the work. If the Contractor proposes to subcontract a part of the Contract, the name of the proposed subcontractor shall be submitted for approval.

14. SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their

materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.

To insure the proper execution of his subsequent work the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

15. INSPECTION OF WORK

The Owner, the Engineer, and their representatives, shall at all times have access to the work wherever it is in preparation or progress. The Contractor shall provide adequate notice to the Owner and Engineer before entering the site, beginning work, or beginning a new phase of work.

Wherever or whenever the Engineer shall consider it necessary to remove any portion of the work executed under this contract for inspection or for any other purpose, no payment shall be made for such removal or for replacement of the work to satisfactory conditions in case such inspection shows that the work was not constructed in accordance with the terms of this Contract; nor shall payment be made for the removal or replacement of any work which may itself be satisfactory, but the removal of which is necessary for the replacement of unsatisfactory work.

But if such inspection shows that the work was constructed in accordance with the terms of the Contract, payment shall be made for the removal at contract unit prices for furnishing and incorporating like materials into the work. Replacement in such cases and where ordered, shall be paid for at contract unit prices. When unit prices do not apply, payments shall be based on the actual net cost of labor and materials plus 15%.

All work shall be in a first-class and satisfactory condition at the time the contract is accepted.

16. REJECTION

Any material which is rejected because of failure to meet the required tests or that has been damaged so as to cause rejection, shall be immediately removed from the site of the work.

17. STOPPING WORK

The Engineer may stop by written order any work or any part of the work under the contract if the methods or conditions are such that unsatisfactory work might result, or if improper materials or workmanship are being used.

18. OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provisions of the contract, the Owner, after three days' written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided, however, that the Engineer shall approve both such action and the amount charged to the Contractor.

19. ABANDONMENT

If the Contractor shall abandon the work under this contract or if at any time the Engineer shall be of the opinion, and shall so certify to the Owner, that the work is unnecessarily delayed, or that the Contractor is violating any of the conditions of the contract, or executing same in bad faith, then at the option of the Owner, this contract may be declared null and void, the security forfeited, the materials delivered and built into the work shall become the property of the Owner. The Owner, may then, at its option, proceed to complete the work and increased costs and any damage to the Owner shall be deducted from the funds retained by the Owner and from any moneys realized from the value of the reverting material. If the contract is annulled as per this provision, the Contractor shall not be entitled to any damage on account thereof, or shall such annulment affect the right of the Owner to recover from the Contractor or his bondsmen, damages arising therefrom.

20. CONTRACTOR'S CLAIM FOR DAMAGES

If the Contractor shall make claim for damage from the Owner for any damage sustained by reason of acts of the Owner he shall within five days after sustaining such damage, make written statement of the nature of the damage to the Engineer, and shall within twenty days thereafter file with the Engineer an itemized statement of the details and amount of the damage.

21. PATENTED DEVICES, MATERIALS AND PROCESSES

It is mutually understood and agreed that contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters, patent or

copyright the Contractor shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the contract, and shall indemnify the said Owner for any costs, expenses, and damage which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work.

22. EQUIVALENTS

The mention of apparatus, articles or materials by trade names and such specific description of same as is made is intended to convey to the Contractor the understanding of the degree of the excellence required. An article or material which will conform substantially to the standard of excellence established is deemed to be eligible for offer by the Contractor. The Engineer shall be sole judge of the qualifications of the offerings and shall accept or reject said offerings in writing.

23. LINES AND GRADES

The necessary lines and bench marks will be given to the Contractor who will be responsible for the establishing of grades and the maintenance of lines.

24. CUTTING, PATCHING AND DIGGING

The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive work of other Contractors shown upon, or reasonably implied by, the Drawings and Specifications, for the completed structure and he shall make good after them, as the Engineer may direct.

Any cost caused by defective or ill-times work shall be borne by the party responsible therefor.

25. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury arising in connection with the contract. He shall make good any such damage or injury, except such as may be directly due to errors in the contract's documents. He shall adequately protect adjacent property as provided by law and the contract's documents.

26. LAWS

All Town, County and State laws, ordinances and regulations limiting the operations of those engaged upon the work or affecting the materials used therein, must be complied with by the Contractor.

27. CHANGES IN THE WORK

The Owner, without invalidating the contract, may make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, such adjustments being based on the schedule of values or unit prices; all such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

28. EXTRA WORK

No extra work will be paid for unless done upon written order from the Engineer. Extra work will be paid for according to the contract schedule of unit prices. Where unit prices for work are not included in the schedule, 15% advance upon the actual cost, as determined by the Engineer, will be paid the Contractor. All bills for extra work must be submitted on or before the first day of the month following performance of same.

The Engineer shall, as soon as practicable after the completion of the work, make a final certificate of the amount of work done and the value thereof and the Owner shall within thirty days thereafter pay the entire sum so found to be due after deducting therefrom all previous payments, except, that in case any portion of the completed work is unsatisfactory to the Engineer, no final payment shall be made to the Contractor until same has been properly repaired.

29. EVIDENCE OF PAYMENT BY CONTRACTOR

The Contractor shall furnish the Owner, whenever requested, satisfactory evidence that all persons that have done the work or furnished materials under this contract have been fully paid or satisfactorily secured. In case such evidence is not furnished, such an amount as may be necessary to meet the claims of such dissatisfied person(s) may be retained from moneys due the Contractor under this contract until the claims shall have been fully discharged.

30. PAYMENTS WITHHELD

The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for payment to such extent as may be necessary to protect the Owner from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence, indicating probable filing of claims.
- C. A reasonable doubt that the contract can be completed for the balance then unpaid.
- D. Failure of the Contractor to make payments properly to subcontractor or for material or labor.
- E. Damage to another contractor.
- F. Failure to comply with "Contract Provisions" or any other requirements contained in this contract.

When all the above grounds are removed, certificates shall at once be issued for amounts withheld because of them.

31. ACCEPTANCE OF FINAL PAYMENT

The acceptance by the Contractor of the final estimate and payment, made as aforesaid, shall operate as and be a release to the Owner of all claims by and all liabilities to the Contractor for all work done and materials delivered or for any act of the Owner for such labor and material.

32. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify him against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and a reasonable attorney's fee.

33. ASSIGNMENT

The Contractor who is awarded the contract is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract to any other person, company or corporation without the previous consent in writing of the Owner awarding the same.

34. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the time of final payment. The Owner shall give notice of observed defects with reasonable promptness.

35. LABOR

Other things being equal, the Contractor shall give preference to the employment of citizens residing within the area of the work. The Contractor shall comply with the Laws of the State of New York, including the Labor Law.

36. CONTRACTORS AND SUBCONTRACTORS INSURANCE

The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified:

A. COMPREHENSIVE GENERAL LIABILITY

Comprehensive General Liability shall be written on an occurrence form of policy, with limits of:

General Aggregate.....	\$6,000,000
Products and Comp/ops.....	\$2,000,000
Personal Liability.....	\$2,000,000
Fire Damage.....	\$50,000
Medical Payments.....	\$5,000

The Comprehensive General Liability shall be written to include:

- (1) Contractor's Protective Liability with limits not less than those specified above, to protect the Contractor against claims arising from the operations of any Subcontractor which is employed on the project.
- (2) Contractual Liability with limits not less than those specified above, insuring the provision in the Contract for indemnification of the Owner and the Engineer.
- (3) "XCU" Exclusion Deleted - The Contractor or a Subcontractor shall not perform any blasting nor discharge explosives, until satisfactory evidence (in writing) has been submitted (seventy-two hours in advance of commencement of such operations) to the Engineer that the Contractor's Property Damage Liability Insurance covers injury to or destruction of property, resulting from blasting or explosion. In the event that there are gas lines or structures owned by others within 200 feet of the site of the blasting operations, the Contractor shall give at least 72 hours notice to the owner of such property.

In the event the operations of the Contractor or a Subcontractor involve the use of mechanical equipment - for the purpose of grading land, paving, excavating, drilling, burrowing, filling or back-filling, or pile driving - such work shall not be undertaken until satisfactory evidence in writing has been submitted to the Owner and Engineer that the Contractor's Property Damage Liability insurance covers injury to (or destruction of) underground property. Such property may be wires, conduits, pipes, mains, sewers, tanks, tunnels, or similar items (or any apparatus in connection therewith) beneath the surface of the ground or water - or any other property, whether it be the property of the Owner or of others.

In the event the operations of the Contractor or a Subcontractor include (1) grading of land, excavating, burrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work, or (2) moving, shoring, underpinning, raising or demolishing any building or structure or rebuilding or removal of any structural support thereof, such operations shall not commence until written evidence has been submitted to the Owner and Engineer that the Contractor's insurance includes coverage of any building or structure.

The Engineer may, at his discretion, require increased Property Damage Liability limits sufficient to cover injury or damage to property exposed to operations described in the three paragraphs above.

Catastrophe Excess Liability or Umbrella policies are acceptable in fulfilling the limits required, provided such policies do not contain restrictions or exclusions of any coverage required under these Specifications.

The Comprehensive General Liability shall name as insureds the Contractor, the Owner, and the Engineer.

B. Automotive Liability

The Contractor shall take out and maintain, during the life of this contract, Business Automobile Liability insurance (covering all owned, non-owned, and hired vehicles) with limits not less than the following:

	<u>Coverage</u>	<u>Limit</u>
(1)	Bodily Injury and Property Damage	Combined Single Limit per Accident - \$2,000,000
(2)	No-Fault	Statutory Benefits
(3)	Uninsured Motorist	Statutory Limits

C. Workers Compensation & Employers Liability

The Contractor shall procure and maintain (and assume the expense of) during the Contract time - in accordance with the provisions of the laws of the State in which the work is performed - Workers Compensation insurance (including occupational disease provisions) for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees (engaged in hazardous work under this contract at the site of the project) is not protected under Workers Compensation statute, the Contractor shall provide - and shall cause each Subcontractor to provide - adequate and suitable insurance for the protection of those employees not otherwise protected.

D. Statutory Disability Benefits - New York State

The Contractor shall procure and maintain (and assume the expense of) coverage, which will pay the benefits to employees required under the Worker's Compensation Law of the State of New York, for off-the-job injury and for non-occupational disease.

E. Certificates

Certificates of insurance (acceptable to the Owner) shall be filed with the Owner prior to the commencement of the work. These certificates shall contain information sufficient to confirm compliance with the requirements in the Specifications. The certificates shall contain a provision that coverage afforded under the policy will not be canceled or

reduced, nor will the policy be allowed to lapse at expiration, unless at least 30 days prior written notice by Certified Mail has been given to the Owner.

A sample of a Certificate is contained on the next page.

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

Producer

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

CODE

SUB-CODE

COMPANY LETTER A *[Carrier shall be licensed]*

COMPANY LETTER B *to do business in the states*

COMPANY LETTER C *where the work is located]*

COMPANY LETTER D

COMPANY LETTER E

INSURED

[Contractors Name and Address]

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <u>X</u> OCCUR <input checked="" type="checkbox"/> OWNERS & CONTRACTORS PROT. <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY				GENERAL AGGREGATE \$ 2,000 PRODUCTS-COMPOS AGGREGATE \$ 1,000 PERSONAL & ADVERTISING INJURY \$ 1,000 EACH OCCURRENCE \$ 1,000 FIRE DAMAGE (Any one time) \$ 50 MEDICAL EXPENSE (Any one person) \$ 5	
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
	EXCESS LIABILITY <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY \$ 100 (EACH ACCIDENT) \$ 500 (DISEASE-POLICY LIMIT) \$ 100 (DISEASE-EACH EMPLOYEE)	
	OTHER STATUTORY DISABILITY BENEFITS					

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

[Name owner and engineer as additional insureds.]

CERTIFICATE HOLDER

[Name and address of owner and engineer]

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Supplemental General Conditions

SUPPLEMENTAL GENERAL CONDITIONS

1. MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, transportation, superintendence, and temporary construction of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

2. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims and encumbrances.

3. SURVEYS, PERMITS, AND REGULATIONS

Unless otherwise expressly provided for in this contract, the Owner shall furnish to the Contractor all surveys necessary for the execution of the work. The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences and their protective facilities.

4. CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the directions of the Engineer as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract

and specifications, and shall do, carry, and complete the entire work to the satisfaction of the Engineer.

5. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

6. PROTECTION OF WORK & PROPERTY - EMERGENCY

In case of any emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval.

Where the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 28 of the General Conditions.

7. CORRECTION OF WORK

All work, all materials, (whether incorporated in the work or not), all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction, for the purposes for which they are used. Should they fail to meet this approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall be removed immediately from the site. If, in the opinion of the Engineer, it undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount that in the judgment of the Engineer shall be equitable.

8. EXISTING CONDITIONS FOUND DIFFERENT

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions. If he finds that they materially differ from those shown on the plans or indicated in the specifications he will make such changes as necessary, and any increase or decrease in cost resulting from such changes will be adjusted in the manner provided for in Paragraph 28 of the General Conditions.

9. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after receiving the award of the contract and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish, on forms to be supplied by the Owner, a periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will not be considered as fixing a basis for additions to, or deductions from, the contract prices.

10. PAYMENT TO CONTRACTOR: RETAINAGE

Progress payments will be made to the Contractor by the Owner based on a monthly work performance period. The estimate for in-place work performed during the preceding period must be duly certified and approved by the Owner. The Contractor shall submit his pre-approved billing to the Owner, and will receive payment in accordance with the Owner's audit procedures. To insure proper performance of the contract, the Owner shall retain five percent (5%) of the amount of each billing until final completion and acceptance of all work covered by the contract.

Unless otherwise stipulated in the Contract Agreement, no partial payments will be made for materials delivered and stockpiled on the project site.

All work paid for shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of the work (for which payments have been made) or the restoration of any damaged work - or as a waiver of the right of the Owner to require fulfillment of all the terms of the contract.

The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and

furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having served written notice on the said Contractor, either pay the unpaid bills - of which the Owner has written notice - or direct (or withhold), from the Contractor's unpaid compensation, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the Owner to either the Contractor or his Surety.

In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor and any payment so made by the Owner, shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith.

11. CONTRACT SECURITY

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract, and also a payment bond in an amount equal to one hundred percent (100%) of the contract price, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with the contract. The performance and payment bonds may be in one or in separate instruments.

12. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other contractors or any subcontractors shall suffer loss or damage of work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against such claim.

13. ENGINEER'S AUTHORITY (OR DESIGNATE)

The Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for

under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts with regard to their work which may arise between the Contractor under this contract and other contractors performing work for the Owner shall be adjusted and determined by the Engineer.

14. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished on a unit price basis under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids, and the right is expressly reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary by the Owner, to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims of liability for damages.

15. LAND AND RIGHTS-OF-WAY

Prior to the start of construction, the Owner shall obtain all land right-of-ways necessary for the carrying out and completion of work to be performed under this contract.

16. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

17. MINIMUM WAGES

All laborers, mechanics, and workmen employed in the execution of the work described herein, shall be paid in accordance with the New York State Department of Labor, Schedule of Wages And Supplements included with this specification.

18. SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

19. TIME FOR COMPLETION

It is hereby understood and mutually agreed between the Contractor and Owner, that the date for completion as specified in the contract of work to be done hereunder, is an essential condition of the contract; it is further mutually understood that the bidder agrees to commence work in a timely manner after receiving a "Notice to Proceed", so as to fully complete the project within the specified number of days in ARTICLE 2 of the Agreement. The Contractor agrees that said work shall be prosecuted regularly, diligently and without interruption, such that the rate of progress will insure full completion thereof within the time specified.

20. FAILURE TO COMPLETE WORK ON TIME

If a specific amount is determined and stated in the Agreement for liquidated damages for any work remaining incomplete after the controlled time specified for the completion of work, this amount will be deducted from any money due the Contractor. Due account will be taken of any adjustment of the contract time for completion of the work granted in accordance with the following provisions:

- A. The number of days for performance allowed in the contract awarded is based on the original quantities. Unless otherwise determined, an increase in quantities will increase the time allowed for the performance of the contract by the ratio of the final contract price to the original contract price.
- B. If the Contractor finds it impossible, for reasons beyond his control, to complete the work within the contract time as specified or as extended in accordance with the provisions of this section, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth therein the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as conditions justify. The extensions of time for completion shall then be in full force and effect the same as though it were the original time for completion.

- C. If the contract time is on the calendar day basis, no extension of time will be considered for unsuitable weather or conditions resulting therefrom.
- D. In general, no extended date of completion will be allowed due to failure in procurement or functioning of equipment, materials, or other items necessary for proper prosecution of the work. However, an extension of time will be granted if a request is made in writing and supporting evidence is furnished that there will be an abnormal delay, which is beyond the control of the Contractor or the fabricator in the delivery of the materials which are in critical shortage due to defense needs.
- E. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

21. TWENTY-FOUR HOUR CALL

The Contractor shall provide the Engineer with the names and telephone numbers of at least two (2) employees of the firm who can be reached twenty-four (24) hours a day. This will enable the Owner to contact the Contractor any time that an emergency might arise involving the Contractor's operations or responsibilities.

22. SANITARY REGULATIONS

The Contractor shall provide the necessary enclosed sanitary conveniences for the use of his workmen and inspection personnel. They shall be of a type approved by the Engineer and the New York State Department of Labor, and shall be maintained by the Contractor during their use and kept in a clean and satisfactory manner. These structures shall be sufficient in number for the size of the job and their use will be required. The Contractor shall notify all his workmen that no nuisances will be permitted in this regard and any complaints from the residents along these lines shall call for stricter enforcement of the provisions of this Article.

Facilities such as "Sani-John" or similar prefabricated units will be approved as long as they are kept in a clean condition. Each unit shall include a toilet and urinal.

Potable drinking water shall also be provided.

23. WORK ON EASEMENTS AND RIGHT-OF-WAYS

The Contractor shall confine his operations to the limits of the right-of-ways indicated on the drawings and shall not trespass on private property. Where the Owner has procured easements and

right-of-ways from individuals, extreme care must be exercised while working on these areas. Where lawns, gardens, driveways, and other developed ground is traversed of necessity by heavy equipment, the surface of the area shall be planked, or otherwise adequately protected to prevent harm by caterpillar tractors, heavy wheels, etc. Bulldozers and other heavy equipment shall not be used for backfilling near lawns or other highly developed areas.

24. DISPOSITION OF SURPLUS MATERIALS

All excavated material shall become property of the Contractor. It shall be removed from the working areas as work proceeds. If the Contractor desires to deposit this surplus material upon private property, permission shall first be obtained from such property owner or owners.

25. BLASTING

No blasting will be permitted on this project without the written consent of the Engineer and only at the time or times as ordered by the Engineer.

26. WORKING HOURS

Unless special permission is given by the Engineer, all work shall be done between 7:00 A.M. and 5:00 P.M., Monday through Friday.

27. CLEAN UP

As work along the various lines is completed, the Contractor shall systematically clean up the area. Surplus material, debris, or any waste material shall be removed. Fences, shrubs, sidewalks, or any items that require replacement, shall be set in a workmanlike manner. Where excavated material has been spilled over on lawns, or well developed gardens, etc., said material shall be thoroughly removed to the satisfaction of the Engineer. Sidewalks or paved areas shall be left broomed clean.

28. TRESPASSING ON PRIVATE PROPERTY

The General Contractor shall not invade or enter upon private property, lands, or buildings along the right-of-way, unless written permission is secured from the Owner. The Contractor will be held responsible for all damages done. Any such injury committed shall be satisfactorily repaired, or items replaced, at the Contractor's own expense. The Engineer will act to see that the General Contractor underwrites all expenses and damages so incurred. The Contractor may make arrangements to use private property for storage, etc.

29. KEEPING OF RECORDS AND ACCESS THERETO

The General Contractor shall keep all necessary records, books, dairies, etc., of the performance of work in accordance with accepted construction and business practices. They shall be available to the Owner, New York State Department of Labor, and any other parties as dictated by law, and they shall have access if necessary. The Contractor shall, at any time within three (3) years following the date of acceptance of the project, make such records available, upon request therefor, to the Owner for review and audit. In case all or a part of such records are not made so available, the Contractor understands and agrees that any items not supported by reason of such unavailability of the records shall be disallowed, or if payment therefore has already been made, the Contractor shall, upon demand in writing by the Engineer, refund to the Owner the amount so disallowed.

30. PRE-CONSTRUCTION CONFERENCE

It is required that there shall be a pre-work conference and the Contractor shall attend this meeting. It shall take place at a time and place to be announced later. This meeting shall take place before the beginning of construction. Performance of the contract will be discussed, plus scheduling, number of crews, equipment, materials and construction details.

31. JOB MEETINGS

The Contractor shall attend all job meetings called by the Engineer or shall be represented by a person with complete authority to make all decisions affecting the Contractor's operations. Failure to be so represented at any job meeting which is held at a mutually agreed upon time or for which three (3) days oral or written notice is given, shall in no way relieve the Contractor from abiding by any and all decisions made at such meeting.

32. STREAM CROSSINGS

Whenever work is done on this project in the area of streams and waterways, the Contractor shall adhere to all the requirements set out by the New York State Department of Environmental Conservation, Division of Pure Waters. These regulations are as follows:

- A. The project shall not obstruct the upstream or downstream movement of the fish. Culverts and the floors of box culverts in bridges shall be, as nearly as possible, flush with the stream bed.

- B. Sufficient flow of water shall be maintained at all times to sustain aquatic life downstream.
- C. Any culvert, box culvert, or bridge floor shall be designed to provide a "V" or dish shaped channel, which concentrates flow during periods of low water, and facilitates the movement of fish.
- D. Disturbance of the stream bed shall be kept at an absolute minimum; the stream bed shall be returned as nearly as possible to its original condition or better. Where possible, in modifying a stream bed, the centerline shall be eight (8) to twelve (12) inches lower than the toe of the channel bank, to concentrate the flow of water.
- E. Where work necessitates disturbing banks, they shall be returned to original condition or they shall be graded to a 1 vertical to 3 horizontal slope and rip-rapped or planted with suitable grasses, trees, and shrubs so as to prevent erosion. All trees and brush removed shall be kept to a minimum.
- F. Any dike or cofferdam required to facilitate construction shall be erected in such a manner that stream flow will not be sufficiently reduced to endanger fish life downstream. Such dike or cofferdam shall be erected with materials that will not contribute substantially to the turbidity or siltation of the stream.
- G. During the project, care shall be taken to prevent or reduce to a minimum, any damage to any stream from pollution by debris, or sediment of other material, or from the manipulation of equipment and/or materials in or near such streams. Water that is used for washing or processing, or that contains oils or sediments that will reduce the quality of the water in the stream, shall not be directly returned to the stream. Such waters will be diverted through a settling basin or filters, before being directed into the streams.
- H. If water is taken from a stream for construction purposes and an impounding structure is necessary, such structures shall be erected in a manner causing the least possible disturbance to the stream.
- I. In all cases involving work in streams, every effort shall be made to return the stream to the highest possible standard for aesthetic value, water quality, and fish habitat.

33. TRAFFIC CONTROL

Unless otherwise noted, all provisions of Section 619 "Maintenance and Protection of Traffic" of the New York State Standard Specifications, shall be an integral part of the Contract Documents.

Where the term "Engineer" is used, it shall mean the Engineer or his representative.

34. CONTROL OF MATERIAL

All materials used in the work shall meet the quality requirements as described in the Technical Specifications, for each item.

It shall be the responsibility of the Contractor to advise the Engineer of the sources of proposed materials sufficiently in advance of their use, so that proper tests may be made. Immediately upon award of the contract, the Contractor shall furnish, in writing to the Engineer, the sources of supply, types of all items, and kinds of materials which he proposes to use in the work. No change shall be made in the sources of supply or kinds of materials, or in the type of any items without written approval of the Engineer.

All materials and products proposed to be used in construction may be inspected, sampled, and tested by the Owner or its designated representative. The expense of all such testing, inspection, and sampling shall be paid for by the Contractor unless specifically excluded elsewhere in the Contract Documents.

Unless otherwise directed by the Engineer, no materials shall be used until the Engineer in charge of the contract gives acceptance of that material, and such material shall be used only so long as the quality remains equal to that of the accepted sample. This initial acceptance of a material shall in no way preclude further examination and testing of a material at any time the Engineer suspects that the material is no longer properly represented by the accepted sample. The acceptance at any time of any material shall not bar its future rejection if it is subsequently found to be defective in quality or uniformity.

The United States Standard Screen Sieves meeting ASTM E11 shall be used on all materials requiring gradation tests.

35. UTILITIES

All known public and private utility installations within the contract limits are shown in their approximate existing locations on the Contract Plans. The Contractor is, however, cautioned that these locations are not guaranteed, nor is there any guarantee that all such facilities within the contract limits have been shown on the plans.

The relocation and adjustment of all privately owned utilities will be performed by the respective utility companies at their expense. It is imperative that the Contractor consult, cooperate and coordinate his work fully with the utility company.

The Contractor shall notify, in writing, any public utility, as well as the Engineer, at least five (5) days in advance of any work which may affect the utility or cause an interruption or disruption of utility service.

Utilities encountered during the work shall be maintained and protected in their existing locations until otherwise provided for. If service or utility lines not shown on the plans are encountered, excavation and grading shall be done with caution in order that these services not be disturbed until proper disposition of such is made by their owners.

The Contractor shall be responsible for any damage to utility lines caused by his operation.

36. DUST CONTROL

The Contractor shall apply calcium chloride and/or water as directed by the Engineer to prevent undesirable dust conditions. Payment for this work is to be included in the various items of the contract.

37. SAFETY

The Contractor shall perform all his operations in accordance with the applicable local, state, and federal safety regulations, and shall be responsible at all times for the safety of the general public and for the protection of persons who may, for any reason, enter within the limits of the work.

Appendix A



**CANADIAN
PACIFIC**

**MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS
WORKING ON RAILWAY PROPERTY**

April 2007

Initialed by:

CANADIAN PACIFIC'S MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON RAILWAY PROPERTY IS THE MINIMUM SAFETY REQUIREMENTS TO BE FOLLOWED AT ALL TIMES.

Note –

Prior to the commencement of any work at the worksite, a local safety orientation must be conducted in conjunction with Canadian Pacific and shall include the following:

- Hazard identification / risk assessment of hazards inherent in the work to be undertaken or generated by the work processes to be used.
- Various controls used to mitigate risk of the hazards present both as a result of the railway and contractor work processes.
- Local communication procedures including emergency call-out / response.
- Local evacuation procedures.

Initialed by: 2

TABLE OF CONTENTS

SR1 INTRODUCTION..... 4

SR2 GENERAL..... 4

SR3 PERSONAL ATTIRE..... 4

SR4 PERSONAL PROTECTIVE EQUIPMENT..... 4

SR5 PERSONAL CONDUCT..... 5

SR6 PROTECTION OF RAILWAY TRAFFIC AND PROPERTY..... 6

SR7 TRAIN MOVEMENTS AND WORKING NEAR TRACKS 7

SR8 TOOLS, EQUIPMENT AND MACHINERY..... 9

SR9 CRANES..... 10

SR10 CLEANUP, ENVIRONMENT AND FIRE PREVENTION 11

SR11 HAZARDOUS MATERIALS and RESPONSIBLE CARE 11

SR12 FIRST AID, INCIDENT AND ACCIDENT REPORTING 12

SR13 JOB BRIEFINGS 14

SR14 CONTRACTOR SAFETY POLICY 14

SR15 CONSTRUCTION SAFETY PLAN 14

SR16 COMPLIANCE WITH SAFETY REQUIREMENTS..... 17

TABLE A - EMERGENCY INFORMATION SHEET

Initialed by: 3

SR1 INTRODUCTION

1.1 At Canadian Pacific ("CP"), safety is an integral part of the way we do business. We expect everyone working on Canadian Pacific's property ("**Railway property**") to be unconditionally committed to safety. Safety must be given top priority and will take precedence over deadlines, production schedules, and all other considerations.

SR2 GENERAL

2.1 The Contractor shall be solely responsible for the safety of its agents, employees and subcontractors ("**Contractor Personnel**").

2.2 The Contractor shall comply with all applicable health and safety legislation, regulations and codes applicable to the work.

2.3 The Contractor shall ensure that all Contractor's Personnel comply with the following safety requirements when working on Railway property. The Contractor shall have a copy of the following documents on site at all times:

2.3.1 Canadian Pacific's Minimum Safety Requirements for Contractors Working on Railway Property.

2.3.2 Contractor's construction safety plan pursuant to section SR15 (if applicable).

2.3.3 Contractor's Emergency Information Sheet pursuant to section SR15.

2.3.4 Contractor's safety policies, rules and work procedures pursuant to SR14.

2.4 Access to Railway property for any Contractor Personnel is at CP's sole discretion. Such access is only for the purpose of Contractor Personnel performing services for CP, and only for the duration of Contractor's contract with CP. The Contractor shall ensure that Contractor Personnel wear appropriate Contractor photo identification and/or visitor tags while on Railway property, and have appropriate documentation to verify the services being performed for CP. The Contractor shall ensure that Contractor Personnel comply with CP's instructions regarding security restrictions or other restrictions resulting from emergent conditions.

SR3 PERSONAL ATTIRE

3.1 The Contractor shall ensure that Contractor Personnel wear clothing required by applicable legislation, regulation and codes and is suitable to perform job functions safely, protect against hazards to the skin and adequate for existing weather conditions.

SR4 PERSONAL PROTECTIVE EQUIPMENT

4.1 The Contractor shall ensure that Contractor Personnel wear personal protective equipment required by applicable legislation, regulations, codes and as necessary to protect against personal injuries while on Railway property, and in accordance with this Article SR4. All personal protective equipment shall be approved by the Canadian Standards Associations (CSA) or by the American National Standards Institute (ANSI), and shall be in good condition and be properly fitted.

Initialed by: 4

4.2 The following mandatory protective equipment shall be supplied by the Contractor at its own expense, and Contractor shall ensure that it is worn by Contractor Personnel on Railway property:

4.2.1 Safety hard hat shall be worn at all times, except inside enclosed vehicles or equipment.

4.2.2 Safety boots shall be worn at all times. They must have puncture resistant soles and meet CSA Z195 Grade One Green Triangle (Canada), or US ANSI Z41, Section 5 standards.

4.2.3 Safety glasses with permanently attached side shields that meet CSA Standard 94.3 (in Canada) and ANSI Standard 87.1 (in the US) must be worn at all times, except inside office buildings*** and inside enclosed cabs of vehicles.

***Safety glasses as specified above must be worn in office buildings, if the task being performed, results in a risk of injury to the eyes (i.e. construction related tasks, working with electrical hazards, etc.).

Additional eye and face protection equipment is to be worn as determined necessary by the Contractor, based upon the contractor's risk assessment.

Under special circumstances, whereby, the wearing of safety glasses will hinder specialized work being performed by the contractor or that the safety can be improved for the contracted employee(s) by varying from the standard outline above, the wearing of such will be determined by the Contractor, based upon the contractor's risk assessment.

4.2.4 Hearing protectors shall be worn in all designated locations and as required by any applicable governing legislation, regulations, and codes.

4.2.5 Appropriate respirators shall be worn whenever work processes create airborne particulates (i.e. dust, mist, vapour or fumes).

4.2.6 High visibility fluorescent work wear with reflective striping (CSA (Canada) or ANSI (US) approved preferred) shall be worn when-on Railway property.

High visibility work wear must not be covered by other clothing or equipment, except where necessary for safety reasons such as where fall protection or pole climbing equipment is being used.

SR5 PERSONAL CONDUCT

5.1 Entry upon Railway property when in possession of, or under the influence of intoxicants, narcotics, controlled substances or medication which may in any way adversely affect alertness, concentration, reaction response time or safety is prohibited. Contractors must have appropriate programs and processes in place to ensure that Contractor Personnel are in compliance with this requirement.

5.2 Possessing or using any alcoholic beverage or drug is prohibited when working on Railway property:

Initialed by: 5

- 5.3 CP is committed to providing and maintaining a work environment that supports the dignity of all individuals and will not tolerate any discrimination, harassment or violence in the workplace. Contractor shall ensure that Contractor Personnel conduct themselves in a manner consistent with these principles.
- 5.4 Smoking is prohibited in all buildings and on all Railway property, except where CP management has designated an outdoor smoking area.

SR6 PROTECTION OF RAILWAY TRAFFIC AND PROPERTY

- 6.1 The work shall be organized and executed in such a manner as to ensure no interference with the regularity and safety of railway operations. No step in any sequence of operations which might either directly or indirectly affect the regularity or safety of railway traffic shall be started until approval of the project manager has been obtained. No temporary structure, materials, or equipment shall be permitted closer than 12 feet (3.66 meters) to the nearest rail of any track without prior approval in writing of the project manager.
- 6.2 No work shall be done on or above, or use made of, any trackage without approval by the project manager and then only under the direct supervision of a qualified CP flagperson, or unless they are specifically authorized and qualified to perform said work.
- 6.3 The Contractor shall, at all times, conduct its operations in a wholly responsible manner to avoid damage to the CP's trackage or property.
- 6.4 Signs, signals and flags necessary for the safe operation of the railway shall not be obstructed, removed, relocated, or altered in any way without proper authorization. Blue flag protection on tracks signifies CP employees are on, under or between rolling stock equipment. Blue flags are important safety devices and must not be touched or obstructed.
- 6.5 Only qualified personnel are permitted to operate switches, derails, electric locking mechanisms or other appliances. The Contractor shall keep equipment, material and Contractor Personnel clear of this equipment at all times. Neither the Contractor nor Contractor Personnel shall operate or tamper with any signal or communication systems or any other railway safety devices unless specifically authorized and qualified.
- 6.6 While railway traffic is passing through, within 50 feet of the work area, the mechanisms for securing rotating equipment must be used to prevent rotational movement. Buckets on shovels must be lowered to the ground to rest. Operators shall get out of their equipment and position themselves in a safe area 20 feet from the track as a minimum where possible.

When working in multi-track territory Operators shall exit to the non-live side of the track and position themselves in a safe area 20 feet from the track as a minimum where possible (do not stand on or between adjacent tracks).

- 6.7 Construction equipment parked on Railway property on nights or weekends shall be secured in a safe position well clear of all tracks to prevent accidental contact with trains and moving equipment and to not restrict train crew sightlines. As much as possible, materials shall be stored in locations where they are not subject to public viewing in

Initialed by:

order to prevent vandals from using them to cause derailments or damage to Railway property. Scrap materials shall be disposed of as soon as possible. The Contractor shall consult with CP personnel to determine the best location to store equipment and materials.

- 6.8 Before starting excavation operations, the Contractor shall ascertain that there are no underground wires, fibre optic cables, pipelines or other facilities which could be damaged or, if present, that such installations are properly protected. Fibre optic cables are present on most segments of the right-of-way. Prior to commencing any excavation, the Contractor shall contact the proper authority to obtain the necessary permit and to locate and protect such cables.

Excavations shall not be left unattended unless they are properly protected; and the CP supervisor shall be notified.

- 6.9 Railway pole lines carry electric power and should be treated as any other power lines.

- 6.10 Any Contractor Personnel discovering a hazardous or potentially unsafe condition which may affect the safe passage of railway traffic must advise CP immediately:

In Canada – Network Management Centre (NMC) Calgary 1-800-795-7851

In the US – Operations Centre Minneapolis – 1-800-SOO-HELP (1-800-766-4357)

SR7 TRAIN MOVEMENTS AND WORKING NEAR TRACKS

- 7.1 The Contractor shall ensure that all Contractor Personnel are aware of and comply with the following safety rules which apply to working near railway tracks:

7.1.1 Personnel shall be alert to train movement shall expect the movement of trains, engines, cars, or other moveable equipment at any time, on any track, and in any direction, even cars on sidings that appear to be stationary or in storage. Stay at least 50 feet (15 meters) away from the ends of stationary cars when crossing the track, and never climb on, under or between cars. To cross tracks, personnel shall look both ways, and if the tracks are clear, walk at a right angle to them.


7.1.2 Personnel shall not rely on others to protect them from train movement. The responsibility is theirs for safety on the railway.


7.1.3 Personnel shall not stand on the track in front of an approaching engine, car or other equipment.

7.1.4 Personnel shall be aware of the location of structures or obstructions where clearances are close.

7.1.5 Personnel shall not stand or walk on railroad tracks, either between the rails or on the ends of ties unless absolutely necessary. Personnel shall stay clear of tracks whenever possible.

Initialed by: 7

- 7.1.6  Within the **United States**, "ON TRACK SAFETY" rules apply. This is a set of rules, which were developed and promulgated by the Federal Railroad Administration (FRA 49 CFR Part 214, Subpart C - Roadway Worker Protection Regulations). The On Track Safety rules apply to contractors to a railroad who perform inspection, maintenance or repair to railroad facilities. These rules and procedures must be complied with to work on or near Railroad property. Specific training and obedience to these rules and procedures are a requirement of the FRA. Significant willful fines can result from the violation of these rules.

 Please refer to Canadian Pacific's General Requirement for Contractors On Track Safety Procedures.

Contractors will not be allowed to foul a track unless:

- o They have been properly advised of the On Track Safety awareness procedures;
- o A railway employee who is qualified to provide protection is present at the work site.

Fouling Track - The placement of an individual or an item of equipment in such proximity to a track that the individual or equipment could be struck by a moving train or track unit or in any case within four (4) feet of the field side of the nearest rail.

- 7.1.7 No work activities or processes are allowed within 50 feet (15 meters) of the track centerline while trains are passing through the work site unless specifically authorized. Personnel shall always, where possible, stand at least 20 feet back from the track(s), to prevent injury from flying debris or loose rigging. Also, personnel shall observe the train as it passes and be prepared to take evasive action in the event of an emergency.
- 7.1.8 Personnel shall not remain in a vehicle that is within 50 feet (15 meters) of a passing train, and shall not drive near moving trains. Personnel shall move vehicles away from the tracks at least 50 feet (15.24 meters) unless specifically authorized, or park the vehicle away from the tracks and walk to a safe distance whenever trains pass.
- 7.1.9 Personnel shall not stand on or between adjacent tracks in multiple track territory when a train is passing. Personnel shall be especially alert in yards and terminal areas as engines may be pushing cars, cars may be moving without any engine attached and engine/cars change tracks often.
- 7.1.10 Personnel shall not walk, stand or sit on the rails. As the rail surface can be extremely slippery, personnel must step over the rails when crossing tracks. Personnel shall also be aware railway ties can also be slippery and that railway ballast can shift while walking on top of it.

Personnel shall stay away from track switches as remotely operated switch points can move unexpectedly with enough force to crush ballast rock.

Personnel shall stay away from any other railway devices they are unsure of. Personnel shall not disturb or foul the ballast at any time.

- 7.1.11 Personnel shall not foul the track with any piece of equipment without a CP flagperson and proper protection.
- 7.1.12 Certain projects will require the assistance of a qualified flagperson. The decision as to where flagpersons are required rests with CP. One week advance notice is required before entering Railway property so that flagging protection requirements may be determined and arranged for.
- 7.1.13 Good communication between Contractor Personnel and CP's flagperson is imperative. Everyone must have knowledge of the flagging limits, time limits and location to clear for any train movements. CP's flagperson will be responsible for clearing any movement of workers and equipment near the tracks, no matter how minor.
- 7.1.14 Contractor Personnel shall not interfere with a CP's flagperson who is communicating by radio with the dispatcher or other CP employees. Personnel shall wait until the flagperson is finished and able to give them full attention. Personnel shall not assume a move is cleared by something overheard on a radio conversation.
- 7.1.15 Personnel shall not move equipment across the tracks except at established road crossings, or unless under the protection and authorization of a CP flagperson and only if the job site has been properly prepared for such a move. Tracked equipment will require a CP flagperson any time railroad tracks are crossed.
- 7.1.16 Personnel shall not move equipment across railroad bridges or through tunnels, except as expressly agreed by CP, and under such conditions as stipulated by CP, including without limitation, a CP flagperson.
- 7.1.17 The Contractor shall keep all Contractor personnel informed of current weather conditions. Personnel shall stay alert for possible high water conditions or flash floods. During severe weather conditions:
- Personnel shall be prepared to take cover in the event of a tornado.
 - Personnel shall not work while lightning is occurring;
 - If storm conditions arise unexpectedly, Contractor Personnel shall ensure that equipment is in the clear of the tracks and secured before seeking cover. Contractor Personnel shall stay away from railroad tracks when visibility is poor, such as during fog or blizzard conditions.

SR8 TOOLS, EQUIPMENT AND MACHINERY

- 8.1 All Contractor equipment, machinery and highway vehicles must:

Initialed by: 9

- Be in good working order (including lights and safety devices such as back-up alarms) and properly serviced and maintained;
- Be safe for their proposed use;
- Be equipped with appropriate emergency equipment (examples include fire extinguisher, first aid kit;) based upon Contractor's risk assessment;
- Comply with all applicable legislation, regulations and codes.

- 8.2 Drivers of highway vehicles must be in possession of a valid driver's license of the proper class of the vehicle being operated. The use of seat belts is mandatory for all drivers and passengers. Operators of vehicles and construction equipment must keep their headlights on at all times and observe all facility/area's speed limits and traffic rules. Unless otherwise posted, the speed limit on the CP's roads is 15 mph (24 km/h) or less as conditions warrant.
- 8.3 Unless authorized in writing, contractors' employees are not permitted to operate or ride on any CP rolling stock and shall not be carried in CP vehicles except in case of an emergency or unless specifically authorized.
- 8.4 Tools must be used only for the purpose for which they are designed. Defective tools must be repaired or replaced.
- 8.5 Machinery and equipment must be operated and maintained only by persons properly trained and qualified for that duty.
- 8.6 All equipment shall be in compliance with applicable legislation, regulations and codes and be equipped with appropriate safety apparatus. In particular, all mobile equipment, including excavators, shall be equipped with beacons and backup alarms.
- 8.7 The Contractor shall provide adequate lighting when performing work between sunset and sunrise.

SR9 CRANES

- 9.1 The Contractor shall ensure that its cranes and their operation by Contractor Personnel are in compliance with applicable legislation, regulations and codes and be equipped with appropriate safety apparatus. A copy of the latest annual crane inspection shall be provided to CP prior to the commencement of work.
- 9.2 All cranes shall be equipped with anti-two-blocking devices and safety latches on every hook.
- 9.3 All lifting apparatus such as steel cables, nylon slings, chains, shackles, etc., must be safety certified.
- 9.4 The Contractor shall conduct any work in proximity to power lines in such a manner that permits/procedures as required under applicable legislation, regulations and codes are adhered to.

- 9.5 While railway traffic is passing through the work area, loads on cranes must be lowered to the ground to rest. Cranes without bucket or load must have their load line tightened or retracted to prevent movement.
- 9.6 Cranes parked on Railway property on nights or weekends shall be secured in a safe position well clear of all tracks to prevent accidental contact with trains and moving equipment and to not restrict train crew sightlines. Consult with CP personnel to determine the best location to store equipment and materials. Crane booms shall be lowered onto ground supports so that it will be impossible for them to rotate and cause a track to be fouled.

SR10 CLEANUP, ENVIRONMENT AND FIRE PREVENTION

- 10.1 The Contractor shall take care to avoid any hazardous, unsafe, unhealthy or environmentally unsound condition, activity or spill on Railway property. The Contractor shall maintain Railway property in a tidy condition and free from the accumulation of waste products and debris. The Contractor shall not permit any debris, products used in the work, or water used to rinse out equipment, to be discharged or spilled on Railway property or into any adjacent lands, ditches, streams, ponds, sewers, etc.
- 10.2 The Contractor shall ensure that Contractor Personnel take all necessary precautions to prevent fires. All flammable material such as paper, rubbish, sawdust, oily or greasy rags, etc. must be kept away from buildings, structures and other facilities subject to fire damage. All flammable material must be disposed of daily by Contractor.
- 10.3 Storing or transporting fuel or gasoline in unapproved containers is prohibited.
- 10.4 If possible, the use of cutting or welding torches must be avoided during the last one-half hour of shifts.
- 10.5 Suitable, charged fire extinguishers and/or full water pump cans must be readily available at all times on the work site. Where the Contractor is working on the right-of-way or other property where a fire risk exists, the Contractor shall have appropriate fire prevention and suppression plan (including emergency numbers for CP, local firefighters and fire control districts) as well as such additional fire fighting equipment and trained Contractor Personnel on site, as required by provincial regulations, codes and guidelines.
- 10.6 CPR's representative must be advised promptly of any fire. Such fire must be fully extinguished or protection provided prior to leaving the work site.
- 10.7 Upon completion of the work, the Contractor shall remove his surplus materials and equipment from Railway property. The Contractor shall also remove all waste products and debris, including rinse out water, and leave Railway property clean and suitable for occupancy.

SR11 HAZARDOUS MATERIALS and RESPONSIBLE CARE

- 11.1 If chemicals are required by the Contractor to carry out its contractual obligations, the Contractor must ensure that the transport, label, use and storage of any chemicals are in accordance with all applicable laws, regulations and codes.

- 11.2 For all chemicals to be used, the Contractor must have available on site the latest Material Safety Data Sheet (MSDS) and provide CP with a list of employees' names who have been trained in Workplace Hazardous Materials Information System (WHMIS), or in OSHA's Hazard Communication Standard.
- 11.3 A current emergency response plan must be maintained by the Contractor and made available upon request to CP. Emergency response plans must include at a minimum:
- Contractor reporting procedures in the event of an incident or spill;
 - Emergency response contacts and phone numbers;
 - Incident reporting phone numbers including phone numbers for CP incident reporting and local CP personnel.

Any Contractor Personnel discovering a hazardous or potentially unsafe condition which may affect the safe passage of railway traffic or reporting an emergency or spill must advise CP immediately at:

In Canada,

**Network Management Centre (NMC) Calgary 1-800-795-7851
(excluding the Montreal Service Area (i.e. Oshawa, Ont. East))**

Montreal Service Area – Montreal Operation Centre 1-800-363-3277

In the US,

Operations Centre Minneapolis – 1-800-SOO-HELP (1-800-766-4357)

Canadian Pacific Police Services – 1-800-716-9132

- 11.4 In the event of an incident or spill, The Contractor must take all reasonable actions to contain the spill and respond in accordance with its emergency response plan.
- 11.5 The Contractor shall dispose of all chemicals and surplus waste materials in accordance with all relevant legislation, regulations and codes.
- 11.6 In addition to compliance with all applicable legislation, regulations and codes and as part of CP's commitment to Responsible Care (an initiative by the chemical industry to which CP is a Responsible Care partner), contractors must have appropriate systems and controls in place to mitigate potential environmental, health and safety risks while using chemicals on Railway property. CP will provide Contractor with information regarding Responsible Care upon request from Contractor.

SR12 FIRST AID, INCIDENT AND ACCIDENT REPORTING

- 12.1 The Contractor must have a first aid kit, of a size suitable for the crew, available in the immediate vicinity of the work site. It must be examined by the Contractor prior to the commencement of work, after each use and regularly each month to ensure that it is properly equipped. Any missing or altered articles must be promptly replaced by the Contractor.

Initialed by: 12

12.2 Where required, other first aid equipment such as stretchers, emergency showers, eye wash stations, etc. must be made available by Contractor at the work site.

12.3 All accidents, personal injury, occupational illness, damage to Railway property or customer property, and incidents, such as environmental spills, must be reported promptly by the Contractor to CP. The Contractor shall provide CPR with as much detailed information as possible, including:

- Time of incident;
- Location of incident;
- Extent of injuries and/or damage;
- Description of incident including the cause of incident, if known; and
- Contractor's name and telephone number.

Canadian Pacific Emergency Numbers

In Canada,

Network Management Centre (NMC) Calgary 1-800-795-7851
(excluding the Montreal Service Area (i.e. Oshawa, Ont. East))

Montreal Service Area – Montreal Operation Centre 1-800-363-3277

In the US,

Operations Centre Minneapolis – 1-800-SOO-HELP (1-800-766-4357)

Canadian Pacific Police Services – 1-800-716-9132

In the event of an environmental spill or any spill that could have a negative impact on the environment, the Contractor shall also provide CP with the following information:

- Description of location and surrounding area, including any sensitive environmental areas nearby (e.g., rivers, parks, sewers);
- Type and quantity of substance released;
- Cause of spill or deposit, if known; and
- Details of any immediate action taken or action proposed to be taken to contain spill and recover substance.

12.4 Security concerns and security incidents (i.e. theft, vandalism, bribery, stalking, assault or other incidents that may cause injury or property damage, or involve criminal activity) must be reported by Contractor to the Canadian Pacific Police Service 1-800-716-9132.

Initialed by: 13

SR13 JOB BRIEFINGS

- 13.1 When required by CP or by the Contractor, a job briefing must be conducted.
- 13.2 The Contractor Personnel performing services on Railway property must participate in the job briefing and any such individuals who are not able to be present at the main briefing, must attend a separate briefing. Contractor must ensure that all Contractor Personnel on the work site understand the content of the job briefing. CP representative(s) or designates may attend at CP's sole discretion and shall include the participation of the CP Flagperson if present at the worksite.
- 13.3 The following topics should be covered in the job briefing:
 - Tasks to be accomplished;
 - Work location;
 - Contractor Personnel responsibilities;
 - Equipment to be used;
 - Specific safety reminder due to a hazardous condition;
 - Identification of all potential hazards specific to the area(s) in which they will be working and the tasks they are performing;
 - Special instructions due to an unusual situation or practice;
 - Type of track protection along with it's time and physical limits and identification of CP's employee responsible for the protection;
 - Emergency response plan/evacuation procedures.

SR14 CONTRACTOR SAFETY POLICY

- 14.1 Prior to the commencement of any work, the Contractor shall provide CP with its applicable safety policies, rules and procedures.

SR15 CONSTRUCTION SAFETY PLAN

- 15.1 Prior to commencement of any construction work, the Contractor shall provide CP with a Construction Safety Plan.
- 15.2 The Construction Safety Plan shall:
 - 15.2.1 List and define the construction methods that will be used for each major phase of the work and describe the process and safety procedures to be incorporated.
 - 15.2.2 Integrate the necessary safeguards to be implemented in the work's planning schedules.

15.2.3 List all safety activities and their frequency including:

- Contractor Personnel's Review of:
 - Canadian Railway's Minimum Safety Requirements for Contractors Working on Railway Property;
 - Contractor's Safety Plan;
 - Contractor's Emergency Information Sheet, and Emergency Response Plan;
- Contractor Personnel Orientation Meetings;
- Site Hazard Assessments;
- Site Inspections and Monitoring;
- Safety Meetings.

15.2.4 Provide for each piece of heavy equipment to be used, such as loaders, excavators and cranes, a summary of the Contractor Personnel's experience, past performance and safety tests, and list of previous accidents resulting from the equipment's operation.

15.2.5 Provide the layout of temporary construction buildings and facilities, including how the Contractor will ensure safe use.

15.2.6 Provide details of emergency procedures for work near or over water. Emergency equipment such as ring buoys, floating vests and, if physically possible, a powered boat must be readily available in the downstream vicinity of the work site.

15.2.7 Provide details of safety procedures for blasting work. Explosive materials must be handled, stored and used in accordance with all applicable legislation, regulations and codes.

15.2.8 Provide details of safety procedures for work in confined spaces including:

- Atmosphere test results;
- Evaluation of hazard within the confined space;
- Procedures for entering/existing the confined space;
- Required protection equipment;
- Emergency procedures and equipment.

Prior to entry of any Contractor Personnel into a confined space, Contractor shall conduct such testing, and obtain such permits as required under applicable

Initialed by: 15

legislation, regulations and codes. Contractor shall ensure Contractor Personnel wear such additional protective equipment as determined necessary by the Contractor, based upon the Contractor's risk assessment of the space (examples include full body harness, approved respirators, etc.).

15.2.9 Provide the layout of cranes, proposed lifting procedures and other pertinent information such as cranes' capacity charts, working radius, loads, possible obstacles or site restrictions, etc.

15.2.10 Provide an Emergency Information Sheet for notifying medical assistance, emergency transportation and direction of rescue operations, including the information identified in appended Table A. Copies of this document shall be present on site at all times and be in a location readily accessible to all Contractor Personnel on the site. Its content shall be reviewed at the beginning of each week and when job location changes. The Contractor must ensure that all Contractor Personnel on the work site are familiar with its contents.

15.3 The Safety Plan shall also include drawings and specifications prepared, sealed and signed by a qualified professional engineer, for each of the following items, whenever applicable to the work:

15.3.1 Details of the design, erection, use and inspection of fall prevention structures such as scaffolding, work platforms and other staging. These are mandatory wherever Contractor Personnel are working at heights in excess of 8 feet (2.44 meters), in Canada or 10 feet (3.05 meters), in the USA, above the nearest permanent safe level or where a drowning hazard exists. This requirement does not apply where pre-engineered scaffolding is used as a fall prevention device; provided it is used in accordance with the manufacturer specifications and is designed to meet all applicable legislation, regulations and codes.

Details of fall protection systems when it is physically impossible to provide safe fall prevention structures or when working on a temporary structure more than 20 feet (6.10 meters) in Canada and as per health and safety legislation, regulations and codes applicable to the work in the US, above the nearest permanent safe level. Personal fall protection equipment shall include a CSA or ANSI approved full body harness, lanyard and shock-absorbing device, attached to a CSA or ANSI approved or engineered anchored lifeline or fixed anchor. The system shall also provide a retrieval device or equipment readily available on the work site. Safety nets are acceptable in lieu of personal fall protection equipment, if it is impracticable to use a fall protection system. The Contractor shall also provide a fall rescue plan to be used in accordance with any fall protection plan as required.

15.3.2 Details of shoring systems for excavations, which may endanger nearby Contractor Personnel or structures. Shoring systems shall be designed to comply with applicable legislation, regulations and codes. Excavations must be properly covered or barricaded with appropriate reflective equipment. Lights or flares must be used where practicable.

SR16 COMPLIANCE WITH SAFETY REQUIREMENTS

- 16.1 If ever the Contractor's Personnel do not comply with the safety requirements, the Contractor's site supervisor will be reminded of the requirements by the CP's representative. If Contractor Personnel refuses to comply with the safety requirements, the Contractor will be required to ensure that such Contractor Personnel immediately leave the property, failing which CP maintains the right to require the Contractor Personnel to immediately leave the property. Any working procedures not conforming to the safety requirements will result in the closing down of the work site.
- 16.2 CP will not accept any claims for delays or lost time due to safety compliance or procedures issues.

The above provisions and requirements may be amended from time to time by Canadian Pacific.

Initialed by: 17

TABLE A - EMERGENCY INFORMATION SHEET

WORK SITE INFORMATION

Work Site Location:	(Mileage, Subdivision)	(Address, Number and Street)
Contractor' Supervisor:	(Name)	(Title)
Site Telephone:		
Emergency Site Access Route:	(Provide sketch - showing access roads, physical landmarks to guide EMS to location)	
Nearest Town:		
Certified First Aid Attendant:		
Location of First Aid Supplies at Site:		
Location of Fire Extinguishing Equipment:		

EMERGENCY CONTACT INFORMATION

EMERGENCY CONTACTS	PHONE	LOCATION
Railway Traffic Controller:	()	
Firefighter:	()	
Police:	()	
Ambulance:	()	
Hospital:	()	
Physician:	()	
Aircraft Service, (if applicable):	()	
Watercraft Service, (if applicable):	()	
Stretcher location at site:	()	
Location of WHIMS data sheets:	()	
Type and location of retrieval systems at bridges, (if applicable):	()	
Type and location of emergency equipment for work near or over water, (if applicable):	()	
Employee(s) responsible for rescue operations, (if applicable):	()	
Designated Evacuation Vehicle:	()	
Emergency Evacuation Route, (Provide sketch):	()	

UTILITIES INFORMATION

UTILITIES CONTACT	PHONE	LOCATION
Natural Gas:	()	
Electrical:	()	
Fibre Optic Line:		
Water & Sewer:	()	
Telephone:	()	
Cable System:	()	
Qualified employee(s) in:	()	
Confined Space Entry, (if applicable):	()	
Equipment requirements for Confined Space Entry, (if applicable):	()	

Initialed by:

All job sites will be open to audits by CP Safety and Health representatives.

Date: _____

Signed: _____
Contractor's Supervisor

Initialed by:

APPENDIX II

DELAWARE AND HUDSON RAILWAY COMPANY, INC.

REGULATIONS GOVERNING CONDUCT OF OUTSIDE
CONTRACTORS WORKING ON RAILROAD COMPANY RIGHT-OF-WAY

DEFINITIONS:

1. The word "Engineer" shall mean the Technical Services Engineer of the Railroad or his authorized representative.
2. The word "Agency" shall mean the individual, governmental unit, corporate entity, or other authority contracting for the work on Railroad right-of-way.
3. The word "Contractor" or "Outside Contractor" shall mean the Contractor and all his sub-contractors for the work to be performed on Railroad right-of-way for the "Agency".
4. The word "Railroad" shall mean the Delaware and Hudson Railway company, Inc.

ACCESS TO RIGHT-OF-WAY:

5. Contractor or Contractor's representatives will not be permitted on the Railroad property until an agreement covering such access shall have been signed by both Railroad and Agency and the required insurance policies have been approved by the Railroad and are in effect.
6. Upon proper application to the Railroad and the execution of proper release form(s), Contractor or his representatives may be permitted access to Railroad right-of-way for the purpose of preliminary inspection only.

PRIORITY OF RAILROAD OPERATIONS:

7. The operations of the Railroad in general and in running through the Job Site in particular, and the safety and preservation of the Railroad's facilities shall have absolute priority over the Contractor's operations.
8. The Contractor shall perform his work only at such hours and times as specified by the Railroad. Such hours and times shall be subject to change without prior notice to the Contractor.
9. The Contractor may suffer delays and increased costs due to the priority of the Railroad's operations. Causes for such costs may include without limitation:

- (i) The inability or default of the Railroad in providing adequate personnel to allow work; and/or
- (ii) the passage of trains.

SAFETY:

10. Contractor's operations on or adjacent to Railroad property will be carried on with due regard to the safety of Railroad operations and facilities. Undue interference with or delays to Railroad's traffic will not be permitted.
11. Contractor shall at all times be responsible for the safety of his workmen, Railroad's personnel and the general public who may for any reason enter Contractor's work limits.
12. Contractor shall comply with "CANADIAN PACIFIC RAILWAY MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON RAILWAY PROPERTY" and shall give written acknowledgement to Railroad that they have been received, read, and understood by the contractor and its employees.
13. Contractor shall be responsible for locating all electric, gas, water, communication, and other transmission lines and facilities including Railway's underground and aerial signal and communications lines, and ensure that all such lines and facilities are properly protected during the conduct of his work.

CLEARANCES:

14. No excavation work shall be performed within Railroad property or Equipment placed fouling of a track, except in the presence of Railroad personnel qualified to protect/inspect such operations, unless authorized by the Public Works Coordinator.

NOTE: Cranes or other equipment shall be considered to be fouling a track when located such that failure of same with or without load would bring any portion of equipment or its load within fifteen (15) feet of the centerline of track measured horizontally, or twenty-three (23) feet vertically above top of rail.

15. No material shall be placed/stored within fifteen (15) feet of the center line of any track measured laterally unless authorized in writing by the Public Works Coordinator.
16. No structure, scaffolding, or other materials or equipment shall be placed within twenty-three (23) feet measured vertically above the plane of the tops of the rails of any track unless authorized in writing by the Public Works Coordinator.

RAILROAD FLAG PROTECTION/INSPECTION PERSONNEL:

17. When Railroad flag protection/inspection personnel are required it is the responsibility of the contractor to order flagmen/inspectors from the Railroad. Flag protection/inspection may be ordered by calling (518) 424-0642 or (518) 383-7240. Railroad assigns protection/inspection personnel on a first come first serve basis. Requests should be made as far in advance as possible to insure availability, but in no case less than two (2) weeks prior to work. Flagmen/Inspectors cancelled with less than two (2) days advance notice will result in contractor or Agency being charged for a normal 8 hr. day.
18. When flag protection/inspection personnel are provided by the Railroad, all costs will be borne by Agency or Contractor at established rates according to current collective agreements plus standard OH rates.
19. All work performed by RR Flagging/Inspection personnel outside their normal 8 hr. day will be billed at OT rates, including any travel time to and from the job site.
20. When informed by Flagging/inspection of the approach of rail traffic, Contractor shall immediately secure his work and equipment in condition which will permit safe passage of railroad traffic.
21. Contractor and Agency shall coordinate and cooperate with Railroad Inspectors in the carrying out of work affecting the Railway.

INSURANCE:

22. Prior to commencement of any work on or adjacent to Railroad's right-of-way, Contractor shall secure at his own expense, a Railroad Protective Liability Insurance Policy with Delaware and Hudson Railway Company, Inc. and Canadian Pacific Railway Company as named insured. This policy shall be written on an occurrence basis with minimum limits of \$2,000,000 combined single limit (personal injury & death; property damage: physical damage to property; combined) per occurrence with a \$6,000,000 aggregate. The aggregate limits of the policy shall not be for a period greater than one year.

Policy shall provide for not less than 30 days written notice to the named insured prior to cancellation of policy for any reason.

Policy shall be written by an insurance company authorized to write such policies in the state where the work is to be performed and be written in form acceptable to the Railroad.

Contractor will deliver the original Railroad Protective Liability Insurance Policy to the Public Works Coordinator of the Railroad prior to start of work allowing adequate time for legal review of

the policy and correction of deficiencies prior to desired start of work.

Forwarding address: George Berard, Public Works Coordinator
 Delaware & Hudson Railway Co., Inc.
 200 Clifton Corporate Park
 PO Box 8002
 Clifton Park, NY 12065

23. Contractor shall, prior to commencement of work on or adjacent to Railroad's right-of-way, provide the Railroad's Public Works Coordinator with evidence that Contractor has secured insurance coverage of the following types, covering Contractor and all Sub-Contractors:

A. Workmen's Compensation Insurance

A policy covering, all obligations of Contractor under any Workmen's Compensation Law in effect at the place where the work is to be performed, including the requirements of any Occupational Disease Law, Disability Benefits Law, and/or Employers' Liability Law.

B. Contractor's Liability and Property Damage Insurance

A policy or policies issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under this agreement. The policy or policies shall have occurrence and aggregate limits not less than required in paragraph 23.

C. Automobile Liability Insurance

A policy or policies covering all owned, non-owned and hired vehicles of Contractor engaged in or about the work. The coverage limits shall not be less than those in 23 above.

CONTRACTOR'S PRIVATE GRADE CROSSING

24. If Contractor desires and Railroad permits, a private grade crossing for Contractor's exclusive use may be installed or Contractor may be permitted to use an existing private crossing. Such crossing shall be covered by agreement between Contractor and Railroad which agreement shall in part provide that:

A. Contractor shall bear all costs associated with the crossing installation, maintenance, use and removal.

B. Crossing will be installed and removed by Railroad forces.

C. Contractor will keep flangeways open at all times.

D. Crossing maintenance other than flangeway cleaning will be performed by Railroad forces.

- E. A Railroad employee (Flagperson) will be on duty at crossing whenever it is in use to protect traffic using the crossing.
- F. Railroad Protective Liability Insurance Policy provided by Contractor shall be endorsed to specifically include the crossing in project insurance coverage.

SPECIFICATIONS:

- 25. All work performed on Railroad property will be performed according to plans or procedures approved in writing by the Railroad.
- 26. Specifications available for specific work may be obtained upon application to Railroad's Public Works Coordinator.
- 27. Consultant/Contractor must submit, in advance of work, sheeting/shoring plans for any boring pits or excavation work adjacent to track as per specification DH-1 (attached). Sheeting/shoring plans submitted to Railway for approval must be stamped by a registered Professional Engineer.
- 28. Contractors work on Railway property must be performed in accordance with any Local, State, or Federal Safety Regulations pertaining to the work being performed. In the case of any conflict between CP Rail/D&H safety regulations and any Local, State, or Federal regulations the more stringent regulations will apply.

DAMAGE TO RAILROAD FACILITIES:

- 29. Should Railroad facilities be damaged or endangered by the Contractor's operations, Contractor shall immediately notify the Railroad at (518) 383-7200 during regular working hours and at (800) 766-4357 at other times.
- 30. In event of damage occasioned by Contractor's work and upon instructions from Railroad's Engineer, Contractor shall cease all operations on Railroad's right-of-way and cooperate with Railroad's forces in restoring Railroad's facilities.
- 31. Repairs to Railroad's tracks and facilities will be made by Railroad Company forces at Contractor's expense.
- 32. All identifiable costs to the Railroad for traffic delays, detours, extra handling of trains or cars attributable to Contractor's operations will be billed to Contractor.

PAYMENT TO RAILROAD

- 33. Bills issued by Railroad against Agency or Contractor are due when rendered. Any bill not paid promptly will void agreements

allowing Contractor access to Railroad right-of-way.

34. Railroad may require advance payment to cover anticipated cost of services to be rendered.

BLASTING OPERATIONS:

35. If blasting is required on or adjacent to Railroad right-of-way or within fifty (50) feet of any track, Contractor must notify Public Works Coordinator at least seventy-two (72) hours in advance to permit Railroad to protect Railroad operations and facilities. All blasting work shall be performed by a certified/Licensed blaster in accordance with any State or OSHA blasting requirements. A Railroad Flagperson or inspector must be present during blasting operations.
36. Contractor is warned that Railroad operations involve the use of two-way FM radio. The use of detonation systems affected by two-way FM radio must not be used nor such detonators stored near the Railroad right-of-way.

Office of Engineering
Clifton Park, NY
April 2007

S A F E T Y F I R S T - - - L I V E I T !

Site Map

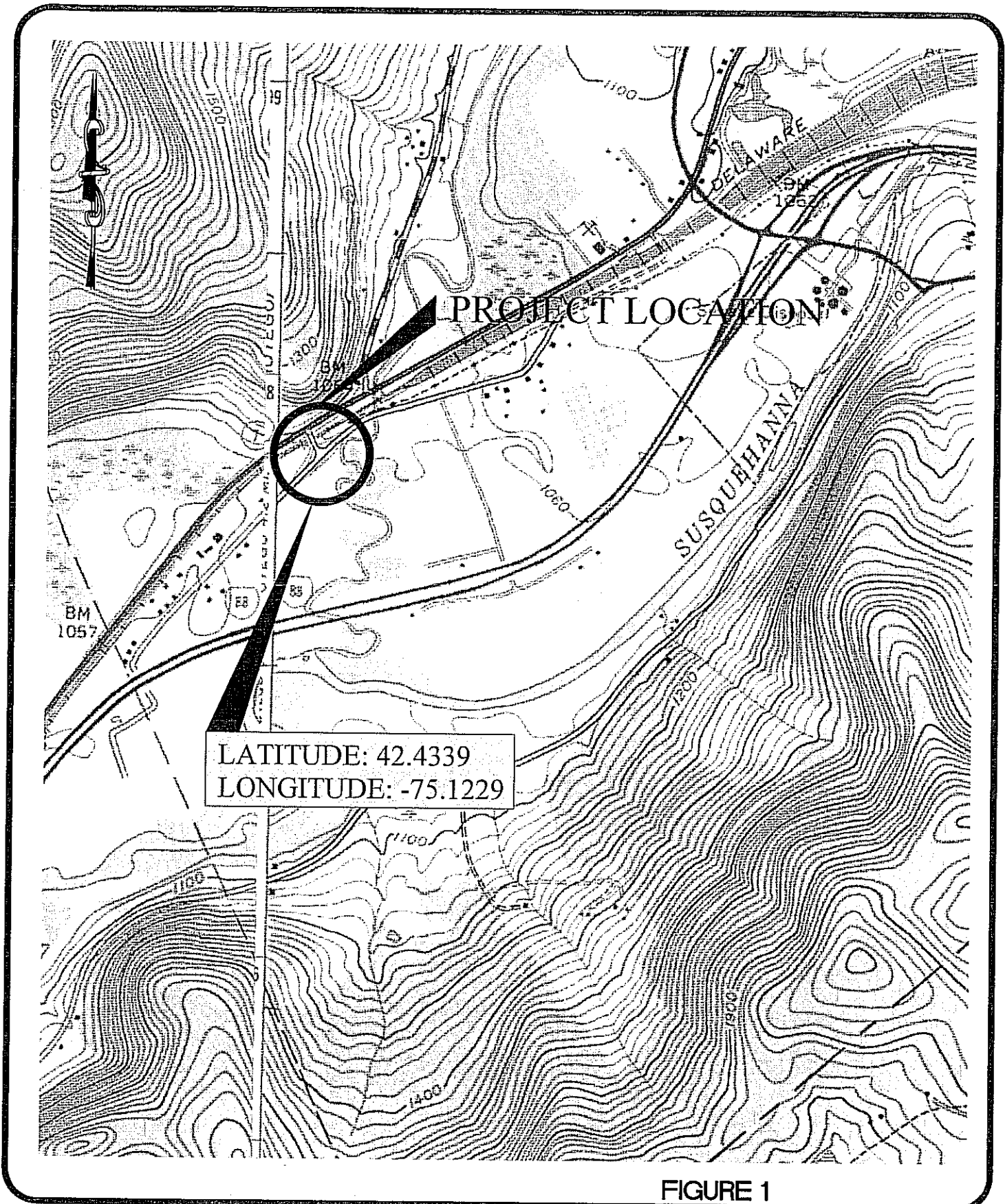



FIGURE 1

 <p>SPECTRA ENGINEERING, ARCHITECTURE & SURVEYING, P.C. 19 British American Blvd. Latham, NY 12110</p>	<p>SITE LOCATION</p> <p>BRIDGE RECONSTRUCTION OF PONY FARM ROAD OVER CP RAIL</p>			
	<p>TOWN OF ONEONTA</p>	<p>OTSEGO COUNTY</p>		
<p>PROJ. No.: 08160</p>	<p>DATE: JULY 2009</p>	<p>NOT TO SCALE</p>	<p>DWG. 1</p>	<p>FIGURE 1</p>

NYS Wage Rates

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

For these reasons, *the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.*

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

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

NEW LEGISLATION

Effective February 24, 2008

WORKER NOTIFICATION – A9052 – S6240

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

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.



New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

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

Chapter 629 of
the Labor Laws
of 2007:

**These wages are set by law and must be posted
at the work site. They can also be found at:
www.labor.ny.gov**

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

Albany	(518) 457-2744	Patchogue	(631) 687-4886
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5398		

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

Contractor Name: _____

Project Location: _____



Andrew M. Cuomo, Governor

Colleen C. Gardner, Commissioner

Town of Oneonta
Jason Sableski, Civil Engineer
Spectra Env.
19 British American Boulevard
Latham NY 12110

Schedule Year 2010 through 2011
Date Requested 01/20/2011
PRC# 2009006621

Location NYS Rt 7 and Pony Farm Road
Project ID# E08160
Project Type Reconstruction of a Bridge on Pony Farm Road over Canadian Pacific Rail; installation of precast T-wall, with cast-in-place footings, and precast superstructure

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2010 through June 2011. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion online.

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, 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.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Colleen C. Gardner, Commissioner

Town of Oneonta
Jason Sableski, Civil Engineer
Spectra Env.
19 British American Boulevard
Latham NY 12110

Schedule Year 2010 through 2011
Date Requested 01/20/2011
PRC# 2009006621

Location NYS Rt 7 and Pony Farm Road
Project ID# E08160
Project Type Reconstruction of a Bridge on Pony Farm Road over Canadian Pacific Rail; installation of precast T-wall, with cast-in-place footings, and precast superstructure

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

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

NEW LEGISLATION

Effective July 18, 2008

OSHA 10-hour Construction Safety and Health Course – S1537-A

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

NOTE: The OSHA 10 Legislation does not apply to projects advertised for bid prior to July 18, 2008 AND only applies to workers on a public work project that are required under Article 8 to receive the prevailing wage.

Rules and regulations will be promulgated and posted on the NYSDOL website www.labor.state.ny.us when finalized.

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~GROUP~AOTCON~10~>

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_oshacfm

3. List of trainers and training schedules for OSHA outreach training at:

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h will take effect on July 18, 2008. The statute provides as follows:

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- copies of bona fide course completion card;
- training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- other valid proof

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

To use the '4 Day / 10 Hour Work Schedule':

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

AND

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies **ONLY** to Job Classifications and Counties listed on the PW30R Form.

(**Please note** : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

Before completing Form PW30R check to be sure ...

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
 - Go to pages 2 and 3 of the form
 - Place a checkmark in the box to the right of the Job Classification you are choosing
 - Mark all Job Classifications that apply

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:

- Mail the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -OR -
- Fax the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870



New York State Department of Labor
Bureau of Public Work
 W. Averell Harriman State Office Campus
 Building 12 - Room 130
 Albany, New York 12240
 Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ...
 There is a *Dispensation of Hours* in place on the project.
 The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
 The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...
 Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
 -or-
 Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone Number _____ Fax Number: _____ Email Address: _____
 Contact Person: _____
 Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____
 Exact Location of Project: _____ County: _____
 (If you are Subcontractor)
 Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 2 & 3)*

Requestor Information

Name: _____
 Title: _____ Date : _____

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag #	Applicable Counties	Check Box
Electrician	25m	Nassau, Suffolk	<input type="checkbox"/>
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	840Teledata	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	<input type="checkbox"/>
Electrician Lineman	1249a	Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates	<input type="checkbox"/>
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	<input type="checkbox"/>
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	<input type="checkbox"/>
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag #	Applicable Counties	Check Box
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	<input type="checkbox"/>
Painter	178 B	Broome, Chenango, Tioga	<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego	<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	<input type="checkbox"/>
Painter	38.O	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia, Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Teamster - Heavy&Highway	.317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	<input type="checkbox"/>

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

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

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4883	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Otsego County General Construction

Asbestos Worker

01/01/2011

JOB DESCRIPTION Asbestos Worker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2010-
11/30/2010

Asbestos Worker
Removal &
Abatement Only

\$ 17.50 plus additional \$3.00*

Only for the removal of insulation materials from mechanical systems which are not going to be scrapped.

* Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman \$ 7.50

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (2, 4, 6, 25) on HOLIDAY PAGE

*Code Q applies to 4, 6, & 25

**Code T applies to 2

9-12a - Removal Only

Boilermaker

01/01/2011

JOB DESCRIPTION Boilermaker

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2010

Boilermaker \$ 30.24

SUPPLEMENTAL BENEFITS

Per hour worked

Journeymen \$ 19.48
Plus
0.79
per hour paid

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, 15, 25) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked.

All Apprentices get same benefits as Journeyman.

1-197

Carpenter - Building / Heavy&Highway

01/01/2011

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Wages per hour:

	07/01/2010	05/01/2011
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer	\$ 26.00	An Additional \$1.50**

** To be allocated at a later date

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

SUPPLEMENTAL BENEFITS

Per hour Paid:

07/01/2010

Journeyman \$ 16.94

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17, 27) on HOLIDAY PAGE
 Overtime: See (6, 16, 27) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

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

Supplemental Benefits per hour paid:

07/01/2010

Carpenter	
1st year term	\$ 8.44
2nd year term	13.54
3rd year term	14.39
4th year term	15.24

1-42AtSS

Carpenter - Building / Heavy&Highway

01/01/2011

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Chenango, Delaware, Otsego

WAGES

Per hour: 07/01/2010

Carpenter	\$ 25.36
Floor, Carpet Layer, Dry-Wall	25.36
Piledriver/Dock builder	25.36
Lather	25.36
Diver (wet)	50.00
Diver (dry)	26.36

Dive tender 26.36

On projects for removal and/or abatement of asbestos or any toxic or hazardous material and it is required by the employer or mandated by NYS or Federal Regulation to wear protective equipment an additional \$2.00 per hour above their appropriate rate for all classifications including apprentices. For erection of scaffolding over fifty(50) feet high, an additional \$2.00 per hour. For work requiring certification, an additional \$2.00* per hour.

AGENCY-MANDATED SINGLE IRREGULAR SHIFT: Time-and-one-half of hourly rate after the 7th hour worked.

SUPPLEMENTAL BENEFITS

Per hour paid:

All categories (Journeyman) \$ 18.62

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Building;

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

Heavy/Highway:

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

REGISTERED APPRENTICES

Wages per hour:

CARPENTER(1) year terms at the following wages.

	1st.	2nd.	3rd.	4th
	\$ 12.68	\$ 15.22	\$ 17.75	\$ 20.29

Supplements per hour worked:

	1st	2nd	3rd	4th
Carpenter	\$ 9.18	\$ 14.37	\$ 15.02	\$ 15.02

7-281e

Electrician

01/01/2011

JOB DESCRIPTION Electrician

DISTRICT 2

ENTIRE COUNTIES

Broome

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Columbus, New Berlin and Sherbourne.
 Delaware: Only the Townships of Davenport, Delhi, Deposit, Franklin,Hamden, Masonville, Meredith, Sidney, Thompkins and Walton townships, and that portion of Colchester and Hancock Townships north of the east branch of the Delaware River.
 Otsego: Only the Townships of Butternuts, Hartwick, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unadilla and Westford.
 Tioga: Only the Townships of Berkshire, Newark Valley, Owego, Richford and Tioga.

WAGES

Per hour: 07/01/2010

Electrician	\$ 27.75
Cable Splicer	31.00
Electrician - Tunnels, 40' above ground or Roof Level	31.00

IRREGULAR SHIFT WORK: When shift work is mandated either in the job specifications or by the contracting agency, the following hourly rates will apply.

Between the hours of
4:30p.m. and 1:00a.m \$ 32.55

Between the hours of
12.30a.m and 9:00a.m \$ 36.46

Apprentice rates remain calculated as a percentage of

the Journeyman Wireman rate.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 20.10 plus
 3% of wage

OVERTIME PAY

See (B, E*, Q) on OVERTIME PAGE. *Double time after 8 hours on Saturday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Year terms at the following percentages of Journeyman's wage.

1st yr	2nd yr	3rd yr	4th yr	5th yr
40%	45%	55%	65%	75%

Supplemental Benefits: per hour worked:

1st yr	2nd yr	3rd yr	4th yr	5th yr
\$9.60*	\$14.80*	\$16.95*	\$17.65*	\$18.35*

*plus 3% of wage

2-325

Electrician

01/01/2011

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES

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

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

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

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

Tompkins: Only the Township of Groton.

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

WAGES

Per hour: 07/01/2010

Electrician	\$ 30.00
Cable Splicer	30.00
Teladata	30.00

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

1st shift	7:00 AM to 3:30 PM
2nd shift	3:30 PM to 12:00 Midnight
3rd shift	12:00 Midnight to 8:30 AM

	07/01/2010
1st shift	\$ 30.00
2nd shift	34.50
3rd shift	37.50

(B) OCCUPIED CONDITIONS: WHEN NECESSARY TO PERFORM ALTERATION AND/OR RENOVATION WORK AND OWNER MANDATES (DUE TO OCCUPIED CONDITIONS) PREVENT THE WORK FROM BEING PERFORMED DURING "NORMAL" WORKING HOURS (DEFINED AS BETWEEN 7:00 AM AND 5:30 PM MONDAY THROUGH FRIDAY), ALTERNATE HOURS MAY BE WORKED PROVIDED: 1) THE HOURS ARE ESTABLISHED FOR A MINIMUM OF FIVE (5) DAYS DURATION OR THE LENGTH OF THE JOB WHICHEVER IS SHORTER; AND 2) AN ENTIRE WORK SCOPE WITHIN A JOBSITE AREA IS PERFORMED UTILIZING THE VARIED HOURS. IF THESE CONDITIONS ARE SATSFIED, HOURS WORKED MONDAY THROUGH FRIDAY OUTSIDE OF THE "NORMAL" HOURS SHALL BE PAID AT THE APPROPRIATE DAY SHIFT RATE PLUS FIFTEEN PERCENT (15%). HOWEVER, THE FOLLOWING RESTRICTIONS SHALL APPLY:

- 1) "ALTERNATE" HOURS SHALL CONSIST OF A MINIMUM OF EIGHT CONSECUTIVE HOURS PER DAY
- 2) HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY, MONDAY THROUGH FRIDAY, SHALL BE PAID AT A RATE OF ONE AND ONE-HALF TIMES THE APPLICABLE RATE (DAY-SHIFT + 15%)
- 3) HOURS WORKED ON SATURDAY SHALL BE PAID AT TIME AND ONE-HALF THE APPLICABLE RATE.
- 4) HOURS WORKED ON A SUNDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE.
- 5) IF MULTIPLE SHIFTS ARE WORKED ON THE SAME PROJECT, RATES OF PAY SHALL BE DETERMINED BY NOTE "A" ABOVE
- 6) WORK OF A NEW CONSTRUCTION NATURE MAY NOT BE WORKED UNDER THESE CONDITIONS.

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:
 Journeyman \$ 17.67 plus
 *3% of hourly wage paid

OVERTIME PAY

See (B,E*,Q) on OVERTIME PAGE
 * Double Time after 10 hrs. on Saturday.

HOLIDAY

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

REGISTERED APPRENTICES

(at the following percentage of journeyman's wage)

1st Period (0-1000 hrs)	40%	4th Period (3501-5000 hrs)	60%
2nd Period (1001-2000 hrs)	45%	5th Period (5001-6500 hrs)	70%
3rd Period (2001-3500 hrs)	50%	6th Period (6501-8000 hrs)	80%

Supplemental Benefits per hour worked:

Apprentices:

1st period	\$ 9.39 plus *3% of hourly wage paid	4th period	\$16.79 plus *3% of hourly wage paid
2nd period	\$9.39 plus *3% of hourly wage paid	5th period	\$17.01 plus *3% of hourly wage paid
3rd period	\$16.57 plus *3% of hourly wage paid	6th period	\$17.23 plus *3% of hourly wage paid

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

Electrician

01/01/2011

JOB DESCRIPTION Electrician

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Greene: All of the city of Catskill and that portion of the county that lies north of Route 23A.
 Otsego: Only the Towns of Decatur and Worchester

WAGES

Per hour	07/01/2010
Electrician	\$ 31.50
Audio/Sound	31.50
Video	31.50
Tele-Data	31.50
Certified Welder	34.65

An additional 5% above rate for work over 30' above floor when working on tooth picks, structural steel, temporary 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 or tunnels over 50' lg that are under construction.

SUPPLEMENTAL BENEFITS

Per hour worked	
Journeyman	\$ 17.32
	+3% of
	Wage

OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE
 * DOUBLE TIME AFTER 10 HOURS ON SATURDAY

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 12:30 AM	REGULAR RATE PLUS 10%
3rd Shift	12:30 AM to 8:00 AM	REGULAR RATE PLUS 15%

HOLIDAY

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

Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

REGISTERED APPRENTICES

Wages per hour

Terms at the following percentage of Journeyman's wage.

6mo	1st yr	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Supplemental Benefits per hour worked

1st term	\$ 8.71*
2nd term	8.71*
All others	17.32*

*Note - Plus 3% of wage.

Elevator Constructor

01/01/2011

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Columbia: Only the Townships of Stuyvesant, Kinderhook, Chatham, Canaan, Stockport, Ghent, Austerlitz, Greenport, Claverack, Hillsdale and New Lebanon.
 Greene: Towns of Durham, Greenville, New Baltimore, Cosacki, Ciro, & Athens

WAGES

Per hour	07/01/2010	01/01/2011
		An Additional
Mechanic	\$ 37.69	\$ 3.00**
Helper	70% of Mechanic Wage Rate	

(**)To be allocated at a later date

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked	
Journeyman/Helper	\$ 20.035*

*Plus 6% of wages if less than 5 years service
 *Plus 8% of wages if more than 5 years service

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour				
1st 6mo	2nd 6mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

Supplemental Benefits per hour worked

Apprentices	\$ 20.035
	+6%
	of wage

1-35

Glazier **01/01/2011**

JOB DESCRIPTION Glazier **DISTRICT 5**

ENTIRE COUNTIES
 Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour	07/01/2010
Glazier	\$ 21.10

Additional \$.50 per hr for all swing stagework, belt work, open steel or scaffolding over 25' or more from ground, floor or roof levels.

SUPPLEMENTAL BENEFITS

Per hour worked:	
Journeyman	\$ 13.90

OVERTIME PAY

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

*Double time before 8:00am and after 6:30pm on Saturday.
**Note: Emergency work on Sunday is 1 1/2 times the hourly rate.

HOLIDAY

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

REGISTERED APPRENTICES

1000 hour terms at the following percentage of journeyman's wage.

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

Supplemental Benefits per hour worked:

1st & 2nd terms	\$ 9.20
3rd & 4th terms	9.30
5th & 6th terms	9.40
7th & 8th terms	9.50

5-677z3

Insulator - Heat & Frost

01/01/2011

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2010

Insulation Installer \$ 29.05
(On mechanical systems only)

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED BETWEEN THE HOURS LISTED BELOW:

07/01/2010

1ST SHIFT (MORNING) 7-3	\$ 29.05
2ND SHIFT (AFTERNOON) 3-11	33.41
3RD SHIFT (NIGHT) 11-7	36.31

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 15.73

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4,6) on HOLIDAY PAGE. Also Easter.
Triple time for Labor Day if worked.

REGISTERED APPRENTICES

WAGES: (1) yr terms at the following percentage of Journeyman's wage

1st 2nd 3rd 4th

50%	60%	70%	80%
\$14.52	\$17.43	\$20.34	\$23.24

SUPPLEMENTAL BENEFITS per hour worked:

\$15.73

6-30-Syracuse

Ironworker

01/01/2011

JOB DESCRIPTION Ironworker

DISTRICT 7

ENTIRE COUNTIES

Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

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

Fulton: Only the Townships of Caroga, Ephratah, Oppenheim, Strafford.

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

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

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

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

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

WAGES

Per hour	07/01/2010	05/01/2011 Additional
Structural/Reinforcing	\$ 23.63	1.50
Mach. Mover/Ornamental	23.63	1.50
Stone Derrickman	23.63	1.50
Chain Link Fence	23.63	1.50
Sheeter Bucker-Up	23.63	1.50
Sheeter Ironworker	23.63	1.50
Pre-engineered Buildings	23.63	1.50
Window Erector	23.63	1.50
Precast Erector	23.63	1.50
Welder	23.63	1.50

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2010
Journeyman	\$ 21.76

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour

(Hour) terms at the following percentage of Journeyman's wage.

	to 1500	to 3000	to 4500	to 6000
07/01/2010	\$ 16.00	\$ 18.00	\$ 20.00	\$ 22.00

Supplemental Benefits per hour worked:

	to 1500	to 3000	to 4500	to 6000
07/01/2010	\$ 8.60	\$ 14.45	\$ 15.29	\$ 16.12

7-440

Ironworker

01/01/2011

JOB DESCRIPTION Ironworker

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

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

Otsego: Only the Towns of Unadilla, Butternut, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES

Per hour	07/01/2010	05/01/2011 An Additional
Ornamental	\$ 27.00	\$ 1.80**
Reinforcing	27.00	1.80**
Rodman	27.00	1.80**
Sheeter Bucker-up	27.25	1.80**
Structural & Precast	27.00	1.80**
Mover/Rigger	27.00	1.80**
Fence Erector	27.00	1.80**
Stone Derrickman	27.00	1.80**
Sheeter	27.25	1.80**
Curtain Wall Installer	27.00	1.80**
Metal Window Installer	27.00	1.80**

(**)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

JOURNEYMAN \$ 21.31

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2010
1st yr	\$ 16.00
2nd yr	18.00
3rd yr	20.00
4th yr	22.00

Supplemental Benefits per hour worked

1st year	\$ 8.50
2nd year	16.34
3rd year	17.46
4th year	18.58

1-12

Laborer - Building

01/01/2011

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Otsego

PARTIAL COUNTIES

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

WAGES

GENERAL LABORER: Flag person, portable generator tender, portable pump tender, pitman and dumpman, temporary heat tender, traffic control, air chipping hammer, acoustic pump, mixer, concrete laborer, demolition, excavation, piping for foundation and building, gunite, general cleanup, grading, backfilling, landscaping, mason tender, jackhammer, pavement breaker, tampers, walk behind roller, pressure blasting, signal person, buggies, wrecking, asphalt, blaster, chain saw, chipping machine, corrugate pipe, cleaning machine, cutting torch, discharge pipe, drill chuck tender, explosive handler, hydraulic splitter, pipe layer, mega mixer, power brush cutter, pump crete machine, rap, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, assembling and placing of gabion baskets.
PREMIUM LABORER: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

WAGES:(per hour)

07/01/2010

General \$ 23.90

Premium 26.10

These rates will cover all work within five feet of the building foundation line

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 20% of wage is required.

SUPPLEMENTAL BENEFITS

(per hour worked)

Journeyman \$ 17.70

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1)year terms at the following wage rate.

1st term	\$ 15.07
2nd term	17.81
3rd term	20.55
4th term	23.29

Supplemental Benefits per hour worked:

Apprentices \$ 11.90

8-17.BB

Laborer - Heavy&Highway & Tunnel

01/01/2011

JOB DESCRIPTION Laborer - Heavy&Highway & Tunnel

DISTRICT 8

ENTIRE COUNTIES

Otsego

PARTIAL COUNTIES

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

WAGES

CLASS 1: Flagperson

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, rip rap, dry stone layers, jack hammer, bush hammer, pavement breaker, gunnite nozzle, nozzle men on mulching & seeding machines, all seeding & sod laying, landscape work, walk behind self-prop. power saws, grinder, groover, walk behind rollers & tampers of all types, burner men, filling & wiring of baskets for gabion walls, chain saw, railroad track laborers, power buggy & pumpcreteopers., plaster & accoustic pumps, asbestos, toxic, lead or hazardous materials when protective clothing equipment is not required, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole and catch basin on inlet building, mortar mixer, laser men, *micropaving and crack sealing.

CLASS 3: Asbestos, toxic, lead or hazardous materials abatement when protective clothing and equipment is required, blaster, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, **asphalt screedman.

CLASS 4: Blaster, all laborers involved in shaft tunnel, caisson, pipejacking, and boring operations.

WAGES: (per hour)

07/01/2010

CLASS 1	\$ 26.75
CLASS 2	26.85
CLASS 3	29.70
CLASS 4	32.20

*NOTE: micropaving and crack sealing laborers shall receive \$2.00 per hour over the CLASS 2 rate

** NOTE: asphalt screedman shall receive \$1.00 per hour over CLASS 3 rate

SHIFT DIFFERENTIAL: On all NYS D.O.T. or other Governmental mandated irregular or off shift work, an additional 15% of wage on straight time pay.

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyman \$ 18.35

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

Overtime: See (*1) on HOLIDAY PAGE

*Note: If Saturday Holiday worked code S applies.

REGISTERED APPRENTICES

(1)year terms at the following wage rates.

1st term \$ 15.94
 2nd term 19.02
 3rd term 22.10
 4th term 25.18

Supplemental Benefits per hour paid:

Apprentices \$ 13.20

8-17.2H/H

Lineman Electrician

01/01/2011

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

Includes Teledata Work within Ten feet of High Voltage Transmission Lines

	07/01/2010	05/02/2011	05/07/2012
Lineman/Tech./Welder	\$ 43.82	\$ 44.52	\$45.23
Cable splicer	43.82	44.52	45.23
Digging Machine Operator	39.44	40.07	40.71
Tractor Trailer Driver	37.25	37.84	38.45
Groundman/Truck Driver	35.06	35.62	36.18
Mechanic 1st Class	35.06	35.62	36.18
Flagman	26.29	26.71	27.14

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.

	07/01/2010	05/02/2011	05/07/2012
Lineman/Technician/Welder	\$ 42.61	\$ 43.31	\$ 44.01
Digging Machine Operator	38.35	38.98	39.61
Tractor Trailer Driver	36.22	36.81	37.41
Groundman/Truck Driver	34.09	34.65	35.21
Mech. 1st Class	34.09	34.65	35.21
Flagman	25.57	25.99	26.41
Certified WelderPipe Type Cable	44.74	45.48	46.21
Cable Splicer pipe type cable	46.87	47.64	48.41

Additional 1.00 per hour for entire crew when a helicopter job.

Above rates apply on Switching Structures, Maintenance projects, Railroad Catenary install/maint, Third rail installation, Bonding of Rails and pipe type cable and installation of Fiber Optic Cable.

Lineman /Techician	\$ 41.32	\$ 42.02	\$ 42.72
Welder/Cable Splicer	41.32	42.02	42.72
Digging Machine Operator	37.19	37.82	38.45
Tractor Trailer Driver	35.12	35.72	36.31
Groundman/Truck Driver	33.06	33.62	34.18
Mechanic 1st Class	33.06	33.62	34.18
Flagman	24.79	25.21	25.63

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	\$ 41.32	\$ 42.02	\$ 42.72
Cable Splicer pipe type cable	45.45	46.22	46.99
Certified Welder pipe type	43.39	44.12	44.86
Digging Machine Operator	37.19	37.82	38.45
Tractor Trailer Driver	35.12	35.72	36.31
Mechanic 1st Class	33.06	33.62	34.18
Groundman/Truck Driver	33.06	33.62	34.18
Flagman	24.79	25.21	25.63

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

Above rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work"

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

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

\$ 15.00	\$ 16.50	\$ 18.25
*plus 7% of hourly wage paid	*plus 7% of hourly wage paid	*plus 7% of hourly wage paid

OVERTIME PAY

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

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

1st shift	8:00 AM to 4:30 PM REGULAR RATE
2nd shift	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3rd shift	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

HOLIDAY

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

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

(1000) hr terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked:

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

\$ 15.00	\$ 16.50	\$ 18.25
*plus 7% of	*plus 7% of	*plus 7% of
hourly wage paid	hourly wage paid	hourly wage paid

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

6-1249a

Lineman Electrician - Teledata **01/01/2011**

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT 6**

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

WAGES
 Per hour:

FOR WORK OUTSIDE BUILDING PROPERTY LINES.

	07/01/2010	01/01/2011
Cable Splicer	\$ 26.64	\$ 27.44
Installer/Repairman	25.29	26.05
Teledata Lineman	25.29	26.05
Technician/Equip Oper	25.29	26.05
Groundman	13.40	13.81

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

SUPPLEMENTAL BENEFITS
 Per hour worked:

\$ 4.43	\$ 4.43
*plus 3% of hourly	*plus 3% of hourly
wage paid	wage paid

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

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

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting **01/01/2011**

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting **DISTRICT 6**

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

WAGES
 Per hour:

	07/01/2010	05/02/2011	05/07/2012
Lineman/Technician	\$37.54	\$38.02	\$38.25
Certified Welder	39.42	39.92	40.16
Digging Mach	33.79	34.22	34.43
Tractor trailer driver	31.91	32.32	32.51
Groundman Truck Driver	30.03	30.42	30.60

Mechanic 1st Class	30.03	30.42	30.60
Flagman	22.52	22.81	22.95

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

SUPPLEMENTAL BENEFITS

Per hour worked:

All classifications	\$ 15.00	\$16.50	\$18.25
	*plus 6.5% of hourly wage paid	*plus 6.5% of hourly wage paid	*plus 6.5% of hourly wage paid

NOTE: Additional \$1.00 per hr. for entire crew when a helicopter is used.
 *NOTE: The 6.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: DOUBLE TIME FOR ALL EMERGENCY WORK DESIGNATED BY THE DEPT. OF JURISDICTION.

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

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: (1000) hour terms at the following percentage of Journeymans Wage.

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

SUPPLEMENTAL BENEFITS: Same as Journeyman/Technician.

6-1249a-LT

Lineman Electrician - Tree Trimmer

01/01/2011

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

	07/01/2010	01/02/2011	01/01/2012
Tree trimmer	\$ 21.22	\$ 21.64	\$ 22.08
Equip Operator	18.72	19.09	19.48
Mechanic	18.72	19.09	19.48
Truck Driver	15.82	16.14	16.46
Ground person	12.99	13.25	13.51
Flag person	9.25	9.44	9.62

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 6.84	\$ 7.36	\$ 7.88
*plus 3% of	*plus 3% of	*plus 3% of

hourly wage paid hourly wage paid hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249TT

Mason - Building

01/01/2011

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Broome, Chenango, Delaware, Otsego, Tioga

WAGES

Per hour:	07/01/2010	07/01/2011
Building:		Additional
Bricklayer	\$ 27.13	\$1.25
Cement Mason	27.13	1.25
Plasterer	27.13	1.25
Stone Mason	27.13	1.25
Tuck pointer	27.13	1.25

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$14.42

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
55%	70%	80%	90%

Supplemental benefits per hour worked:

All terms \$14.42

5-3B - Bing - Z2

Mason - Heavy&Highway

01/01/2011

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

Allegany, Broome, Chautauqua, Chemung, Cheriango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Cattaraugus: Entire county except in the Townships of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.
 Erie: Only the Bricklayer classification applies.
 Niagara: Only the Bricklayer classification applies.

WAGES

Per hour:	07/01/2010	07/01/2011	07/01/2012
		Additional	Additional

Cement Mason	\$ 28.22	\$ 1.90	\$ 2.00
Bricklayer	28.22	1.90	2.00

Add \$1.00 per hour for work from swing stage or swing scaffold, including rolling scaffold suspended from bridges.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 17.24

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage:

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

Supplemental benefits per hour worked:

All terms \$ 17.24

5-3h

Mason - Tile Finisher

01/01/2011

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour

Building:	07/01/2010	07/01/2011
		Additional

Tile Finisher	\$ 23.30	\$ 1.25
Marble, Slate, Terrazzo and Tile		

Mason finisher	23.30	1.25
----------------	-------	------

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 11.46

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

1st and 2nd term 1200 hours and 3rd term 1300 hours at the following percentage of rate.

1st	2nd	3rd
55%	60%	80%

Supplemental Benefits:

\$ 8.37	\$8.40	\$10.32
---------	--------	---------

Mason - Tile Setter

01/01/2011

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2010 07/01/2011
 Additional

Tile Setter: \$ 26.73 \$ 1.25
 Marble, Slate, Terrazzo and Tile

SUPPLEMENTAL BENEFITS

Per hour worked: \$12.47

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following percentage of joureyman's rate.

Terms	1st	2nd	3rd	4th
	55%	70%	80%	90%

Supplemental Benefits per hour worked:

Terms	1st	2nd	3rd	4th
	\$8.48	\$ 8.61	\$ 12.29	\$ 12.38

5-3TS - Z2

Millwright

01/01/2011

JOB DESCRIPTION Millwright

DISTRICT 7

ENTIRE COUNTIES

Chenango, Delaware, Otsego

WAGES

Per hour: 07/01/2010

Millwright \$ 25.06

On projects for removal and/or abatement of asbestos or any toxic or hazardous material and it is required by the employer or mandated by NYS or Federal Regulation to wear protective equipment an additional \$1.25 per hour above their appropriate rate for all classifications including apprentices. For erection of scaffolding over fifty(50) feet high, an additional \$2.00 per hour. For work requiring certification, an additional \$1.25 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Millwright \$ 19.12

OVERTIME PAY

See (B,E,E2*,and Q) on Overtime Page.

*NOTE: Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire or natural disaster prevent the performance of work on a regularly scheduled work day. If a make-up day is utilized, a minimum of eight hours must be scheduled.

HOLIDAY

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

REGISTERED APPRENTICES

MILLWRIGHT (1) year terms at the following percentage of journeyman's wage:

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

Supplements per hour worked:

	1st	2nd	3rd	4th
Millwright	\$9.61	\$16.327	\$17.278	\$18.229

7-1163 - CDO

Operating Engineer - Building

01/01/2011

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks over 5 tons.

CLASS A:

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

CLASS B:

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

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

* 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

07/01/2010

Class # A1	\$ 32.98
Class # A	32.54
Class # B	31.63
Class # C	29.06

Additional \$0.50 per hr for Tower Cranes.

Additional \$0.50 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$1.00 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.00 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

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

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman \$ 20.37

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour paid

All terms \$ 16.05

1-106b

Operating Engineer - Heavy&Highway

01/01/2011

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Herkimer: East of a North/South line through the Railroad Station at Little Falls.

WAGES

MASTER MECHANIC

CLASSIFICATION 1A:

Boom Truck (over 5 tons, manufacturers rating), Crane, Cherry Picker (over 5 tons capacity), Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane

CLASSIFICATION A:

Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CM1 Type), Blacktop Plant (Automated), Boom truck (5 tons and under), Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self-Propelled, Slipform), Concrete Pump, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated, Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker (SP Wertgen; PB-4 and similar type), Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn Belt-Type Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (Non-Automated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (Non-Automated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs (Tractor Mounted), Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, Hi-Pressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above sub-grade), Sea Mule, Self-contained Ride-on Rock Drill (Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:

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

*Note for all above classifications of Operating Engineer - 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

	07/01/2010	07/01/2011 An Additional
Master Mechanic	\$ 34.15	\$ 2.12**
Class 1A	32.97	2.12**
Class A	32.54	2.12**
Class B	31.63	2.12**
Class C	29.06	2.12**

Additional \$2.00 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$0.50 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$1.00 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$0.50 per hr for Tower Cranes.

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

(**)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman \$ 20.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour paid

All Terms \$ 16.20

1-106h

Operating Engineer - Marine Construction

01/01/2011

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

DREDGING OPERATIONS	07/01/2010
CLASS A Operator, Leverman, Lead Dredgeman	\$ 32.89
CLASS A1 Dozer, Front Loader Operator	To Conform to Operating Engineer Prevailing Wage in Locality where Work is being Performed including Benefits.
CLASS B Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$ 28.49
Certified Welder, Boat Operator(licensed)	\$ 26.84
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer, Welder (please add)	\$ 26.14
Boat Operator	\$ 0.06
	\$ 25.29
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor Oiler(please add)	\$ 21.09
	\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2010
All Classes A & B (overtime hours add)	\$ 8.05 plus 7% of straight time wage \$ 0.63
All Class C (overtime hours add)	\$ 7.75 plus 7% of straight time wage \$ 0.48
All Class D (overtime hours add)	\$ 7.45 plus 7% of straight time wage \$ 0.23

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

Operating Engineer - Survey Crew

01/01/2011

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: : The Northern portion of the county from the Northern boundry line of the City of Poughkeepsie North.
 Genesee: Only that portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia

WAGES

Per hour:

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party. Instrument person- One who runs the instrument and assists the Party Chief. Rod person- One who holds the rods and, in general, assists the survey party.

	07/01/2010	06/01/2011	06/01/2012
Survey Rates:			
Party Chief	\$ 30.87	\$ 31.62	\$ 32.62
Instrument/Rod person	28.10	28.85	29.85

Additional \$3.00 per hr. for work in a Tunnel.
 Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 19.25	\$ 20.50	\$ 21.75
------------	----------	----------	----------

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

1st year 60%	\$ 16.86	\$ 17.31	\$ 17.91
2nd year 70%	19.67	20.19	20.89
3rd year 80%	22.48	23.08	23.88

SUPPLEMENTAL BENEFITS:	\$ 19.25	\$ 20.50	\$ 21.75
-------------------------------	----------	----------	----------

6-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

01/01/2011

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundry line of the City of Poughkeepsie north.
 Genesee: Entire county except that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

Per hour:

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party.

Instrument Man- One who runs the instrument and assists the Party Chief.
 Rodman- One who holds the rods and in general, assists the survey party.

	06/01/2010	06/01/2011	06/01/2012
Survey Rates:			
Party Chief	\$ 30.87	\$ 31.62	\$ 32.62
Instrument/Rodperson	28.10	28.85	29.85

Additional \$3.00 per hr. for work in a Tunnel.
 Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS

Per hour worked:	\$ 19.25	\$ 20.50	\$ 21.75
------------------	----------	----------	----------

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-545 DCE

Painter

01/01/2011

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2010	05/01/2011 Additional
Bridge*	\$ 34.40	\$ 2.00
Tunnel*	34.40	2.00
Tank*	32.40	2.00

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

* Note an additional \$1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour worked:	\$ 18.95	\$ 19.00
------------------	----------	----------

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

1st & 2nd terms	\$ 1.90
3rd & 4th terms	4.90
5th & 6th terms	5.90

3-4-Bridge, Tunnel, Tank

Painter

01/01/2011

JOB DESCRIPTION Painter

DISTRICT 2

ENTIRE COUNTIES

Delaware, Otsego

WAGES

Per hour

	07/01/2010	05/01/2011 Additional
Painter(brush or roller),Taper	\$ 23.85	\$ 1.45
Toothpick Staging (over 25 ft.) Epoxy Brush & Roller	24.10	1.45
Swing Scaffold, Boatswain Chair, Spray Helper, Roller over 10" except on floors, Sandblasting, Steam Cleaning, Acid and High Pressure Water, Paper & Vinyl Hangers, Power Grinders with Respirator,Structural Steel (buildings), Spray Work	24.35	1.45
Spray Work/Steeple Jack (over 100ft.)	24.85	1.45
Spray Epoxy	25.10	1.45

SINGLE IRREGULAR WORK SHIFT:

A single irregular work shift can start any time from 2:00pm to 1:00am. All employees who work a single irregular work shift on government mandated night work shall be paid an additional \$2.00 per hour. This provision shall be effective for work bid on or after June 1, 2002.

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked 07/01/2010

Journeymen \$ 13.32

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

APPRENTICES (indentured prior to May 1,2002): (1/2) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th
52%	60%	68%	76%	84%	92%

PAINTER APPRENTICES (indentured after May 1,2002): (1000) hour terms at the following percentage of journeyman's wage.

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

DRY WALL TAPER/FINISHER APPRENTICES (1000) hour terms at the following percentage of the journeyman's wage.

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

SUPPLEMENTAL BENEFITS:(per hour worked)

Apprentices indentured prior to May 1,2002 07/01/2010

\$ 12.28

Apprentices indentured after May 1,2002

Painter Apprentice

1st through 4th terms	\$ 4.90
5th & 6th terms	5.40
7th & 8th terms	5.90

Dry Wall Apprentices

1st & 2nd terms	\$ 4.90
3rd & 4th term	5.40
5th & 6th term	5.90

2-178 O

Painter - Metal Polisher

01/01/2011

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

07/01/2010

Metal Polisher \$ 25.60*

*Note: All workers shall be paid an additional premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 34 feet off the ground. Such premium are to be paid on top of their straight time or overtime, whichever is applicable. This also applies to employees erecting scaffolding.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2010

Journeyworker: \$ 11.12

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

55% of Basic Polisher Rate

9-8A/28A-MP

Plumber

01/01/2011

JOB DESCRIPTION Plumber

DISTRICT 7

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Hamilton: Only the Town of Inlet.
 Lewis: Towns of Lewis, Lyonsdale, Leyden and West Turin.
 Madison: Towns of Brookfield, Eaton, Fenner, Hamilton, Lebanon, Lenox, Lincoln, Madison, Nelson, Oneida, Smithfield, and Stockbridge.
 Otsego: Towns of Cherry Valley, Exeter, Middlefield, Otsego, Plainfield, Richfield, Roseboom and Springfield.

WAGES

WAGES per hour:

	07/01/2010	05/01/2011 Additional	05/01/2012 Additional	05/01/2013 Additional
Plumber	\$ 28.90	\$ 2.25	\$ 2.25	\$ 2.25
Steamfitter	\$ 28.90	\$2.25	\$2.25	\$2.25

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 18.70

Agency-mandated shift operations:

1. Less than 5 consecutive work days - Time-and-one-half of regular hourly rate.
2. 5 consecutive work days or more:
 - 1st irregular shift - regular hourly rate plus 10%.
 - 2nd irregular shift - regular hourly rate plus 15%.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Yearly terms at the following percentages of journeyman's wage.

1st	2nd	3rd	4th	5th
40%	50%	60%	70%	80%

Supplements per hour worked:

\$ 14.24

7-112n-SF

Plumber

01/01/2011

JOB DESCRIPTION Plumber

DISTRICT 2

ENTIRE COUNTIES

Broome, Chenango

PARTIAL COUNTIES

Cortland: Only the Township of Marathon.

Delaware: Only the Townships of Andes, Bovina, Colchester, Davenport, Delhi, Deposit, Franklin, Hamden, Hancock, Harpersfield, Kortright, Masonville, Meredith, Sidney, Stamford, Tompkins and Walton.

Madison: Only the Township of Georgetown.

Otsego: Only the Townships of Burlington, Butternuts, Decatur, Edmeston, Hartwick, Laurens, Maryland, Milford, Morris, New Lisbon, Oneonta, Otsego, Plattsfield, Unadilla, Westford and Worchester.

Tioga: Only the Townships of Newark Valley and Owego.

WAGES

Per hour:	07/01/2010	5/01/11	5/01/12	5/01/13
Plumber/	\$27.88	Additional	Additional	Additional
Steamfitter	27.88	\$2.25	\$2.25	\$2.25

SUPPLEMENTAL BENEFITS

Journeyman \$18.29

Agency-mandated shift operations:

1. Less than 5 consecutive days-Time-and-one-half of regular hourly rate.
2. 5 consecutive work days or more:
 - 1st irregular shift-regular hourly rate plus 10%
 - 2nd irregular shift-regular hourly rate plus 15%

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

1st.	2nd.	3rd.	4th.	5th.
40%	50%	60%	70%	80%

SUPPLEMENTAL BENEFITS: (per hour worked)

Apprentices 07/01/2010
 \$ 14.29

2-112s-SF

Roofer

01/01/2011

JOB DESCRIPTION Roofer

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Chenango, Delaware, Otsego, Schoharie, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour: 07/01/2010

Roofer/Waterproofer \$ 23.12
Pitch 23.87

SUPPLEMENTAL BENEFITS

Journeyman 07/01/2010
\$ 11.62

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS: 07/01/2010

Apprentices:

1st term	\$ 9.56
2nd term	9.76
3rd term	10.07
4th term	10.33
5th term	10.59
6th term	11.10

2-203elmi

Sheetmetal Worker

01/01/2011

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 2

ENTIRE COUNTIES

Allegany, Broome, Chemung, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES

SINGLE IRREGULAR WORK SHIFT: A single irregular work shift can start any time from 4:30PM to 12:30AM. All journeymen who work a single irregular work shift on government mandated night work shall be paid an additional \$3.25 per hour. Apprentices rates to be calculated at the appropriate percentage of journeymen rate.

WAGES: (per hour) 07/01/2010

Sheetmetal Worker \$ 27.88
Polyresin Fiberglass 27.98

SUPPLEMENTAL BENEFITS

Journeyman: 07/01/2010
\$ 14.07

OVERTIME PAY

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

* time and one half the ninth and tenth hours then double time

**time and one half for the first ten hours then double time

HOLIDAY

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

REGISTERED APPRENTICES

Hired BEFORE 05/01/03 (1/2) year terms at the following percentages of journeyman's wage.

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

Supplemental Benefits: Apprentices hired BEFORE 05/01/2003

1st term	\$ 0.55
2nd term	\$ 5.23
3rd & 4th term	\$ 9.13
5th term	\$ 9.72
6th term	\$ 9.76
7th term	\$ 9.81
8th term	\$ 9.85
9th term	\$ 12.14
10th term	\$ 12.18

APPRENTICES: Hired AFTER 05/01/03 (1/2) year terms at the following percentages of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
40%	43%	46%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS: Apprentices hired AFTER 05/01/2003

1st term	\$ 0.59
2nd term	\$ 6.02
3rd & 4th term	\$ 10.67
5th term	\$ 11.20
6th term	\$ 11.25
7th term	\$ 11.29
8th term	\$ 11.34
9th term	\$ 13.83
10th term	\$ 13.88

2-112

Sprinkler Fitter

01/01/2011

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2010

Sprinkler Fitter \$ 30.15

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 18.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following percentage of Journeyman's wage

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

Supplemental Benefits per hour worked

07/01/2010

1st & 2nd terms \$ 8.41
3rd & 4th terms \$ 13.35
All others \$ 18.85

1-669

Teamster - Building

01/01/2011

JOB DESCRIPTION Teamster - Building

DISTRICT 2

ENTIRE COUNTIES

Broome, Delaware

PARTIAL COUNTIES

Chenango: Only the Townships of Smithville, Greene, Coventry, Oxford, Afton, Bainbridge and Guilford.
Otsego: Only the Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unadilla and Worcester.
Tioga: Only the Townships of Nichols, Tioga, Candor, Richford, Berkshire, Newark Valley and Owego.

WAGES

GROUP # A: Single Axle.

GROUP # B: Tandem Axle.

GROUP # C: Euclids or similar equipment.

Per hour: 07/01/2010

Building:

Group #A \$ 13.49
Group #B 13.54
Group #C 13.74

SUPPLEMENTAL BENEFITS

\$ 2.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

2-693

Teamster - Building

01/01/2011

JOB DESCRIPTION Teamster - Building

DISTRICT 7

ENTIRE COUNTIES

Hamilton, Herkimer, Oneida

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unadilla and Worcester.

WAGES

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

GROUP # B: Low boy or Low boy trailer.

GROUP # C: Euclids or similar equipment.

Wages per hour: 07/01/2010

Building:

Group #A \$ 12.39
Group #B 12.44
Group #C 12.54

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 2.40

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

7-182

Teamster - Heavy&Highway

01/01/2011

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Hamilton, Herkimer, Oneida

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afon, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

WAGES

GROUP #1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers. Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway,where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour:

07/01/2010

Heavy/Highway:

GROUP #1 \$ 18.57
GROUP #2 18.62

There shall be a 12 month carryover of the negotiated rate in effect at the time of the bid. An additional \$1.50 per hour on governmental designated waste site and regulations require employees use or wear personal protection.

PIPELINE/CABLE:*

GROUP #1: Articulating End Dump, Low Boy, Rollagon or similar, Truck Mechanics
GROUP #2: A-Frame, Challenger, Fork Lift, Fuel Truck, Gin Pole, Stringing Truck, Tandem Float(4&5 axle), Track Truck/All-Track Dumper, Vacuum Truck, Winch Truck.

GROUP #3: Ambulance, Bus,Dump Truck(2axle), Dump Truck (3 axle), Flat Bed Truck (2 axle), Flat Bed Truck (3 axle), Grease Truck, Hot Pass Truck (3 axle), Jeep Pick-up, single Axle Float (3 axle), Skid truck (2 axle), Skid Truck (3 axle), Station Wagon, Stringer Bead & Hot Pass (2 axle), Swamp Buggy, Team Driver, Warehouseman, Water Truck (2 axle), Water Truck (3 axle).

07/01/2009

GROUP #1 \$ 22.55
GROUP #2 22.30
GROUP #3 22.15

*Applies to pipeline distribution or underground cable jobs up to the first metering station or connection, except for pumping stations, tank farms, refineries, and city distribution lines.

SUPPLEMENTAL BENEFITS

Per hour worked:

Heavy Highway \$ 8.00
Pipeline/Cable 8.51

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Pipeline/Cable

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Pipeline/Cable
Paid: See (1) on HOLIDAY PAGE.
Overtime:See (3, 6) on HOLIDAY PAGE.

7-182h

Teamster - Heavy&Highway

01/01/2011

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Broome, Delaware

PARTIAL COUNTIES

Chenango: Only the Townships of Smithville, Greene, Coventry, Oxford, Afton, Bainbridge and Guilford.
Otsego: Only the Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unadilla and Worchester.
Tioga: Only the Townships of Nichols, Tioga, Candor, Richford, Berkshire, Newark Valley and Owego.

WAGES

GROUP #1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy
Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material
Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts
Chasers, Tandems and Batch Trucks, Mechanics, Dispatcher. Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer
Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #2: Specialized Earth Moving Equipment, Euclid type, or similar
off-highway, where not self-loading, Straddle (Ross) Carrier, and
self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not
self-loading.

07/01/2010

Heavy/Highway:

Group #1 \$ 20.43
Group #2 20.48

For work bid on or after April 1, 1982, there shall be a 12 month carryover
of the negotiated rate in effect at the time of the bid.

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****
Four (4), ten (10) hour days may be worked at straight time during a week.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work
Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour paid
07/01/2010
\$ 15.63

OVERTIME PAY

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

HOLIDAY

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

2-693.H/H

Welder

01/01/2011

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2010

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked

- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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



New York State Department of Labor - Bureau of Public Work
 State Office Building Campus
 Building 12 - Room 130
 Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

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

1. Name and complete address <input type="checkbox"/> (Check if new or change) Telephone: () Fax: () Mail:	2. NY State Units (see Item 5)9. <input type="checkbox"/> 01 DOT <input type="checkbox"/> 02 DGS <input type="checkbox"/> 03 Dormitory Authority <input type="checkbox"/> 04 State University Construction Fund <input type="checkbox"/> 05 Mental Hygiene Facilities Corp. <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT <input type="checkbox"/> 07 City <input type="checkbox"/> 08 Local School District <input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District <input type="checkbox"/> 10 Village <input type="checkbox"/> 11 Town <input type="checkbox"/> 12 County <input type="checkbox"/> 13 Other Non-N.Y. State (Describe)
---	---

3. SEND REPLY TO <input type="checkbox"/> check if new or change) Name and complete address: Telephone: () Fax: () E-Mail:	4. SERVICE REQUIRED. Check appropriate box and provide project information. <input type="checkbox"/> New Schedule of Wages and Supplements. <div style="border: 1px solid black; padding: 2px; width: fit-content;">APPROXIMATE BID DATE :</div> <input type="checkbox"/> Additional Occupation and/or Redetermination <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :</div> <div style="border: 1px solid black; padding: 2px;">OFFICE USE ONLY</div> </div>
--	--

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: <input type="checkbox"/> 1. New Building <input type="checkbox"/> 2. Addition to Existing Structure <input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair) <input type="checkbox"/> 4. New Sewer or Waterline <input type="checkbox"/> 5. Other New Construction (Explain) <input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration <input type="checkbox"/> 7. Demolition <input type="checkbox"/> 8. Building Service Contract	8. OCCUPATION FOR PROJECT : <input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water) <input type="checkbox"/> Tunnel <input type="checkbox"/> Residential <input type="checkbox"/> Landscape Maintenance <input type="checkbox"/> Elevator maintenance <input type="checkbox"/> Exterminators, Fumigators <input type="checkbox"/> Fire Safety Director, NYC Only <input type="checkbox"/> Guards, Watchmen <input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators <input type="checkbox"/> Moving furniture and equipment <input type="checkbox"/> Trash and refuse removal <input type="checkbox"/> Window cleaners <input type="checkbox"/> Other (Describe)
--	---

9. Does this project comply with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester	Signature
---------------------------------	------------------



**NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List**

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

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

Article 8

AGENCY	Fiscal Officer	SSN/FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	AG	*****1355	4-A GENERAL CONSTRUCTION CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****7478	A & T GENERAL CONSTRUCTION INC.		3 ALAN B SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	NYC		A & T IRON WORKS INC		25 CLIFF STREET NEW ROCHELLE NY 10801	06/15/2010	06/15/2015
DOL	DOL	*****0711	A ULIANO & SON LTD		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL		A ULIANO CONSTRUCTION		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	NYC	*****5804	AAR CO ELECTRIC INC		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	06/25/2015
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	06/25/2015
DOL	DOL	*****0635	ABOVE ALL PUMP REPAIR CORP		360 KNICKERBOCKER AVENUE BATAVIA NY 11716	10/20/2008	10/20/2013
DOL	NYC	*****8758	ACC CONSTRUCTION CORP.		6 EAST 32ND ST - 7TH FL NEW YORK NY 10016	05/25/2006	05/25/2011
DOL	NYC	*****5022	ACE DRYWALL SYSTEMS INC.		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	AG	*****8219	ACTIVE CABLING INC		C/O FRANK DECAPITE 7 SYCAMORE ROAD DRWOODBURY NY 11797	10/02/2008	10/01/2013
DOL	DOL		ADAM A CEMERYS		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	07/08/2015
DOL	DOL	*****3012	ADAM DECKMAN	DECKMAN PAINTING	154 POND VIEW PARKWAY ROCHESTER NY 14612	04/16/2007	04/16/2012
DOL	DOL		ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	08/08/2015
DOL	DOL		ALL TOWNS MECHANICAL	BARRY MORRIS	18 EAST SUNRISE HIGHWAY FREEPORT NY 11758	01/21/2008	01/21/2013
DOL	DOL	*****3101	ALLSTATE CONCRETE CUTTING, INC.		635 MIDLAND AVENUE GARFIELD NJ 07026	07/09/2007	07/09/2012
DOL	DOL	*****8291	AMIR'S VISION INC		230 PRATT STREET BUFFALO NY 14204	09/17/2008	09/17/2013
DOL	AG		ANASTASIA ANTHOULIS	AKA STACEY GOUZOS	131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****0860	ANDREA STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	AG		ANTHONY BRANCA		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL		ANTHONY POSELLA		30 GLEN HOLLOW ROCHESTER NY 14622	10/19/2009	10/19/2014
DOL	DOL		ANTHONY T RINALDI		C/O CRAIN CONSTRUCTION CO KINDERHAMACK RDKACKENSACK NY 07061	10/02/2008	10/02/2013
DOL	DOL		ANTHONY TAORMINA		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL		ANTHONY ULIANO		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	AG	*****7327	ANTHOS CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****2725	ARAGONA CONSTRUCTION CORP		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL	*****8688	ARC MECHANICAL CORP		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL	*****8482	ARGO CONTRACTING CORP		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	NYC	*****5804	ARIE BAR	C/O AAR CO ELECTRIC INC	5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	DOL		ARTHUR C OSUORAH		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	*****8027	ARTHUR DESIGN ENGINEERS & ASSOCIATES		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	*****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	*****2993	AST DRYWALL & ACOUSTICS INC		46 JOHN STREET - STE 711 NEW YORK NY 10038	12/16/2008	12/16/2013
DOL	DA	*****5761	AZTEC PLUMBING & HEATING CORP		153 BAYWOODS LANE BAY SHORE NY 11706	03/19/2007	03/19/2012

Article 8

DOL	DOL	*****7828	BALLAGH GENERAL CONTRACTING INC		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	NYC		BASIL ROMEO		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		BEATRICE ORTEGA		764 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL		BENNY VIGLIOTTI		C/O LUVIN CONSTRUCTION CO P O BOX 357CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL		BERNADETTE GORMALLY		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	NYC		BERNARD COHNEN		193 HARWOOD PLACE PARAMUS NJ 07652	05/14/2008	05/14/2013
DOL	DOL	*****5455	BEST OF FRIENDS OF SCHENECTADY CONSTR CO		425 HAMILTON STREET SCHENECTADY NY 12305	01/24/2006	01/24/2011
DOL	DOL	*****9890	BETTY JOE FRAZIER	NOBLE CONSTRUCTI ON GROUP	23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL	*****0818	BLASTEC INC	MILLER SANDBLASTIN G & PAINTING	121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL	*****8501	BLOCKHEAD CONCRETE & PAVING INC		P O BOX 71 CHEEKTOWAGA NY 14225	09/03/2008	09/03/2013
DOL	NYC	*****8377	BOSPHORUS CONSTRUCTION CORPORATION		3817 KINGS HIGHWAY-STE 1D BROOKLYN NY 11234	07/08/2010	07/08/2015
DOL	DOL		BRIAN HOXIE		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****4311	C & F SHEET METAL CORP		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/24/2014
DOL	DOL	*****9286	CALI BROTHERS INC		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		CANTISANI & ASSOCIATES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	NYC	*****4437	CAPPRY CONTRACTING MGMT. CORP		1081 CONEY ISLAND AVENUE BROOKLYN NY 11230	02/09/2006	02/09/2011
DOL	DOL		CARMODY CONCRETE CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL		CARMODY INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL		CARMODY MASONRY CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL		CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL	*****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/20/2014
DOL	DOL	*****7924	CBI CONTRACTING INCORPORATED		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		CHARLES MURDOUGH		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	DOL		CHESTER A BEDELL		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		CHRISTOPHER NICHOLSON		91 NEWMAN PLACE BUFFALO NY 14210	10/19/2006	10/19/2011
DOL	DOL		CITY GENERAL BUILDERS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****7086	CITY GENERAL IRON WORKS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****5329	CNY MECHANICAL ASSOCIATES INC		P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	DOL	*****6866	COMMERCIAL SYSTEM CONSTRUCTION		91 NEWMAN PLACE BUFFALO NY 14210	10/19/2006	10/19/2011
DOL	DOL	*****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	02/02/2010	10/21/2015
DOL	DOL	*****7794	CRAIN CONSTRUCTION COMPANY INC		ONE KINDERHAMACK ROAD HACKENSACK NJ 07061	10/02/2008	10/02/2013
DOL	DOL		CRAIN CONSTRUCTION OF NEW JERSEY		ONE KINDERHAMACK ROAD HACKENSACK NJ 07061	10/02/2008	10/02/2013

Article 8

DOL	DOL		CRAIN CONSTRUCTION OF NEW YORK INC		C/O CRAIN CONSTRUCTION CO ONE KINDERHAMACK ROAD HACKENSACK NJ 07061	10/02/2008	10/02/2013
DOL	DOL		CRAIN CONTRACTING COMPANY		ONE KINDERHAMACK ROAD HACKENSACK NJ 07061	10/02/2008	10/02/2013
DOL	NYC	*****8777	CROSSLAND ELECTRICAL SYSTEMS INC		846 EAST 52ND STREET BROOKLYN NY 11203	12/19/2008	12/29/2013
DOL	DOL	*****0115	CROW AND SUTTON ASSOCIATES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL	*****4266	CRYSTAL INTERIOR CONTRACTING INC		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL	*****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	*****6339	D J FLOORS INC		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL		D JAMES SUTTON		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		DANIEL CELLUCCI ELECTRIC		17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL	*****7129	DANIEL T CELLUCCI	DANIEL CELLUCCI ELECTRIC	17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL		DARIN ANDERSON		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		DARREN MAYDWELL		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL		DEANNA J REED		5900 MUD MILL RD-BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****3012	DECKMAN PAINTING		154 POND VIEW PARKWAY ROCHESTER NY 14612	04/16/2007	04/16/2012
DOL	DOL	*****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
DOL	DOL	*****6971	DELPHI PAINTING AND DECORATING INC		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	10/19/2015
DOL	DOL		DESMOND CHARLES		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL	*****7157	DG PIPELINE INC		312 HALSEYVILLE ROAD ITHACA NY 14850	09/06/2006	09/06/2011
DOL	DOL		DIMITEIUS KASSIMIS		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL	*****3364	DJH MECHANICAL ASSOCIATES LTD		155 KINGSBRIDGE ROAD EAST MOUNT VERNON NY 10552	02/01/2006	02/01/2011
DOL	DOL		DONALD NOWAK		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL		DONALD SCHWENDLER		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL	*****6148	DOT CONSTRUCTION OF NY INC		765 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL		DOUGLAS MCEWEN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL		DOUGLAS S GRIFFEN		312 HALSEYVILLE ROAD ITHACA NY 14850	09/06/2006	09/06/2011
DOL	DOL		DRAGOLJUB RADOJEVIC	61 WILLET ST - SUITE 14	PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	NYC	*****6176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	DOL		EDWARD SUBEH		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	DOL	*****3554	ELITE BUILDING ENTERPRISES INC		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/21/2013
DOL	AG	*****3233	EMEIS & EMEIS GENERAL CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****6101	ENHANCED DATA COM INC		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		ERROL L ALLEN		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		ESCO INSTALLERS LLC		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	DOL	*****0329	FAULKS PLUMBING HEATING & AIR CONDITIONING INC		3 UPTON STREET HILTON NY 14468	06/10/2008	06/10/2013

Article 8

DOL	DOL		FERNANDO GOMEZ		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/25/2014
DOL	DOL	*****0768	FISHER CONCRETE INC		741 WELSH ROAD JAVA CENTER NY 14082	04/08/2009	04/08/2014
DOL	DOL	*****0115	FOXCROFT NURSERIES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		FRANCIS (FRANK) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK (FRANCIS) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK BAKER		24 EDNA DRIVE SYOSSET NY 11791	05/14/2008	05/14/2013
DOL	DOL		FRANK J MERCANDO	C/O MERCANDO CONTRACTIN G CO INC	134 MURRAY AVENUE YONKERS NY 10704	11/22/2008	11/22/2013
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	*****0128	FRANK J TUCEK & SON INC		92 NORTH ROUTE 9W CONGERS NY 10920	01/29/2007	01/29/2012
DOL	DOL		FRANK ORTIZ		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	06/25/2015
DOL	DOL	*****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
DOL	DOL	*****9832	G A FALCONE CONSTRUCTION INC		253 COMMONWEALTH AVENUE BUFFALO NY 14216	08/07/2007	08/07/2012
DOL	DOL	*****7088	GBA CONTRACTING CORP		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	NYC		GELSOMINA TASSONE		25 CLIFF STREET NEW ROCHELLE NY 10801	06/15/2010	06/15/2015
DOL	DOL		GEORGE A PATTI III		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	AG		GEORGE BEGAKIS		57-16 157TH STREET FLUSHING NY 11355	10/04/2006	10/04/2011
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	10/21/2015
DOL	AG		GERARD IPPOLITO		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	AG		GERASIMO ANDRIANIS		22-15 47TH STREET ASTORIA NY 11105	08/03/2006	08/03/2011
DOL	DOL		GREG SURACI		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	DOL		GRIGORIOS BELLOS		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	DOL	*****9985	GROUND LEVEL CONSTRUCTION		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL	*****8904	HALLOCKS CONSTRUCTION CORP	P O BOX 278	YORKTOWN HEIGHTS NY 10598	12/01/2008	12/01/2013
DOL	DOL		HARALAMBOS KARAS		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	10/22/2013
DOL	DOL	*****0080	HI-AMP ELECTRICAL CONTRACTING CORP		265-12 HILLSIDE AVENUE FLORAL PARK NY 11004	02/15/2008	02/15/2013
DOL	DOL	*****9893	HOXIE'S PAINTING CO INC		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****6429	IDM ENTERPRISES INC		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL	*****6293	IMPRESSIVE CONCRETE CORP		264A SUBURBAN AVENUE DEER PARK NY 11729	12/18/2007	12/18/2012
DOL	DOL	*****8898	IN-TECH CONSTRUCTION INC		8346 BREWERTON ROAD CICERO NY 13039	07/06/2007	07/06/2012
DOL	DOL	*****7561	INDUS GENERAL CONSTRUCTION		33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	NYC	*****7728	INTEGRITY CONSTRUCTION & CONSULTING SERVS		7615 MYRTLE AVENUE GLENDALE NY 11385	02/15/2007	02/15/2012
DOL	DOL	*****0488	INTERWORKS SYSTEMS, INC.		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		ISRAEL MONTESINOS		517 MILES SQUARE ROAD YONKERS NY 10701	02/15/2008	02/15/2013

Article 8

DOL	DOL		IVAN D MARKOVSKI		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL		IVAN TORRES		11 PLYMOUTH ROAD DIX HILLS NY 11746	02/15/2008	02/15/2013
DOL	DOL	*****0579	J & I CONSTRUCTION CORP		110 FOURTH STREET NEW ROCHELLE NY 10801	02/15/2008	02/15/2013
DOL	DOL	*****7357	J C MCCASHION CONSTRUCTION INC		84 FREDERICK AVENUE ALBANY NY 12205	04/13/2006	04/13/2011
DOL	DOL	*****1584	J M TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	AG	*****1562	JANS GENERAL CONSTRUCTION CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		JASON ASBURY		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	DOL		JAY MEYER		239 MARSH DRIVE DEWITT NY 13214	02/20/2007	02/20/2012
DOL	DOL		JEANETTE CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JEFFREY ARTIERI		107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL		JOHN B DUGAN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DA		JOHN BIAS		153 BAYWOODS LANE BAY SHORE NY 11706	03/19/2007	03/19/2012
DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	NYC		JOHN C MCCASHION		84 FREDERICK AVENUE ALBANY NY 12205	04/13/2006	04/13/2011
DOL	NYC		JOHN DITURI		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	DOL		JOHN JIULIANNI		222 GAINSBORG AVENUE E WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	NYC		JOHN MARI JR		278 ROBINSON AVENUE NEW YORK NY 10312	04/06/2008	04/06/2013
DOL	NYC		JOHN O'SHEA		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL	*****5970	JOHN PREVETE FRAMING AND JOHN PREVETE FRAMING INC	JOHN PREVETE	320 RIDGE ROAD WEST MILFORD NJ 07480	03/26/2008	03/26/2013
DOL	DOL		JOHN SAN SEVERE		C/O CRAIN CONSTRUCTION CO ONE KINDERHAMACK ROADHACKENSACK NJ 07061	10/02/2008	10/02/2013
DOL	DOL		JOSE DOS SANTOS JR		85-08 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	DOL		JOSEPH CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JOSEPH MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****1763	JR RESTORATION & ROOFING INC		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****9422	JUNKYARD CONSTRUCTION CORP.		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012
DOL	DOL	*****3810	K M MARTELL CONSTRUCTION, INC.		57 CROSS ROAD MIDDLETOWN NY 10940	06/25/2007	06/25/2012
DOL	DOL	*****9993	K M R ENTERPRISES		10 STUFFLE STREET CROPSYVILLE NY 12052	12/20/2006	12/20/2011
DOL	DOL		K NELSON SACKOOR		16 JOY DRIVE NEW HYDE PARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****8648	K-STAR CONSTRUCTION CORP		42 48 161ST STREET FLUSHING NY 11358	12/11/2006	12/11/2011
DOL	NYC		KAMIL OZTURK		3715 KINGS HWY - STE 1D BROOKLYN NY 11234	07/08/2010	07/08/2015
DOL	NYC		KAZIMIERZ KONOPSKI		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	AG		KEFCAL CONSTRUCTION, INC.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	NYC	*****4923	KELLY'S SHEET METAL, INC.		1426 ATLANTIC AVENUE BROOKLYN NY 11216	12/28/2007	12/28/2012
DOL	DOL		KEMPTON MCINTOSH		8531 AVENUE B BROOKLYN NY 11236	12/16/2008	12/16/2013
DOL	DOL		KENNETH W. GRIFFIN		101 LILL STREET ROCHESTER NY 14621	05/01/2006	05/01/2011

Article 8

DOL	DOL		KEVIN MARTELL		57 CROSS ROAD MIDDLETOWN NY 10940	06/25/2007	06/25/2012
DOL	AG	*****3318	KOSMAR CONTRACTING CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		KRIS CLARKSON		2484 CATON ROAD CORNING NY 14830	06/20/2007	06/20/2012
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/19/2014
DOL	DOL		LANCET SPECIALTY CONTRACTING CORP		C/O CATENARY CONSTRUCTION 112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	DOL		LARRY FRANGOS		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	DOL	*****7907	LEEMA EXCAVATING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	AG	*****5102	LIBERTY TREE SERVICE, INC.		583 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	*****6651	LIGHTNING FAST LABOR FORCE SERVICES, INC.		150 NORTH CHESTNUT STREET ROCHESTER NY 14604	05/01/2006	05/01/2011
DOL	DOL	*****5953	LPD CONTRACTING INC		1205 MCBRIDE AVENUE WEST PATTERSON NJ 07424	08/27/2007	08/27/2012
DOL	DOL	*****5171	LUVIN CONSTRUCTION CORP		P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL	*****9875	M & S STRIPING INC		73 INDUSTRIAL PARK BLVD ELMIRA NY 14901	01/10/2007	01/10/2012
DOL	DOL	*****9688	M K PAINTING INC		4157 SEVENTH STREET WYANDOTT MI 48192	05/14/2007	05/14/2012
DOL	AG		MANNS CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MARK LINDSLEY		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/14/2014
DOL	DOL		MASONRY CONSTRUCTION INC		220 FERRIS AVENUE WHITE PLAINS NY 10803	12/04/2009	12/04/2014
DOL	DOL		MASONRY INDUSTRIES INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	AG	*****9970	MAY CONSTRUCTION CO INC		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	NYC	*****4132	MCCASHION BROTHERS HOLDING COMPANY LLC		84 FREDERICK AVENUE ALBANY NY 12205	04/13/2006	04/13/2011
DOL	DOL		MCI CONSTRUCTION INC		975 OLD MEDFORD AVENUE FARMINGDALE NY 11738	08/24/2009	08/24/2014
DOL	DOL		MCS PAINTING CONTRACTORS, INC.		LIME KILN COURT STONY POINT NY 10980	01/25/2006	01/25/2011
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	*****0241	MERIT FENCE CO INC		130 OLD ROUTE 6 CARMEL NY 10512	08/06/2003	02/02/2012
DOL	DOL		MICHAEL L. KRIVITZA	NORTHEAST TECHNOLOGI ES	105 PINE STREET - APT 2 EAST ROCHESTER NY 14445	05/14/2007	05/14/2012
DOL	DOL		MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL	*****0860	MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL		MICHAEL TAYLOR		66 RYBKA ROAD STUYVESANT FALLS NY 12174	03/02/2007	03/02/2012
DOL	DOL	*****0818	MILLER SANDBLASTING AND PAINTING		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL	*****4435	MODERN TECH DESIGN & SERVICES INC		9151 SOUTHWESTERN BLVD ANGOLA NY 14006	01/19/2006	01/19/2011
DOL	NYC		MOHAMMAD SELIM		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11372	03/04/2010	03/04/2015
DOL	DA		MOHAMMED SALEEM		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015

Article 8

DOL	DOL	*****2251	MURDOUGH DEVELOPMENT CO., INC.	203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DA	*****9642	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP	768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	DOL	*****4133	NASDA ELECTRICAL ENTERPRISES INC	134-25 166 PLACE - #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL	*****9445	NASDA ENTERPRISES INC	134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL	*****2213	NEUSS CONSTRUCTION, INC.	1191 ROUTE 9W - SUITE #C6 MARLBORO NY 12542	09/06/2006	09/06/2011
DOL	DOL		NICK NITIS	3 ALAN B SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	DOL		NICOLE SPELLMAN	2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL	*****9890	NOBLE CONSTRUCTION	23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL	*****7771	NORTHEAST TECHNOLOGIES	105 PINE STREET APT. 2 EAST ROCHESTER NY 14445	05/14/2007	05/14/2012
DOL	DOL	*****1833	NORTHEASTERN SUPREME FLOOR CO.,INC	66 BENEDICT STREET CASTLETON NY 12033	03/02/2007	03/02/2012
DOL	DOL	*****7041	NYCOM SERVICES CORP	80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	11/22/2013
DOL	DOL	*****0797	O GLOBO CONSTRUCTION CORP	85-06 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	DOL	*****1803	OMNI CONTRACTING COMPANY, INC.	3 ALAN B. SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	NYC	*****6176	ORSOGRIL NEW YORK INC	25 CLIFF STREET NEW ROCHELLE NY 10801	06/15/2010	06/15/2015
DOL	NYC	*****3855	OT & T INC	36-28 23RD STREET LONG ISLAND CITY NY 11106	01/15/2008	05/14/2013
DOL	NYC	*****9833	PARADISE CONSTRUCTION CORP	6814 8TH AVENUE BROOKLYN NY 11220	12/03/2007	12/03/2012
DOL	DOL	*****3039	PARAGON PLATE GLASS, INC.	210 FACTORY STREET WATERTOWN NY 13601	11/07/2006	11/07/2011
DOL	DOL	*****5226	PASCARELLA & SONS	459 EVERDALE AVENUE WEST ISLIP NY 11759	12/15/2010	12/15/2015
DOL	DOL		PATRICK BURNS	19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL		PATRICK SHAUGHNESSY	88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	DOL		PEDRO RINCON	131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	AG		PETER GOUZOS	131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		PETER J LANDI	249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****7229	PETER J LANDI INC	249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****1136	PHOENIX ELECTRICIANS COMPANY INC	540 BROADWAY P O BOX 22222ALBANY NY 12201	03/09/2010	03/09/2015
DOL	DOL	*****5419	PINE VALLEY LANDSCAPE CORP	RR 1, BOX 285-B BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		PRECISION DEVELOPMENT CORP	115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL	*****9359	PRECISION STEEL ERECTORS INC	P O BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****2326	PUTMAN CONSTRUCTION COMPANY OF WESTERN NY	29 PHYLLIS AVENUE BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL	*****7438	R & H COMMERCIAL FLOORING, INC.	102 WILLOW AVENUE WATKINS GLEN NY 14891	06/20/2007	06/20/2012
DOL	DOL	*****1596	R & T SUPREME SPORTS FLOORING, LLC	66 RYBKA ROAD STUYVESANT FALLS NY 12174	03/02/2007	03/02/2012
DOL	DOL	*****1629	R S CONSTRUCTION COMPANY LLC	571 MILES SQUARE ROAD YONKERS NY 10701	04/04/2007	04/04/2012
DOL	AG	*****2626	RAINBOW RENOVATIONS, INC.	35-44 CRESCENT STREET LONG ISLAND CITY NY 11106	08/03/2006	08/03/2011
DOL	DOL		RAMON BONILLA	938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL	*****7294	REDWOOD FLOORING, INC.	88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	NYC	*****6978	RISINGTECH INC	243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBY BISSERAR	89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003

Article 8

DOL	DOL		ROBERT DIMARSICO		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		ROBERT O'HANLON		635 MIDLAND AVENUE GARFIELD NJ 07026	07/09/2007	07/09/2012
DOL	DOL		ROBERT STEVENSON		571 MILES SQUARE ROAD YONKERS NY 10701	04/04/2007	04/04/2012
DOL	DOL	*****1721	ROBERTS CONSTRUCTION OF UPSTATE NEW YORK INC		5 SANGER AVENUE NEW HARTFORD NY 13413	01/28/2009	01/28/2014
DOL	DOL	*****3467	ROCKERS AND NOCKERS LLC		207 RIVERVIEW ROAD REXFORD NY 12148	10/23/2007	10/23/2012
DOL	DOL	*****9025	ROJO MECHANICAL LLC		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		RONALD R SAVOY	C/O CNY MECHANICAL ASSOCIATES INC	P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	DOL		ROSARIO CARRUBBA		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL	*****5905	ROSE PAINTING CORP		222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL		RUDOLPH NEUSS		8 FAR HORIZONS DRIVE NEWBURGH NY 12550	09/06/2006	09/06/2011
DOL	DOL		RUSSELL TUPPER		8346 BREWERTON ROAD CICERO NY 13039	07/06/2007	07/06/2012
DOL	DOL		RUTH H SUTTON		939 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL	*****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUE BROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	DOL	*****9066	SAMAR PAINTING & DECORATING INC		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	NYC	*****0987	SCHWARTZ ELECTRIC CONTRACTORS INC		89 WALKER STREET NEW YORK NY 10013	01/04/2008	01/04/2013
DOL	DOL	*****6348	SEABURY ENTERPRISES LLC		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	NYC	*****4020	SERVI-TEK ELEVATOR CORP		2546 EAST TREMONT AVENUE BRONX NY 10461	07/16/2009	07/16/2014
DOL	NYC	*****8252	SEVERN TRENT ENVIRONMENTAL SERVICES INC		16337 PARK ROW HOUSTON TX 77084	06/12/2007	06/12/2012
DOL	DOL		SHAIKF YOUSUF		C/O INDUS GENERAL CONST 33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DOL	*****0256	SIERRA ERECTORS INC		79 MADISON AVE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL	*****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	02/25/2015
DOL	DOL	*****8469	SIGNATURE PAVING AND SEALCOATING		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL	*****8469	SIGNATURE SEALCOATING AND STRIPING SERVICE		345 LIVINGSTON AVENUE P O BOX 772 JAMESTOWN NY 14702	04/04/2007	08/13/2015
DOL	DOL	*****9397	SKY COMMUNICATIONS, INC.		PO BOX 278 DEWITT NY 13214	02/20/2007	02/20/2012
DOL	AG		SN CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG	*****7480	SNA CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/26/2007	01/25/2012
DOL	AG	*****2738	SNA CONTRACTING CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	07/09/2015
DOL	DOL	*****0918	SPECTRUM CONTRACTING GROUP INC		875 THIRD AVENUE NEW YORK NY 10022	12/11/2006	12/11/2011
DOL	AG	*****1355	SPIRIDON ANTHOULIS		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG		STACEY GOUZOS		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	NYC	*****6650	START ELEVATOR CONSTRUCTION, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****3896	START ELEVATOR MAINTENANCE, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****1216	START ELEVATOR REPAIR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013

Article 8

DOL	NYC	*****2101	START ELEVATOR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL		STEED GENERAL CONTRACTORS INC		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	DOL		STEPHEN BALZER		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/01/2013
DOL	DOL		STEVE PAPASTEFANOU		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	DOL	*****4081	STS CONSTRUCTION OF WNY		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL	*****5966	SUPREME SPORT SURFACES, INC.		66 BENEDICT STREET CASTLETON NY 12033	03/02/2007	03/02/2012
DOL	DOL	*****2036	SURACI ENTERPRISES INC		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	AG		TAO GENERAL CONTRACTORS INC		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		THEODORE F FAULKS		18 FIREWEED TRAIL HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		THOMAS ASCHMONEIT		79 MADISON AVENUE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL		THOMAS E. MOONEY		164 WINSLOW STREET WATERTOWN NY 13601	11/07/2006	11/07/2011
DOL	DOL		THOMAS GORMALLY		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	DOL		TIMOTHY P SUCH		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/19/2014
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL		TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	NYC	*****5184	UDDIN USA CORP		663 DEGRAW STREET BROOKLYN NY 11217	05/17/2007	05/17/2012
DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****8663	URBAN-SUBURBAN RECREATION INC		3 LUCON DRIVE DEER PARK NY 11728	06/20/2007	06/20/2012
DOL	DOL	*****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DA		VASILIOS TSIMITRAS		235 91ST STREET BROOKLYN NY 11209	11/27/2006	11/27/2011
DOL	DOL		VIRGINIA L CAPONE		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	NYC	*****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	NYC	*****5466	VIVA VICTORIA ENTERPRISES LTD		10317 90TH STREET OZONE PARK NY 11417	06/12/2006	06/12/2011
DOL	DOL	*****0329	WET PAINT CO. OF OSWEGO, INC		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL		WHITE PLAINS CARPENTRY CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL		WILLIAM PUTNAM		50 RIDGE ROAD BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DA		WILLIAM TSIMITRAS		235 91ST STREET BROOKLYN NY 11209	11/27/2006	11/27/2011
DOL	DOL		WILLIAM W FARMER JR		112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	DOL		WINSTON J. GOINS, SR.		87 MALLING DRIVE ROCHESTER NY 14621	05/01/2006	05/01/2011
DOL	AG		YANG GENERAL CONTRACTING LTD		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG	*****0288	YIN CONSTRUCTION LTD		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG		YULY ARONSON		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	AG	*****1564	ZARBEN GENERAL CONSTRUCTION INC		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		ZEPHENIAH DAVIS		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012

Article 9

AGENCY	Fiscal Officer	SSN/FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****8212	VELOX CLEANING CORP		32 ESSEX LANE WILLINGBORO NJ 08046	07/09/2010	07/09/2015

Technical Provisions

TECHNICAL PROVISIONS

GENERAL

1. PROJECT DESCRIPTION

The work to be performed under this contract is to reconstruct the bridge along Pony Farm Road over the Canadian Pacific Railroad.

2. SCOPE OF WORK

The intent of this project and the work of the Contractor are to install a structure at the location shown on the plans and as shown on Figure 1 located in this specification booklet. The scope and complete details of the work to be performed is outlined on the plans and specifications and is generally described as follows:

- A. Install the necessary traffic control measures to successfully complete the Contract work as detailed and specified, or as ordered by the Engineer.
- B. Provide the necessary maintenance and protection for the Canadian Pacific Railroad in accordance with the contract documents and as ordered by the Engineer.
- C. Clearing and grubbing.
- D. Removing existing Superstructures and Substructures.
- E. Install reinforced concrete footings.
- F. Install new Superstructures, C.I.P. wingwalls, precast tee-walls.
- G. Install select structure fill and rip rap as shown on the plans
- H. Install asphalt paving, and guide railing.
- I. Complete clean up and restoration of site, including but not limited to seeding of side slopes and any areas disturbed, damaged or removed, by virtue of the Contractor's performance of this contract.

3. MAINTENANCE OF TRAFFIC

The Contractor will be responsible for all signs and barricades at the project site so as to protect the public from damage to person and property within the duration of the contract. The Contractor shall provide a plan to the Engineer showing the types and locations of barricades and signs to be used at the site, for approval prior to commencing work on the project.

All work zone traffic control shall be in accordance with Section 619 of the NYSDOT Standard Specifications dated May 1, 2008 and the current Manual of Uniform Traffic Control Devices. The Contractor shall determine the method or staging that he plans to use for the project and submit this procedure to the owner for approval.

The Contractor shall note the provisions in Section 619 covering seasonal shutdown periods.

4. STREAM STANDARDS

The Town shall obtain any permits required for this project. The Contractor shall be required to comply with standards and regulations stipulated by the New York State Department of Environmental Conservation, Section 209 of the NYSDOT Standard Specifications and other regulatory agencies.

5. ELEVATIONS AND DETAILS

Elevations, dimensions and details are provided to assist the Contractor. They are not guaranteed, which means that they must be verified at the project site. The Contractor must work with the Engineer to fulfill the intent of these Contract Documents.

6. CONTROLS

Materials and workmanship shall be in accordance with the New York State Department of Transportation Standard Specifications dated May 1, 2008, and any addendum.

7. PROJECT LOCATION

The project is located on Pony Farm Road, in the Town of Oneonta, Otsego County, New York. A Site Location Map is included in this package and is designated as Figure 1.

General Requirements for Materials

GENERAL REQUIREMENTS FOR MATERIALS

All materials used in the work shall meet the quality requirements described in Section 700 of the New York State Department of Transportation Standard Specifications Construction and Materials dated May 1, 2008 with addendum, unless the same are altered by specific requirements under any itemized specification or by notes shown upon the plans, or in the proposal.

It shall be the responsibility of the Contractor to advise the Owner of the sources of proposed materials sufficiently in advance of their use so that proper tests may be made.

Immediately upon award of the contract, the Contractor shall furnish in writing to the Owner the sources of supply, types of all items and kinds of materials, which he proposes to use in the work. No change shall be made in the sources of supply or kinds of materials, or in the type of any item, except upon written approval by the Owner.

Unless otherwise designated, when a reference is made in these specifications to a specification or test designation either of the AASHTO, ASTM, Federal Specifications, or any other recognized non-proprietary national organization, it shall mean the specification or test method (including Interim AASHTO and Tentative ASTM) which is current on the date of advertisement for bids.

Unless otherwise designated, when a reference is made in the " New York State Manual of Uniform Traffic Control Devices " it shall mean the edition, as amended, which is current on the date of advertisement for bids.

Any material which is rejected because of failure to meet the required tests, or that has been damaged so as to cause rejection, shall be immediately removed from the site of work. Materials shall be so stored as to insure the preservation of their quality and fitness for work. Stored materials, even though accepted before storage, shall be inspected prior to their use in the work and shall meet the requirements of the contract at the time of their use.

SHOP DRAWINGS

Items requiring Shop Drawings:

	Bar Reinforcement for Concrete
9209.01	Temporary Soil Erosion and Water Pollution Control (All Items)
562.0101	Reinforced Concrete Span Units
632.0102	Precast Concrete Wall Unit Type

MATERIAL CERTIFICATIONS

Items requiring Material Certification:

203.21	Select Structure Fill
207.10	Geotextile Bedding
304.14	Subbase Course, Type 4
552.11	Permanent Steel Sheeting
9555.0105	Bar Reinforcement for Concrete For Structures
9558.50	Membrane Waterproofing System
562.0101	Reinforced Concrete Span Units
568.50	Steel Bridge Railing
568.70	Transition Bridge Railing
606.10	Box Beam Guide Railing
606.100001	Box Beam Guide Railing "Shop Curve"
606.1201	Box Beam Guide Railing End Assembly Type I
606.8101	Guide Rail Transition Weak-Post Corrugated Beam To Box Beam Guide Rail (One Or Two Way Operation)
632.0102	Precast Concrete Wall Unit Type
632.0602	Backfill For Precast Wall Unit Type

Procedures for Material Certifications:

A Material Certification is required for each actual delivery of a material to the site. The certification shall include the following information:

- 1) Material name and item number.
- 2) Contractor's name and job location.
- 3) Manufacturer's name, address and telephone number.
- 4) Certification from the manufacturer that the materials comply with the appropriate specifications. Also there shall be a statement as to domestic origin.
- 5) Certification must be signed by a person who will legally bind the company indicated by a statement or title of his position in the company.

MATERIALS REQUIRING DELIVERY TICKETS

Items Requiring Delivery Tickets

203.21	Select Structure Fill
304.14	Subbase Course, Type 4
403.138902	Hot Mix Asphalt, Binder

403.178202	Hot Mix Asphalt, Top
9555.0105	Concrete For Structures
620.03	Stone Filling (Light)
620.04	Stone Filling (Medium)
632.0602	Backfill For Precast Wall Unit Type

Procedure for Delivery Tickets.

All deliveries to the site for the above referenced items shall be accompanied by a delivery ticket. The delivery ticket shall include the following information:

- 1) Material Name
- 2) Contractor's name and job location.
- 3) Supplier name, address, and telephone number.
- 4) Quantity being delivered.

Supplemental Specifications

APPLICABLE N.Y.S. D.O.T. ITEMS

The following items will be utilized as specified in the New York State Department of Transportation "Standard Specifications Construction and Materials" dated May 1, 2008 including addendums, except as noted on the contract plans or as amended herein.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
201.06	Clearing and Grubbing
202.1201	Removing Existing Superstructures
*9202.19	Removal of Substructures
203.02	Unclassified Excavation and Disposal
203.03	Embankment in Place
203.21	Select Structure Fill
206.01	Structure Excavation
207.10	Geotextile Bedding
*9209.01	Temporary Soil Erosion and Water Pollution Control
304.14	Subbase Course – Type 4
403.138902	Hot Mix Asphalt – Type 3 Binder Course
403.178902	Hot Mix Asphalt – Type 6 Top Course
490.30	Miscellaneous Cold Milling of Bituminous Concrete
552.11	Permanent Steel Sheeting
*9555.0105	Concrete for Structures
*9558.50	Membrane Waterproofing System
562.0101	Reinforced Concrete Span Units
568.50	Steel Bridge Railing (Two Rail)
568.70	Transition Bridge Railing
606.10	Box Beam Guide Rail
606.100001	Box Beam Guide Railing (Shop Curve)
606.1201	Box Beam Guide Railing End Assembly Type 1
606.51	Resetting Corrugated Beam Guide Rail
606.61	Removing and Storing Corrugated Beam Guide Railing
606.8101	Guide Rail Transition Weak-Post Corrugated Beam To Box Beam Guide Rail (One or Two Way Operation)
619.01	Basic Maintenance and Protection of Traffic
*9619.23	Railroad Protective Labor
*9619.24	Temporary Protection of Railroad Facilities
620.03	Stone Filling (Light)
620.04	Stone Filling (Medium)
632.0102	Precast Concrete Wing Wall Type
632.0502	Excavation for Precast Concrete Wall Unit Type
632.0602	Backfill for Precast Concrete Wall Unit Type
637.11	Engineers Field Office – Type I
645.5102	Ground-Mounted Sign Panels less than or equal to 30 SF with Z-bars
697.03	Field Change Order (FCO)
698.04	Asphalt Price Adjustment
699.04	Mobilization (4% MAX)

* These items have been provided as a supplement to the NYSDOT Standard Specifications.

ITEM 9202.19 – REMOVAL OF EXISTING SUBSTRUCTURES

SECTION 202 - REMOVAL OF SUBSTRUCTURES

The following shall be a supplement to Section 202 of the NYSDOT Standard Specifications and shall be designated as Item 9202.19.

1. DESCRIPTION

The work to be performed is the removal and disposal of old abutments from a previous structure or structures that were located at the site. The substructures to be removed are any portion of old structures that will interfere with the installation of the new culvert or restrict the waterway opening.

2. BASIS FOR PAYMENT

Removal and disposal of substructures work shall not be measured. Such work, when properly completed, shall be paid for at the contract lump sum price bid. The price and payment shall constitute full compensation for the furnishing of all labor, tools, materials, equipment services and incidentals necessary to complete this item in accordance with the Contract Drawings and Specifications.

ITEM 9209.01 – TEMPORARY SOIL EROSION & WATER POLLUTION CONTROL

SECTION 209 – SOIL EROSION AND SEDIMENT CONTROL

1. DESCRIPTION

The work to be performed under this specification shall consist of all items required for temporary soil erosion and water pollution control measures, prior to and during the completion of the project as specified on the plans and throughout the Contract documents. This work shall include but not be limited to:

- Installing, maintaining, and removing the silt fence
- All other work incidental to the temporary soil erosion and water pollution control measures as ordered by the Engineer and in accordance with the Contract Drawings and Specifications.

2. STANDARDS AND MATERIALS

The work to be performed under this specification shall be in accordance with the latest editions (including addenda) of the NYSDOT Standard Specifications, NYSDOT Materials Bureau's Approved List and the NYSDOT Manual of Uniform Traffic Control Devices.

3. BASIS FOR PAYMENT

The lump sum price bid for this item shall include the cost for furnishing of all labor, tools, materials, equipment, services and incidentals necessary to complete this item in accordance with the Contract Drawings and Specifications.

ITEM 9555.0105 – CONCRETE FOR STRUCTURES

SECTION 555 - STRUCTURAL CONCRETE

The following shall be a supplement to Section 555 of the NYSDOT Standard Specifications and shall apply to Item No. 9555.0105, Concrete for Structures.

1. REINFORCING

Description

This work will consist of furnishing and placing all reinforcing steel for concrete structures, in accordance with and as called for on the Contract Drawings.

The Materials and Construction Details shall conform to Section 556 - Reinforcing for Concrete Structures in the New York State Department of Transportation's Standard Specifications dated May 1, 2008.

Basis For Payment

Unless otherwise called for in the Proposal Form, all reinforcement, including labor, materials, equipment, chairs, supports, fastenings, connections, ties and any splices not specifically shown on the plans will be included in the price bid for concrete for structures in the Proposal.

2. STRUCTURAL CONCRETE

Description

This work will consist of furnishing and placing Portland Cement Concrete for structures as shown on the Contract Drawings or as called for in the specifications.

The Materials and Construction Details shall conform to Section 555 - Structural Concrete in the New York State Department of Transportation's Standard Specifications dated May 1, 2008.

In addition to the provisions in Section 555, the following shall apply to all structural concrete:

1. Concrete Mix - A testing laboratory approved by the Engineer shall be employed at the Contractor's expense to determine the design mix for each class of concrete to be used on the project.

After each mix has been designed, full size trial batches shall be made of each mix in a mixer using materials selected and approved for the project. These trial batches will confirm the correct proportions of each mix to obtain the proper consistency for work ability without adversely affecting the concrete strength.

Unless otherwise called for on the Contract Drawings or in these specifications, the concrete design mix will be based on strength of 4,025 psi (3,500 psi + 15%). Concrete cylinders for each trial batch shall be made and tested at 7 and 28 days. These test results shall be forwarded to the Engineer for review and approval.

The Contractor shall not pour any concrete prior to approval of the design mix by the Engineer.

The Contractor shall schedule his work accordingly to allow for this testing period and the necessary approvals.

Air entrainment admixtures shall be in accordance with ASTM C-260 with latest revisions. Master Builders MB-VR or approved equal is acceptable.

2. Testing Concrete - During concrete placing operations, both field and laboratory testing of the concrete will be made.

The Contractor shall furnish all concrete for testing, all test molds including test cylinder molds and be responsible for the storage and transportation of test specimens. Unless otherwise noted, the Contractor will pay the cost of all testing.

Tests to be performed are generally as follows:

A. Tests on fresh concrete - Slump and Air Entrainment tests will be made on each truckload of fresh concrete prior to placement, in accordance with ASTM serial designations C-143 (Slump) and C-138 or C-231 (Air entrainment). Concrete not in accordance with the requirements for maximum slump and specific air content will be rejected and immediately removed from the site.

B. Strength Tests - Concrete cylinders shall be prepared and tested on the following basis:

1. Minimum of three (3) cylinders per pour of concrete.
2. Minimum of two (2) cylinders per truckload of concrete.

Preparation and testing of concrete cylinders shall be paid for by the Contractor at an independent testing laboratory approved by the Engineer. **Three (3) copies of all laboratory test reports shall be furnished to the Engineer.**

Specimens shall be collected and molded in accordance with ASTM designation C-31. Not less than three (3) specimens molded from the same pour and broken at the same age shall comprise a single strength test.

Specimens will not be removed from the place of molding within 24 hours. During this period the specimen shall be protected from the elements in the same manner as that portion of the structure, which the specimens represent. Compressive and flexural strength tests shall be in accordance with ASTM serial designations C-39 and C-78 respectively.

The standard age of specimens for strength tests shall be twenty eight (28) days. After written permission from the Engineer, seven (7) day tests may be used, provided the relationship between 7 and 28 day tests has been established by tests of the materials and proportions of the concrete mix or mixes.

To conform to the strength requirements of these Specifications, the average strength of laboratory cured test specimens representing each class of concrete as well as the average strength of any five (5) consecutive strength tests representing each class of concrete shall be equal to or greater than the specified strength. Not more than one strength test in ten shall have an average value less than ninety (90%) percent of the specified strength.

3. DEFECTIVE CONCRETE

If the concrete does not meet the strength requirements of the contract, the portions of the structure affected by the defective concrete shall be removed and replaced with concrete, which meets the contract requirements. Before removing the defective work, however, the Contractor may at his expense, and after obtaining approval from the Engineer, have cores taken from the concrete at the approved locations and tested by a recognized, competent testing laboratory. If the cores prove to be satisfactory to the Engineer, the concrete will be accepted.

The Contractor may leave the portions of defective concrete in place, subject to approval of the Owner, at his expense with no reimbursement for the affected areas.

After forms have been removed, if the surface of the concrete is bulged, uneven, or shows honeycombing which, in the opinion of the Engineer, cannot be satisfactorily repaired, or is otherwise defective, it shall be removed and replaced at the Contractor's expense.

4. BASIS FOR PAYMENT

The price bid in the Proposal for each class of concrete, shall include the cost of furnishing all labor, materials and equipment necessary to complete the concrete work as shown on the plans or as called for in the specifications, **including all reinforcement and submittals.**

Progress payments will be made, after the concrete and curing applications have been properly placed, to the extent that payment will be made at 90% of the computed quantity of each concrete placement, with the balance to be paid after completion of all curing and corrective work thereon.

The computed concrete quantity payment shall be based upon in-place dimensions of the placement as measured by the engineer.

**ITEM 9558.50 – MEMBRANE WATERPROOFING SYSTEM FOR
PRESTRESSED CONCRETE**

1. DESCRIPTION

This work shall consist of furnishing and applying a membrane waterproofing system where indicated on Contract Plans. The work shall include preparation of concrete surfaces. The Contractor shall select, furnish and apply one of the membrane waterproofing systems included in this Specification on the structure.

The Contractor has the option of using any one of the membrane waterproofing systems included in this Specification, as desired. However, only a single system may be used. For the system chosen all current manufacturer recommendations and specifications for installation that update or supersede the information contained herein, as determined by the Engineer, shall be strictly followed.

2. MATERIALS

The membrane waterproofing system shall be one of the following:

1. Bituthene Preformed System shall consist of Bituthene Primer, Heavy Duty Bituthene Membrane, and Bituthene Mastic, all as manufactured by W. R. Grace & Company, Cambridge, Massachusetts.
2. Protecto-Wrap Preformed System shall consist of Protecto-Wrap No. 80 Primer, Protecto-Wrap M-400A Membrane, and Protecto-Wrap 160 H Mastic, all as manufactured by Protecto-Wrap Company, Denver, Colorado.
3. Royston Preformed System shall consist of Royston Bridge Membrane No. 10A, Royston Bridge Membrane Primer 713, and Royston Roskote A-51 Black Mastic, all as manufactured by Royston Laboratories, Inc., Pittsburgh Pennsylvania.

3. CONSTRUCTION DETAILS

GENERAL - Work shall not begin on the prestressed concrete until seven (7) days have passed subsequent to grouting between the beams.

Work shall not be done during wet weather conditions nor when atmospheric conditions are such that unsatisfactory results will be produced. The Engineer shall be the sole judge of favorable atmospheric conditions. No work shall be done when the concrete surface temperature is below 50 degrees F, or ambient temperatures are below 50 degrees F. The concrete beams shall be surface dry at the time of application of the membrane waterproofing system.

STRUCTURAL SLAB CLEANING - All surfaces against which the membrane waterproofing system is to be placed shall be cleaned as follows:

1. All loose material, including dirt, gravel, and concrete laitance shall be removed by vacuuming or blowing with compressed air.
2. Any excess laitance (surface film of concrete), road oil, other bituminous-based materials, previous membrane treatments, and other foreign materials, including concrete curing compounds, shall be removed by sandblasting or wire brushing and washing with water or a combination of these methods. To confirm the adequacy of the cleaning, small test patches of primer and membrane shall be applied to any area(s) in question. These test patches shall then be evaluated by the Engineer. Additional cleaning will be required if poor adhesion is found.
3. Immediately before application of the membrane system, surfaces to be coated shall be recleaned of dust and other loose material by vacuuming or blowing with compressed air.

4. APPLICATION OF PREFORMED SHEET MEMBRANE SYSTEMS

After cleaning, all surfaces to be waterproofed shall be primed with the primer required for the selected preformed system. The primer shall be thoroughly mixed before application. Mixing shall be done with mechanical mixers or by hand mixing using clean paddles or other suitable instruments. Hand mixing shall be required for the Royston Primer. The primer shall be applied, without dilution, using brushes, squeegees, rollers, or a combination of these methods. Spray application of the primer shall not be allowed. The primer shall be applied at the rate given in the following table so as to thoroughly and uniformly cover the surface. Areas of concrete which are porous and appear dry, shall be given a second coat of primer.

<u>Membrane System Primer</u>	<u>Application Rate</u>
Bituthene System	200-400 sq.ft./gal.
Protecto-Wrap System	80-150 sq.ft./gal.
Royston System	Approx. 90 sq.ft./gal.

On vertical curbs, the primer shall be applied and finished off, in a neat line, to a height that will be one inch higher than the height of the completed asphalt overlay. The primer shall be allowed to dry to a "tack free" condition before application of the preformed membrane. Excess primer, occurring as puddles or wet areas, shall be removed by brushes or other acceptable means. The appearance of bubbles in the primer is normal, due to out gassing of air and moisture in the concrete. After the primer has dried to a "tack free" condition, these bubbles shall be broken with squeegees or brooms.

Primed surface which the Engineer determines have become contaminated by dust or dirt shall be reprimed. Primed areas which have not been covered with preformed membrane within 24 hours of

primer application shall be re-primed. All such re-priming work shall be done at no additional cost to the Owner.

5. PREFORMED SHEET MEMBRANE INSTALLATION

GENERAL

The preformed membrane sheets and "flashing strips" shall be placed longitudinally on the beams so that both the longitudinal and transverse overlaps are formed in the direction of water drainage. "Flashing strips" shall be defined to mean sections of membrane which are used to waterproof vertical surfaces and seal the intersection of the vertical surface with the beams. At those locations where no cross slope exists on the beams, the transverse water drainage shall be assumed to be from the center of the roadway toward the curbs.

Rolls of preformed sheet membrane may be applied by hand or mechanical means. The sheet shall be placed on the beams, sticky side down. Preformed sheet membrane flashing strips shall be placed and turned up the vertical faces of curbs to a height equal to the thickness of bituminous overlay. Rolls of sheet membrane shall be placed in such a manner as to minimize wrinkles and bubbles. Stiff bristled brooms shall be used at the time of application to smooth the sheet at its point of contact with the beams. Adjacent rolls of sheet shall overlap a minimum of 8 inches on transverse laps and 2 inches on longitudinal laps.

The application of the sheet membrane shall proceed as follows:

- a. Before the rolls of sheet membrane are applied, flashing strips shall be applied to the vertical faces where the direction of water drainage is toward the vertical face. The "flashing strips" shall be placed so that their overlaps are formed in the direction of water drainage. The flashing strips shall extend up the vertical face to the depth of the bituminous overlay and a minimum of 6 inches onto the beams. Where required, the vertical face shall be coated with mastic to ensure adhesion of the flashing strip.
- b. Rolls of preformed sheet membrane shall then be aligned parallel to and applied on the beams. The preformed sheet shall be placed within one inch of abutting vertical faces. If necessary, mastic shall be used to ensure adhesion and to prevent seepage under the membrane.
- c. The vertical termination of the flashing strips shall be sealed with a bead of mastic. The completed membrane shall be free of large wrinkles, "fishmouths", air bubbles, and other placement defects. These shall be corrected in a manner satisfactory to the Engineer. Where patches are used, the area shall be coated with mastic sealer over the defective area. The patches shall extend at least 6 inches in every direction beyond the edge of the defect. Bubbles of one inch diameter and greater shall be vented by piercing with an ice pick, or other suitable instrument, and expelling the air. Vented bubbles need not be repaired.

To insure adhesion to the concrete beams, the preformed membrane shall be rolled with the required roller. Laps which have not been thoroughly sealed by rolling operations shall be sealed with mastic.

When only a portion of the membrane application is completed in one day, the exposed edge of the membrane shall be sealed with mastic. The termination edge of the membrane at slab ends and expansion joints constructed without headers shall be sealed with mastic sealer.

BITUTHENE SYSTEM

Rolls of preformed membrane shall be placed on the beams, sticky side down, by removing the release paper, as the work progresses. The membrane shall not be stretched or otherwise placed in tension during the installation.

Rolling shall be done with a 100-200 pound hand roller.

PROTECTO-WRAP SYSTEM

Rolls of preformed membrane shall be placed on the beams, sticky side down. To minimize wrinkles and bubbles, the rolls of membrane shall be stretched into place. The membrane is interwound with polyethylene release film on the top surface. Except for the perforated edged strip, the film shall be left in place until the day the bituminous overlay is placed. The perforated edge strip of the polyethylene film shall be removed at the time of placement of an overlapping roll of membrane. Spliced rolls of membrane have release film on the bottom (sticky) side, so care shall be taken to ensure removal of the release film from spliced areas at the time of membrane application.

All vertical surfaces shall be coated with mastic, to the depth of the asphalt overlay, before placement of the flashing strips.

Rolling shall be done with a pneumatic tire roller.

ROYSTON SYSTEM

Rolls of membrane shall be placed on the beams, sticky side down, by removing the release paper as the work progresses. Except for the edge strip, the polyester film on the surface of the membrane need not be removed.

The narrow band of release paper which acts as an edge strip shall be removed at the time of placement of an overlapping roll of membrane. End laps shall be sealed by heating the membrane surface to be covered with a propane torch, melting the polyester film and fusing the melted surface to the underside of the covering roll.

Flashing strips shall be bonded to vertical surfaces by the heat-fusion method: i.e. by heating the sticky side of the membrane and pressing the heated surface into contact with the vertical face. The heat-fusion method shall be used to bond the membrane to the inside of subdrainage outlets.

Mastic shall not be used to bond the flashing strips to the membrane sheets.

Rolling shall be done with a 100-200 pound hand roller. Wrinkles in the membrane may be repaired by slitting the membrane and heat fusing the overlapping pieces. Mastic shall be used to seal the edges of the repair areas.

6. BASIS FOR PAYMENT

Membrane waterproofing system shall be measured by the number of square feet of surface area covered with the complete membrane waterproofing system. No separate measurement of the vertical faces of curbs, joints, concrete barriers, headers, scuppers, or surfaces of subdrainage outlets shall be made. No deductions will be made for holes less than one square foot in area. The price bid per square foot shall constitute full compensation for the furnishing of all labor, tools, materials, equipment, services, and incidentals necessary to complete this item in accordance with the Contract Drawings and Specification.

ITEM 9619.23 – RAILROAD PROTECTIVE LABOR

1. DESCRIPTION

This work consists of reimbursing the railroad company involved in the project for the services of all railroad flagmen, switch tenders, locomotive engineers, pilots, conductors, watchmen, and similar protective labor required by the railroad company to protect the operation and safety of the railroad company's equipment during the Contractor's operations.

The unit price for this item shall cover the service of each flagman, switch tender, locomotive engineer, pilot, conductor, watchman, or similar protective labor required by the railroad company.

No payment will be made under this item for protection required by the Contractor's electing to use railroad company equipment or tracks in the performance of his Contract. Costs for protective measures required by the railroad company under those conditions shall be paid by the Contractor to the railroad company directly and all of these costs must be included in the Contractor's bid for other items in the Contract as part of the construction costs. No separate payment will be made for this protection.

2. STANDARDS AND MATERIALS

See Appendix A of the Specifications and Contract Documents

3. METHOD OF MEASUREMENT

The quantity paid to be paid for under this item will be the number of flag days furnished by railroad company personnel for protective labor required by the railroad company for work performed by the Contractor in accordance with the Contract Plans and specifications or as directed by the Engineer. No payment will be made under this item for protection required by the Contractor's electing to use railroad company equipment or tracks in the performance of his Contract.

4. BASIS FOR PAYMENT

The unit price bid for each flag day furnished by railroad company personnel for protective labor required by the railroad company for work performed by the Contractor in accordance with the Contract Plans and specifications or as directed by the Engineer shall include the cost of all railroad company labor, overhead, profit, and corresponding direct non-salary expenses necessary to complete the work.

Payment to the Contractor will be made only after the railroad company acknowledges receipt of payment of costs from the Contractor. The Contractor shall secure payment receipts from the railroad company and submit these receipts to the Engineer with his estimate for approval.

ITEM 9619.24 – TEMPORARY PROTECTION OF RAILROAD FACILITIES

1. DESCRIPTION

This work consists of furnishing temporary protective measures as shown on the plans and/or as directed by the Engineer for the duration of the Contract and/or reimbursing the railroad company for the service or requirements of the railroad company not included under other items of the Contract. This may include construction of temporary fences, temporary concrete barriers, direct payments to the railroad company for engineering services or inspection services provided by the railroad company, or other miscellaneous items. The temporary protection provision contained herein shall also include the removal and disposal of temporary protective measures required by the railroad company.

The temporary protective measures contained herein shall be coordinated with permanent features specified in the Contract to the extent practical to assure economical, effective, and continuous protection of railroad property throughout the construction period.

Work under this item will not be used and paid for in situations where permanent Contract items can be practically installed in their final position and can provide the necessary temporary protective measures as required by the railroad company to protect the operation and safety of its equipment during the Contractor's operations.

No payment will be made under this item for protection required by the Contractor's electing to use railroad company equipment or tracks in the performance of his Contract. Costs for protective measures required by the railroad company under those conditions shall be paid by the Contractor to the railroad company directly and all of these costs must be included in the Contractor's bid for other items in the Contract as part of the construction costs. No separate payment will be made for this protection.

2. STANDARDS AND MATERIALS

Materials required for this work will be determined and specified by the Engineer and/or railroad company and approved by the Engineer as the work progresses. See Appendix A of the Specifications and Contract Documents.

3. CONSTRUCTION DETAILS

Construction details required for this work will be as shown on the Contract Plans or in the specifications and/or as determined and specified by the railroad company and approved by the Engineer as the work progresses.

4. METHOD OF MEASUREMENT

Where the work to be performed is not attributable to the Contractor's negligence, carelessness, or failure to install permanent protective measures, and where the work to be performed falls within the specifications for a work item that has a Contract price, the units of work shall be computed at the proper Contract price for lump sum payment as hereinafter stated. Should the work not be comparable to the work of the project under applicable Contract items, the Contractor shall be directed to perform the work on a force account basis or by agreed unit prices as approved by the Engineer.

The lump sum price shown in the itemized proposal for this work will be considered the price bid even though payment will be made only for actual work performed. This lump sum figure is not altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figure will be disregarded and the original price will be used to determine the total amount bid for the contract.

The amount to be bid for under this item will be computed by any one or any combination of the following methods:

Temporary Work – Where Contract bid items cover the temporary work ordered, the amount paid will be the product of the item quantities and unit bid prices for the items.

Agreed Unit Prices – Where Contract bid items are not available to cover the temporary work ordered, the amount paid will be the product of the item quantities and the agreed unit priced for the items.

Force Account – By force account records where bid prices do not exist and agreed unit prices are not available for temporary work items.

5. BASIS FOR PAYMENT

The lump sum price for this work includes the cost of furnishing all materials, labor, and equipment to satisfactorily complete the temporary protection of railroad company facilities as shown on the plans, as directed by the Engineer, or as ordered by the railroad company and/or furnished by railroad company personnel for the temporary protection of railroad facilities for work performed by the Contractor within the limits of work. Monthly payments will be made for this work for the amount of temporary work actually completed during the estimate period and as approved by the Engineer.

Payment under this item will also be made for engineering services or inspection services performed by railroad company personnel for the temporary protection of railroad facilities for work performed by the Contractor in accordance with the Contract Plans and specifications.

Payment to the Contractor will be made only after the railroad company acknowledges receipt of payment of costs from the Contractor for work performed by railroad company personnel. The Contractor shall secure payment receipts from the railroad company and submit these receipts to the Engineer with his estimate for approval.

Temporary protection of railroad facilities that are made necessary by the Contractor's negligence, carelessness, failure to install permanent items as a part of the work as scheduled and directed by the Engineer, or are made necessary by the Contractor's failure to perform the sequence and scheduling of the work as part of his schedule as given in the pre-construction conference or as later amended and approved, shall be directed by the Engineer to be accomplished and performed by the Contractor at his own expense.