

BUFFALO SOUTHERN RAILROAD (Rail Operator)
NEW YORK STATE DEPARTMENT OF TRANSPORTATION (Funding Agent)
ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY (Project
Administrator)



BID DOCUMENTS FOR:

BUFFALO SOUTHERN RAILROAD
TRACK IMPROVEMENT PROJECT
MP 2.74 TO MP 33.0
Erie County, New York

NYS DOT P.I.N. 5936.74.301

Prepared By:

CHA COMPANIES
2200 MAIN PLACE TOWER
BUFFALO, NY 14202

AUGUST 2017

Table of Contents

- Request for Bids
- Instructions to Bidders
- Proposal
- Contract Agreement
- Approval of Sub Contractor Form
- MBE/WBE/EEO Requirements
- General Conditions
- Special Notes
- Special Provisions
- Technical Specifications

Appendices

Appendix A – NYS Prevailing Wage Rate Schedule

Appendix B – Buffalo Southern Railroad Right-Of-Way Work Permit Agreement

Appendix C – Buffalo Southern Railroad On Track Safety

Appendix D – Buffalo Southern Railroad Procedures for Installation, Adjustment, Maintenance and Inspection of CWR

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

REQUEST FOR BIDS

REQUEST FOR BIDS

The Erie County Industrial Development Agency (ECIDA) invites sealed bids for the Buffalo Southern Railroad Line 1246 Track Improvement Project from MP 2.74 through MP 33.0 as noted in the Contract Documents, in accordance with the Contract Plans and Specifications attached hereto.

Sealed bids shall be received at the ECIDA, 95 Perry St. Suite 403, Buffalo, New York 14203. **Bids will be opened on August 31, 2017 at 1:30 PM** at ECIDA and read aloud. Bidders may attend the bid opening. Faxed, emailed or electronically submitted bids will not be accepted.

There will be a pre-bid meeting on August 17, 2017 at 2:00pm. Interested parties should meet at BSOR, 8600 Depot Street, Eden, NY 14057.

The Contract is to provide all the necessary services, material, equipment, labor and superintendents necessary to perform the construction work in accordance with the standards of the New York State Department of Transportation, the Federal Railroad Administration, the Buffalo Southern Railroad, the American Railway Engineering & Maintenance of Way Association, the Erie County IDA and the contract documents.

Summary of Work Items Included in the Contract

- a) Replace 7,900 6"x8"x8'-6" cross ties.
- b) Replace 550 7"x9"x8'-6" cross ties.
- c) Furnish and place 9,000 tons of ballast surfacing course
- d) Raise, align and surface 160,000 TF of track.

The prospective Contractors attention is called to the fact that the New York State Department of Transportation, Office of Engineering, STANDARD SPECIFICATIONS, CONSTRUCTION AND MATERIALS, current version, as amended, shall be considered an integral part of the Bidding Documents and Specifications. These specifications and their addenda are available at the following website: <http://www.dot.state.ny.us/>.

The Contractor must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Contractors will need to adhere to the current New York State Procurement policy for IDA's including:

- *Offer/Bidder's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)*
- *Offer's/Bidder's Certification of Compliance with State Finance Law §139-k(5) Offer's Disclosure of Prior Non-Responsibility Determinations*

ECIDA as a government entity is not subject to State and Local sales tax in accordance with Section 1115 of the Tax Laws in connection with capital improvement contracts for all tangible personal property that is an integral component of the rail corridor. Material purchases as a result of this contract will not be subject to New York State Sales Tax. The ECIDA will provide

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

to the successful bidder a copy of ECIDA's tax exempt form to be used for the tax exempt purchase of materials for this project.

Prevailing wage rates will be required in this contract.

No bid shall be considered unless it is accompanied by a Bid Bond, safeguarding the County of Erie and the Erie County IDA, executed by an acceptable surety, in amount equal to ten percent (10%) of the total of bid.

The successful bidder will be required to furnish separate Performance Bond, Labor and Materials Payment Bond to the Owner in the full amount of the award for each bond, to be executed by a duly incorporated surety company, for the faithful performance of the Contract. The Contractor shall also furnish Railroad Protective Public Liability Insurance as well as other insurances required by the contract documents.

Erie County reserves the right to reject any or all bids or to waive any informality in the bidding.

Bids may be held by the ECIDA for a period not to exceed forty-five (45) calendar days from the date of the opening of bids for the purpose of reviewing the bids, and investigating the qualifications of bidders (prospective Contractors), prior to awarding of the Contract. No bids will be withdrawn during this period without the consent of ECIDA.

ECIDA hereby notifies all bidders that it will affirmatively insure that with regard to any Contract entered into pursuant to this Request for Bids, Minority and Women-owned Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, religion, color, sex, or national origin in consideration of an award. The County of Erie has established the following Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals for this contract. The goals are expressed as a percentage of the total bid price. It is the Contractor's responsibility to secure participation in the work of the contract by M/WBE in satisfaction of the goals, or to document satisfactory good-faith efforts taken to fulfill the goals. Participation is measured as the amount actually paid to M/WBEs, not the contract bid price for the work.

Minority Business Enterprise Participation Goal	<u>12 %</u>
Women's Business Enterprise Participation Goal	<u>18 %</u>

Distribution of Bid Documents will commence on **August 8, 2017** at ECIDA, 95 Perry St. Suite 403, Buffalo, New York. Bid documents will be available for download at www.ecidany.com. A set of Bid Documents will be available the ECIDA Offices for review during business hours. **No paper copies of the Bid Documents will be reproduced or distributed by the ECIDA.**

Questions pertaining to this project shall be directed to:

Phil Riggs priggs@ecidany.com

ECIDA

95 Perry St. Suite 403

Buffalo, New York 14203

716-362-8375

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

INSTRUCTIONS TO BIDDERS

INSTRUCTION TO BIDDERS

1 FORWARD

The Bidding Documents and Specifications include the following sections:

- Request for Bids
- Instructions to Bidders
- Proposal
- Addenda Acknowledgment
- Bidder Certification E.E.O. Requirements
- Non-Collusion Affidavit
- Proposal Security (Bid Bond)
- Joint Venture Statement
- Plant and Equipment Schedule
- Bidder's Qualifications
- Contract Agreement
- Performance Bond; Labor and Material Payment Bond;
- Maintenance Bond
- MBE/WBE Requirements
- General Condition
- Special Notes
- Special Provisions
- Technical Specifications
- Drawings
- Standard Clauses for All New York State Contracts
- NYS Wage Rates
- Appendices

All Bidders shall fully and carefully read the entire Bidding Documents before submitting Proposals, and shall comply with all the instructions and requirements as specified.

The Bidding Documents and Specifications are complementary and whatever is called for by any one shall be as binding as if called for by all.

Persons desiring to bid shall use this Proposal. THE STANDARD SPECIFICATIONS ADOPTED BY THE New York STATE DEPARTMENT OF TRANSPORTATION INCLUDING ALL CURRENT ADDENDA ARE TO BE CONSIDERED AS AND SHALL FORM A PART OF THE AGREEMENT. However, the attention of the Bidder is directed by the fact that the Owner, acting through its duly authorized officers, is the contracting party herein, and the Specifications above referred to shall be read accordingly. The time for which Proposals will be received will be found in the Request For Bids calling for Proposals. Any Proposal received after the hour specified shall not be accepted.

Whenever the following words and expressions are used in the NYSDOT Standard Specifications, it is understood that they shall have the meanings defined below:

State – New York State

Department or the Department of Transportation – New York State Department of Transportation

Chief Regional Engineer, DEPUTY Chief Engineer, Regional Director Engineer or Engineer-In-Charge, Engineer. The Engineer(s) representing Erie County IDA carrying out the technical inspection in connection with the execution of the Contract. For this contract: PHILL RIGGS (ECIDA), 95 Perry

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

Street Suite 403, Buffalo, New York, 14203, 716-362-8375, priggs@ecidany.com and Mark D. Jarmuz, CHA Companies, 2200 Main Place Tower, Buffalo, NY 14202, 817-847-6310, mjarmuz@chacompanies.com.

Chief Engineer - ECIDA Engineering representative.

Wherever in the Contract the following terms, and/or pronouns in place of them, are used, their intent and meaning shall be interpreted as follows:

Owner -Erie County IDA

Railroad – Buffalo Southern Railroad.

Performance and Payment Bonds .The security furnished by the Contractor and his Surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.

2 DEFINITIONS

The definitions and terms of Section 101 of the NYSDOT Standard Specifications shall apply except as modified herein and it is understood that they shall have the meanings defined below:

D.C.E.C.; D.C.E.; D.C.E.D.; D.C.E.T.S.; Chief Engineer; Departmental Soils Engineer; Departmental Engineering Geologist; Material Bureau Regional Director; Soils Mechanics Bureau -, The Engineer and/or Construction Manager representing the Owner for carrying out the technical inspection and monitoring of the work required in the Contract Documents: Commissioner; Comptroller; Department; Executive Deputy commissioner .The Owner as herein before defined.

NYSDOT .New York State Department of Transportation.

Proposal Bond .The security furnished by the Bidder as a guaranty of good faith that the Bidder will enter into a Contract with the Owner and will execute the required bonds covering the work contemplated, if the same is awarded to the Bidder.

Specifications .The general term comprising all requirements contained in these Bidding Documents, including Instructions To Bidders, Proposals, Technical Specifications, Special Provisions and other Supplemental Specifications issued pertaining to the method or manner of performing the work and/or the qualities and quantities of materials to be furnished for the project.

The provisions of the STANDARD SPECIFICATION, CONSTRUCTION AND MATERIALS NEW YORK STATE DEPARTMENT OF TRANSPORTATION OFFICE OF ENGINEERING, recent edition, as amended, including supplements shall apply except as modified herein.

Working Day .A working day shall be any day, other than a legal holiday, Saturday or Sunday, on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the Contract, unless work is suspended for causes beyond the Contractors control. Saturdays, Sundays, and holidays on which the Contractor's forces engage in authorized work, requiring the presence of an Inspector, will be considered as working days.

ANSI .American National Standards Institute, Inc. (formerly USASI)

All other terms, not defined herein before but never the less used in these documents shall conform to the definition of terms prescribed in Section 101 of the General Provisions.

3. STATE LABOR LAW

The Bidder must comply with all the provisions of the Labor Law of the State of New York in the performance of this Contract.

4. PREVAILING RATES OF WAGES

The prevailing rates of wages to be paid to laborers, workmen and mechanics have been determined and fixed by the New York State Department of Labor, of the State of New York and are referred to in the proposed contract form and are set forth herein under "Prevailing Wage Rates." The Contractor will be required to pay laborers, workmen and mechanics not less than the highest applicable rate established by the Department of Labor, of the State of New York. Bidders are advised that the attached schedule of Prevailing Wage Rates is effective through June 2018. The Bidder is responsible for ascertaining current rates for applicable trades.

5. FORM OF AND DELIVERY OF PROPOSAL

Each proposal shall be submitted in the form provided by Owner and shall be enclosed together with the required proposal security, in a sealed envelope addressed to the attention of the **Erie County Industrial Development Agency, 95 Perry Street Suite 403, Buffalo, NY 14203** with the name and address of the Bidder, the date set for the opening of bids, and the description of the Project and the Project Number.

Proposal For **BUFFALO SOUTHERN RAILROAD TRACK IMPROVEMENT PROJECT**

Bidders Name

Business Address

Date and Time of Bid Opening

The sealed envelope shall be enclosed in an outer sealed envelope and delivered to the address specified in the Request for Bids.

When sent by mail, preferably Certified Mail, the sealed Proposal, marked as indicated above, shall be enclosed in an additional envelope. No Proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after bid opening time shall be returned to the Bidder unopened.

The Bidder is provided with an extra set of blank Proposal forms. **THESE ARE THE PROPOSAL FORMS THAT MUST BE SUBMITTED IN ACCORDANCE WITH THE ABOVE PARAGRAPH. THE PROPOSAL FORMS BOUND INTO THE CONTRACT DOCUMENTS BOOK ARE TO BE LEFT BOUND.**

6. PREPARATION OF PROPOSAL

The Bidder shall state, in ink, in the space allotted for the same on the Proposal form a certain sum, in words and in figures, for which he proposes to furnish all material, labor and plant necessary for the construction and completion of the work set forth in the Plans and Specifications. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

Bids will be received on a unit and/or lump-sum price basis for the full and satisfactory completion and acceptance of the work herein specified, shown upon the Contract Plans, and contemplated by the Bidding Documents and Specifications of which these instructions form a part.

The Bidder shall extend the estimated quantities at the unit price submitted and the sum of these products for accomplishing work will determine the lowest bid, and the gross sum shall be specified on the Proposal sheet in words and in figures by the Bidder.

All forms and related information to be submitted by the Contractor relating to affirmative minority business enterprise action requirements have been outlined in the section entitled "PROPOSAL."

The blank spaces in the Proposal Forms, excepting as otherwise noted, must be filled in by the Bidder, and no change shall be made by the Bidder in the phraseology of the Proposal or in the items mentioned therein.

The Contract sum must be plainly stated in figures and words. In case of conflict, words will take precedence over figures. Proposals that contain any omission, erasure, alterations or additions, or that contain irregularities of any kind, may be rejected as informal.

Erasures or other changes in the Proposal must be explained or noted over the signature of the Bidder.

Permission will not be given to modify or explain any Proposal after it has been deposited with the Owner.

7. SIGNATURE ON PROPOSALS

If the Proposal is made by an individual, it shall be in ink and signed by the individual, giving the individuals full name and address; if the Proposal is made by a firm or partnership, its name and the principal office address of such firm or partnership shall be stated, and the Proposal shall be signed by one or more of the partners, and the names of all the partners shall be listed; and if the Proposal is made by a corporation, it shall be signed with the name of the corporation and attested to by the corporate seal thereof, and the principal office address of the corporation and the State of incorporation shall also be entered thereon.

If a group of Bidders wish to submit a single Proposal as part of a Joint Venture, they will be required to complete and execute the Joint Venture Statement bound with their documents.

8. COMPETENCY OF BIDDERS

Each Bidder shall furnish the Owner with satisfactory evidence of competency to perform the work contemplated upon request from the Owner. The Owner reserves the right to reject a Proposal if the Bidder does not submit an adequate statement of his qualifications within 5 days of request from Railroad.

Bidders shall furnish a statement covering experience on similar work, a list of machinery, plant and other equipment available for the proposed work, and a statement on financial resources, dated within thirty (30) calendar days prior to the date of the opening of the bids. The Owner reserves the right to make an investigation of information submitted, and to reject the bid submitted by any Bidder if deemed in the best interest of the Owner.

The financial statement, shall be dated within thirty (30) calendar days prior to the date of opening of the bids, shall show the financial condition of the Bidder as of December 31 of the year preceding the date for the call for bids, or as of the end of the fiscal operating year, qualified by sufficient supplementary information to show approximately the condition at the time of submitting the statement. If no important change has occurred, the Bidder shall certify on the statement that the Bidder's financial condition has remained substantially unchanged since the date of the annual statement.

With each financial statement filed with the Owner, as herein before outlined, the Bidder shall also submit a statement relating to experience in performing construction work similar to that for which the Bidder is offering a Proposal, and also file with the Owner a statement relating to the amount and condition of equipment as often as may be required by Owner. Both the experience and equipment statements herein referred to shall be submitted in a manner acceptable to the Owner.

9. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his/her bid or bids:

- (a) More than one Proposal for the same work from an individual firm, partnership, or corporation under the same or different names;
- (b) Evidence of collusion among Bidders. Participants in such collusion may not receive recognition as Bidders for any future work;
- (c) Unbalanced Proposals in which the prices for some items are out of proportion to the prices for other items;
- (d) Failure to submit a unit price for each item of work for which a bid price is required by the Proposal;
- (e) Failure to submit the financial statement, experience, or plant and equipment statements.
- (f) Lack of competency as revealed by the financial statement, experience, or plant and equipment statements submitted;
- (g) Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress;
- (h) Uncompleted work which, in the judgment of Owner, might hinder or prevent the prompt completion of additional work if awarded;
- (i) If the Proposal is not accompanied by the Proposal security specified by Owner.

(j) If the Proposal is on a form other than that furnished, or if the furnished form is altered, or if any part of the Proposal form is detached;

(k) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the Proposal incomplete, indefinite, or otherwise ambiguous.

(l) If the bidder or his representative has not attended the Pre-Bid meeting.

10 REJECTION OF PROPOSALS

The Owner reserves the right to waive any informalities or to reject any or all bids.

11. INFORMAL PROPOSALS

Any Proposal, which fails, to name a price, written in both words and figures, may be held to be informal and may be rejected. The wording of the Proposal shall not be changed nor shall any addition be made thereto. Any alteration, omission or addition, or any unauthorized conditions, limitations or provisions attached to a Proposal may render it informal, and may be sufficient cause for its rejection. No Proposal received after the time named or at any place other than that stated in the formal advertisement will be considered.

The Owner may also consider a Proposal to be informal and may be rejected:

- a. If the Proposal form furnished by the owner is not used or is altered;
- b. If there are unauthorized additions, omissions, limitations, provisos, alterations, conditions, alternate bids not called for or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning;
- c. If the prices contained in the bid schedule are obviously unbalanced either in excess or below the reasonable cost analysis values;
- d. If the Proposal fails to contain a unit or lump sum price for every pay item indicated; and
- e. If any documents necessary for bidding purposes are not completed, are improperly executed, or are missing (including Proposal Guaranty and Non-Collusion Affidavit).

12. INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES

An estimate of quantities of work to be done and materials to be furnished under these Bidding Documents and Specifications is given in the Proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of Proposals and the award of the Contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates or quantities. or of the character, location, of other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Contract Plans and Specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled "ALTERATION AND OMISSIONS" of Section 104-02 of NYSDOT Standard Specifications without in any way invalidating the unit bid prices.

13. ACCURACY OF CONTRACT PLANS AND SPECIFICATIONS (CONTRACT DOCUMENTS)

The Contract Plans and Specifications (Contract Documents) for the project have been prepared with care and are intended to show as clearly as is practicable the work anticipated to be done. The Contractor must realize, however, that construction details cannot always be accurately anticipated and that in executing the work, undetermined conditions may require a variation. Work under all items in the Contract must be carried out to meet the field conditions to the satisfaction of the Owner, the Engineer and/or Construction Manager in accordance with their instructions and the Contract Specifications.

The Bidder is expected to carefully examine the site(s) of the proposed work, the Proposal, Contract Plans, Specifications, and Contract Forms and shall become acquainted with the work to be performed (including quantity and quality), materials to be furnished, and as to the requirements of the proposed Contract. The submission of a Proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract Agreement, Contract Plans and Specifications.

The Contractor must assume all risk of variance in any computation or statement of amounts of quantities necessary to complete the work required by the Contractor by whomsoever made, and fully complete said work in accordance with the Contract Plans and Specifications for the price bid. Any items of work contained either in the Specifications, or on the Contract Plans but omitted from the others respectively will be considered part of the work.

14. REQUESTS FOR INTERPRETATION AND ADDENDA

All questions as to the interpretation of the Contract Plans and Specifications shall be submitted in writing to the Engineer.

The Engineer will answer such questions if received not later than five (5) business days before the time of the opening of the bids by issuing addenda to the Specifications, and such addenda will become part of the Bidding Documents and Specifications. The Engineer will not make or be responsible for any oral instructions.

Addenda will be mailed, not later than two (2) business days prior to the date fixed for the opening of bids, by the Engineer by Certified Mail with Return Receipt Requested to every individual or firm on record as having taken a set of Contract Documents. Failure of the Engineer to send, or of any Bidder to receive, such addenda will not relieve any Bidder from any obligation under his bid as submitted. Issued addenda will be on file at the office of the Owner. All Addenda so issued shall become part of the Contract Documents.

15. SECURITY ACCOMPANYING PROPOSAL (PROPOSAL GUARANTY)

Each proposal shall be accompanied by a certified check of the bidder payable to the Owner in an amount of not less than ten (10) percent of the bid price, and in no case less than fifty dollars (\$50.00), which check shall be duly certified by an incorporated bank or trust company; or, in lieu of such certified check, the proposal must be accompanied by a Proposal Bond running to the owner and executed by the bidder as principal and by a duly incorporated company authorized to guaranty the performance of Contracts and to do business in the State of New York

**15. SECURITY ACCOMPANYING PROPOSAL (PROPOSAL GUARANTY)
(Cont'd.)**

as Surety, in the penal amount of not less than ten (10) percent of the bid price, conditioned that, if the proposal accompanying the bond is accepted, the principal named in such bond will, whenever required, enter into a written Contract for the performance of the work and improvement mentioned in such proposal in accordance with the terms and conditions as provided in the Plans and Specifications, and will furnish the Proposal Bond as herein provided, and that the penal sum of such Proposal Bond in the amount of ten (10) percent thereof shall be and become the minimum amount of damages suffered by the Owner as liquidated damages, if the accepted bidder fails to enter into the Contract and furnish the required bond upon notice as herein prescribed.

In case a certified check is submitted with the proposal, such certified check and the amount thereof shall be such and become the property of the Owner, as liquidated damages, if the accepted bidder fails to enter into the written Contract with the owner and furnish the required bond upon notice as herein elsewhere provided. In the event of the failure on the part of the owner to award the Contract within forty-five (45) calendar days after the opening of the bids, a bidder may, at bidder's expense option, substitute a satisfactory Proposal Bond in lieu of his certified check.

16. WITHDRAWING OF PROPOSAL

A proposal, after having been submitted, may be withdrawn by the bidder, provided that the request for such withdrawal is received by the Contracting Officer in writing and signed by a person qualified for the execution of the proposal not less than one (1) hour prior to the time set for receiving the proposals.

17. AWARD OF CONTRACT

The awarding of the Contract will be to the lowest responsible bidder and is subject to County of Erie and Erie County IDA (Sponsor) approval to award. It is the Sponsor's intent to notify low bidder of award within twelve (12) calendar days of bid opening. Bidder will be required to provide signed contract documents within ten (10) calendar days of notice to award. Notice-To-Proceed will be given after execution of the contract by Erie County IDA. Bidder must honor the bid provided for up to 45 days. The Owner does not bind itself to accepting the lowest or any bid.

18. RETURN OF PROPOSAL GUARANTY

The Proposal Guaranty (certified checks or Proposal Bond) of all but the lowest and next lowest responsible bidders will be returned within ten (10) calendar days of the date of receipt of bids. The Proposal Guaranty of the lowest and next lowest responsible bidders will be returned when the Contract has been executed between the Owner and the Contractor, or if not executed, when other disposition of the matter shall have been made by the Owner except, however, when the award of Contract shall have been annulled in the event the accepted bidder fails to execute and deliver the Contract and other prescribed documents, the Proposal Guaranty of such bidder shall be forfeited if it is in the form of a certified check or it shall become operative if it is in the form of a Proposal Bond.

19. EXECUTION OF CONTRACT

The accepted bidder shall enter into a written Contract for the performance of the work and improvement, and shall furnish the required bonds within ten (10) calendar days after written notice by the Owner has been served on such bidder personally or by registered mail, at the address given in the proposal, that the Contract has been awarded to him.

20. FAILURE TO EXECUTE CONTRACT

Any bidder who fails to enter into the Contract for the performance of the work or to furnish the required Performance Bond and the Labor and Material Payment Bond after ten (10) calendar days' notice being given as above provided, shall forfeit his claim to the work, and the certified check accompanying his proposal shall become the property of the Owner as the agreed and liquidated amount of damages caused by the failure or, if a Proposal Bond was given, the penal sum of such bond, in the amount of ten (10) percent thereof, shall be and become the minimum amount of damages suffered by the Owner as liquidated damages caused by such failure.

21. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The accepted bidder shall furnish both a Performance Bond and a Labor and Material Payment Bond running to the Owner each in the penal amount of 100% of the Contract price to be executed by the bidder as principal and by a duly incorporated company authorized to guarantee the performance of contracts and to do business in the State of New York as Surety, conditioned for the faithful and complete performance of such contract in strict compliance with the Plans and Specifications, and also for the payment of all materials and services rendered in the execution of the Contract, and that any person or corporation furnishing such materials or rendering such services may maintain an action to recover the same against the obligors in the bond, as though such person or corporation was named therein, provided the action is brought within one (1) year after the time the cause of action accrued.

22. MAINTENANCE BOND

The accepted bidder shall furnish a bond running to the Owner in the penal amount of 100% percent of the Contract price as a guaranty that the bidder will replace or repair any defective work or material provided the action is brought within one (1) year after final acceptance of the work by the Owner.

23. PUBLIC OPENING OF PROPOSALS

Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend.

24. ESTIMATES AND PAYMENT

In computing amounts in estimates of work done the appropriate unit or lump sum price bid in the proposal will be used.

In making up the final estimate, the linear measurement made along the axis of the surface of the finished work will be considered the length of the work.

All estimates, including the final, will be made for actual quantities of work performed and materials in place as determined by the measurements of the Contracting Officer, and the resulting quantities involved in this Contract shall be accepted as final, conclusive and binding upon the Contractor.

25. FINAL ADDITIONS OR DEDUCTIONS

Upon the completion of the required work as shown on the Plans and Specifications, should the final estimate of quantities show either an increase or decrease from the approximate estimate of quantities, then such variations will be computed at the unit price bid and a final agreement will be made respectively adding or deducting this amount from the gross sum bid.

26. MONTHLY PROGRESS PAYMENTS

Progress payments on account, based upon the value of the work executed and actually in place to the satisfaction of the Contracting Officer, will be made to the Contractor during the satisfactory progress of the work. The conditions under which such partial payments will be made are fully set forth in the Contract.

Progress payments will be made upon monthly estimates of the Contracting Officer as the work progresses, less ten percent (10%) of such estimate which amount shall be retained until the work is completed and accepted.

27. PROGRESS AUDITS AND REPORTS

- a. Regular. The Contractor shall furnish a schedule of expected progress of the work under the Contract, showing approximately the dates on which each part of division of the work is expected to be begun and finished. The Contractor shall also forward to the Contracting Officer, as soon as practicable after the first day of each month, but no later than the tenth (10th) day, an updated progress schedule reflecting the previous month's activities and any revisions proposed by the Contractor.
- b. Special. At any time during construction, the Contracting Officer may request the Contractor to furnish, and the Contractor will furnish a special progress report not herein above provided for.

28. SUBCONTRACTORS

No part of the Contract shall be subcontract and no work shall be performed under any subcontract without the prior approval of the proposed subcontractor by the County of Erie and the Erie County IDA authorized representative(s).

Subcontractors shall conform with all the provisions set forth in the Contract to which their work applies and which relate thereto. The term "subcontractor" is defined to mean any person, firm or corporation, other than the employees of the Contractor, who contracts to furnish labor and materials to the Contractor in connection with the Project.

29. TIME FOR COMPLETION

A Notice To Proceed Date will be issued in accordance with the Track Contract Agreement. Ordering of material and required lead time for delivery shall be carefully planned to insure completion of the project work. Do not order materials or commence work prior to the Notice To Proceed Date specified and transmitted in writing to the Contractor by the Contracting Officer.

Time for completion of the work will be in accordance with Contract Agreement Article 5 Time of Completion.

The Contract shall be completed, by Schedules, within the time stipulated in the Contract, from the date specified by the Contracting Officer for commencing, unless such period of time shall be extended by the Contracting Officer. The work shall be deemed completed when it has been finally accepted by the Contracting Officer or, at the sole option of the Contracting Officer on such earlier date, as the Contracting Officer determines the work is sufficiently complete to permit beneficial use of the facility by the Owner. In the event that the Contracting Officer elects to accept the partially completed work as sufficient to provide beneficial use of the facility, Contractor will be advised in writing. Such use and partial acceptance by the Owner will not serve to relieve the Contractor from any responsibilities under the terms of the Contract.

The Contractor is advised that the sole purpose of such early partial acceptance is to permit the beneficial use and occupancy of the Project by the Owner but it shall not be construed as relieving the Contractor of any obligation under the requirements of the paragraph entitled "Liquidated Damages for Failure to Complete Work" of these Instructions To Bidders.

30. FINAL PAYMENT

When all work required under the Contract has been completed and, in the opinion of the Contracting Officer, is ready for final acceptance by the Owner, a final certificate of cost of the Project will be made by the Contracting Officer, based on the actual as-built quantities of authorized work done under each item scheduled in the various schedules in the Proposal and under Supplemental Agreements, if any, at the lump sum and unit price or prices stipulated therein.

When this final certificate is approved, the money due the Contractor for the performance of the project work as determined by said final certificate, after deduction of previous payments on account and any amounts of liquidated damages, if any, assessed against the Contractor will be paid to the Contractor provided, however, that before such final payment is made, the following requirements shall be satisfied:

- a. There shall be no outstanding claims against the Contractor filed by the Owner.
- b. The Contractor shall have paid all due obligations and shall have furnished, when directed by the Contracting Officer, receipted bills or other satisfactory evidence that all obligations incurred by the Contractor and/or Subcontractors in carrying out the Project work have been satisfied.
- c. The Contractor shall have delivered a fully executed Maintenance Bond, a copy of which is included with these documents.

- d. The Contractor shall execute and deliver a release substantially in the form set forth as follows:

"In consideration of the above payment, (I) (WE) hereby release the Owner and its officers, agents and employees from all claims, demands and liability of whatsoever nature for anything done or furnished or in any manner growing out of the performance of the project work".

- e. All documentation of MBE/WBE goals and utilizations.

The acceptance by the Contractor payment of the final certificate shall operate as and shall release the Owner and its agents from all claims of or liability to the Contractor for anything done or furnished or omitted to be done or furnished for or relating to the Project work, or any act or neglect of the Owner or any person, relating thereto.

31. CONTRACT COMPLETION TIME

Times for completion of the work must be complete in accordance with Contract Agreement Article 5 Time of Completion.

32. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK

In case the Contractor shall fail to fully complete the whole of the work under the Contract to the satisfaction of the Contracting Officer within the time of times as provided above and stipulated in the Contract, the Contractor shall pay to the Owner the amount stipulated in Subsection 108-03 of the Standard Specifications, Current Edition by the New York State Department of Transportation, for each and every successive calendar day, excluding Sundays and Holidays.

After the above specified time until the work in the Contract is completed and accepted, as liquidated damages and not as a penalty, unless the time of completion is extended by written consent of the Contracting Officer.

Which said amounts per calendar day shall apply separately for each default on each stipulated completion date, and which are agreed upon by the parties to be liquidated damages and not penalties. The amount per calendar day represents the additional cost of administration.

33. SALES TAX

ECIDA as a government entity is not subject to State and Local sales tax in accordance with Section 1115 of the Tax Laws in connection with capital improvement contracts for all tangible personal property that is an integral component of the rail corridor. Material purchases as a result of this contract will not be subject to New York State Sales Tax. The ECIDA will provide to the successful bidder a copy of ECIDA's tax exempt form to be used for the tax exempt purchase of materials for this project.

34. UNITED STATES MANUFACTURE

All materials to be used by the Contractor, his material men and suppliers, in performing the work under this Contract, shall be manufactured and fabricated in the United States.

35. SITE RESTRICTIONS AND SAFETY DURING CONSTRUCTION ACTIVITY.

The following restrictions shall apply at all times for construction work:

- a. The crossing over of live operational railroad tracks by Contractor's equipment, without benefit of protection by railroad flagman and protection of the ties and rail, will not be permitted.
- b. Construction on or alongside a live operational railroad track will not be permitted without protection by railroad flagman.
- c. Provisions for Railroad Flagging shall be coordinated with Buffalo Southern Railroad. Contractor is encouraged to arrange with the Railroad to remove live track or adjacent live tracks from service to the fullest extent possible.
- d. Federal Railroad Roadway Worker Rules are in effect for parts of this project site. The Contractor and subcontractor(s) and their employees and agents must abide by and be qualified on Code of Federal Regulations Title 49, Part 214 Railroad Workplace Safety; Subparts A, B, C & D.
- e. Waiver of Liability Forms must be completed for each Contractor and Subcontractor employee for each of the 3 Property Owners along with required Insurances naming the Property Owners as Additional Insured.
- f. Contractor employees must stay within the work limits and shall not wander onto adjacent lands.

36. CONTRACTOR QUALIFICATIONS

Prospective Bidders are hereby advised that in the event they are the low Bidder they may be requested to submit to the Owner the following data:

1. A tabulation of the jobs performed by the Bidder during the last five (5) years that required earthwork, railroad track and bridge work, construction and/or maintenance and including the following data: Contractor status (prime or sub), general scope of and dollar amount of work and the identity of the individual who accepted these projects.
2. A resume of experience for the key personnel who would be in charge of construction on the project and be at the work sites daily during the performance of the work. A minimum of 5 years of continuous railroad track work is required and the identity of the individual who accepted these projects.
3. A listing of equipment, tools and vehicles which will be available and utilized during the performance of the work.

37. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the Bidding Documents and Specifications, which deal with the following:

- a. Minority Business Enterprises (MBE) Participation Requirements.
- b. Women Business Enterprise (WBE) Participation Requirements.

c. Equal Employment Opportunity Requirements

38. LAW 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 and they will be deemed to be included in the Contract the same as though herein written out in full.

39. BASIS OF AWARD

Award of this Contract will be made only to the lowest responsible Bidder as will best promote the public interest. The Owner reserves the right to reject any and all bids, to award to other than the low Bidder, or to waive minor informalities, if the Owner's best interest will be thereby promoted.

40. SECURING COPIES OF REFERENCED NYSDOT DOCUMENTS

Bidders are specifically advised that numerous specifications are NYSDOT Standard Specifications and the drawings make reference to NYSDOT Standard Sheets. Copies of these documents may be obtained at any regional NYSDOT office or at the main office in Albany, NY. They are also available on the NYSDOT website:

<https://www.dot.ny.gov/index> Once at the website look under publications for NYSDOT specifications and standard sheets.

41. ECIDA DESIGNATED REPRESENTATIVES

The designated representatives from the ECIDA are Mr. John Cappellino (email address: jcappell@ecidany.com) and Mr. Phil Riggs (email address: priggs@ecidany.com).

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

PROPOSAL

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

PROPOSAL

**To: Erie County Industrial Development Agency
95 Perry Street Suite 403
Buffalo, New York, 14203**

Gentlemen:

1. The undersigned proposes to furnish all of the materials and perform all of the work required to complete the Construction for the track work and other specified work contained in the project, in accordance with Contract Documents prepared for Erie County Industrial Development Agency (Owner) for the Contract Sum specified below, subject to additions and deductions as provided in the Conditions of the Contract.

2. CONTRACT SUM

The Proposed Contract Gross Sum is:

_____ DOLLARS (\$ _____)

3. BID PRICES

The undersigned submits the following lump sum and unit bid prices which shall govern the cost of the work. Lump sum and unit bid prices shall include all necessary machinery, tools, labor and other means of construction, and to do all work and furnish all materials to perform and complete the said construction work within the prescribed time and as required, in accordance with the requirements of the Owner of the named unit and lump sum prices for the various items.

The following estimate of quantities, unit prices, and lump sum prices bid will be used for the purpose of comparison of bids received. Bidders must bid on all items.

**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
 BUFFALO SOUTHERN RAILROAD
 TRACK IMPROVEMENT PROJECT
 BID SUMMARY FORM
 NYSDOT P.I.N. 5936.74.301**

ITEM NUMBER	APPROX QUANTITY	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
75675.0102	3	Turnout Removal FOR: _____ _____ Per EA				
75675.0103	600	Grade Crossing Surface Removal FOR: _____ _____ Per TF				
75675.1500	9,100	Furnish and Place Ballast (Surface Course) FOR: _____ _____ Per TN				
75675.2150	8	Furnish and Install Thermite Field Weld FOR: _____ _____ Per EA				
75675.2216	100	Remove, Furnish, and Install Jointed Rail (136LB-RE) FOR: _____ _____ Per LF				
75675.3000	7,900	Remove, Furnish and Install Wood Cross Ties (6"X8"X8'-6") FOR: _____ _____ Per EA				

VI

**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
 BUFFALO SOUTHERN RAILROAD
 TRACK IMPROVEMENT PROJECT
 BID SUMMARY FORM
 NYSDOT P.I.N. 5936.74.301**

ITEM NUMBER	APPROX QUANTITY	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
75675.3001	574	Remove, Furnish and Install Wood Cross Ties (7"X9"X8'-6") FOR: _____ _____ Per EA				
75675.3191	5,982	Remove, Furnish and Install Turnout Timber FOR: _____ _____ Per LF				
75675.5000	500	Furnish and Install Tie Plates FOR: _____ _____ Per EA				
75675.5100	5,000	Furnish and Install Rail Anchors FOR: _____ _____ Per EA				
75675.5200	100	Furnish and Install Bolt Sets FOR: _____ _____ Per EA				
75675.5400	50	Furnish and Install Joint Bars FOR: _____ _____ Per EA				
75675.5600	2	Furnish and Install Compromise Rail Joint Assembly FOR: _____ _____ Per EA				

1B

**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
 BUFFALO SOUTHERN RAILROAD
 TRACK IMPROVEMENT PROJECT
 BID SUMMARY FORM
 NYSDOT P.I.N. 5936.74.301**

ITEM NUMBER	APPROX QUANTITY	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
75675.5810	2	Furnish and Install Non-Bonded Insulated Joint Assembly FOR: _____ _____ Per EA				
75675.6900	1	Furnish and Install Hydraulic Rail Lubricator FOR: _____ _____ Per EA				
75675.9000	160,000	Raise, Align and Surface Track FOR: _____ _____ Per TF				
75675.9210	33	Raise, Align and Surface Turnout FOR: _____ _____ Per EA				
75675.9214	4	Remove Existing, Furnish and Install Switch Point & Stock Rail FOR: _____ _____ Per EA				
75675.9224	2	Remove Existing, Furnish and Install Frog FOR: _____ _____ Per EA				

IC

**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
 BUFFALO SOUTHERN RAILROAD
 TRACK IMPROVEMENT PROJECT
 BID SUMMARY FORM
 NYSDOT P.I.N. 5936.74.301**

ID

ITEM NUMBER	APPROX QUANTITY	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
75675.9300	5,000	Gaging Track FOR: _____ _____ Per LF				
699.0400	1	Mobilization (Not to exceed 3%) FOR: _____ _____ Per LS				
BASE BID						
PLEASE BE SURE A BID IS ENTERED FOR EACH ITEM						
TOTAL OR GROSS SUM WRITTEN IN WORDS _____ _____					TOTAL BID IN NUMBERS \$ _____	

NOTES:

1. Please ensure a bid is entered for each item.
2. In the event that there is a discrepancy within the bid schedule, the written words will be the accepted value.

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. The Owner may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity for any item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the section "General Provisions".

The cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled herein before.

The undersigned hereby agrees that the wages to be paid for a legal day's work to laborers, workmen or mechanics employed upon the work contemplated by this contract shall not be less than the prevailing rates determined and fixed by the New York State Department of Labor, of the State of New York. Current rates for trades the Bidder believes will be required may be obtained by calling the State Department of Labor. The Bidder is responsible for ascertaining current rates for applicable trades.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

The undersigned agrees that before making this Bid he/she has carefully examined the Contract Documents, together with the site of the proposed work, as well as its surrounding territory, and is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations on, over or under the site, and that this information was secured by personal investigations and research and not from the estimates or records of the Owner and that he/she will make no claim against the Owner by reason of estimates, tests or representations of any officer or agent of the Owner.

5. EXECUTION OF AGREEMENT

In submitting this Bid, the Bidder understands that the right is reserved by the Owner to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within twelve (12) calendar days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver a Contract Agreement in the prescribed form and furnish the required Insurance Certificates and Performance Bond and Labor and Material Payment Bond in the face amount of one hundred percent (100%) of the Contract Sum, within ten (10) calendar days after the Agreement is presented to him/her for signature. The premiums of which bonds are to be paid by the undersigned is included in the Contract Sum.

PROPOSAL SECURITY

Accompanying this Proposal is a certified check payable to the Erie County Industrial Development Agency (Owner) for

_____ Dollars and _____ Cents
(10% of total price of Bid Proposal) which deposit shall become the property of the Owner if, in case this Proposal shall be accepted by the Owner, the undersigned shall fail or neglect to execute a Contract with separate bonds (Performance Bond and Labor Material Payment Bond) and give to the Owner within ten (10) calendar days after the receipt of a written notice by the Owner to the undersigned to enter into said Contract Agreement.

Accompanying this Proposal, in lieu of the certified check, is a Surety Company Bond in the penal sum of ten percent (10%) of the total price in this Proposal.

7. TIME OF COMPLETION

Bidder acknowledges that time is of the essence for the work to be performed under this Contract. Times for completion of the work will consist of one overall completion date of the work. The work to be performed shall be completed in accordance with Contract Agreement Article 5 Time of Completion.

8. NON-COLLUSION AFFIDAVIT

Attached hereto is an affidavit in proof that the undersigned has not entered into a collusive agreement with any person in respect to this Bid or any other Bid or the submitting of Bids for the Contract for which this Bid is submitted.

9. EXPERIENCE STATEMENT

The low bidder may be required to submit an experience statement to Owner if requested.

10. CERTIFICATION OF NON SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employee any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, and transportation provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Date _____, 20____ _____
(Name of Bidder)

Official Address (Including Zip Code): By: _____(Print Name)
_____(Title)

_____(Corporate Seal)

Any Proposal not complying with any of the above requirements may be declared informal and may be rejected.

NON-COLLUSION AFFIDAVIT
STATEMENT OF NON-COLLUSION IN BIDS OR PROPOSALS

Every Bid or Proposal hereafter made for work or services performed or to be performed, or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: non-collusive bidding certification:

“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 its 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;

“(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 submit a bid for the purpose of restricting competition.”

I further certify that I am authorized to sign and submit this Bid and Non-Collusion Affidavit.

Contractor

By: _____

Print Name _____

Title _____

Subscribed and sworn to before me

this _____ day of _____, 20____

(SEAL OF CORPORATION) _____(L.S.)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____

Seal of Notary

Notary Public

ADDENDA ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following Addenda received since issuance of Bidding and Contract Documents:

<u>ADDENDA NO.</u>	<u>DATE RECEIVED</u>
_____	_____
_____	_____
_____	_____
_____	_____

Bidders are required to acknowledge receipt of Addenda by including this signed acknowledgment with the Proposal.

Dated: _____

By _____

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

**Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301**

PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

_____ a corporation authorized to guaranty the performance of Contracts and to do business in the State of New York, County of Erie as surety ARE HELD AND FIRMLY BOUND UNTO the **Erie County Industrial Development Agency** (Owner) in the penal sum of

_____ dollars

(\$_____) lawful money of the United States of America, to be paid to the said Owner its certain attorney or assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals.

Dated the _____ day of _____, 20____

WHEREAS, the said principal obligor _____

_____ has herewith presented a proposal in writing to the Owner for Rail work, paving and earthwork as described in these documents.

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

**Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301**

PROPOSAL BOND

NOW THEREFORE, the conditions of this obligation are such that if the said principal obligor, in case said proposal is accepted by the Owner shall and will whenever required enter into a written contract with the Owner for the performance of the work or improvement mentioned in said proposal in accordance with the terms and conditions as provided in the Plans and Specifications, and, upon the execution of such Contract, shall and will furnish a bond for the faithful performance of the same, then this obligation shall be void, but otherwise of full force; provided, however, and it is expressly stipulated and agreed, that the penal sum of this bond in the amount of ten (10) percent thereof shall be and become the minimum amount of damage suffered by the Owner as liquidated damages if said principal obligor shall fail to enter into such Contract and give the security for the performance of the same, as herein required.

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

STATE OF NEW YORK :
 : SS:
County of _____ :

On the _____ day of _____, 20____

Before me came _____

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

**Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301**

PROPOSAL BOND

to me personally known to be the individual described in and who executed the foregoing bond,
and _____ duly acknowledged to me that

_____ executed the same.

STATE OF NEW YORK :
County of _____ : SS:
:

On the _____ day of _____, 20____, before me personally
came _____ to me known, who,
being by me duly sworn, did depose and say that he/she resided in
_____ and is the _____

of the _____ the
corporation described in and which executed the above instrument; that he/she knew the seal of
such corporation; that the seal affixed to said instrument was such corporate seal; and that it was
so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her
name thereto by like order.

Notary Public

_____ County, New York

Each member of a partnership must sign.

If the foregoing bond is acknowledged without the State of New York a certificate as to the
genuineness of the signature of the officer taking the acknowledgment must be attached.

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

**Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301**

JOINT VENTURE STATEMENT

STATE OF NEW YORK :
 : SS
County of _____ :

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named Contractors have entered into a joint venture for the purpose of carrying out all the contract provisions for the above referenced projects:

(a) _____ () An Individual
() A Partnership
() A Corporation

(b) _____ () An Individual
() A Partnership
() A Corporation

(c) _____ () An Individual
() A Partnership
() A Corporation

2. The Contractors, under whose names we have affixed our respective signatures have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such Contractors for the purpose hereinafter stated.

3. Under the provisions of such joint venture, the assets of each of the Contractors named in Paragraph (1) hereof, and in case any Contractor so named above is a partnership, will be available for the performance of such joint venture and liable therefore and for all obligations incurred in connection therewith.

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

**Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301**

JOINT VENTURE STATEMENT

4. This Joint Venture Statement is executed so that the named Contractors, as one organization, may, under such joint venture, bid upon said Contract, and be awarded the Contract if they should become the successful bidder therefore. Any bid, bond and agreement relating to said Contract shall be executed by any of the undersigned, and when so executed shall bind this joint venture and each and every Contractor named herein severally and jointly. Simultaneous with the execution of the Contract, the Contractors entering into this joint venture shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said Contract.
5. We bind the Contractors for whom we respectively execute this Joint Venture Statement in firm Agreement with the Owner that each of the representations herein set forth is true.

Subscribed and sworn to before me, (a) _____
Name of Contractor

This _____ day of _____, 20__

My Commission expires _____ By _____(L.S.)
Print Name

Notary Public

Subscribed and sworn to before me, (b) _____
Name of Contractor

This _____ day of _____, 20__

My Commission expires _____ By _____(L.S.)
Print Name

Notary Public

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

**Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301**

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the Owner)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1. Name of Bidder.
2. Permanent Main Office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? if so, where and why?
10. List the more important projects recently completed by your company, stating approximate cost for each, and the month and year completed.
11. List your major equipment available for this Contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers, Project Superintendent, On-Site Health and Safety Manager, and Railroad Worker Safety Training Instructor.
14. Credit available: \$ _____
15. Give Bank reference: _____
16. Have you filled out a detailed financial statement?
17. The undersigned authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.
18. Name of Project Superintendent:
19. Project Superintendent phone contact information:

PLANT AND EQUIPMENT SCHEDULE AVAILABLE FOR USE ON THE WORK

Age and No.	Type	Capacity	Manufacturer	Condition	Location
-------------	------	----------	--------------	-----------	----------

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

**Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301**

STATEMENT OF BIDDER'S QUALIFICATIONS

Dated at _____ this _____ day of _____, 20____

(NAME OF BIDDER)

BY: _____

TITLE: _____

STATE OF NEW YORK :
County of _____ : SS

_____ being duly

sworn deposes and says that he/she is _____

of _____

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this

_____ day of _____, 20____

Notary Public

My Commission expires
(L.S.)

NEW YORK STATE FINANCE LAW REQUIREMENTS

Permissible Contacts

Pursuant to State Finance Law §§139-j and 139-k, this Solicitation/Request for Proposal includes and imposes certain restrictions on communications between the ECIDA and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit Request for Proposals through the final award and approval of the Procurement Contract by the ECIDA and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff as of the date hereof, are identified in Section #41 on Page 14 of the Instructions to Bidders. ECIDA employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

Offer/Bidder’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

State Finance Law §139-j(6)(b) provides that the ECIDA seek written affirmations from all Offerers/Bidders as to the Offerer’s/Bidder’s understanding of and agreement to comply with the ECIDA’s procedures relating to permissible contacts (described above) during a Governmental Procurement pursuant to subdivision three of this section.

The ECIDA must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. It is recommended that this affirmation be provided to the ECIDA as early as possible in the procurement process, such as when the Offerer/bidder submits its proposal or bid. The following language may be used for the affirmation.

Offerer/Bidder affirms that it understands and agrees to comply with the procedures of the ECIDA relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

Offerer's/Bidder's Certification of Compliance with State Finance Law §139-k(5)

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer/Bidder that all information provided to the ECIDA with respect to State Finance Law §139-k is complete, true and accurate. It is recommended that the certification be provided to the ECIDA as early as possible in the process, such as when an Offerer/Bidder submits its proposal, bid or other form of offer. The following language may be used for the certification.

Offerer/Bidder Certification:
I certify that all information provided to the ECIDA with respect to State Finance Law §139-k is complete, true and accurate.
By: _____ Date: _____
Name: _____ Title: _____
Contractor Name: _____
Contractor Address: _____

Offerer/Bidder Disclosure of Prior Non-Responsibility Determinations

New York State Finance Law §139-k(2) obligates the ECIDA to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer/bidder must disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer/bidder fails to timely disclose accurate or complete information regarding

the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer/bidder that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer/bidder is necessary to protect public property or public health safety, and that the Offerer/bidder is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

The ECIDA must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached “Offerer Disclosure of Prior Non-Responsibility Determinations” form is to be completed and submitted by the Offer/Bidder and submitted to the ECIDA.

Contract Termination Provision

New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j contain a provision authorizing the ECIDA to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. “Governmental Entity” and “procurement contract” are defined in State Finance Law §139-k(1). If a contract is terminated in accordance with State Finance Law §139-k(5), the ECIDA is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Accordingly,

The ECIDA reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139k was intentionally false or intentionally incomplete. Upon such finding, the ECIDA may exercise its termination right by providing written notification to the Offerer/Bidder in accordance with the written notification terms of this contract.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the ECIDA with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature

Name: _____ Title: _____

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the New York State Education Department (AGENCY) receive information that a person is in violation of the above-referenced certification, AGENCY will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then AGENCY shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

AGENCY reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: : _____

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

CONTRACT AGREEMENT

GENERAL CONSTRUCTION CONTRACT AGREEMENT

Agreement, dated as of _____20____, between the Erie County, having its ECIDA office at 95 Perry Street Suite 403, Buffalo, NY 14203, hereinafter referred to as the **Owner**, and

having its principal address at _____

hereinafter referred to as the **Contractor**:

1. SCOPE OF WORK

Contractor hereby covenants and agrees to the Scope of Construction Appurtenances and to furnish all labor, materials, tools, plants and machinery necessary and appropriate to accomplishing the foregoing and to execute, construct and finish the work in a substantial and workmanlike manner to the satisfaction and acceptance of the Owner; it being agreed that said work is more fully described and set forth in plans and Specifications (Contract Documents) prepared for this Agreement, described and dated as follows:

**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301**

The said Plans and Specifications (Contract Documents) being incorporated herein by reference as part of this Agreement. Additional Plans may be furnished by the Engineer and/or Owner from time to time as may become necessary to more fully explain and illustrate the manner in which the work is to be carried out. These drawings shall not be considered as shop drawings nor shall they in any way relieve the Contractor from furnishing the required shop drawings. All material and work that may be called for in the Specifications and not shown on the Plans, or shown on the Plans and no called for in the Specifications, are to be furnished and executed as if described in both the Plans and the Specifications or Special Notes. Should any work or material not directly or indirectly denoted in the Specifications, Plans or Special Notes be necessary or the proper carrying out of the obvious intentions thereof, the Contractor shall furnish any such material and do any such work as fully as if they were particularly delineated or described. Figured dimensions on all scale drawings shall govern in laying out work, and no work shall be executed from dimensions obtained by scale except in the absence of dimension and as approved by the Engineer. All drawings and specifications furnished the Contractor are the property of the Owner and must be returned or satisfactorily accounted for before final payment is made.

2. THE ENGINEER

Wherever the term "Engineer" is used in this Agreement it means the Engineer(s) of the Owner or such other person as the Owner or Engineer may designate in writing addressed to the Contractor) as his authorized representative. All correspondence or communications directed to Owner and in any manner relating to or affecting the obligations of either the Contractor or the Owner under his Agreement must be addressed DIRECTLY to the authorized representative.

3. COMPENSATION

In accordance with the contract signed: _____

As full consideration for this agreement and as full compensation for the material, labor, tools, plant, equipment and all other charges involved in completing the work in accordance with the stipulations, provisions and requirements of this Agreement, and of the aforementioned Plans and Specifications and the requirements of the Engineer under them, the Contractor agrees to accept and the Owner agrees to make payment as follows:

Contractor is advised that the only source of funds available for the payment of the work are funds obtained by the Owner from the State of New York. The liability of the Owner to Contractor for payment for the work shall be limited to amounts made available to Owner by the State.

Contractor shall make no claim against Owner for amounts in excess of those paid by the State of New York to the Owner and Contractor accepts the risk of nonpayment by the State of New York to the Owner so long as the reason for the nonpayment is not attributable to the fault or neglect of the Owner.

4. COMMENCEMENT OF WORK

The work shall be commenced within five (5) calendar days after the Contractor's receipt of Notice to Proceed, and shall be prosecuted in such order and with such force as the contractor shall deem adequate to insure its completion within the time hereinafter specified.

5. TIME OF COMPLETION

The Notice to Proceed will be given on or about September 14, 2017. All work must be substantially completed by June 30, 2018. The Contractor will have 60 consecutive days to substantially complete the work once the Contractor commences construction activities. Work shall be completed and ready for final payment within 90 days of the Contractor commencing construction activities. The Contractor shall submit to the Owner a detailed schedule for performance of the work to be performed pursuant to this Agreement in a form acceptable to the owner, which schedule shall comply with all scheduling requirements of this Agreement. The Owner, at its sole discretion, may direct the contractor to make modifications and revisions in said schedule.

A. FAILURE TO RESTORE RAIL SERVICE

In the event the Contractor fails to complete his work and exceeds the specified limitations for track shutdown, such that any railroad delivery or service is delayed, any and all costs incurred by the affected railroads beyond the specified shutdown period will be fully compensated by the Contractor until rail service is restored.

The Contractor is advised to have any and all materials, equipment and labor necessary to complete the work on-site prior to commencing with track removal, as no time extensions will be

granted.

B. FAILURE TO COMPLETE WORK ON TIME

For each calendar day that any work shall remain uncompleted after the contract date specified for the completion of the work provided for in the Contract, the amount per calendar day specified in New York State Department of Transportation Standard Specifications, Table 108-1, Schedule of Liquidated Damages (as modified below), will be deducted from any money due the Contractor, not as a penalty but as liquidated damages, provided, however, that due account shall be taken of any adjustment of the Contract time for completion of the work as provided for elsewhere in the Specifications.

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 be extended, will in no way operate as a waiver on the part of the Owner of any of its rights under this Contract.

The Owner may waive such portions of the liquidated damaged as may accrue if he deems the work is in such conditions as to be safe and convenient for use by the traveling public.

The assessing of liquidated damages shall be in addition to Engineering Charges as provided for in § 102-12, Engineering Charges and § 108-04, Extension of Time, of these specifications.

In the event the delivery of any material in short supply is delayed substantially beyond the normal delivery time which results in delaying the completion of the contract, the contract will be extended without the assessment of engineering charges or liquidated damages. The Contractor shall, however, demonstrate to the Owner hat he has made every reasonable effort to obtain such material and complete the contract.

Table 108-1 Schedule of Liquidated Damages (Modified)

<i>Original Contract Amount</i>		<i>Liquidated Damages Per Calendar Day</i>
<i>From More Than</i>	<i>To and Including</i>	
\$0	\$25,000	\$200.
\$25,000	\$50,000	\$300.
\$50,000	\$100,000	\$800.
\$100,000	\$500,000	\$1,200.
\$500,000	\$2,000,000	\$2,000.
\$2,000,000	\$5,000,000	\$2,400.
\$5,000,000	\$10,000,000	\$3,200.
\$10,000,000		\$4,000.

Any sum which may be due the Owner as liquidated damages shall be deducted by the Owner from any balance which may be due the Contractor when the said work shall have been finished and accepted as hereinafter provided. If the Owner terminates the Contractor's right to proceed, other than a termination by Owner for convenience, liquidated damages will continue to accrue until the Work is completed pursuant to the Contract Documents.

Notwithstanding anything to the contrary in the Contract Documents, an extension of the Contract Time, to the extent permitted under the Contracts Documents shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity; or (4) any delay-related claim (collectively referred in this section as "Delay") whether or not such Delay is foreseeable. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity cost, impact damages, labor inefficiency damages, or overhead costs.

6. SUSPENSION OR TERMINATION OF AGREEMENT

The Owner reserves the right, at any stage of the work, to (1) suspend operations thereon, or upon any part thereof, either for a time specified or indefinitely or (2) terminate the Agreement by giving the Contractor ten (10) calendar days written notice. In the event of suspension, the Engineer shall grant to the Contractor an extension of time for completion of the work equal to the time of such suspension. In case of any such suspension of longer than ten (10) calendar days, the Contractor shall have the option to terminate this Agreement, and have settlement and payment for the work done which payment shall be computed in the manner set forth below.

In case of termination of the work under this Section, the Engineer shall prepare a final estimate of the value of the part of the work done, which estimate shall be based on labor performed and materials or the work actually purchased and delivered to the Contractor or specially designed and ordered for the work and which, but for such termination thereof, would have become a part of the completed work. Only such delivered or ordered materials shall be included in the estimate as in the opinion of the Engineer were necessary and suitable for the work. Such materials so included shall be delivered to and be the property of the Owner. Payment of the value of the work performed, as described above, shall be taken and accepted by the Contractor as full payment and shall completely discharge the Owner from all liability under this Agreement and thereupon this Agreement shall be terminated. Neither postponement nor suspension of the work or termination of this Agreement shall entitle the Contractor to any claim for damage or for anticipated profits or for compensation for detention of, or loss of use of, agents, or employees, tools, equipment or plant.

Anything in this Agreement to the contrary notwithstanding, any suspension or termination of this Agreement under the provision of this or any other section shall not release Contractor from any liability it may have incurred or any obligation which may have accrued under this Agreement.

7. PERFORMANCE AND PAYMENT BONDS

The Contractor if required by the Owner, shall forthwith upon the execution and delivery of this Agreement. execute and deliver to the Owner good and sufficient performance and payment bonds, each in an amount equal to the total contract price (100%) of the work provided for herein at the time of award as security for the faithful performance by the Contractor of all the covenants and agreements on the part of the Contractor contained herein. The Surety in each such bond shall be a properly organized Surety corporation, accepted and approved by the Owner and doing business in this state.

8. DIRECTIONS, EXPLANATIONS, CORRESPONDENCE AND DISCREPANCIES

All directions, explanations and instructions referred to in or required by this Agreement will be given by the Engineer. The Contractor may at any time require any instructions to be stated in writing. It is also agreed that the functions and powers of any assistant Engineers and Inspectors designated as Engineer's representatives are limited to the monitoring of the Contractor's operations in executing the work pursuant to this Agreement, and that no authority is given the said Assistant Engineers or Inspectors to make, permit or authorize and they are hereby expressly prohibited from making permitting, or authorizing, any alterations, changes, or departures in or from the terms and provisions of this Agreement or said plans and specifications. The Contractor shall not proceed without demanding of the Assistant Engineer or Inspector in charge of the work such points, grades and levels as may be necessary to locate the work, and as the work progresses, and when given, they must be preserved by the Contractor being lost or disturbed, The Contractor agrees to be responsible for any mistakes that may be caused by their loss or disturbance and the Contractor shall not make any claim for compensation for delay by reason of the failure on the part of the Owner to furnish such points, grades and levels unless the same shall have been demanded by the Contractor. If the Contractor in the course of the work shall find that the points, grades and levels which are shown on the plans are not conformable to the physical conditions of the locality of the proposed work or structure, or if discrepancies between the Plans and the points, grades or levels furnished by said Assistant Engineer or Inspector or errors or discrepancies in the plans or the specifications shall become apparent to Contractor, it shall be the duty of the Contractor to immediately inform the Engineer of such errors or discrepancies. Otherwise no claim shall be made by the Contractor against the Owner for compensation or damages by reason of the failure of the Owner to represent upon said plans the points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

9. CHANGES: PROCEDURE

The Engineer may at any time make such changes in the amount of work to be done or in the quality of the material to be used as in the Engineer's opinion may be necessary. If any such changes diminish the quantity of work to be done, they shall not constitute a claim for damages or for anticipated profits on the work that may be so dispensed with. If the amount of work shall be increased, such increase shall be paid for at the same rate as similar work is herein contracted to be paid for; and if such work is not similar to work herein contracted or, it shall be paid for as an extra item, a price to be agreed upon, in writing, previous to the commencement of such extra work. No such changes (except such changes as diminish the quantity or lower the quality of work to be done, which may be made upon the written order of the Engineer) in the amount of work to be done, or in the quality of the material to be used, shall be made unless and until such changes shall be specified and set forth in a written agreement which shall be supplemental hereto and which shall be signed by both the Owner and the Contractor. The Contractor hereby

expressly covenants and agrees, under any circumstances or for any reason whatsoever, to not make any such changes unless and until said changes are so specified and set forth in such Supplemental Agreement. The Contractor further hereby expressly covenants and agrees, under any circumstances or for any reason whatsoever, to not make any claim or demand for any extra compensation or compensation for additional or extra work in excess of the total sum named in this Agreement, except such extra compensation as maybe specified in any such Supplemental Agreement made as provided for in his paragraph. The Contractor is hereby absolutely prohibited from doing any additional or extra work which will warrant compensation for additional or extra work in excess of that provided for in this Agreement, or in any other way departing or varying from the provisions hereof, or from said plans and specifications, upon any order or request, whether verbal or in writing, given by any person other than the Engineer as herein provided, or in pursuance of a Supplemental Agreement as herein provided.

10. CLAIMS

If at the time of the Contractor's acceptance of any payment made by the Owner under this Agreement, or under any agreement in writing supplemental hereto, the Contractor shall become entitled then or thereafter to have, make or claim any demand against or payment from the Owner other than or additional to the compensation expressly stipulated in and by the written agreement or agreements, the Contractor shall and will at the time of acceptance of such payment give notice in writing to the Engineer, specifying such claim or demand, the ground thereof, and the amount hereof, and the Contractor's acceptance of any payment under this Agreement, or under any agreement in writing supplemental hereto without previously, or concurrently giving such notice in writing to the Engineer shall constitute conclusive and indisputable evidence that at the time of such acceptance thereof the Contractor was not entitled to claim or demand from the Owner either then or thereafter, any payments, damages, or compensation other than the compensation expressly stipulated in and by the written agreement or agreements.

11. TRANSPORTATION

The Contractor shall provide all transportation for employees, equipment, tools and materials.

12. EQUAL OPPORTUNITY AND NONDISCRIMINATION

During the performance of this agreement, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee applicant or employment because of race, creed, color, sex, national origin, age, disability or marital status.
- b. If directed to do so by the Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers with which the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of 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 Owner as part of the bid or negotiation of this contact, the contractor shall request such labor union or representative to furnish a written statement that such labor union or representative will not

discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions Or employment under this contract shall be in accordance with the purposes and provisions of these non-discriminate clause. 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 Commissioner of Human Rights of such failure or refusal.

- c. If directed to do so by the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of 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 Commissioner of Human Rights shall determine.
- d. The Contractor will state, in 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, sex, national origin, age, disability or marital status.
- e. The Contractor will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminate clauses and such sections of the Executive Law, and will permit access to the Contractor's books, records and accounts, by the State Commissioner of the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- f. This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Owner upon the basis of finding made by the State Commissioner of 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 Commissioner of Human Rights that the Contractor 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 Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor and an opportunity has been afforded the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

- g. 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 State Commissioner of Human Rights or the contracting agency may direct including sanctions or remedies or non-compliance. If the Contractor becomes involved in or is threatened with litigation with the subcontractor or vendor as a result of such direction by the State Commissioner of Human Rights or the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York and the Owner.

13. RELATIONSHIP BETWEEN PARTIES

The Contractor warrants and represents that no director, officer, employee or agent of the Owner is a director, officer, employee, or agent of Contractor or any subsidiary or affiliate of the Owner, or vice versa, and that, to the knowledge and belief of the executing officer of Contractor, no director, officer, employee, or agent of Owner or any subsidiary or affiliate of the Owner owns any stock or has a substantial interest in Contractor.

14. LIABILITY FOR TAXES, PENSIONS, ANNUITIES, ETC

The Contractor agrees to, and does, hereby accept full and exclusive liability for the payment of any and all contributions or taxes for unemployment Insurance, medical and old age retirement benefits, pensions or annuities now or hereinafter imposed under any state or federal laws which are measured by the wages, salaries or other enumeration paid to persons employed by Contractor, on work performed under the terms of this agreement. Contractor also agrees to indemnify and save harmless the Owner from any such contributions or taxes or liability therefore and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by duly authorized state or federal officials. The Contractor shall accept full and exclusive liability for the payment of any tax on materials entering into the construction.

15. CONTRACTUAL STATUS AND DIRECTION

In performing services under this agreement, Contractor shall operate as, and have the status of, an independent contractor and shall not act as, or be, an employee or agent of the Owner. The Contractor shall employ pay from funds, and discharge all persons engaged in the performance of the work to be performed hereunder and such persons shall be under Contractor's supervision, direction and control subject to the general oversight and guidance of Owner's Engineer(s) or whomever they may appoint.

16. TEMPORARY WORK, SIGNS AND ADVERTISEMENTS

The Contractor shall, unless otherwise specified, furnish at no cost or risk to the Owner all pumping, bailing, false work, cribbing, sheet-piling, coffer dam, shoring, temporary bridging or other temporary work of any nature whatsoever required for the work herein described.

The Contractor shall not place, or permit advertisements other than the name and address of Contractor on any structure or equipment used on this work. On Permanent structures name plates or maintenance signs will be permitted only where specifically authorized by the Engineer.

17. REGULATIONS AND PERMITS

Wherever in the performance of work embraced within this Agreement it may be necessary to temporarily occupy, use or obstruct any street, highway, or public place, or to do anything whatsoever in connection with public property, or wherever it shall be necessary in order to comply with building laws or other local, state or national ordinances or enactments or regulations, the Contractor shall, at no cost to the Owner, procure all necessary approvals and permits therefore; and in performing such work shall be governed by and comply with the laws, rules and regulations of the proper local, municipal, state, national or other authorities. The Contractor shall be responsible for and save the Owner harmless from and against any and all violations of said laws, rules and regulations.

Wherever the doing of the work embraced within this Agreement in any manner affects the use or operation of lines of railroad or other railroad corporations, the Contractor shall, at no cost to the Owner, comply with all the conditions that may be imposed by such railroad corporations.

18. INTOXICATING LIQUORS AND SANITATION

The Contractor, insofar as his authority extends, shall not permit the sale, distribution, possession or use of any intoxicating liquors or narcotics upon or adjacent to the work or allow any such to be brought upon, to or near the project site.

The Contractor shall provide necessary sanitary facilities for employees on this work wherever needed, properly screened from public observation and kept in a clean and sanitary condition satisfactory to the Engineer and public authorities and shall remove same when directed.

19. APPLIANCES

Only suitable and safe appliances and machinery shall be used on the right-of-way or premises of the Owner in this work hereby contracted, and any appliance or machine which the Engineer deems to be unsafe or unsuited for the work to be performed shall be removed from the work.

No stationary boiler or other appliances shall be used by or on behalf of the Contractor or any subcontractor on the right-of-way or premises of the Owner until, unless or except as such device, its parts and appliances shall be in conformity with, and shall have been inspected and tested in conformity with, any and every state, departmental and municipal rule, regulation and requirement applicable thereto at the place of such use.

Save and except only as and when the Owner shall otherwise agree in writing, every examination, inspection and test, and the specification cards and report thereon required under this Section, shall be made, certified and authenticated by a reliable company carrying on the business of such examination, inspection and certification.

The Contractor shall furnish, bear and pay, and shall save the Owner free of, any and all labor and expense of any incident to compliance with aforementioned rules, regulations and requirements.

20. NIGHT AND DAY WORK

Regular access to the site is from 7:00-am till 7:00-pm. If required to work additionally during the night(s) and weekends in order to complete the same work within the time specified herein, no extra charge shall be made by the Contractor for such night and weekend work. Night and weekend work must be authorized by the Owner's representative.

21. SUPERINTENDENCE AND WORKMEN

The Contractor shall at all times be represented on the work by a competent superintendent, who shall be satisfactory to the Engineer. Copies of approved plans and specifications shall be kept on the work site at all times.

The Contractor shall employ experienced workmen and shall promptly discharge any employee whom the Engineer considers to be incompetent or disorderly or a hindrance to the progress of the work herein provided for. The foregoing is intended, and shall not be deemed, to limit or modify Contractor's status as an independent Contractor, as provided in Section 15 of this Contract Agreement.

22. INTERFERENCE

In agreeing upon the price to be paid for the work to be performed under this Agreement, due consideration has been given to the fact that said work must be performed in a manner that will not interfere with the operation of the Owner and also in such a manner as to enable the Owner, or its agents, employees or contractors, to perform other and contiguous work; and the price specified in this Agreement to be paid by the Owner to the Contractor has been agreed upon and made after such due consideration.

23. PROTECTION OF PRESENT FACILITIES

Whenever the work embraced in this Agreement is by the side of or contiguous to existing public or private facilities, the Contractor shall use the utmost vigilance in the prosecution of said work in every stage thereof in order effectually to guard against all accidents or damages to such facilities by reason of said work. The Contractor will at all times during the progress of work so manage and execute the same as to cause the least possible interference with the operation, management, or maintenance of the existing facilities, whenever in the prosecution of the work by the Contractor it shall be found necessary, in order to prosecute said work or to avoid interference with the operation, management or maintenance of existing facilities, to remove, transpose, or alter any existing facility, such change, transposition, alteration, excavation or construction shall be made by, and at the sole expense of the Contractor.

24. CONTIGUOUS WORK

The work herein contracted for shall be so prosecuted that the progress of contiguous work shall not be delayed.

25. PUBLIC AND PRIVATE ROADS

The Contractor shall provide and maintain at no cost to the Owner, good and safe roads, paths and other facilities, as directed by the Engineer to afford means of access to all parts of the work. Any person authorized by the Engineer shall be permitted to use such facilities for hauling materials required for the work, provided such use does not interfere with or impede the work of the Contractor.

26. OWNER'S USE OF COMPLETED WORK

The Owner may, prior to the completion of all the work to be performed under this Agreement and the acceptance thereof by the Owner, enter upon and use any portion of said work without any compensation whatever to the Contractor for such use and without any compensation or payment whatever to the Contractor for any delay in the work caused by such use. Such taking possession and use shall not be deemed an acceptance of the work so taken and used or of any part thereof.

27. TRANSFERS

The Contractor shall not assign or transfer this Agreement, or any part hereof, to any person without the prior written consent of the Owner. The Contractor shall give personal attention and superintendence to the work. No approved assignment, letting, transfer or subcontract, whether for labor or material or both, shall under any circumstances relieve the Contractor of obligations or liabilities under this Agreement or have any bearing on the granting or refusing of an extension or the date of completion should the subcontractor fail to perform the work undertaken.

28. INSPECTION

All materials of every description used under this Agreement and all workmanship pursuant hereto shall be of the grade specified, and where quality is not specified shall be of the best for the purpose that can be obtained. Material shall at all times be open to the inspection, acceptance, or rejection of the Engineer and of such person or persons as designated to represent Engineer, as hereinbefore provided. If any material brought to the project site for the use on the work be condemned by the Engineer as unsuitable, the Contractor shall forthwith remove said material from the work at no cost to the Owner.

29. DEFECTIVE WORK AND MATERIAL

No omission or failure on the part of the Engineer to disapprove or reject any work or material at the time of a monthly or other estimate, or during the inspection of the work or material, shall be construed to be an acceptance of any defective work or material. The Contractor will be required to correct any imperfect work whenever discovered before the final payment is made to the work. If any work be condemned by the Engineer as defective or improperly done, such defective or improper work shall be taken down and rebuilt, or the defects otherwise remedied by the Contractor, at no cost to the Owner, as the Engineer in charge of the work may direct; and in default thereto the same may be done by the Owner at the Contractor's expense. The provisions of this paragraph shall apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

The Contractor, without cost to the Owner, shall remedy any defects due to faulty materials or workmanship or to Contractor's failure to fulfill any obligations under this Agreement which appear within a period of one (1) calendar year from the date when final payment is made for the work. The contractor is required to provide a 1yr. Maintenance Bond (refer to attachment C-30). This obligation is without prejudice to any other rights or remedies afforded by law to the Owner in the event of a default or breach of contract by Contractor.

30. PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend at Contractor's expense any action brought against the Owner, to the extent that such action claims that any equipment used in the performance of the work provided for in this Agreement, or the operation of any such equipment infringes patent, copyright or similar property right of any country, nation, international body or organization. The Contractor will pay any costs and damages finally awarded against the Owner its assignees or successors.

31. INSURANCE

Erie County Industrial Development Agency requires that prior to the commencement of any work, all contractors shall provide a Certificate of Insurance evidencing that public liability insurance is currently maintained and in force with an insurance carrier approved to do business in the State of New York and maintaining an A.M. Best Rating of A- or better showing Erie County Industrial Development Agency as Certificate Holder. It is our suggestion that you share these requirements with your current insurance agent, broker or insurance company.

Acceptable Certificates of Insurance shall indicate the following minimal coverage, limits of insurance, policy numbers and policy effective and expiration dates.

Commercial General Liability: Contractor and subcontractors shall provide coverage for the named insured's premises & operations, products-completed operations, blanket contractual liability and broad form property damage on an occurrence basis and have attached **Designated Construction Project(s) General Aggregate Limit CG 25 03** endorsement. All insurance required of the Company shall waive any right of subrogation of the insurers against any person insured under such policy, and waive any right of the insurers to any off-set or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under such policy.

Limits expressed shall be no less than:

General Aggregate	\$6,000,000
Products-Completed Operations Aggregate	\$2,000,000
Per Occurrence	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage Liability	\$ 100,000
Medical Payment (per person)	\$ 5,000

The following parties shall all be named as Additional Insured on **ISO Form CG 20 10 Additional Insured-Owners, Lessees or Contractors 11-85 edition or its equivalent** to provide completed operations for the Additional Insured on a Primary & Non Contributory basis and be indicated as such on the submitted Certificate of Insurance.

Buffalo Southern Railroad
8600 Depot Street
Eden, NY 14057

Erie County Industrial Development Agency
95 Perry Street Suite 403
Buffalo, NY 14203

County of Erie
95 Franklin Street
Buffalo, New York 14202

New York State Department of
Transportation

Owners & Contractors Protective Liability:

The Contractor shall furnish evidence that with respect to the operations performed, Owners & Contractors Protective Liability Insurance shall be provided for a limit of not less than \$2,000,000 per occurrence and a \$2,000,000 aggregate. Erie County Industrial Development Agency, The County of Erie and New York State Department of Transportation shall be the Named Insured expressed on this policy. Required only if Blanket Broad Form Contractual Liability is not provided on the Commercial General Liability policy.

Railroad Protective Liability:

In addition to the above, contractor shall furnish and certify to carry Railroad Protective Liability Insurance with respect to the operations the contractor or their subcontractors naming the railroad as the Named Insured on Railroad Protective Public Liability Insurance (ISO-RIMA Form) providing a limit of not less than \$2,000,000 per occurrence and \$6,000,000 aggregate. Buffalo Southern Railroad should be identified as the Named Insured on this policy. Erie County Industrial Development Agency should be identified as an Additional Named Insured on this policy.

Workers Compensation & Employers Liability:

Contractors and subcontractors shall provide Workers Compensation insurance as required by statute to cover claims for injury or illness to their employees and those who may be eligible under the Act. Exclusions for proprietors, partners, members of limited liability companies or executive officers will not be permitted.

Workers Compensation:	Statutory
Employers Liability:	
Bodily Injury by Accident (per Accident)	\$100,000
Bodily Injury by Disease (Policy Limit)	\$ 500,000
Bodily Injury by Disease (Per Employee)	\$100,000

Automobile Liability:

Business Auto Liability insurance covering the use of all owned, hired or non-owned autos for Bodily Injury and Property Damage with a Combined Single Limit of \$1,000,000 per accident. Required limits may be satisfied by a combination of a primary policy and an excess/umbrella policy.

Pollution Legal Liability:

Any contractor performing environmental work shall have in effect Pollution Legal Liability or Contractors Site Pollution Liability insurance coverage with an insuring limit of \$5,000,000 per claim and a \$5,000,000 aggregate. Contractor shall name Erie County Industrial Development Agency, Additional Insured or provide a Blanket Additional Insured provision on this policy.

Umbrella/Excess Liability:

Commercial Umbrella or excess liability for a limit of at least \$5,000,000 per occurrence with a \$5,000,000 Aggregate. Coverage should respond on a follow-form basis and excess over the aforementioned underlying policy limits. The County of Erie and the Erie County Industrial Development Agency shall be named as Additional Insured.

Cancellation or Nonrenewal:

Each Certificate shall state that in the event of any material change in or cancellation of said policies, Buffalo Southern Railroad, New York State Department of Transportation and Erie County Industrial Development Agency Affiliated Companies will receive thirty (30) days prior notice of such change or cancellation. Each Certificate of Insurance shall be sent to the address provided on page C-12.

32. RISKS

The Contractor shall assume all responsibility for any damage which may happen to the work provide for in this Agreement from fire, floods, storms or any cause whatsoever prior to the final completion and acceptance thereof.

All loss or damage arising out of the nature of the work to be done under this Agreement or from any unforeseen obstructions, difficulties or conditions which may be encountered in the prosecution of the same or from the action of the elements or from encumbrances on the line of the work or from any act or omission not authorized by this Agreement on the part of the Contractor or any person or agent employed by Contractor, shall be borne by said Contractor.

The Contractor shall not be entitled to claim or receive from the Owner any sum whatever in excess of the contact price or the work provided or herein by reason or on account of any delay caused in such work by the Owner.

33. INDEMNITY DAMAGE CLAIMS

The Contractor will be responsible for, and shall release, protect, defend, indemnify and save harmless the **County of Erie, Erie County Industrial Development Agency, Buffalo Southern Railroad, New York State Department of Transportation & Affiliated Companies**, and, its officers and employees, both officially and personally, and their subsidiaries from and against any and all loss, damage, cost and expense and all claims, actions and demands arising out of:

- a. Personal injuries (including death) to any person and losses of a damage to the property of any person during or arising out of the performance of this Agreement except when caused in whole by the fault (or by the joint fault) failure or negligence of the owner and/or subsidiary of the owner; and

- b. The Federal Employer's Liability Act and any amendments thereto (notwithstanding the provisions of subparagraph a. above) based on allegations to the effect that the Owner failed to correct or guard against unsafe conditions or failed to furnish a safe place to work.

The Contractor shall familiarize himself with applicable industry safety rules, which are incorporated herein by reference and made part of this Agreement. The Contractor also agrees to comply with the industry safety rules, together with all applicable safety requirements contained in the laws, regulations or ordinances of any federal, state or local governmental authority hand to require employees to comply therewith, and agrees to release, protect, defend, indemnify and save harmless the Owner from and against any and all loss, damage, cost and expense and all claims, actions and demands arising out of violation of any of said safety rules and requirements.

Indemnifiable costs shall include, but not be limited to, fees of attorneys, investigators and experts. As used above, the terms "the Owner" and "Owner's subsidiaries" include the officials or officers, directors, agents and employees of the Owner, and any subsidiaries.

Failure of any of the Parties to assert any right or declare any default hereunder shall not preclude such assertion or declaration at a later date or upon a recurrence of violation of such rights or event of default.

34. MATERIALS, SUPPLIES AND EQUIPMENT PURCHASED BY CONTRACTOR

The Contractor shall advise the Engineer in writing of all subcontracts made for materials, supplies and equipment to be used in this Agreement, giving the date of subcontract, name of party with whom made, and date agreed upon for delivery of material covered thereby.

In making purchases of materials to be used in connection with this Agreement, insofar as compliance with the provisions of this Agreement permit, preference shall be given in selecting vendors to companies located within the community and/or state of the project work site.

Materials delivered on site with proper materials certifications that have been accepted for installation and use (exp: rail and ties) may be used for partial reimbursement on individual pay items up to 50% of the unit price less retainage. Contractor is solely responsible for damage, theft or loss until the project has been accepted.

35. MATERIAL PURCHASED FROM THE OWNER BY THE CONTRACTOR

Any material of any nature whatsoever furnished by the Owner upon request to the Contractor shall be paid for by the Contractor at the time of the delivery of the said material to said Contractor at the market price for said material to be determined by the Owner plus the cost to the Owner of handing and transporting said material, and if not so paid shall be satisfied in manner provided in Section 36 hereof.

If any of the said material so purchased from the Owner by the Contractor is returned to the

Owner at any time during the progress of the work, or at the time of the completion of the same, the Owner will purchase such material at the prices paid by the Contractor, deducting therefrom depreciation due to usage (as determined by the Owner) and the cost for handling same.

36. CHARGES ON FREIGHT, LABOR, MATERIALS AND SUPPLIES

The Owner shall have the right to apply any sums due or to become due to the Contractor under his Agreement to payment of any liabilities of the Contractor, or of any subcontractor, to the Owner for freight charges or for furnishing labor, materials or supplies.

37. PAYMENT FOR LABOR, SUPPLIES AND MATERIAL

The Contractor shall be responsible for the prompt payment for all labor, supplies and material furnished for any of the work covered by this Agreement, whether such work is done directly by Contractor or by any subcontractor engaged by the Contractor. In the event the Contractor fails to cause to be paid or pay for any such labor, supplies or material promptly after payment is due, the Owner shall have the right to apply any funds which may be or might become payable to said Contractor to the payment of such liabilities and the amount of such payments shall be considered and accepted as payment pursuant to this Agreement.

38. FAILURE FORFEITURE

If at any time the Contractor shall refuse or neglect to prosecute the work with a force sufficient, in the opinion of the Owner, to insure its completion within the time specified in this Agreement, or to furnish sufficient materials as needed for that purpose, the Owner may direct the employment of or employ such additional laborers and foremen, and purchase sufficient materials, as the Owner may deem necessary to perform said work, at such wages and at such prices as the Owner shall determine, and pay all persons so employed for their services and or materials furnished. Any amount so paid shall be credited against the amount next due the Contractor pursuant to Section 40 hereof without prejudice, however, to any remedy which the Owner may have or may be entitled to have against the Contractor for breach of this Agreement. In addition the Owner, for the failure to prosecute the work with a force adequate for timely completion thereof, or to furnish sufficient materials at needed therefore, or non-compliance with orders as to the manner of performing it, or for any omission of, or failure to comply with any of the requirements of this Agreement on the part of the Contractor, may declare this Agreement terminated, and, upon written notice thereof to the Contractor, enter upon and take possession of the work, employ persons and purchase materials, tools, and equipment suitable for completion thereof, or contact with any other person or persons for its completion. Upon completion hereof, if the cost of such completion, plus ten percent (10%) thereon, shall aggregate less than the unpaid balance of the amount designated in this Agreement, the difference shall be paid by the Owner to the Contractor, and if such aggregate shall exceed said unpaid balance, such difference shall be paid by the Contractor to the Owner. In either such case, the Engineer shall be entitled to take possession of, apply and use all materials, machinery, scaffolding, appliances, tools and implements, at or about said work which are necessary or suitable therefore for the completion of said work.

39. REMOVAL OF RUBBISH

All surplus materials, staging, false-work, refuse, tools and debris that may accumulate on or about the work and premises occupied by the Contractor during the term of his Agreement must be removed from time to time, as may be directed by the Engineer and in case of termination of the work prior to completion thereof, if notified by the Owner to do so.

Upon completion of the work, all plant, equipment, tools and supplies and all surplus material, temporary structures, staging, false-work, refuse and debris of the Contractor Shall be removed from the premises of the Owner and clean up the same to the satisfaction of t the Engineer, failing which, the Owner may do so at the expense of the Contractor.

40. MONTHLY ESTIMATES

So long as the work herein contracted for is prosecuted in accordance with the provisions of this Agreement, and with such progress as may be satisfactory to the Engineer, the Contractor will on or about the first day of every month make an approximate estimate (the reasonableness of which must be approved by the Engineer) of the portion of the total contract price that is allocable to the work done hereon up to and inclusive of the last day of the previous month, the amount of which estimate shall be certified by Contractor as being correct and in accordance with the terms of this Agreement. Such certified amount, after deducting ten percent (10%) thereof and all previous payments, shall be due and payable to the Contractor within forty-five (45) calendar days after approval by the NYSDOT.

41. FINAL ESTIMATE

Upon the final completion and acceptance of the work, the Engineer will issue a signed certificate that the whole work provided for in this Agreement has been completed and has been accepted by the Engineer under the terms and conditions of this Agreement and recommends acceptance by the Owner, whereupon the entire balance found to be due the Contractor including the said retained percentage, after deducting there from any amount which may be found to be due the Owner for liquidated damages and other demands as hereinbefore provided, will be payable to the Contractor within forty-five (45) calendar days after the date of said final certificate; provided, however, that before the Owner shall be required to make payment of said final balance, the Contractor shall execute a release under seal to the Owner from all claims or demands whatsoever growing in any manner out of, or arising from, this Agreement and deliver to the Owner a complete release or all liens arising out of this Agreement, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the Owner indemnifying it against any lien. The Engineer, in computing the said final estimate and final certificate need not be bound by the preceding estimates and certificates, but such preceding estimates and certificates shall be held to be only approximate to the final estimate, and the said monthly estimates and certificates on unfinished work shall in no case be taken as an acceptance of the work, or a release of the contractor from responsibility therefore, until the final estimate is made and the work in its entirety is accepted as complete under his Agreement.

Payment otherwise due may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make payments properly to subcontractors or for material or labor.

42. EXAMINATION AND AUDIT

The Contractor agrees as follows:

- a. During the effective term of this Agreement and for three (3) calendar years after final payment is made to the Contractor under this Agreement, or such longer period as may be required for final disposition of the items mentioned in subparagraph (c.) below, the Contractor shall establish and maintain relevant books, records, payroll records, receipts, documents, papers and any other data or information which support and substantiate the charges made to and payments received from the Owner under his Agreement.
- b. During this time, unless a longer period of time is required in order to comply with paragraph (c.) below, the Owner or duly authorized representatives shall have access to and the right to examine any relevant books, records, documents, papers, receipts, and any other data or information of Contractor relating to this Agreement.
- c. With respect to (1) litigation or the settlement of claims arising out of the performance of this Agreement or (2) charges by Contractor to which the Owner takes exception, the Owner's right of access and examination, as well as the duty of Contractor under paragraph (a) above, shall continue until disposal of such litigation, claims or exception.

43. MEASUREMENT AND REFERENCE OF DISPUTE

The final measurement of all work under this Agreement shall be made under the direction of the Engineer who shall determine its quantity and quality and whether it satisfies the requirements of this Agreement. Any disagreement or dispute between the Contractor and the Owner relating to the requirements of this Agreement or the Plans and Specifications (Contract Documents), or the carrying out of the obvious intentions of the Agreement, the Plans and Specifications (Contract Documents), the work to be performed the materials to be furnished thereunder, or in regard to making up the final estimate, shall be referred to the Engineer, whose decision thereon (unless subsequently proven by Contractor to have been unlawful, arbitrary and unreasonable, or made in bad faith) shall be accepted by, and be conclusive and binding upon both parties hereto.

44. NOTICE

Any notice to be given by the Owner to the Contractor hereunder shall be sufficiently given by delivery to Contractor's foreman or agent, or by mailing or other delivery to Contractor's last known place of business, or, prior to completion or termination of the work, by posting it in a conspicuous place a or near the place of performance of the work.

45. UNDERSTANDING OF REQUIREMENTS

The Contractor hereby distinctly and expressly declares and acknowledges that, before the signing of this Agreement, the Contract has been carefully read and the whole thereof together with and in connection with said Plans and Specifications (Contract Documents), and that the has made such examination of this Agreement and of said Plans and Specifications (Contract

Documents), the location where said work is to be done, the nature of the work required to be done, and the material required to be furnished, as to enable thorough understanding of the intention of the same, and the requirements, covenants, agreements, stipulations and restrictions contained herein and in said Plans and Specifications (Contract Documents), the Contractor agrees hereafter not to make any claim or demand upon the Owner based upon or arising out of any alleged misunderstanding or misconception of the said requirements, covenants, stipulations, and restrictions; and that any information given to the Contractor by the Engineer or others as to the quantities in the work, prior to, or during the progress of the work, shall have no bearing or effect whatsoever upon the total amount to be paid for, in the final settlement.

46. GENERAL

a. Modification

This Agreement or any Part hereof may not be modified, except by written agreement of the parties as signed by the duly authorized officers of the parties.

b. No Waiver

No omission or delay by the Owner at any time to enforce any right or remedy reserved to it, to require performance of any of the terms of the Agreement, shall be a waiver of any such right or remedy to which the Owner is entitled, nor shall it in any way affect the right of the Owner to enforce such provisions thereafter.

c. Applicable Law

This Agreement shall be governed by the laws of the State of New York.

d. Severability

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

e. Successors and Assigns

This Agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that contractor shall not assign or transfer this Agreement or any of its rights hereunder without the written consent of the Owner.

f. Entire Agreement

This Agreement constitutes the Entire Agreement between the parties and supersedes all previous agreements and understandings relating to the services required under this Agreement.

g. Conflict Between Component Part

The following component parts, the provision in the component part first enumerated below, shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

The executed Contract Documents shall consist of the following:

Request For Bids
Instructions to Bidders
Proposal

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

- Addenda Acknowledgment
- Bidder Certification E.E.O. Requirements
- Non-Collusion Affidavit
- Proposal Security (Bid Bond)
- Joint Venture Statement
- Plant and Equipment Schedule
- Bidder's Qualifications
- Contract Agreement
- Performance Bond; Labor and Material Payment Bond;
Maintenance Bond
- MBE/WBE Requirements (Erie County Utilization Goals)
- General Condition
- Special Notes
- Special Provisions
- Technical Specifications
- Drawings
- Standard Clauses for All New York State Contracts
- NYS Wage Rates
- Appendices

This Contract is intended to conform in all respects to applicable statutes of the State of New York and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their duly authorized officials as of the date first written above.

Contractor's Name

Owner's Name

By: _____

By: _____

Typed Name

Typed Name

Title: _____

Title: _____

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that _____

_____ as Principal, hereinafter called

"Contractor", and _____

_____ as Surety hereinafter called "Surety", are held

and firmly bound unto the **Erie County Industrial Development Agency** as Obligee ,
hereinafter called

"Owner", in the amount of _____ Dollars (\$_____).
lawful money of the United States of America for the payment whereof Contractor and Surety
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into an
Agreement with Owner for the _____

_____ in accordance with Plans and Specifications (Contract
Documents) prepared by, which by reference is made a part hereof, and is hereinafter referred to
as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, then this obligation shall be null and void;
otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

The Surety hereby stipulates and agrees, if requested to do so by the Owner to fully perform and
complete the work to be performed under the Contract pursuant to the terms, conditions and
covenants thereof, if for any cause the Contractor fails or neglects to so fully perform and
complete such work.

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

PERFORMANCE BOND

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids or completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under his paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding; including other costs and damages for which the Surety may be liable hereunder the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments hereto, less the amount properly paid by Owner to Contractor.

The Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation said Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder, before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any moneys due or to become due thereunder; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Contractor.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract, or in or to the Plans and Specifications (Contract Documents), shall in anywise affect the obligations of said Surety on its bond.

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301**

PERFORMANCE BOND

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heir, executors, administrators or successors of the Owner.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed and sealed this _____ day of _____, 20____

(Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Witness)

(Title)

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301**

LABOR AND MATERIAL PAYMENT BOND

(Note: This bond is issued simultaneously with Performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.)

KNOW ALL PERSONS BY THESE PRESENTS that _____

_____ as Contractor, hereinafter called "Principal", and _____

_____ as Surety

hereinafter called "Surety," are held and firmly bound unto the **Erie County Industrial Development Agency** as Obligee, hereinafter called "Owner," in the amount of

_____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a contract with Owner for

_____ in accordance with Plans and Specifications (Contract Documents) prepared by, _____ which is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required or use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain full force and effect, subject, however, to the following conditions:

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

LABOR AND MATERIAL PAYMENT BOND

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal or labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant a herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimants, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall no be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: the Principal, the Owner or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or to the political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

LABOR AND MATERIAL PAYMENT BOND

4. The amount of his bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20____

_____	_____	_____
(Witness)	(Principal)	(Seal)
_____	_____	_____
(Witness)	(Surety)	(Seal)
_____	_____	_____
(Witness)	(Title)	(Title)

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301**

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that _____

as Contractor, hereinafter called "principal," and _____

as Surety, hereinafter called "Surety," a Corporation of the State of _____
legally authorized to do business in the State of _____, County of _____

_____ as Surety, are held and firmly bound to **Erie County Industrial
Development Agency**

as Oblige, hereinafter called the "Owner" in the amount of _____

_____ Dollars
(\$ _____), to be paid to the Owner for Owner's use and benefit, for which
payment well and truly to be made, we do bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally for and in the whole firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20____, entered
into a certain contract with the Owner known as _____
_____ which Contract is incorporated herein by
reference; and

WHEREAS, the Principal has represented that _____ has
completed the said Contract in strict and entire conformity with the Plans and Specifications
(Contract Documents), therefore on file at the office of the Owner.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if, within one
(1) year from the date of final acceptance for the work by the Owner no faulty workmanship
shall be disclosed in the performance of the construction of _____
_____ under said Contract; and if it shall appear that no
defective materials were furnished there under in strict and entire conformity with the terms of
the items for the construction of _____ under
this Contract, then this obligation shall void, or else to be and remain in full force and virtue.

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

MAINTENANCE BOND

If, within said period of one (1) year, faulty workmanship of the construction of _____ is disclosed or it appears that defective materials were furnished, or if it appears that the work was not performed or the materials were not furnished in strict and entire conformity with the terms of the Contract Documents, the Owner shall so notify the Principal in writing and the Principal shall promptly repair, replace or make good all defective work or materials. In the event that the Principal after having been so notified, shall refuse or neglect to repair, replace or make good such work or materials within five (5) business days from the receipt of such notice (or within such other time at the Owner may direct), or shall fail to complete such work within the time prescribed by said Owner, then Owner will proceed to have the work done by others, and the Principal and Surety hereunder shall jointly and severally be liable to pay the cost thereof, subject to the monetary limitation first written above. In case of an emergency, as determined by said Owner, Owner reserves the right to immediately effect both temporary and permanent repairs, or to arrange for others to effect such repairs, without immediate notification to the Principal, and the Principal and surety hereunder shall jointly and severally be liable to pay the cost thereof.

IN WITNESS WHEREOF, the Principal and the Surety hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed and sealed this _____ day of _____, 20____

(Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Witness)

(Title)

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

CERTIFICATE OF INSURANCE

To: _____

The subscribing insurance company certifies that insurance of the kinds and types and for limits of liability not less than those herein stated, covering the work herein designated, has been procured by and furnished on behalf of the insured Contractor named in Item 1.

1. Name of Insured _____

Address of Insured _____

2. Location and description of Work _____

3. Kinds and Types of Insurance

(sample certificate to follow)

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

CERTIFICATE OF INSURANCE

Such insurance as is herein certified applies to all operations of said insured in connection with the work herein described at the location(s) stated, and is written in accordance with the company's regular policies and endorsements, subject to the company's applicable manuals of rules and rates in effect, except _____

_____.

The subscribing company agrees that no policy referred to herein shall be changed or canceled until thirty (30) business days written notice has been given to the Owner named above.

This certificate is furnished in accordance with and for the purpose of the specifications of the Company covering the operations herein described.

(Name of Company)

By _____
(Authorized Representative)

Dated _____

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

APPROVAL OF SUBCONTRACTOR FORM

Erie County Industrial Development Agency
 Buffalo Southern Railroad Track Improvement Project
 NYSDOT P.I.N. 5936.74.301

APPROVAL OF SUBCONTRACTOR

Contract No.	County	Job Description	Page No. ____ of ____	Date Submitted	
Contractor Name and Address (w/zip code)			Subcontractor Name and Address (w/zip code)		
Tel. No. (include area code):			Tel. No. (include area code):		
Federal Identification No.			Federal Identification No.		
The Contractor shall inform the Engineer in Charge, who will note in the project diary, the dates when the Subcontractor starts and completes all work under the subcontract. When work performed by the Subcontractor is included in an estimate for payment, labor affidavits, etc., are to be submitted in the same manner and number as required of the Prime Contractor.			Est. Beginning Date (Mo. & Yr.) Est. Completion Date (Mo. & Yr.)		
This approval will be rescinded at any time in the progress of the work if performance by the Subcontractor is determined unsatisfactory.			*A Minority Business Enterprise (MBE) is a small business with at least 51% ownership by one or more socially and economically disadvantaged individuals. (See Instructions for full definition).		
No work shall be started by the Subcontractor prior to filing the required insurances. The Contractor and Subcontractor hereby certify that the subcontract contains all the pertinent provisions of the prime contract in regard to Federal and State Laws and Regulations.					
Signature _____		Signature _____			
Contractor		Date		Subcontractor	
Date		Date			
Item No. and Name		AMOUNT			
		Specialty	Non-Specialty		
Original Total Contract Price					
Less Specialty Items) \$ _____		TOTAL			
Percent of Original Total Contract Price (above) approved this date					
Percent of Original Total Contract Price previously approved					
Percent of Original Total Contract Price approved to date					
The Subcontractor named above is authorized to perform work on the above noted contract and is approved for the times and in the amounts listed herein. However, this subcontract shall be of no force and affect until approved below.					
Approved by:				Date Approved	

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

MBE/WBE/EEO REQUIREMENTS

MINORITY/WOMEN'S BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS

The County of Erie has established the following Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals for this contract. The goals are expressed as a percentage of the total bid price. It is the Contractor's responsibility to secure participation in the work of the contract by M/WBE in satisfaction of the goals, or to document satisfactory good-faith efforts taken to fulfill the goals. Participation is measured as the amount actually paid to M/WBEs, not the contract bid price for the work.

Minority Business Enterprise Participation Goal	<u>12 %</u>
Women's Business Enterprise Participation Goal	<u>18 %</u>

Should there be a need for consultant work for this project, the consultant contract shall require M/WBE participation at a minimum of 15% MBE and 5% WBE or higher.

The Organization agrees to follow Erie County Local Law 2-2006, regarding apprenticeship if applicable.

Disadvantaged/Minority/Women's Business Enterprise Registry

A current listing of certified M/WBEs is available on the New York State Contract System, Directory of Certified Firms website:

<https://ny.newnycontracts.com/?TN=ny>

Disadvantaged/Minority/Women's Business Enterprise Officer

The Bidder shall designate and enter below the name of a Minority/Women's Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Minority/Women's Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated M/WBE Officer: _____
(Name, Title)

e-mail: _____

phone: _____

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and the Authority, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share **in** the economic opportunities generated by the Authority's participation in projects or initiatives, and/or the use of the Authority funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, 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.
 - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by the Authority, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by the Authority.

Affirmative Action Officer ("AAO")

Shall mean the Authority's Affirmative Action Officer or his/her designee, managing the affirmative action program for the Authority.

Contracting Party

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by the Authority and (ii) **any borrower or Grantee** receiving funds from the Authority pursuant to a loan or Grant document.

Minority Business Enterprise ("MBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;
- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on the Authority contract;
- (e) Utilizing the resources of the Authority Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise ("WBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises the authority to control and operate, independently, the day- to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

Contracts Subject to Executive Order 11246, as Amended

The contractor shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in 24 CFR Part 130, which is paid for in whole or in part with assistance provided under this Agreement, the following Equal Opportunity clauses:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representative of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules and regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS – STATE

1 REQUIREMENTS – During the performance of this contract, the Contractor agrees to comply with the Equal Employment Opportunity (EEO) requirements specified herein.

2 DEFINITIONS – As used in these requirements, the following definitions will apply:

“Covered area” means the geographical area described in the solicitation from which this contract resulted or the geographic area within which this contract will be performed.

“Department” means the New York State Department of Transportation.

“Commissioner” means the Commissioner of the New York State Department of Transportation, or his duly authorized representative.

“Director, EODC” means the Director of the Department’s Office of Equal Opportunity Development and Compliance or his duly authorized representative.

“Employer Identification Number” means the Federal Social Security Number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

“Minority” includes:

Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

Hispanic (a person of Spanish or Portuguese culture with origins in South or Central America or the Caribbean Islands regardless of race);

Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification. Identification may be made by any suitable authority in the community such as an educational institution, religious organization, or a state agency).

3. NON-DISCRIMINATION CLAUSE – The Contractor will ensure equal employment opportunity by not discriminating against any applicant for employment because of race, color, religion, sex, national origin, age, disability, or marital status, regarding (among other things) the following: upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4 MINORITY AND WOMEN EMPLOYMENT GOALS – The Contractor shall make a good-faith effort to ensure equal employment opportunity by taking the affirmative actions set forth in paragraph 6A through P of these requirements. The Contractor’s success in achieving or bettering the goals set forth herein shall be a substantial factor in any determination of whether the Contractor has complied with its obligation to ensure equal employment opportunity in the performance of this contract. These goals are expressed as percentages of the total hours of employment and training that the Contractor should reasonably be able to give to female or minority employees in a certain covered area. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. These goals were established from materials published by the Office of Federal Contract Compliance Programs based on appropriate workforce, demographic or other relevant data.

5 TRAINING SPECIAL PROVISION – If the contract proposal includes the Training Special Provision, the Contractor is required to comply with that provision as part of these Equal Employment Opportunity Requirements. The Training Special Provision requires the Contractor to provide training to at least one minority or woman indentured apprentice or trainee. If the Contractor fails to meet the employment goals for minorities or women specified herein, additional training of minorities and women will be required to satisfy the employment goals.

6 AFFIRMATIVE ACTION STEPS – The Contractor shall implement affirmative action steps at least as extensive as the following:

Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.

Maintain a current file of the name, address, and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of the action which was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in writing to the Director, EODC and noted in the file with the reasons therefor, along with whatever additional actions the Contractor may have taken.

Provide immediate written notification to the Director, EODC when the Contractor has information that the union referral process has impeded the Contractor’s efforts to meet its obligations.

Develop on-the-job training opportunities and/or participation in training programs which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the United States Department of Labor, the New York State Department of Labor, or the New York State Department of Transportation and appropriate for utilization on New York State Department of Transportation projects. The Contractor shall provide notice of these programs to the sources compiled under 6.B above. If the Contractor fails to develop or participate in such apprentice or training programs, its failure to meet the goals set forth herein will be presumed to be noncompliance with these requirements.

Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to union and training programs and requesting their cooperation in assisting the Contractor in meeting its equal employment opportunity obligations, by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, and other similar items, by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's equal employment opportunity policy on bulletin boards accessible to all employees at each location where work under this contract is performed.

Review, at least annually, the Contractor's equal employment opportunity policy and affirmative action obligations under this requirement with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general fore persons, etc., prior to the initiation of work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to, and discussing the Contractor's equal employment opportunity policy with, other contractors and subcontractors with whom the Contractor does or anticipates doing business.

Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures, and tests to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or marital status.

Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other similar activities.

Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under this requirement are being carried out.

Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.

Send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this requirement and post copies of the notice in conspicuous places available to employees and applicants for employment.

P. Conduct a review, at least annually, of all supervisor's adherence to, and performance under, the Contractor's equal employment opportunity policies and affirmative action obligations.

7. CONTRACTOR ASSOCIATIONS – Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations. The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling one or more of its obligations under this requirement provided that the Contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

8. TRANSFER OF MINORITY OR FEMALE EMPLOYEES – Through implementing the affirmative actions set forth above and the contractor's other efforts to ensure equal employment opportunity, the Contractor shall make every effort to employ minorities and women throughout the life of the contract. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be in violation of the contract.

9 CREDITING NONWORKING TRAINING HOURS TOWARD EMPLOYMENT

GOALS – In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by either the United States Department of Labor, the New York State Department of Labor or the New York State Department of Transportation and appropriate for utilization on New York State Department of Transportation projects.

10. REQUIRED RECORDS –

- A. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the Contractor's equal employment opportunity policy is being carried out and to keep records. The records shall include the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed for each employee. Records shall be maintained in an understandable and retrievable form. To the extent that records kept by the Contractor for other purposes satisfy the requirements of this paragraph, the Contractor need not maintain separate records.
- B. The Contractor shall submit monthly employee utilization reports to the Engineer on forms prescribed by the Department. Records of the total employee utilization from the start of the contract up to and including the month being reported shall be submitted with each monthly report. For the purpose of these reports, the hours of female employment and training and the hours of minority employment and training shall be separately calculated. All females, whether minority or non-minority, shall be calculated within the hours of female employment and minority females shall not be used in the calculation of hours of minority employment.
- C. For the purpose of the reports required above, the employment and training hours worked by each person may only be used once in any one month and the Contractor is cautioned that it may not discriminate against minority females in connection with attaining its affirmative action goals under this requirement.
- D. All records required by this Section must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department or the Director, EODC.

11.GOALS NOT TO BE USED TO DISCRIMINATE – The Contractor shall not use the goals or affirmative action requirements to discriminate against any person because of race, color, religion, sex, national origin, age, disability, or marital status.

12. OFFICE OF CONTRACT COMPLIANCE AND MINORITY AND WOMEN – OWNED BUSINESS ENTERPRISE – The Contractor will comply with any procedures and guidelines established by the Director of the Office of Contract Compliance and minority and Women-Owned Business Enterprise (hereinafter the Director of the Office of Contract Compliance) under the authority of New York State Governor’s Executive Order 21, issued August 3, 1983 (hereinafter Executive Order 21) and will comply with any rules, regulations and orders of the Commissioner as may be promulgated pursuant to or under the authority of Executive Order 21, or other applicable law or order.

13. AVAILABILITY OF CONTRACTOR’S RECORDS – The Contractor will furnish all information and reports as may be required by the Director of the Office of Contract Compliance under the authority of Executive Order 21, or by rules, regulations and orders of the Commissioner as may be promulgated under or pursuant to Executive Order 21, and will permit access to its books, records and accounts by the Department or the Director, EODC for purposes of investigating compliance with these requirements and such rules, regulations, orders, procedures and guidelines.

14. ENFORCEMENT – In order to determine whether the Contractor has complied with the requirements, the Department may proceed by order to show cause, compliance conference, hearing or any other lawful procedure upon due notice in writing to the Contractor. In the event the Department finds that the Contractor has failed to comply with these requirements, this contract may be cancelled, terminated, or suspended in whole or in part in accordance with the procedures authorized in Section 102-17 of the New York State Standard Construction Specifications and Section 40 of the Highway Law, and the Contractor may be declared ineligible for further New York State government contracts or construction contracts, and such other sanctions may be imposed and remedies invoked as provided under the authority of Executive Order 21 or by rule, regulation, or order of the Commissioner, or as otherwise provided by law.

15. CONTRACTOR’S RESPONSIBILITY REGARDING COLLECTIVE BARGAINING AGREEMENT – Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor’s obligations under these requirements, any rules and regulation of the Commissioner, or the rules, regulations, procedures and guidelines promulgated or established pursuant to Executive Order 21.

16. APPLICABILITY TO SUBCONTRACTORS – The Contractor will physically include this document. Equal Employment Opportunity Requirements, as part of every subcontract or purchase order unless exempted by rules, regulations, or orders of the Commissioner, pursuant to Executive Order 21, and such requirements shall be binding upon each subcontractor, service provider, or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; PROVIDED, HOWEVER, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of any provision or direction issued pursuant to these requirements or by the Department, the Contractor may request the State of New York to enter into such litigation or dispute to protect the interests of the State of New York.

17. EQUAL EMPLOYMENT OPPORTUNITY OFFICER – The Contractor will designate and make known to the Department an Equal Employment Opportunity Officer (EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

18. COMPLAINTS OF ALLEGED DISCRIMINATION – The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his or her avenues of appeal.

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

GENERAL CONDITIONS

1. GENERAL

The General Provisions, as established in Section 100 of the most recent edition of the New York State Department of Transportation (NYSDOT) Standard Specifications, shall apply except as modified by the Special Provision, Special Notes or any other of these Contract Documents.

Definitions. The terms and definitions of Section 101 of the NYSDOT Standard Specifications shall apply except the following shall be added:

Track Foremen/Inspector – The coordinator of the track work and train operations (To be determined by Owner and Operator).

Engineer – The Engineer or authorized representative will act as Agent for the Erie County Industrial Development Agency.

Owner – Erie County Industrial Development Agency
95 Perry Street Suite 403
Buffalo, New York 14203
(716)-856-6525

Railroad Operator - Buffalo Southern Railroad
8600 Depot Street
Eden, NY 14057

V.P. Operations (Emergencies) Bert Feasley – 716.818.2588

Although bid items are separated for convenience, proposals must include bids for all Bid items. The successful Bidder will be the low overall acceptable Bidder and only one Contract will be awarded for this work. Whenever in this document the gender term of he; his; himself” are used, it shall also be construed to mean ‘she; her; herself”.

Wherever the term “Engineer” is used in this document it means the Engineer(s) of the Owner or such other person as the Owner or Engineer may designate (in writing addressed to the Contractor) as his authorized representative. All correspondence or communications directed to the Owner and in any manner relating to, or affecting, the obligations of either the Contractor or the Owner under this Agreement **MUST BE ADDRESSED DIRECTLY TO THE ENGINEER.**

All directions, explanations and instructions referred to in or required by this Agreement will be given by the Engineer. The Contractor may at any time require any instructions to be stated in writing. It is also agreed that the functions and powers of any Assistant Engineers and Inspectors designated as Engineer’s representatives are limited to the monitoring of the Contractor’s operations in executing the work pursuant to this Agreement, and that no authority is given the said Assistant Engineers or Inspectors to make, permit or authorize and they are hereby expressly prohibited from making, permitting, or authorizing any alternations, changes or departures in or from the terms and provisions of this Agreement or said Contract Plans and Specifications, unless determined appropriate by the Owner.

2. WORK AFFECTING RAILROADS

Because of railroad involvement, the Contractor's attention is directed to Section 105-09, WORK AFFECTING RAILROADS, in the "Standard Specification, Construction and Material Publication of the New York State Department of Transportation", current version, as amended, and as supplemented herein. With the respect to the use of a flagman, the Contractor is advised that the purpose of a railroad flagman is to protect rail operations from the Contractor's activities occurring on this project. It is therefore up to the sole discretion of the railroad representative (Project or Field Engineer, or Construction Inspector) when a flagman is necessary. Generally one or more flagmen will be required where an active track is/ or may be fouled by the Contractor's equipment and/ or personnel. A active track is generally considered to be fouled when personnel and/ or equipment are within fifteen feet (15) of center of track. A track is also considered fouled when equipment which is more than fifteen feet from the center of track may infringe upon this fifteen foot area due to operator error or equipment failure.

3. EXISTING UTILITIES/COORDINATION

Prior to commencement of work under this Contract, the Contractor shall determine the exact location of all electric, gas distribution, transmission lines, storm and sanitary sewer lines within the work site(s); and shall instruct personnel concerning these and shall take all appropriate safety steps to ensure that these lines are protected from contact or physical damage during the Contractor's operations. The Contractor shall determine the exact location of all underground and overhead utilities in the area by contacting the appropriate owners.

All existing utilities, whether public or private, shown on the Contract Plans or not, shall be maintained in proper working order by the Contractor, Any damage caused by construction work shall be the sole responsibility of the offending Contractor to repair, replace or otherwise return to service as soon as possible to the satisfaction of the utility owner.

Field stakeout of existing underground utilities required within the project limits shall be accomplished by the utility owner provided the Contractor notifies the proper authorities in advance of any excavation, probing or construction activities.

Utilities requiring relocation or removal for work to begin or progress shall be planned and coordinated with the respective owner in accordance with the necessary prior notification requirements for each respective utility.

The Contractor shall investigate and satisfy himself/herself that all utilities, above ground and underground, have been identified and coordination developed with its respective owner(s).

4. SAFETY

The Contractor shall be responsible at all times for the safety and protection of persons who may for any reason enter within the limits of the work site(s).

The Contractor shall comply with the appropriate provisions of law issued by the State of New York regarding the safety and protection of persons employed in construction work, and with Federal Railroad Administration (FRA) Railroad Workplace Safety Title 49 Part 214; Subparts A

– General, B – Bridge Worker Safety Standards, C – Roadway Worker Protection and D – On-Track Roadway Maintenance Machines and Hi-Rail Vehicles.

The Contractor shall perform all work in the *Contract* in a workmanlike manner with due regard to the safety of the employees and of the public.

The Contractor shall comply with the appropriate provisions of the Buffalo Southern Railroad On Track Safety, Health and Safety and Safety Handbook

Where a difference exists between such standards and rules and Title 29 Code of Federal Regulations, Part 1927, Safety and Health Regulations for Construction, the more stringent requirements shall apply.

The Contractor shall furnish and maintain, at his own expense, and the satisfaction of the Engineer, all requisite watchmen, lights, barricades, safeguard, fences and other facilities for the protection of the work, and the safety of the general public and of employees of the Railroad and of the Contractor. Precaution shall be exercised at all times for the protection of persons and property. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable laws or regulations.

5. GENERAL RAIL YARD WORK REQUIREMENTS

Hauling of materials or movement of equipment over any active track will not be permitted, except as approved and/or directed by the railroad, subject to the control the railroad stipulates.

It is the option of the Contractor to provide radios for supervisory personnel for direct communication between the Contractor's on-site project operations and the railroad(s) Dispatcher(s) and maintain these radios in good physical and operating condition for the term of the Contract.

All material and equipment when not in use shall be placed in areas where they will not constitute a hazard to railroad operations.

Previous to construction in any particular area, the Contractor shall ascertain the location of all underground utilities and waste pile monitoring equipment in the area by consulting the appropriate utility and/or property owner(s).

Should the Contractor damage any active railroad facilities (including the power and control cables), telephone, water, gas, sewer or public power lines, the Contractor shall arrange for the repair of the damages immediately. The Contractor shall contact these agencies to ascertain the exact location of their facilities. Such repair or replacement shall be performed at the Contractor's own expense and is to continue on a 24-hour basis until completed to the satisfaction of the engineer and the owning or operating agency.

The Contractor shall mark obstructions, excavations and, in general, all hazards located in the work areas with flashing lights and flags in such a manner that they are plainly visible at all times, day or night. Such lights and markings shall be serviced by the Contractor day and night

when winds are strong, visibility is low, and during rainfall and snowfall, to the satisfaction of the Engineer.

6. MAINTENANCE OF RAILROAD TRAFFIC/RAILROAD FACILITIES

The Contractor must conduct his work so as not to interfere with the operations of the railroad. The railroad will not issue any slow order restricting the speed of trains.

Should the Contractor damage any active railroad facilities (including power and control cables), telephone, water, gas, sewer or public power lines, the Contractor shall arrange for the repair of the damages immediately. Such repair or replacement shall be performed at the Contractor's sole expense and is to continue on a 24-hour basis until completed to the satisfaction of the Engineer and the owning or operating agency.

7. ORDER FOR CARRYING OUT THE WORK

Prior to beginning any physical construction work, the Contractor shall submit, for approval of the Engineer, all schedules, certificates of material compliance, samples, shop drawings, Engineering Drawings, circuit drawings and all the required data.

The Contractor's schedule of construction activities shall be so developed and coordinated with the railroad operations so that delays are kept to an absolute minimum. Requests *for* occupancy of track areas shall be coordinated and approved with the owning railroad(s)

The Contractor shall submit to the Engineer and appropriate NYSDOT representatives at least five days prior to starting work at any crossing, his schedule for work at that crossing. The Company reserves the right to limit the Contractor's operations to the number of locations deemed reasonable by the Owner.

The Contractor is responsible to notify the proper company agent at the start of each work day as to the location of construction activities.

8. CONTRACT PLANS

The Owner reserves the right to make any reasonable alterations it may deem necessary in the Contract Plans, in part or altogether, during the progress of the work without constituting grounds for any claim by the Contractor for payment or extension of Contract completion time, other than is provided for under this Contract.

The Contract Plans, Specifications and quantities noted thereon contain information relating to conditions that may be encountered in the proposed work, but such information is furnished by the Owner without expressed or implied guarantee as to its being complete or correct.

The Contractor shall assume all risks and responsibility and shall complete the work under whatever conditions encountered or created, without any extension of the Contract completion time or extra cost to the Owner.

The Contract Plans and Specifications are intended to complement and supplement each other. Any work required by either one shall be performed. Should any work be required which is not

noted in the Specifications or on the Contract Plans, but which is nevertheless necessary for the proper completion of the Project, such work shall be performed as fully as if it were described and delineated. The Engineer will make a determination as to whether such work is included in the prices bid for the various items, If a determination is made, that such work is not included in the prices bid for the various items, the procedures outlined in "Measurement and Payment", Section 109 of the Standard Specifications of the New York State Department of Transportation shall apply.

Figured dimensions on all scale drawings shall govern in laying out work, and no work shall be executed from dimensions obtained by scale except in the absence of dimensions and as approved by the Engineer. If any discrepancy is found between the Contract Plans and the Specifications, the requirements of the Contract Plans shall govern unless otherwise decided by the Engineer. If a discrepancy exists between any of the applicable Specifications listed hereinafter and the Special Provisions, the requirements of the Special Provisions shall govern. The Engineer shall have the right to correct apparent errors or omissions in the Contract Plans and Specifications and to make such interpretations as deemed necessary for the proper fulfillment of the intent of the Contract Plans and Specifications.

9. VARIATIONS

Undetermined conditions may require a variation. Minor variations in the lump-sum items of work shall not constitute extra work and no extra payment will be allowed therefore. If the actual quantity of any major item overruns or under-runs the original bid quantity by more than twenty-five percent (25%) of such original bid quantity, an increase or decrease in the Contract unit price may be authorized by the Engineer in accordance with these provisions. (A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total Contract amount, computed on the basis of the Proposal quantity and the Contract unit price.) Revised Contract unit prices pertaining to overruns of Contract items will be applicable only to that portion of the overrun which is in excess of twenty-five percent (25%) of the original bid quantity. Revised Contract unit prices pertaining to under-runs of Contract Items will be applicable to the entire quantity of the affected Contract item. Work under all items in the Contract must be carried out to meet the field conditions to the satisfaction of the Engineer and in accordance with his/her instructions and the Contract Specifications.

The Contractor assumes all risk of variance in any computation or statement of amounts or quantities necessary to complete the work required by the Contract by whomsoever made, and fully complete said work in accordance with the Contract Plans and Specifications for the price bid.

10. SUPPLY OF DOCUMENTS

The Contractor is responsible to produce one (1) copy of the Contract Plans and Documents and shall be kept at all times at the project site by the Contractor. The Owner will not supply the Contractor with the copies of the Contract Plans and the Contract Documents.

11. PROGRESS SCHEDULE

The Contractor shall, within five (5) calendar days after the date of written notice of award of Contract, furnish to the Engineer a progress schedule described herein below showing the times intended by the Contractor for commencing and completing the various elements included in the Project.

The schedule must meet with the Engineer's approval before work will be permitted to begin. If the initial schedule is not approved, the Contractor shall make revisions as required and resubmit such schedule until approved. The schedule may be modified from time to time during the course of construction, as directed or approved by the Engineer. When activities fall behind schedule, the Engineer may order the Contractor to increase the working force and/or construction plant, employ additional shifts, and take other steps on certain portions of the work to place the Contract on its original schedule if specifically requested by the Engineer for a particular phase(s), the Contractor shall also indicate the quantities, equipment and labor force which Contractor intends to use for that phase(s).

The schedule shall consist of a bar chart that clearly shows the sequence of work in the various areas of the work and the period of time needed to complete each work operation by the completion time stipulated in the Contract. Space shall be provided to show actual work progress. The schedule shall show an overall composite of the Contract work and separate detailed schedules for: Contract Administration Phase, Procurement Phase; and Construction Phase.

Three (3) copies of this updated chart, together with a written explanation of any deviations from the schedule shall be transmitted to the Engineer on the first business day of each month.

The requirements of this paragraph shall apply unless the Special Provisions require the Contractor to provide Critical Path Method (*CPM*) schedule of his work.

12. LINES AND GRADES

The Contractor assumes full responsibility for keeping alignment and grades, and shall at all times furnish appropriate facilities to the Engineer for checking such lines and grades and for making all necessary measurements.

The Contractor shall, at his/her own expense, establish all working or construction lines and grades as required, in accordance with the Contract Plans and shall be solely responsible for the accuracy thereof.

The Contractor shall, if necessary, re-establish any survey required to properly locate the project work area. The Contractor shall furnish, at his/her own expense, all stakes, pins, templates and such temporary structures as may be necessary for marking and maintaining points and lines for the work.

The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established by the Contractor as well as baseline stakes established by the Engineer, re-establish same if disturbed, and bear the entire expense of rectifying work improperly installed

due to not maintaining or protecting, or for removing without authorization, such established points, stakes and marks.

All work under the Contract shall be built in accordance with the lines and grades shown on the Contract Plans, or established by the Engineer.

The Contractor shall be responsible for the accuracy of his/her work and shall maintain all reference points, stakes, etc. throughout the life of the Contract. Damaged or destroyed points, bench marks or stakes, or any referenced points made impassible by the progress of the construction shall be replaced or transferred by the Contractor before they are damaged or destroyed. All control points shall be referenced by ties to acceptable objects and recorded. Any alterations or revisions in the ties shall be so noted and the information furnished to the Engineer immediately. All stake-out survey work shall be referenced to the baseline shown on the Contract Plans.

All computations necessary to establish the exact position of the work from control points, shall be made and preserved by the Contractor. All computations, survey notes and other records necessary to accomplish the work shall be neatly made.

Such computations, survey notes and other records shall become the property of the Owner and delivered to the Engineer not later than the date of acceptance of the Contract.

All existing stakes, iron pins, survey monuments or other markers defining property lines which may be disturbed during construction, shall be properly tied in to fixed referenced points before being disturbed and accurately reset in the proper position upon completion of the work.

13. APPROVAL OF SOURCES OF SUPPLY OF MATERIALS

The sources of supply of each of the materials required shall be approved by the Engineer before delivery is started, Representative preliminary samples may be submitted by the Contractor, producer or supplier for inspection of tests. The results obtained from testing such samples may be used for preliminary approval but will not be used as a final acceptance of the materials. All materials proposed to be used may be tested at any time during their preparations and use if, after trial, it is found that sources of supply which have been approved do not furnish a product of uniform quality, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from another source at no additional cost to the Owner.

14. APPROVAL AND ACCEPTANCE OF MATERIALS

Samples of all materials for test upon which is to be based the acceptance or rejection, shall be taken by the Engineer or authorized representative at the discretion of the Engineer. Materials may be sampled either prior to shipment or after being received at the place of construction. All sampling, inspection and testing shall be done in accordance with the methods hereinafter prescribed.

The Contractor shall provide such facilities as the Engineer's representative may require for conducting field tests and for collecting and forwarding samples. The Contractor shall not use or incorporate into the work any materials represented by the samples until tests have been made and the material found to be acceptable. Only materials conforming to the requirements of these

Specifications and which have been approved by the Engineer shall be used in the work. Any material which, after approval, has for any reason become unfit for use shall not be incorporated into the work.

15. METHODS OF SAMPLING AND TESTING

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under these Specifications shall be in accordance with the latest ‘Standard Specifications for Highway Materials and Methods of Sampling and Testing’ of A.A.S.H.T.O. Sampling and testing of materials not covered by A.A.S.H.T.O. Specifications and not otherwise provided for, shall be in accordance with the latest “Standards and Tentative Methods of the A.S.T.M.”

Except as otherwise specifically stated in the Contract, cost of sampling and testing will be divided as follows:

- a. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the Project by the Engineer;
- b. The Contractor shall assume all cost of retesting materials which fail to meet Contract requirements;
- c. The Contractor shall assume all cost of testing materials offered in substitution of those found deficient.

16. CERTIFICATES OF COMPLIANCE

Certification of compliance with the requirements of these Specifications will be required from the manufacturers or producers of certain products, proposed to be furnished, listed elsewhere in these Specifications.

Any product, for which the prescribed materials certification or satisfactory test results have not been submitted and accepted, shall not be incorporated in the work without the specific written authorization of the Engineer. Such authorization, however, shall not relieve the Contractor from any obligation under the terms of this Contract.

The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor’s bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor’s risk, until the required samples or certificates have been approved in writing by the Engineer.

Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time. Each sample submitted by the Contractor shall have a label giving the name of the Contractor, the project for which it is intended, and the name of the producer, The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place or origin, the name and address of the producer and all Specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or

equipment furnished for use in the project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as deemed necessary in each instance and may reject materials and equipment and accessories which fail approval. If materials, equipment and accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure and reparation by the Contractor as is equitable.

No payment will be made for any item until the prescribed materials certification or satisfactory tests results have been submitted by the Contractor and accepted by the Engineer.

The Owner reserves the right, however, to amend or to waive any of these requirements (testing or certification of compliance) prior to or after the award of the Contract and also reserves the right to test any other material not listed above.

Any certificates required for demonstrating proof of compliance of materials with Specification requirements shall be executed in three (3) copies, each individually signed. Each Certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and location, and the quantity and date or dates of test to which the reports apply. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material; if, after tests are performed on selected samples, the material is found not to meet the specific requirements, the material will be rejected.

17. STANDARD PUBLICATIONS

Whenever a reference is made in the Specifications to a Federal Specification, to an ASTM, AASHTO, ANSI, or a publication of an association of like import, it shall be understood that such reference is intended to refer to the edition of such publication in reflect on the date the Contract Documents are made available for bidding.

18. CLEANING UP AND RESTORATION

The site(s) of the work and adjacent areas shall be kept as free from material, debris, coffee cups, and other rubbish as is practical. All coffee cups, rubbish, debris and surplus material that may accumulate during the work must be removed by the Contractor as the work progresses. Any material, debris, coffee cups or other rubbish which, in the opinion of the Engineer, constitutes a nuisance or is objectionable shall be immediately removed by the Contractor upon notice to do so.

All temporary structures, equipment, materials, implements, barricades, signs, debris and rubbish connected with or caused by the work shall be removed immediately upon the completion of the work, and the premises shall be left in perfect condition insofar as affected by the work.

Any existing and/or finished construction, damaged as a result of the work of this Contract, shall be repaired and/or restored to the satisfaction of the Engineer, without added cost to the Owner.

The Contractor shall neatly pile, store and protect all materials in locations on the premises where approved and directed. During work operation all refuse and debris shall be removed daily and the areas left clean.

All tools, appliances, materials and equipment shall be removed from the premises, by the Contractor, as soon as possible upon completion of the work of this Contract.

The Contractor shall daily remove from the work site(s) all rubbish or debris resulting from operations and dispose of it in conformity with local and State ordinances and/or laws, No burning of any brush, rubbish or other material will be permitted.

Prior to final acceptance, all work done by the Contractor shall be cleaned up and the premises occupied by the work left in a neat and orderly condition, satisfactory to the Engineer.

19. SUBSTANTIAL COMPLETION

The work shall be deemed substantially complete when in the opinion of the Engineer (whose judgment shall be conclusive) so much thereof has been completed in accordance with the terms of the Contract Documents that the Owner may occupy the site of the work purpose of which they are intended. Upon such substantial completion the Engineer shall issue a Certificate of Substantial Completion. The issuance of this Certificate shall not relieve the Contractor from its obligation hereunder to finally complete all of the work of the Contract.

The work remaining to be completed after substantial completion for the Contractor to full fill its obligations to fully complete the Work in accordance with the Contract shall be known as the "Remaining Work", The Remaining Work shall generally be limited to minor defects or omissions ("Punch List Work"). However, the Engineer may include as part of Remaining Work, work which would ordinarily be required for substantial completion. Nothing herein, however, shall diminish the right of the Engineer to determine what is necessary for substantial completion in accordance with the first paragraph of this Article.

The Engineer shall advise the Contractor of the time required to complete Punch List Work and the time required to complete all other Remaining Work. Failure to complete any Remaining Work other than Punch List Work will result in the Contractor being liable for liquidated damages as set forth in Section 108-03 of the NYS Standard Specifications. As an additional remedy for such failure, and not in lieu of liquidated damages, the Owner may complete the Remaining Work including Punch List Work, either by its own forces or by other Contractors. The Contractor shall be entitled to payment according to the Contract Price upon such completion, subject however to the Owner's right to reimbursement for its cost of payments due the Contractor, and if such costs exceed the amount due the Contractor, the Contractor shall pay such excess to the Owner. The Owner's entitlement to such reimbursement shall in no respect relieve the Contractor of its obligation to timely complete the Remaining Work.

Upon substantial completion, the Contractor shall remove its tools, materials and equipment from the job site unless otherwise authorized in writing by the Engineer.

20. FINAL INSPECTION

Upon completion of the work under this Contract and when cleanup is accomplished as provided in the preceding paragraph, a final inspection of the same will be made. If the work is not found satisfactory, the Engineer may require repairs, adjustments and further cleaning; when these are completed the work will again be inspected.

The Contractor is not released from obligations under this Contract until the final inspection of the entire work has been made and the Engineer is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements and intent of the Plans and Specifications.

21. FINAL PAYMENT

When all work required under the Contract has been completed and, in the opinion of the Engineer, is ready for final acceptance by the Owner, a final certificate of cost of the project will be made by the Engineer, based on the actual as-built quantities of authorized work done under each item scheduled in the various schedules in the Proposal and under Supplemental Agreements, if any, at the lump-sum and unit price or prices stipulated therein.

The money due to the Contractor for the construction of the project (as determined by the final certificate) will be paid when the following conditions shall be satisfied:

- a. The final certificate is approved;
- b. Deduction has been made of previous payment on account and any amounts of liquidated damages, if any, assessed against the Contractor have been paid;
- c. There shall be no outstanding claims against the Contractor filed with the Owner;
- d. The Contractor shall have paid all due obligations and shall have furnished, when directed by the Engineer, receipted bills or other satisfactory evidence that all obligations incurred by him/her and by his/her subcontractors in carrying out the project have been satisfied; and
- e. The Contractor shall execute and deliver a release substantially in the following form:

“In consideration of the above payment, (I) (we) hereby release the Owner and its officers, agents, and employees from all claims, demands and liability of whatsoever nature for anything done or furnished or in any manner growing out of the performance of the project.”

The acceptance by the Contractor of payment of the final certificate shall operate as and shall be a release to the Owner and its agents from all claims of, or liability to, the Contractor for anything done or furnished or omitted to be done or furnished for or relating to the project, or any act or neglect of the Owner or any person relating thereto.

22. BRANDS OR APPROVED OTHER

When in the Plans and Specifications, a particular brand, name of manufacturer, make of material, device or equipment is shown or specified such material, device or equipment is to be regarded merely as a standard of comparison. Any other make or brand, which, in the opinion of the Engineer, is equal to that specified in quality or workmanship and will perform its intended purpose as that specified, will be accepted.

23. SITE RESTRICTIONS AND SAFETY DURING CONSTRUCTION ACTIVITY LIMITATIONS ON CONSTRUCTION

The following restrictions shall apply at all times for construction work:

- a. When jacking or tunneling under any railroad tracks, temporary track supporting structures shall be installed at the direction of the Railroad or duly authorized representative.
- b. The crossing over of railroad tracks by Contractor's equipment, without benefit of protection by flagman and protection of the ties and rail, will not be permitted.
- c. Construction alongside an occupied railroad track will not be permitted without the written permission of the Railroad or Representative.

24. SUBCONTRACTORS

The Contractor shall submit for approval a list of subcontractors showing the work assigned to each, and no subcontract for any part of the work shall be awarded to any party not acceptable to the Engineer and approved by him. Such approval shall not release or relieve the Contractor from any of his obligations and liabilities under this contract. Upon written request of the Engineer, the Contractor shall terminate employment on this work of any subcontractor who shall, in the opinion of the Engineer, fail to perform the work undertaken by him in a satisfactory manner and appropriate provisions to this effect shall be incorporated, by reference in all subcontracts and the Contractor shall furnish to the Engineer a written statement, properly endorsed by the subcontractor in question, that this has been done, before any subcontractor shall begin work.

25. NOTICE

Any notice to be given by the Owner to the Contractor under this contract shall be deemed to be served if the same be delivered to the person in charge of the office used by the Contractor, or to his representative at or near the work, or deposited in the Post Office, postpaid, addressed to the Contractor at his last known place of business.

26. REPORTING ERRORS AND DISCREPANCIES

Before starting the work, the Contractor shall examine and compare the plans and specifications and shall report to the Engineer, any errors or discrepancies found therein. If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality or any applicable building codes or ordinances, or any errors or omissions in plans or in the layout as given by said points and instructions, it shall be his duty to inform the Engineer immediately, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized by the Engineer and the Owner, will be done at the Contractor's risk.

27. AUTHORITY OF ENGINEER

The Engineer is authorized to reject or condemn all work or material which does not conform to this contract.

28. CHANGE OF FACILITIES OF OTHERS

If in the conduct of the work, any temporary changes or alterations in water, oil or gas pipelines, sewers, drains, conduits, fences, trolley tracks, electric line or power lines, telephone or telegraph or other wires, poles, etc. of others are necessary, for the convenience of the Contractor for the performance of the work, the responsibility for making such changes will rest with the Contractor unless otherwise provided elsewhere in this AGREEMENT; and he shall arrange for such changes to be made at his own expense.

If such changes are of a permanent character and made necessary solely by the improvement itself and not incident to the performance of the work, then, in that case, such changes will be arranged for by the Railroad or others without cost to the Contractor, except changes shown on the plans will be made by the Contractor under this AGREEMENT.

29. RIGHTS OF VARIOUS INTERESTS

Wherever WORK being done by RAILROAD forces or by other contractors is contiguous to WORK covered by this contract, the respective rights of the various interests involved shall be established by the RAILROAD, to secure the completion of the various portions of the project in general harmony.

30. ORDER OF COMPLETION & USE OF COMPLETED PORTIONS

The Contractor shall complete any portion or portions of the Work in such order of time as the Railroad may reasonably require. The Railroad shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the time for completing the entire Work or such portions thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of the Work so taken or used or any part thereof.

Contractor acknowledges that certain Work under this Agreement must be done "under traffic", that he has made allowances in the prices bid for delays due to traffic, and that no claim for additional monies will be made as a result of such traffic delays.

31. REMOVAL OF EQUIPMENT

Upon completion of the Work, or in case of annulment of this contract before completion for any cause whatever, the Contractor, if notified to do so by the Sponsor, shall promptly remove any part or all of his equipment, material, tools and supplies from the property of the Railroad, failing which the Sponsor shall have the right to move such equipment, material, tools and supplies at the expense of the Contractor.

32. CHARGES AGAINST CONTRACTOR

The Sponsor shall have the right to apply any sums due or to become due to the Contractor under this contract, to payment of any liabilities of the Contractor, or of any Subcontractor, for freight charges, rental of equipment, furnishing labor, materials or supplies, or for any other charges originating from this contract.

33. WITHHOLDING OF PAYMENT

If the Contractor fails to meet and pay all of his just obligations outstanding for labor, materials or supplies at the time when an estimate for payment is due him, or if any liens, claims or demands arising out of or in connection with the Work or its performance shall be outstanding at the time any payment may be due or is likely to be made thereafter, or if any claims arising out of or in connection with the Contractor's operations under this contract are made against the Railroad by any other person than the Contractor, or, if in the opinion of the Chief Engineer, the Contractor is not proceeding with the Work in accordance with the provisions of this contract, the Sponsor shall have the right to withhold out of any payments, final or otherwise, such sums as the Chief Engineer may deem ample to protect it against any delay or loss or to assure the payment of just claims of third persons, and at its option, as agent for the Contractor, to apply such sums in such manner as the Chief Engineer may deem proper to secure such protection or to satisfy such claims. Such application shall be deemed payments for the Contractor's account. The Chief Engineer may withhold payments to the Contractor on account of the failure of the Contractor to fully comply with any requirement of this contract.

34. EXAMINATION & AUDIT

The Contractor shall:

- (A) During the effective term of this Agreement and for three (3) calendar years after final payment is made to the Contractor under this Agreement, or such longer period as maybe required for final disposition of the items mentioned in subsection (C) below, establish and maintain relevant books records, payroll records, receipts, documents, papers, and any other data or information which support and substantiate the charges made to and payments received from the Sponsor under this Agreement.
- (B) During this time, unless a longer period of time is required in order to comply with subsection (C) below, the Owner or its duly authorized representatives shall have access to and the right to examine any relevant books, records, documents, papers, receipts, and any other data or information of the Contractor relating to this Agreement.
- (C) With respect to (1) litigation or the settlement of claims arising out of performance of this Agreement, or (2) charges by the Contractor to which the Owner takes exception, Railroad's right of access and examination, as well as the duty of the Contractor under subsection (A) above, shall continue until disposal of such litigation, claims or exceptions.

Contractor shall furnish the Owner, if required, such itemization or subdivision of all sums for which it bills the Owner for Work done under this Agreement as may be reasonable for accounting or other purposes.

35. ADJUSTMENTS OF DISPUTES

It is agreed that the decision of the Engineer shall be final and conclusive in any dispute which may arise between the parties to this Agreement relative to or touching the same.

Notwithstanding, the preceding sentence and the provisions of this contract, the Contractor shall have the right to invoke the arbitration provisions contained in Section 52 of this Agreement in order to resolve any dispute arising out of this Agreement, the interpretation of the provisions thereof or the exercise of discretionary or subjective authority of the Engineer hereunder.

36. DISPUTE RESOLUTION

In the event of any action at law or equity arising out of or relating to this Agreement, the parties agree that the exclusive venue of any such action shall be in courts sitting in the County of Erie, State of New York and the parties irrevocably consent to the jurisdiction of such courts.

37. ANNULMENT WITHOUT FAULT OF CONTRACTOR

The Owner shall have the right at any time, for reasons which appear good to it, to annul this contract upon giving written notice to the Contractor, in which event, the Contractor shall be entitled to the full amount of the estimate for the Work done by him under this contract up to the time of such annulment including the retained percentage. The Contractor shall be reimbursed by the Owner for such expenditures as in the judgment of the Chief Engineer are not otherwise compensated for, and as are required in preparing for and moving to and from the Work; the intent being that an equitable settlement shall be made with the Contractor.

38. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective on the date the State of New York, after having entered into an Agreement with the Owner for the Work shall give its approval to this Agreement. The parties understand hereto that the approval by the State of New York is a condition precedent to this Agreement between the Contractor and the Owner.

39. REQUIRED COUNTY OF ERIE CLAUSES

In recognition of the use of County of Erie monies in funding this project, the Contractor and the Owner agree to observe and be bound by the required contract clauses and affirmative action requirements annexed to this Agreement as in Appendices. This Agreement shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of the parties respectively.

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

SPECIAL NOTES

SPECIAL NOTES

The intent of this contract is to provide all the necessary services, material, equipment, labor and superintendence necessary to perform the earthwork, grading and track construction work in accordance with these Contract Documents, and the Standards of the New York State Department of Transportation, the Federal Railroad Administration the South Buffalo Railway, the American Railway Engineering & Maintenance of Way Association, the County of Erie, and the Erie County IDA.

Work Criteria

The Contractor is hereby advised that this Contract will be let, awarded and constructed in accordance with the latest edition and revisions thereto of the following documents:

- a. "Standard Specifications Construction and Material" New York State Department of Transportation (NYSDOT) Design and Construction Division, (current edition).
- b. "Code of Federal Regulations, Title 49, Part 213, Subpart A to F (Class of Track 1-5), Federal Railroad Administration Office of Safety (FRA), "Track Safety Standards" (current edition). The Track Safety Standards are referenced only as it pertains to work performed on active track that must be returned to service prior to completion of work. For this project use FRA Class 1 Track Safety Standards.
- c. "The Manual for Railway Engineering" (Fixed Properties) The American Railroad Engineering and Maintenance-of-Way Association (AREMA current Edition).
- d. The General Railroad Notes in the Contract Plans and the Contract Plans.
- e. The Contract Project Specifications

Contractor Qualifications

Prospective bidders are hereby advised that in the event they are the low bidder, they may be requested to submit to the **Erie County Industrial Development Agency**, hereafter called the "Owner", the following data:

1. A tabulation of the jobs performed by the Bidder during the last five (5) years that required railroad track work, construction and/or maintenance and including the following data: Contractor status (prime or sub), general scope of and dollar amount of work and the identity of the individual who accepted these projects.
2. A resume of experience for the key personnel who would be in charge of construction on the project and be at the work sites daily during the performance of the work. A minimum of 5 years of continuous railroad track work is required and the identity of the individual who accepted these projects.

3. A listing of equipment, tools and vehicles which will be available and utilized during the performance of the work.

The Contractor is reminded of the provisions of Section 103-01, Award of Contract of the General Provisions of the NYSDOT Standard Specifications.

Work Site Inspection

An inspection of the work sites must be made. A Pre-Bid Meeting will be scheduled and attendance is encouraged. In any case, prospective bidders may be required to sign release forms with the property owner(s) prior to the start of any site inspection.

Access to Sites

The access to the site is via the railroad rights-of-way as specified in the plans or as directed by the Owner or Operator.

General Railroad Traffic

The **Buffalo Southern Railroad** operates the rail line on a continuous basis. The Contractor shall typically have use of the Main Track as follows:

Working from MP 7 to MP 32.9

Monday, Tuesday, Wednesday, Thursday and Friday 7:00 A.M. - 5:00 P.M.

Working from MP 2 to MP 7

Monday, Tuesday, Wednesday, Thursday and Friday 7:00 A.M. - 3:00 P.M.

However the Railroad reserves the right to operate freight service to meet shipper demands, as required.

Please note the following passenger trains will run on these weekend dates:

- Buffalo Rail Fan Trips – September 16, 17 from Hamburg to Buffalo to Eden and return, 3.5 to 4 hours
- Zittels – October 7, 8, 14, 15, 21, 22 from Zittels to Water Valley and return, 1 to 1.5 hours.
- Veterans Day Trips – November 11, 12 from Hamburg to Eden and return, 1 to 1.5 hours.
- Santa Trips – December 2, 3, 9, 10, 40 minute round trip

Coordinating Work with Railroad

The Contractor shall coordinate all work with the Owner as required. The Contractor shall expedite all repairs and shall include in their bid the cost for on-track safety (including flagman).

The railroad will be providing for the cost of on track safety on the BSOR. The Contractor shall reimburse the cost for any flagman needed.

Special Notes

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

Each day at the start of work, employees will sign in at an on track safety job briefing. The briefing will set up work limits when track must be clear if required. Any additional flagman that the Contractor requires will be reimbursed to the railroad.

The Contractor shall not waste excavated materials on any railroad land (except where designated), or other land without written consent of the Owner

Work Train Service and Demurrage

Work Train service can be made available to the Contractor, if necessary, to facilitate the distribution and pickup of materials associated with the completion of this project.

Work trains will be provided at a cost of **\$250.00** per engine hour (subject to a **\$750.00** minimum charge) to include two-man crew from **Buffalo Southern Railroad**. Time is to be computed from the time the engine is started until shut down or from the time the engine is diverted from its scheduled route to its return to the point of diversion. A demurrage flat rate of **\$100.00** per day for **Buffalo Southern Railroad equipment** (two 70 ton ballast cars, one flat car, one Jordan Spreader).

Engineering

The Contractor shall employ qualified surveying personnel for establishing grade and lines for excavation, and location of the switch points and other engineering requirements as directed by the Engineer.

Sequence and Speed of Work

The Contractor shall expedite all work to ensure the least impact possible on rail operations.

Salvage/Reuse of Materials

Contractor is advised that track components removed during construction including: rail, tie plates, joint bars, bolt sets, turnouts, frogs, etc., shall be reused or disposed of as indicated in the Contract Documents. The Contractor shall dismantle and store surplus material (when specified) neatly in accordance with the Contract plans and specifications or as directed by the Owner or the Engineer.

Inspection of Work and Records

The Contractor's work and records will be subject to inspection by the Owner, the Engineer, and/or NYSDOT personnel. As a result of such inspections, the Engineer may order additional and/or corrective work to be performed. Additional work will be paid for at the unit price bid.

The Contractor is to note that NO estimate will be processed without the following, submitted with, or prior to the estimate for payment:

Special Notes

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

- Certified payroll records up to the estimate period for both the Contractor and any subcontractors.
- All EEO and/or MBE/WBE records required under this contract supplied by the Contractor or subcontractors shall be up to date prior to the estimate being paid.

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

SPECIAL PROVISIONS

1. FORWARD

The work under this Contract includes, generally, the furnishing of all labor, materials and equipment, except as otherwise specified in the Contract Documents, necessary to construct and complete, in a substantial and workmanlike manner, the work set forth in these specifications, the Plans and other sections of the Contract Documents.

The Contractor shall furnish all implements, machinery, tools, equipment, plant, material and labor necessary or proper for the performance of the work, and shall furnish every necessary thing to make the work acceptable, complete and finished in every respect and ready for the purpose for which it is intended.

2. SITE OF THE WORK

The Contractor shall not enter or occupy with men, tools or materials, any private ground outside the property of the Owner, except with the written approval of said private property owner(s) and the consent of the Engineer.

The Contractor shall give written notice to **Erie County Industrial Development Agency's Chief Engineer** or his duly authorized representative not less than ten (10) business days in advance of any work by the Contractor, or any subcontractor, on railroad right-of-way in order that necessary arrangements may be made promptly to protect **Buffalo Southern Railroad** traffic.

Written notice by the Contractor shall be sent to:

Erie County Industrial Development Agency
Attn: Phil Riggs
95 Perry Street Suite 403
Buffalo, New York 14203
(716)-362-8375
priggs@ecidany.com

The plant, material storage areas, temporary construction work and all other operations shall be confined to available areas and directed by the Engineer.

3. GENERAL RAIL YARD WORK REQUIREMENTS

Hauling of materials over any active track will not be permitted, except as approved and directed by the Owner and Operator, subject to the control the Owner stipulates.

The Contractor shall mark obstructions, excavations and, in general, all hazards located in the work areas with flashing lights and flags in such a manner that they are plainly visible at all times, day or night. Such lights and markings shall be serviced by the Contractor day and night when winds are strong, visibility low, and during rainfall, to the satisfaction of the Engineer.

All material and equipment when not in use shall be placed in areas where they will not constitute a hazard to railroad operations.

Previous to construction in any particular area, the Contractor shall ascertain the location of all underground utilities and waste pile monitoring equipment in the area by consulting the appropriate utility owner.

Should the Contractor damage any active railroad facilities (including the power and control cables), telephone, water, gas, sewer or public power lines, the Contractor shall arrange for the repair of the damages immediately. The Contractor shall contact these agencies to ascertain the exact location of their facilities. Such repair or replacement shall be performed at the Contractor's own expense and is to continue on a 24-hour basis until completed to the satisfaction of the engineer and the owning or operating agency.

4. LABOR AND EQUIPMENT

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 in such work and properly and satisfactorily perform it and operate the equipment involved. Any person employed by the Contractor whom the Engineer may deem incompetent or unfit to perform the work shall be discharged at once, and shall not be employed again.

The Contractor shall use special care and vigilance to avoid damage to the trains, tracks, or other facilities of the railroad and shall conduct his/her work so as not to interfere with the movement of trains or other operations of the Owner. The Contractor shall not proceed with any work which might endanger or interfere with the movement of trains, operations, or other facilities until protection satisfactory to the engineer has been provided. If, in the opinion of the Engineer, trains, tracks, or other facilities are or may become endangered by the operations of the Contractor, he/she shall immediately do such work as may be ordered by the Engineer to restore safety and, upon failure of the Contractor to carry out such order immediately, the Owner may take whatever steps are necessary to restore safe conditions. The cost and expense to the Owner of restoring safe conditions or of any damages to the trains, tracks, or other facilities caused by the

Contractor's operations shall be charged to and paid by the Contractor or may be deducted from any amounts due, or which become due to the Contractor under this contract.

5. CONTRACTOR'S ACCESS, FIELD OFFICE AND PARKING AREAS

The Contractor shall be responsible for making all necessary traffic arrangements for vehicles beyond the work area boundaries.

The Contractor is advised that the Contractor's personnel will be required to park their personal vehicles, free of charge, in a remote area to be designated by the Engineer. The Contractor shall be responsible for transporting all personnel between the parking area and the work site.

6. MATERIALS TO BE CERTIFIED

The following is a listing of materials to be certified for conformance to the requirements of the Specifications, by the manufacturer or supplier or to the source of supply.

<u>Product</u>	<u>Remarks</u>
Ballast Material/Granular Materials/Concrete	Quarry/Plant/Supplier Certification
Switch Timber and Track Ties	Manufacturer's Certification
Rail Material/Products	Manufacturer's/Supplier's Certification

This certification list does not preclude further physical testing that may be otherwise required by these Specifications.

7. SUBLETTING OR ASSIGNING THE CONTRACT

The Contractor shall perform, with his/her organization (a), Contract work amounting to not less than fifty percent (50%) of the original total contract price, except that any items designated by the Owner as "Specialty Items (b)" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his/her own organization.

- a. "His/Her own organization" shall be construed to include only workmen employed and paid directly by the Contractor and equipment owned or rented by him/her with or without operators.
- b. "Specialty Items" shall be construed to be limited to work that requires specialized knowledge, craftsmanship equipment not ordinarily available in contracting organizations qualified to bid on the Contract as a whole and in general are to be limited to minor components of the overall Contract.

8. FAILURE TO COMPLETE WORK BEFORE SPECIFIED RESUMPTION OF RAILROAD OPERATIONS

For each full or partial calendar day past the specified time in which work needed to resume railroad operations remains uncompleted on **Active Track** or track removed from service for the contractor's convenience that otherwise would be Active Track, special liquidated damage in accordance with the Contract amount as specified in Time of Completion per full or partial calendar day will be deducted from any money due the contractor. The specified completion time will be the documented and mutually agreed to between the **Railroad and Contractor** for each individual Track Shutdown through-out the progression of work on this contract.

9. SANITARY CONVENIENCES AND FIRST AID

Sanitary conveniences for the use of all persons employed on the work shall be provided and maintained by the Contractor in sufficient number, in such manner, and at such places as such be approved. The Contractor shall prohibit the committing of nuisances on the site of the work. Any

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

employee found violating these provisions shall be discharged and not again employed on this Contract.

The Contractor shall provide such equipment and facilities as are necessary or required, in case of accident, for first aid service to any who may be injured in the progress of the work and shall have standing arrangements for the removal and hospital treatment of any employee who may be injured or who may become ill.

The Contractor must report immediately to the Engineer every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

TECHNICAL SPECIFICATIONS

ITEM 75675.0102 – TURNOUT REMOVAL

DESCRIPTION:

The work shall consist of dismantling and removing the existing turnout structure where indicated in the contract documents or where directed by the Engineer. The Engineer shall inspect and classify all materials as either fit or scrap material. Fit and scrap materials removed shall be stockpiled at designated areas or removed from site as directed by the Engineer.

MATERIAL:

None required.

CONSTRUCTION DETAILS:

Turnout Removal includes installation of straight rail to replace the mainline rail where the turnout has been removed. All rail for turnout removal to straight rail the mainline will be provided by BSOR. Refer to Item 75675.2216 Remove, Furnish and Install Jointed Rail for installation specifications.

The Contractor shall dismantle the turnout in an efficient and workman-like manner. Dismantled material shall become the property of BSOR and shall be stockpiled at sites as directed by the Engineer. Care shall be taken so as not to damage any material as it is removed. Flame cutting of bolts shall only be permitted with the Engineer’s/Owner’s approval.

Material to be dismantled includes: Rails, frog, switch points, heel blocks, guard rails, switch plates, slide plates with braces, flat plates, tie plates, switch stand and rods, timbers, anchors, spikes or other rail fastening devices, bolts/nuts/washers, and joint bars.

Final material classification and disposition shall be determined by the Engineer during the dismantling operation. Scrap quantities may increase due to additional defective rail classification by the Engineer.

Rail to be salvaged shall be stored in tiers with all heads up, in uniform lengths with 4 wood separators between each tier. Other salvaged track material shall be stacked neatly in separate stacks by type.

Upon completion of removing track or turnout structure, remaining roadbed shall be left level, free of any depressions or irregularity, which will create a safety hazard or prevent proper drainage.

METHOD OF MEASUREMENT:

The work under this item will be measured by the actual number of turnouts removed, stockpiled, and/or disposed of.

BASIS OF PAYMENT:

The unit price bid per each turnout removed shall include the cost of all labor, material and equipment necessary to complete the work. The installation of straight rail on the mainline is included in the cost for Turnout Removal.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75675.0102 Turnout Removal	Each

ITEM 75675.0103 – GRADE CROSSING SURFACE REMOVAL

DESCRIPTION:

The work shall consist of dismantling and removing the existing grade crossing surface where indicated in the contract documents or where directed by the Engineer. The Engineer shall inspect and classify all materials as either fit or scrap material. Fit and scrap materials removed shall be stockpiled at designated areas or removed from site.

MATERIAL:

None required.

CONSTRUCTION DETAILS:

The Contractor shall dismantle the existing grade crossing surface in an efficient and workman-like manner. Dismantled material shall be classified by the Engineer as either FIT material (reusable – to be stockpiled at sites as directed by the Engineer), or SCRAP material (to be stockpiled or removed from the site in accordance with the Contract Documents or as directed by the Engineer). Care shall be taken so as not to damage any material classified as FIT as it is removed. Flame cutting of bolts shall only be permitted with the Engineer’s/Owner’s approval.

Grade Crossing surfaces to be dismantled could include the following: Ballast, Timber & Asphalt, Elastomeric Interface and Asphalt, Timber, Composite, Full Depth Rubber, Concrete, or Nelson Chairs.

METHOD OF MEASUREMENT:

The work under this item will be measured by the actual number of track feet of grade crossing surface removed, stockpiled, and/or disposed of. Measurement will be taken along centerline of track.

BASIS OF PAYMENT:

The unit price bid per track foot shall include the cost of all labor, material and equipment necessary to complete the work. Actual track removal (removal of rail, ties and OTM) shall be paid for under a separate item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75675.0103 Grade Crossing Surface Removal	Track Feet

ITEM 75675.1500 - FURNISH AND PLACE BALLAST

DESCRIPTION:

The work shall consist of furnishing and placing stone ballast for the raising and surfacing of tracks, turnouts, track crossings and road crossings where indicated in the contract documents or where directed by the Engineer.

MATERIALS:

All stone ballast shall be composed of angular fragments of rock, reasonably uniform in quality, and having specified durability and wear resistance qualities. Screened gravel, crushed gravel, marble, sandstone, argillaceous limestone, argillaceous dolomite or crushed slag is not acceptable for use as stone ballast.

All physical requirements and limitations on deleterious materials for crushed stone ballast are listed in Table 1 and Table 2 of this specification.

Stone ballast shall be handled in such a manner that it is kept clean and free from segregation. Any stone which requires washing or scrubbing to insure cleanliness shall be washed at the quarry or crusher site. The gradation requirements of stone sizes shall conform to the enclosed Table, "Size Gradation-Stone Ballast."

All sampling and testing shall be the requirements of the specification entitled: Chapter 1, Section 2.8 Sampling and Testing, AREMA Manual-current edition. Each portion of a quarry exhibiting a variation in quality of stone ballast shall be tested separately. The test results shall not be averaged. The Engineer reserves the right to sample and test the stone ballast up to and including the point of use.

TABLE 1
PHYSICAL REQUIREMENTS (TESTING)

Material Designation	Crushed Stone
Magnesium Sulfate Test (703-07 P,G) ⁽²⁾ Max. percent loss by weight at 10 cycles	18
Freezing and Thawing Test (703-08 P,G) ⁽³⁾ Max. percent loss by weight at 25 cycles	20
Los Angeles Abrasion Test (703-11 P,G) Max. percent loss by weight (Grading A or B)	35 ⁽⁴⁾ 45 ⁽⁵⁾
Flat Particles, Elongated Particles, or Flat and Elongated Particles (ASTM D 4791) Maximum percent by weight Flat and Elongated to the Degree of 5:1	5
Crushed Particles in any primary size (ASTM D 5821) Minimum percent by weight Larger than 1/2" (1 fractured face)	-
Smaller than 1/2" (2 fractured faces)	-
Minimum unit weight (703-10 P,G) kg/m ³	-
Impedance Test Impedance K ohms	2.6+

- (a) To determine its conformance to specification limits, processed coarse aggregate may be tested at any point after completion of processing.

- (b) Loss applies to No. 2 size fraction.
- (c) The freeze-thaw requirement applies only to aggregate used in Portland cement concrete. The loss applies to the No. 2 size fraction.
- (d) Loss applies to all materials excepting marble, granite, and other similar materials.
- (e) Loss applies to marble, granite, and other similar materials.

TABLE 2
PHYSICAL REQUIREMENTS DELETERIOUS MATERIAL

Maximum percent by weight in any primary size ⁽¹⁾	
Material Designation	Crushed Stone
Shale and shale-like materials ⁽²⁾	3.0
Coal/Lignite/Sulfides ⁽³⁾	1.0
Clay lumps or Wood	0.2
Metal Ore ⁽⁴⁾	3.0
Other Deleterious Materials ⁽⁵⁾	3.0
Total Deleterious Materials	5.0

- (a) Coarse aggregates containing more than the specified maximum amounts of deleterious materials may be washed or otherwise processed until such specifications are satisfied.
- (b) Shale, slate, phyllite, argillite, schist, and similar shale-like fissile rocks that have been identified by performance or by test to be unsound and deleterious. Such shale-like fissile rocks may be tested separately from the rest of the aggregate by freezing and thawing according to ASTM Test Method. If the loss is 20% or greater, that material will be designated as deleterious shale or shale-like material.
- (c) Pyrite, marcasite, pyrrhotite, bog iron, and similar material.
- (d) Magnetite, illmenite, etc. Percentages above 3.0% may be accepted by the Materials and Research Section, when appropriate adjustments to yield have been made.
- (e) Cemented clusters, weathered particles, and similar material.

SIZE GRADATION - STONE BALLAST
AMOUNTS FINER THAN EACH SIEVE*

AREMA SIZE (1) NO.	NOMINAL SIZE SQUARE OPENING (2)	PERCENT PASSING								
		2 1/2"	2"	1 1/2"	1"	3/4"	1/2"	3/8"	# 4	# 8
4A	2"- 3/4"	100	90-100	60-90	10-35	0-10	-	0-1	-	-
4	1 1/2" – 3/4"	-	100	90-100	20-55	0-15	-	0-5	-	-
5	1"- 3/8"	-	-	100	90-100	40-75	15-35	0-15	0-5	-

- (a) Gradation number 4A is main line ballast material.
- (b) Sieves shall meet the requirements of ASTM designation E-11

CONSTRUCTION REQUIREMENTS:

- (a) Production and Handling shall meet the requirements of the Specification entitled: Chapter 1, Section 2.5 Production and Handling, AREMA Manual-current addition.
- (b) Sampling and Testing shall meet the requirements of the Specification entitled: Chapter 1, Section 2.8 Sampling and Testing, AREMA Manual-current addition.
- (c) Installation shall meet the requirements of the Specification entitled: Chapter 5, Section 4.1 Installation, AREMA Manual-current addition.

The Engineer reserves the right to reject any ballast arriving at the site for unloading that does not conform to the specifications in the Contract Documents. If the ballast material does not conform to the specifications, the Contractor must notify the supplier to stop supply until the fault has been corrected. Any rejected ballast must be disposed of without cost to the Owner.

METHOD OF MEASUREMENT:

This work will be measured as the number of tons of stone ballast furnished and placed.

BASIS OF PAYMENT:

The unit price bid per ton shall include the cost of furnishing, transporting, handling, testing, placing, and for all labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75675.1500 Furnish and Place Ballast	Ton

75675.2150 – FURNISH AND INSTALL THERMITE FIELD WELD

Description:

This work shall consist of furnishing and installing thermite field welds at the locations indicated on the Contract Documents and as directed by the Engineer.

Materials:

Where field welds are to be placed, materials shall meet the requirements of the specification entitled: Thermite Welding – Rail Joints, AREMA Manual - current edition.

Construction Details:

Field welds shall be used to connect continuous welded rail strings, jointed rails, and rails containing bonded insulated joints. Alignment of rails for field welding shall be shown in the diagram entitled: Section 2.5 Thermite Welding – Rail Joints, AREMA Manual - current edition.

Rail end cuts made to perform thermite welding shall be made with rail saw or abrasive saw. Torch cuts will not be permitted and will be rejected. No bolt holes shall be within 6 inches of the rail end. Thermite welds shall be located at least four inches from a tie plate. If necessary, ties shall be spaced to provide this clearance prior to the welds being made.

Excessive rail grinding of the weld that causes a depression on the head and or gage face of the rail after a weld is completed will not be accepted. Re-welds shall be cut out beyond the heat affected zone of the previous weld.

Welds shall be visually inspected for obvious defects, such as any incomplete portion or inclusions, the existence of which will cause the weld to be rejected and replaced. When a plug rail is used to replace a defective weld, the plug rail shall be at least 12 feet in tangent track and 16 feet in curved track.

Any welds of rail found to be defective as determined by the Engineer, the weld must be removed from the track and replaced by an appropriate plug and be re-welded at no cost to the Owner.

Contractor shall prepare a record for each weld completed. The record shall contain the following:

1. Location of weld.
2. Sequence number of weld.
3. Rail end gap noted during the process.
4. Weather conditions.
5. Rail and air temperatures
6. Name of Welder and Supervisor
7. Any irregularities noted.

Originals of the weld records shall be submitted to the Engineer.

Making Thermite Welds in rainy weather should be avoided wherever possible. If this is not possible:

- a. All precautions must be taken to ensure the weld is protected from the rain, including use of umbrellas. Thermite Welds shall not be made in blowing rain.

- b. All precautions must be made to ensure that the weld is protected from the large temperature drop that rainfall can cause. The rails must be positively anchored against movement.

No thermite welds will be allowed within 10 feet of the roadway surface of a grade crossing. Thermite Welds shall be made no closer than 10 feet from any existing weld in the same rail, but in no case made any closer than 3 feet from any existing weld in the same rail.

Thermite Welds will not be made opposite any weld (in the same crib) in the opposite rail. Thermite welds shall be staggered 4 ties from any weld in the opposite rail, but must not be made any closer than 1 tie stagger from any weld in the opposite rail.

All Thermite Welds must be ground before the heat leaves the weld.

All welds shall be certified by an approved testing method as directed by the Engineer.

Upon completion, the Contractor shall remove all waste materials produced from the welding procedure.

The Contractor shall be responsible for the integrity of all welds made for a minimum of two years from the date the track is put back in service for train traffic.

Upon completion of the thermite field weld the Contractor shall adjust the rail in accordance with BSOR Procedures for the Installation Adjustment, Maintenance and Inspection of CWR as Required by 49 CFR 213.118 included in the Appendix if these specifications.

Method of Measurement:

The work under this item shall be measured by the number of thermite field welds installed in accordance with the specifications and as directed by the Engineer. The cost for adjustment of the rail after welding is included in the price bid for 75675.2150 Furnish and Install Thermite Field Weld.

Basis of Payment:

The unit price bid per each thermite field weld shall include the cost of all material, labor, and equipment necessary to complete the work.

Payment will be made under:

Pay Item

75675.2150 Furnish and Install Thermite Field weld

Pay Unit

Each

75675.2216 – REMOVE, FURNISH, AND INSTALL JOINTED RAIL

DESCRIPTION:

This work shall consist of removing existing rails, and furnishing and installing replacement rails at locations shown in the Contract Documents or as directed by the Engineer.

GENERAL REQUIREMENTS:

It is intended that the proposed relay jointed rail be used as a replacement of existing rail, for any rail broken during the surfacing portion of the tie installation or any transition rail required from the turnout installation to the siding, or as directed by the Engineer.

MATERIALS:

It is intended that existing track OTM components (tie plates, anchors, joint bars etc) be reinstalled provided that they are compatible with the replacement rail and not judged defective by the Engineer. Relay rail shall be subject to inspection and acceptance by the Engineer. Relay rail shall be free of shelly spots, head checks, corrugations, bends or kinks, and any other visual defects. Relay rail will not be acceptable if the wear exceeds the following limits from its original dimension:

- Vertical head wear: 1/8 inch
- Horizontal head wear: 1/8 inch
- End batter: 1/8 inch
- Base and web thickness: 1/16 inch
- Head flow: 1/8 inch

Relay rail shall be in standard rail sections of 39/33 feet in length. Relay rail shall have bolt holes drilled at the point of manufacture.

CONSTRUCTION REQUIREMENTS:

The Contractor shall remove joint bar bolts, spikes, rail anchors, and any other rail holding devices in a workman like manner which does not damage any existing materials. Flame cutting of bolts will be permitted providing the joint bars and rails are not damaged.

The shoulder of a tie plate shall be set to bear firmly against the rail base. Under no circumstances shall a shoulder be under the rail base. With double shoulder canted tie plate, the cant of the plate shall be downward to the gape of the rail. The Contractor shall not mix canted and flat tie plates.

Any material damaged or lost due directly to the Contractor's operations shall be replaced by the Contractor at no expense to the Owner.

The replacement rail shall be installed in accordance with the following requirements:

- (a) Any mismatch rail ends which exceed 1/8 inch either vertically or horizontally shall be corrected. Mismatches may be corrected by changing joint bars and bolts, by being "built-up" with weld material on the offending rail, or by substituting a different piece of rail.
- (b) Rail shall be spiked to standard track gauge, and gauging shall be performed at least at every third (3rd) tie. In the event the rail abutting the replacement rail is not at standard gauge, gauging shall be performed for a sufficient length to provide a smooth transition.

- (c) Spikes are to be driven perpendicular to the tie surface. Spikes which are bent while being driven shall be discarded and replaced. If a spike is removed, the tie shall be properly plugged before a new spike driven.
- (d) New rail anchors shall firmly grip the bottom of the rail to which they are applied to provide longitudinal rail restraint. Rail anchors shall not be installed at ties which support rail joints, where they will interfere with bond wire, boot legs, insulated joints, and other signal or track appliances, or within 2 inches from the edge of any weld to prevent nicks or gouges within the heat affected zones of the welds.

METHOD OF MEASUREMENT:

The quantity of Special Provision (Jointed Rail) of the type specified to be measured for payment will be the number of meters (linear feet) installed in the complete and accepted work.

BASIS OF PAYMENT:

The accepted quantity of specification (Jointed Rail) of the type specified will be paid for at the Contract unit price per meter (linear foot).

Payment will include removing existing rail, tie plates, joint assemblies, spikes, and anchors; furnishing, transporting, distributing, handling, and installing the materials specified, including jointed rail, tie plates, spikes, and other miscellaneous materials; gauging rail as necessary and as required; and for furnishing all labor, tools, equipment, and incidental necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75675.2216 Remove, Furnish, and Install Jointed Rail	Linear Foot

75675.3000 – REMOVE, FURNISH AND INSTALL WOOD CROSS TIES

DESCRIPTION:

This work shall consist of removing existing cross ties, and furnishing and installing new timber cross ties at the locations indicated in the Contract Documents or where directed by the Engineer.

Any excavation required for the removal of the existing cross tie and railroad ballast necessary to support the cross tie, incidental to the cross tie replacement, shall be included as part of this work.

Removed cross ties will become property of the Contractor, and shall be removed from the work site and disposed of off the property in an environmentally acceptable manner complying with all applicable federal, state and local laws, regulations, rules, ordinances, including any related to the storage, transportation, treatment and / or disposal of ties.

MATERIALS:

Timber Cross Ties Timber Cross Ties shall meet the material requirements of the specifications entitled: Chapter 30, Section 3.1 Specifications for Timber Cross Ties, AREMA Manual - current edition. Tie size shall be New AREMA Grade 3 - 6" x 8" x 8'-6" or 7" x 9" x 8'-6" as specified in the project plans.

All Timber Cross Ties shall be end plated with Anti-Splitting Devices as required per specification entitled: Chapter 30, Section 3.1.7 Application of Anti-Splitting Devices, AREMA Manual – current edition.

Rail anchors, where required on the plans and as directed by the Engineer shall conform to Section 75675.5100 Furnish and Install Rail Anchors of these Specifications.

Tie plates shall conform to 75675.5000 Furnish and Install Tie Plates of these Specifications.

An AREMA declaration form will be provided by the Agency and shall be signed by the Contractor declaring that all materials listed on the form are in compliance with AREMA.

Rail Anchors Existing rail anchors shall be reinstalled unless the existing anchors are determined to be defective by the Engineer.

Track Spikes Track spikes shall be new 5/8 inch reinforced throat. They shall meet the dimensional requirements of the detail entitled: Chapter 5, Section 2.2 Design of Cut Track Spikes, AREMA Manual - current edition. The material requirements of the track spikes shall be in accordance with the specification entitled: Chapter 5, Section 2.1 Specifications for Soft-steel Track Spikes AREMA Manual - current edition.

Tie Plugs Tie Plugs, if used, shall meet the requirements of the specifications entitled: Chapter 30, Section 3.1.5 Specification for Tie Plugs, AREMA Manual - current edition.

CONSTRUCTION REQUIREMENTS:

Where required by the Engineer, cross tie surfaces shall be cleaned sufficiently to permit the identification of defective cross ties. The Contractor shall remove only those cross ties designated by the Engineer as being defective.

Cross ties shall be removed in such a manner that the existing line and surface of the rails is not disturbed. The crib shall be excavated sufficiently to allow for the installation of the new cross tie without jacking or otherwise disturbing the rails. New cross ties shall be handled and placed with either a mechanical tie

insertion device or tie tongs. The use of picks will not be permitted. All cross tie removal, handling, and placing equipment is subject to the approval of the Engineer prior to use.

The Contractor shall take special care and vigilance during handling and unloading of cross ties to avoid damage to trains, tracks or other facilities of the railroad, and will not interfere with the movement of trains or other railroad operations. Any cross ties damaged during handling or installation shall be replaced by the Contractor at no expense to the Owner.

Tie plates shall be carefully removed to allow for reinstallation. Equipment for this work is subject to the approval of the Engineer prior to use.

New ties shall be placed with the heartwood face down, square with the line of the rails, approximately centered about centerline of track and sufficiently spaced to permit proper tamping. They shall be spaced in accordance with the existing spacing, unless otherwise noted in the Contract Documents.

Existing tie plates shall be reinstalled. If an existing tie plate is missing, or inappropriate for reuse as determined by the Engineer, a new tie plate of the size and type consistent with the existing shall be installed. The cost of furnishing and installing tie plates will be paid for under a separate pay item.

Tie plates shall be installed centered about the width of the tie with the shoulder bearing firmly against the side of the rail base. Under no circumstances shall the shoulder be allowed under any portion of the rail.

If the tie plate is a double shoulder canted plate, then the cant of the plate shall be downward to the gage of the rail.

Existing rail anchors which affect the installation of a new tie shall be removed and reinstalled.

Ties shall be brought up tight to the base of rail and tamped. Ballast shall be placed and tamped, as necessary, to keep the tie tight to the rail. No object which causes a concentrated load by solely supporting a rail shall be allowed between the base of rail and the bearing surface of the tie plate.

Rail holding track spikes shall be driven vertically and square with the rail. Track spikes shall be driven so as to allow 1/8 inch space between the underside of the spike head and the top of the base of the rail. Track Spikes shall not be overdriven. Track spikes shall not be bent against the rail.

Plate holding spikes shall be driven vertically and square with the tie. The track spikes shall be driven tight to the tie plate. No track spike shall be straightened while being driven. No track spike shall be driven against the ends of joint bars. Once driven, no track spike shall be removed without the express permission of the Engineer. No track spike shall be driven in a slot in a rail joint.

If a spike is allowed to be removed, the resulting hole shall be plugged with a treated tie plug of a size sufficient to completely and tightly fill the hole.

All replacement ties shall be spiked to the existing track gage provided the existing gage is at, or within, the following limits:

<u>Minimum Gage</u>	<u>Maximum Gage</u>
4'-8 1/4"	4'-8 1/2"

If the existing track gage is not within the above limits, gaging will be required. Limits of gaging will be determined by the Engineer. Gaging beyond that necessary to install the replacement timber cross ties will be paid under a separate item.

If the tie to be installed is located on an existing joint, then spiking shall be deferred until either of the following conditions is satisfied:

- (a) If the rail joint requires a new rail joint assembly, the assembly shall be fully installed.
- (b) If the rail joint assembly requires bolt replacement, the bolts shall be replaced and fully tightened.

After the tie has been fully installed with all required tie plates, track spikes and rail anchors, all remaining ballast, which was removed by the operation shall be replaced and properly tamped.

Existing anchors not determined to be defective by the Engineer shall be reinstalled.

METHOD OF MEASUREMENT:

The work under this item will be measured as each timber cross tie installed in accordance with this specification, the Contract Documents, and as directed by the Engineer.

BASIS OF PAYMENT:

The unit price bid shall include the cost of all labor, materials, including track spikes and tie plugs, distribution, disposal and equipment necessary to complete the work.

The cost of removing and reinstalling existing tie plates and rail anchors shall be included in the unit price bid for this work. If existing tie plates are inappropriate for reuse, replacements will be furnished under separate pay item.

The furnishing of ballast, tie plates, and any gaging of track outside the area of timber cross tie replacement, will be paid for under separate items.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75675.3000 Remove, Furnish and Install Wood Cross Ties, 6"x8"x8'-6"	Each
75675.3001 Remove, Furnish and Install Wood Cross Ties, 7"x9"x8'-6"	Each

75675.3191 - REMOVE, FURNISH AND INSTALL TURNOUT TIMBER

DESCRIPTION:

This work shall consist of the removal of existing individual turnout timbers and the installation of new turnout timbers as replacements. Only turnout timbers marked by the Engineer will be removed and replaced. The work shall be done at the locations indicated on the Contract Documents, or as directed by the Engineer / Owner.

Removed material that the railroad designates as relay shall remain in the property of the Owner. These materials shall be stored at a site designated by the Engineer. Removed timbers will become the property of the Contractor. They shall be removed from the work site and disposed of in an environmentally acceptable manner.

MATERIALS:

Timbers shall be new. Timbers shall meet the material requirements of the specifications entitled: Specifications for Timber Switch Ties, AREMA Manual - current edition. The lengths of timbers shall be as listed on the plans in the Contract Documents.

Timbers are to be creosote pressure treated per AWP manual C-6 to a net retention of 7 lbs. per cubic foot minimum for oak, and 8½ lbs. per cubic foot for mixed hardwoods and conform to AREMA manual – current edition.

All timbers must have end plating anti-splitting devices applied on both ends of the timbers prior to treatment.

The size of timbers shall be new 7” x 9” switch timbers.

Track spikes shall be new 5/8-inch reinforced throat. They shall meet the dimensional requirements of the detail entitled: Design of Cut Track Spikes, AREMA Manual - current edition. The material requirements of the spikes shall be in accordance with the specification entitled: Specifications for Soft-steel Track Spikes AREMA Manual - current edition.

Existing rail anchors shall be reinstalled unless the existing anchors are determined to be defective by the Engineer.

CONSTRUCTION DETAILS:

Existing timbers shall be removed in a manner such that the existing line and surface of the rails is not disturbed. Debris shall be cleared from the track and disposed of in a manner satisfactory to the Engineer. The crib shall be sufficiently excavated to allow the installation of the new timber without jacking or otherwise disturbing the rails.

Where practicable, the rail, frog, and other track or turnout components may be removed to facilitate the timber removal and installation operations. The Contractor shall reinstall the removed components in a manner consistent with the installation of new timbers, at no additional cost to the Owner. Defective components shall be replaced as ordered by the Engineer. The cost of furnishing track or turnout components to replace defective components shall be paid for under separate items.

New timbers shall be handled and placed with either a mechanical insertion device or tie tongs. The use of picks will not be permitted. Any switch timbers damaged during handling or installation, shall be replaced by the Contractor at no expense to the Owner

New timbers shall be placed with the heartwood face down.

Tie, slide, hook, frog, guard rail, switch, gage and brace plates shall be fully spiked except as noted elsewhere for turnout installation. Rail holding spikes shall be driven vertically and square with the rail. They shall be driven so as to allow a 1/8" space between the underside of the spike head and the top of the base of the rail. The spikes shall not be overdriven. Spikes shall not be bent against the rail. Plate holding spikes shall be driven vertically and square with the timber. The spike shall be driven tight to the tie plate.

Spiking for hook plates and twin tie plates (hook, flat, or rigid) shall require only one spike at the plate ends (so as not to spike kill timbers) unless adjoining timbers are fully spiked.

Timbers shall be bored for spiking if performed with spike mauls or air hammers. If insertion is accomplished by hydraulic method, no boring shall be necessary.

No spike shall be straightened while being driven. No spike shall be driven against the ends of joint bars. Once driven, no spike shall be removed without authorization from the Engineer.

If a spike is allowed to be removed, the resulting hole shall be plugged with a treated tie plug of a size sufficient to completely and tightly fill the hole. Tie plugs, if used, shall meet the requirements of the specification entitled: Specification for Tie Plugs, AREMA Manual - current edition. Spikes may be driven through a tie plug. If, in the opinion of the Engineer, the tie plug is not completely and tightly filling the spike hole, or if the tie plug is not properly holding a driven spike, the timber shall be removed and replaced at no expense to the Owner.

Timbers shall be brought up tight to the base of the rail and tamped. Ballast shall be placed and tamped as necessary to keep the timber tight to the rail. Tamping shall be done in accordance with the specification entitled: Tamping, AREMA Manual - current edition.

Timbers shall be spiked to standard track gauge (4 feet 8 1/2 inches) unless otherwise directed by the Engineer. If gauging is required, the cost of gauging shall be included in the price bid for this item

Guard rails are not to be spiked to limits exceeding the class of track.

All equipment used shall be approved by the Engineer prior to use.

When the timbers to be replaced are used as headblock timbers, the switch points and switch stand are to be properly adjusted.

METHOD OF MEASUREMENT:

The work under this item will be measured as the number of linear feet of timbers installed in accordance with the Specifications and the directions of the Engineer.

BASIS OF PAYMENT:

The bid price for linear feet of timber shall include the cost of all labor, materials, and equipment necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75675.3191 Remove, Furnish and Install Turnout Timber	Linear Foot

75675.5000 - FURNISH AND INSTALL TIE PLATES

DESCRIPTION:

The work shall consist of removing existing defective tie plates, furnishing and installing tie plates on the ties indicated in the Contract Documents or where directed by the Engineer.

MATERIALS:

Removed tie plates, and spikes not reinstalled, and loose spikes found within the right of way shall become the property of BSOR and delivered to sites directed by the Engineer.

Specialty lag screws currently installed at every third tie on the curve at CP draw and shall become the property of BSOR and delivered to sites directed by the Engineer.

Tie plates, of the specified size and type, are to be relay plates.

Relay tie plates shall be punched to fit the base of the rail on which they will be used. Each plate shall have eight (8) holes punched for five eighths (5/8)" track spikes. Four (4) of the holes shall be punched rail holding spikes and four (4) holes punched for the use of plate holding spikes.

Relay tie plates shall be a minimum 13" x 7-3/4". For CP Draw (see plans), tie plates shall be 18" x 8" double shoulder type.

Relay tie plates shall be subject to inspection and acceptance by the Engineer. In addition to being judged defective due to improper fit, they may be judged defective for any of the following reasons:

- Rounded or worn shoulders.
- Rounded or otherwise excessively worn spike holes.
- A crack, bend or other flaw in the plate.
- Excessive deterioration from rust, scale or brine.

Track spikes shall be new five eighths (5/8)" Reinforced throat. They shall meet the dimensional requirements of the detail entitled: Chapter 5, Section 2.2 Design of Cut Track Spikes, AREMA Manual-current edition. The material requirements of the spikes shall be in accordance with the specification entitled: Chapter 5, Section 2.1 Specifications for Soft-Steel Track Spikes, AREMA Manual-current edition.

Tie plugs shall be treated wood or chemical compound meeting the requirements of the specification entitled: Chapter 30, Section 3.1.5 Specification for Tie Plugs, AREMA Manual-current edition.

CONSTRUCTION REQUIREMENTS:

No object which causes a concentrated load by solely supporting a rail shall be allowed between the base of rail and bearing surface of the tie plate.

Tie plates shall be installed centered about the width of the tie with the shoulders bearing firmly against the edges of the base of the rail. Under no circumstances shall the shoulder be allowed under any portion of the rail. The cant of the plate shall be downward to the gage side of the rail.

Tie plates with a different amount of cant or flat plates are not to be intermixed except as directed by the Engineer.

Where a replacement tie plate is to be placed on an existing tie, the spike holes are to be plugged and, when necessary, the tie adzed to provide full plate bearing.

Spiking of rail holding spikes shall be performed with the head pointed toward the rail and driven vertically and square with the rail and so driven as to allow one eighth (1/8)" space between the underside of the head of the spike and the top of the base of the rail.

METHOD OF MEASUREMENT:

The work to be measured will be the actual number of tie plates furnished and installed in accordance with the specifications or as directed by the Engineer.

BASIS OF PAYMENT:

The unit price bid shall include the cost of all labor, material, including track spikes and tie plugs, and equipment necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75675.5000 Furnish and Install Tie Plates	Each

75675.5100 - FURNISH AND INSTALL RAIL ANCHORS

DESCRIPTION:

The work under this item shall consist of furnishing and installing new rail anchors at the locations indicated in the Contract Documents or where directed by the Engineer.

This item will not be paid for in a location where a cross tie with rail anchors exists and the existing tie is to be renewed, unless the existing anchors are determined to be defective by the Engineer.

MATERIALS:

Rail anchors shall be of the Unit Spring Anchor type and shall be New or Remanufactured of a one-piece design that is compatible to and will function properly on the rail on which it will be used. The rail anchors to be provided shall be subject to approval by the Engineer.

Rail anchors shall meet the material requirements of the Specification entitled: Specifications for Rail Anchors AREMA Manual-current edition.

CONSTRUCTION DETAILS:

Rail anchors shall be installed in accordance with the pattern detailed in the Contract Documents or as directed by the Engineer. If no pattern is specified, rail anchors shall, with the approval of the Engineer, be installed in accordance with the appropriate specifications of the section entitled: Rail Anchor Patterns Number of Rail Anchors to Resist Rail Creepage, AREMA Manual-current edition.

Existing anchors not determined to be defective by the Engineer shall be reinstalled.

Wherever practical, rail anchors shall be applied from the gage side of the rail; rail anchors must be installed so that they bear firmly against the tie face. The driving of anchors longitudinally along rails to obtain this contact will not be permitted. No rail anchor shall be applied within 6" of the end of a joint bar.

Rail anchors shall generally be used in pairs opposite one another on adjacent rails and bearing against the same tie face. (Box Anchor Method) Drive on type anchors are applied by sledge hammer or mechanized equipment. Spring type anchors are installed using a special wrench or mechanized equipment. Under no circumstances shall two rail anchors be installed such that each is on a separate rail but not bearing against the same tie face.

METHOD OF MEASUREMENT:

The work to be measured will be the actual number of rail anchors furnished and installed in accordance with the Contract Documents and the direction of the Engineer.

BASIS OF PAYMENT:

The unit price bid for furnishing and installing rail anchors shall include the cost of all labor, material and equipment necessary to complete the work.

Payment will be made under:

	<u>Pay Unit</u>
75675.5100 Furnish and Install Rail Anchors	Each

75675.5200 - FURNISH AND INSTALL BOLT SETS

DESCRIPTION:

This work shall consist of furnishing and installing new nuts, bolts, and spring washers in railroad track connections at locations called for in the Contract Documents, or as required when performing out-of-face bolt tightening, or as directed by the Engineer.

MATERIALS:

All materials furnished under this item shall be new and sized to properly fit the existing bolt holes.

- (a) Joint bar bolts and nuts shall meet the material requirements of the Specification entitled: Chapter 4, Section 3.5 Specifications for Heat Treated Carbon-Steel Track Bolts and Carbon Steel Nuts, AREMA Manual-current edition.
- (b) Spring washers shall meet the material requirements of the Specification entitled: Chapter 4, Section 3.6 Specifications for Spring Washers, AREMA Manual-current edition.
- (c) Dimensions of track bolts and nuts shall meet the requirements of the section entitled: Chapter 4, Section 3.5 Design for Track Bolts and Nuts, AREMA Manual-current edition. Length and diameter of bolts shall be the same as the existing bolts in the track connection.

CONSTRUCTION REQUIREMENTS:

A new bolt, nut, and washer will be installed in a joint bar whenever an existing one is missing or defective and where there are fewer than two (2) properly tensioned bolts for each rail in the joint, or where indicated in the Contract Documents or as directed by the Engineer.

Existing defective bolts may be removed by flame cutting providing no damage is done to the joint bar or the rail. Bolt holes may not be made, enlarged or cleaned by cutting with a torch. If this work is required it shall be done with a drill. Defective bolts shall be stockpiled upon removal and become property of the Contractor.

If bolt holes are drilled in the rail with joint bars in place, then after the holes have been drilled, the joint bar must be removed and the area cleaned of drilling chips.

After installation, a new bolt shall be tightened to a minimum tension of 90 kN (20,000 lbs), but no more than 133 kN (30,000 lbs.). Tighten all bolts working from center of joint bar outward. Bolts shall be tightened by means of a mechanical bolt tightening machine, an on-track power activated impact equipment. Bolts have been found either under tightened or over tightened due to improper torquing procedures. Contractor is to submit type of machine to be used for bolt tightening to the Engineer for approval.

Power and impact wrenches must be used according to manufacturer's instructions and the torque settings properly adjusted for the fastener being applied.

If a new bolt, washer, or nut breaks, or cannot be tightened to the minimum tension required, the Contractor shall replace the defective components as necessary until the minimum tension is achieved. This work shall be done at no additional expense to the Owner.

METHOD OF MEASUREMENT:

The Work to be measured will be the actual number of new bolt sets (bolt, spring washer, and nut) properly installed at the direction of the Engineer.

BASIS OF PAYMENT:

The unit price bid for furnishing and installing bolt sets shall include the cost of all labor, material and equipment necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75675.5200 Furnish and Install Bolt Sets	Each

75675.5400 – FURNISH AND INSTALL JOINT BARS

Description:

The work shall consist of removing a defective joint bar and installing an acceptable similar replacement bar at the locations ordered by the Engineer. It shall also consist of furnishing and installing the joint bars necessary to connect replacement rail installations.

All existing bolts, nuts, and washers shall be loosened, removed, reinstalled and tightened in order to permit replacement of a defective bar, unless otherwise ordered by the Engineer.

Joint Bars may be judged defective by the Engineer for the following reasons:

- Cracks, breaks or other flaws that impair its proper functioning or where integrity of the bar has been compromised.
- Bolt holes with excessive wear.
- Excessive deterioration from rust, scale or brine.
- If they permit any vertical movement of either rail when all the bolts are tight.

Removed material (except ties and timbers) not reinstalled shall remain in the property of the Owner. These materials shall be stored at a site designated by the Engineer. Removed timbers will become the property of the Contractor. They shall be removed from the work site and disposed of in an environmentally acceptable manner.

Materials:

Used joint bars will be acceptable providing they fit and are compatible with the rails to be connected and have, in the opinion of the Engineer, no defects.

If new joint bar assemblies are to be furnished, they shall meet the Specification entitled: Specification for High Carbon Steel Joint Bars, AREMA Manual-current edition.

If new nuts, bolts or washers are required, they shall be properly sized to fit the bolt holes in which they will be installed. Joint bar bolts and nuts shall meet the material requirements of the Specification entitled: Specifications for Heat Treated Carbon Steel Track Bolts and Carbon Steel Nuts, AREMA Manual-current edition.

Spring washers shall meet the material requirements of the Specification entitled: Specifications of Spring Washers, AREMA Manual-current edition.

Construction Details:

When it is necessary to replace a joint bar, a conscientious effort shall be made to remove nuts and bolts without damage and to reinstall them for use in the replacement joint bar.

If the existing bolt sets cannot be salvaged, flame cutting of the existing bolts will be permitted provided no damage is done to the other track components.

Upon removal of the defective joint bar and the fitting of the replacement bar, the bolts shall be inserted. Driving of bolts will not be permitted.

Construction Details: (Cont'd)

All the bolts for a joint bar assembly shall have a washer and a nut and shall be tightened by means of a mechanical bolt tightening machine.

All material removed and not reinstalled shall be stockpiled for salvage as directed by the Engineer.

Method of Measurement:

The work to be measured will be the actual number of joint bars installed in accordance with the Specification and the direction of the Engineer in the area designated for track rehabilitation.

In the event the Engineer determines the existing joint bars on both sides of the rail at a joint are defective, or when it is necessary to connect replacement rail, separate payment will be made for EACH joint bar installed.

Basis of Payment:

The unit price bid for furnishing and installing joint bars shall include the cost of all labor, equipment and materials necessary to complete the work.

In the event new bolt sets are required and ordered by the Engineer; they shall be paid for under a separate item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75675.5400 Furnish and Install Joint Bars	Each

75675.5600 – FURNISH AND INSTALL COMPROMISE RAIL JOINT ASSEMBLY

Description:

The work shall consist of furnishing and installing compromise rail joint assemblies at the locations indicated in the Contract Documents or where ordered by the engineer, in order to connect two abutting rails of differing sizes.

Materials:

Compromise Joint Bars shall be NEW or FIT (USED), 6-hole, as indicated in the Contract Documents and be of proper design for the Rail Sections to be connected.

If NEW compromise rail joint assemblies are to be furnished, they shall meet the material requirements of the Specification entitled: Specification for High Carbon Steel Joint Bars, AREMA Manual-current edition.

If FIT (USED) compromise rail joint assemblies are furnished, they will be acceptable, providing they fit properly, are premanufactured and are compatible with both rails, which are to be connected. FIT bars shall be subject to inspection and acceptance by the engineer.

All compromise joint bars must have a specific hand and rail weight designation that fits the rail exactly. “No-hand” joint bars and 4-hole joint bars are not acceptable unless approved by the Engineer.

The Contractor is cautioned, that due to the many slight variations in railroad rail and appurtenances, a preliminary inspection and acceptance of compromise rail joint assemblies by the engineer, shall always be conditioned upon the fact that the final acceptance cannot be given until the assembly is installed in its final position. In addition to being judged defective due to improper fit, compromise rail joint assemblies may be judged defective for the following reasons:

1. Cracks, breaks or other flaws that impair its proper functioning.
2. Bolt holes with excessive wear.
3. Excessive deterioration from rust or scale.
4. If they permit any vertical movement of either rail when all the bolts are tight.

Bolts set shall be NEW and of the proper design and size for the two (2) rail sections to be connected.

Compromise joint bar bolts and nuts shall meet the material requirements of the Specification entitled: Specification for Heat Treated Carbon Steel Track Bolts and Carbon Steel Nuts, AREMA Manual-current edition

Spring washers shall meet the material requirements of the Specification entitled: Specifications for Spring Washers, AREMA Manual-current edition.

Construction Details (Cont'd):

Compromise joints shall be installed so opposite rail joints are staggered at least 4'-11".

When joining rails of differing sizes with a compromise rail joint assembly, it shall be fitted so that the top of rail surface and the gauge face of the rails to be connected are held in alignment. Bars must be installed, as markings indicate, GAUGE SIDE/FIELD SIDE.

The step in the rail joint must not exceed 15 lbs of the adjacent rail. When adjacent rails exceed 15 lbs, buffer rails shall be provided by the Contractor.

Bolt sets shall be installed in all assembly bolt holes. Driving of bolts will not be permitted. All bolts shall be tightened to a tension of between 90 and 133 kN (20,000 and 30,000 lbs).

In the event it is necessary to provide additional bolt holes, it shall be done only by drilling with a rail drill of appropriate size. No other method will be permitted.

Method of Measurement:

This work will be measured as the actual number of compromise rail joint assemblies installed.

Basis of Payment:

The unit price bid per each for furnishing and installing compromise rail joint assemblies shall include the cost of all labor, equipment and material necessary to install a properly fitted compromise rail joint assembly, complete with new properly tensioned bolts, nuts and washers.

Buffer rails, when required, will be paid for under a separate item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75675.5600 Furnish and Install Compromise Rail Joint Assembly	Each

75675.5810 – FURNISH AND INSTALL NON-BONDED INSULATED JOINT ASSEMBLY

Description:

This work shall consist of furnishing and installing a non-bonded insulated rail joint assembly at the locations shown in the contract documents or where directed by the Engineer. It shall also include the removal of existing joint bars and/or the cutting and drilling of rail ends if necessary for the placement of the insulated joint. An insulated tie plate shall be furnished and installed on the supporting tie where the existing plate is non-insulating and/or of improper size and type for the rail section.

Materials:

Non-bonded 6-hole insulated joint components consisting of encapsulated core bars, end posts, washer plates, bushings, nuts, bolts, and lock washes, shall be new and meet the requirements of the specification entitled: Specifications for Non-Bonded Encapsulated Insulated Rail Joints, AREMA Manual-current edition.

The insulated joint assembly and, where required, the insulated tie plate shall be of proper design for the rail sections to be connected.

Construction Details:

When necessary to remove an existing joint bar at the location of the insulated joint, flame cutting of the existing bolts will be permitted provided no damage is done to other track components. The Engineer shall inspect and classify all materials as either fit or scrap material. FIT material – reusable – will be stockpiled at sites as directed by the Engineer. SCRAP material – will be stockpiled or removed from the site in accordance with the Contract Documents or as directed by the Engineer.

If necessary to cut existing rail for the proper location of the insulated joint, the cut will be made with a rail saw or abrasive saw and new bolt holes shall be drilled. The use of a torch for these procedures will not be permitted. All scale and metal shavings shall be removed from the joint area before applying the bars.

If necessary to cut existing rail for proper location of the insulated joint, the nearest rail joint shall be no closer than 19' unless otherwise approved by the Engineer.

If rail ends must be drilled, drilling between existing holes or the enlarging of existing holes will not be allowed.

Where existing rails exhibit end batter or head flow that would damage the insulating coating, such surfaces shall be ground smooth to the proper profile.

If the end post protrudes beyond the contour of a worn rail head, the end post shall be modified by means acceptable to the Engineer so that rolling stock does not damage the end post. The end post must be the same section as the rail

Suspended Joints are preferred however if a joint can not be relocated, an insulated tie plate shall be used where the split for the rail is located on a tie. Care must be taken that the tie plate does not bridge the insulating end post.

Spiking of joint will maintain existing spike pattern or as shown on plans, with the head of the spike pointed away from the rail. All the bolts for an insulated joint assembly shall be tightened to a tension of

between 90 and 133 kN (20,000 and 30,000 lbs).

Methods of Measurement:

The work to be measured will be the actual number of non-bonded insulated rail joint assemblies installed in accordance with the specifications and directions of the Engineer.

Basis of Payment:

The unit price bid for furnishing and installing non-bonded insulated joint assemblies shall include the cost of all labor, equipment and material necessary to install a properly fitted insulated rail joint assembly, complete with properly tensioned bolts and, where required, insulated tie plates properly spiked.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75675.5810 Furnish and Install Non-Bonded Insulated Joint Assembly	Each

75675.6900 – FURNISH AND INSTALL HYDRAULIC RAIL LUBRICATOR

Description:

The work shall consist of furnishing and installing hydraulic rail lubricator mechanisms used for lubricating both the high and low track rails. The work shall be done at the locations specified in the Contract Documents or as directed by the Engineer.

Materials:

The hydraulic rail lubricator shall consist of a minimum 400lb tank capacity & pump assembly. Wiping bar assemblies will be a two bar configuration to lubricate high and low rails such as manufactured by Portec Rail Products, P.O. Box 38250, Pittsburgh, PA 15238-8250, or an approved equivalent

Geotextile fabric (Track Mat) shall be installed along with the hydraulic rail lubricator.

Construction Details:

Rail lubricator and track mat must be installed in accordance with the manufacturer’s written installation instructions. Rail lubricator will be installed at the end of a section of tangent track, zero grade at a site where tie conditions are good, and free of plate cutting. All track materials, such as tie plates, spikes etc must be in good condition. The grease tank must be located far enough from the track to be safely clear of the operation of all types of track equipment, but close enough to allow the main grease supply hose to be shortened for maximum efficiency. Type of grease to be used shall be a Soybean – Based Rail Curve Lubricant or approved equivalent. Track mat shall be installed on center of track location and two field side sections.

Track gage at lubricator shall be standard 56-1/2 inches to permit grease pick up. Wiping bar installation shall have a minimum of 3/8 inch of rail face present.

Any material which does not, in the Engineers opinion, fit exactly as required, shall not be installed and will be removed from the work site. Proper fitting material of equal quality as determined by the Engineer, shall be supplied in its place by the Contractor at no additional expense to the owner.

Contractor shall dispose of any contaminated materials per federal, state and local regulations.

Method of Measurement:

The work to be measured will be the actual number of hydraulic rail lubricators furnished and installed.

Basis of Payment:

The unit price bid each shall include the cost of the labor, materials, and equipment necessary to complete the work.

Furnishing, installing and performing any track work necessary shall be paid under its respective items.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75675.6900 Furnish and Install Hydraulic Rail Lubricator	Each

75675.9000 - RAISE, ALIGN AND SURFACE TRACK

DESCRIPTION:

The work shall consist of raising, aligning and surfacing track at the locations indicated in the contract documents, or as directed by the Engineer.

MATERIALS:

TIE PLUGS shall be NEW and shall meet the material requirements of the specification entitled: Chapter 30, Section 3.1.5 Tie Plugs, AREMA Manual-current edition.

TRACK SPIKES shall be NEW and of the size and type indicated in the contract documents, they shall meet the material requirements of the specification entitled: Chapter 5, Section 2.1 Soft Steel Track Spikes, AREMA Manual-current edition.

CONSTRUCTION REQUIREMENTS:

For MP 2.7 to MP 6.4 CWR track, the track section, when completed, shall be in conformance with FRA standards for Class 3 Track. For the remaining length of the project the track section, when completed, shall be in conformance with FRA Standards for Class 2 Track, or as ordered by the Engineer.

The track shall be raised in 2" maximum nominal lifts unless otherwise approved by the Engineer.

- (1) Track Alignment, when completed, shall be in conformance with the following:
 - (a) The Deviation of the mid-offset from a 62' line shall not be more than 3/4" for tangent track and 5/8" for curved track.
- (2) Track Surface, when completed, shall be in conformance with the following:
 - (a) The runoff in any 31 feet at the end of a raise shall not be more than 3/4".
 - (b) The deviation from uniform profile on either rail at the mid-ordinate of a 62' line shall not be more than 3/4".
 - (c) Deviations from designated elevation on curves, spirals, or tangents shall not be more than 1/2".
 - (d) Deviation from zero cross level at any point on tangent or from designated super-elevation on curves between spirals shall not be more than 3/4".
 - (e) The difference in cross level between any two points less than 62' apart on tangents and curves between spirals shall not be more than 3/4".
- (3) Track Elevation (super elevation and grade) when completed shall conform to FRA Standards for Class 2 Track.
- (4) Track Surfacing Equipment, All equipment to be used in the alignment and surfacing operation shall be a Mark IV Tamper or approved equal.

Equipment to be used in the alignment and surfacing operation shall be capable of automatic lift, level and alignment of tangent and curved track, as well as turnouts.

During final raise and line corrections, all equipment aligning functions shall be fully automatic and capable of determining existing curve data, computing new values for optimum curve value, and lining track to the new values, currently with track surface.

All dressing of tracks and switches shall be completed by utilizing a ballast regulator to distribute the stone ballast in sufficient quantity for tamping track and restoring ballast section.

Minimum track shoulders shall be 12" (twelve inches) or as directed by the Engineer.

Adequate ballast for tamping and dressing to the required ballast cross section shall be distributed in advance of the track surfacing. Work shall be performed so that track will maintain the alignment, surface and elevation after tamping.

The Contractor shall avoid pulling sod, vegetation, and other foreign material onto the track structure or shoulders for the purpose of tamping or dressing the ballast sections. Any sod, vegetation or foreign matter inadvertently pulled in shall be removed by the Contractor prior to tamping.

Upon completion, the track section shall have the tie plate bear fully on the ties and the rail base bear fully on the tie plate. Where tie plates do not exist (only if permitted in Contract Documents or as directed by the Engineer) the tie shall be tamped up tight and be in full contact with the base of the rail. No portion of the tie plate shoulder, or stone or any foreign material shall be permitted under the base of rail at these locations.

Any cross tie on which the tie plate is not tight against the rail base (Down Tie) shall have the cause corrected and shall be re-tamped until the tie plate is bearing firmly against the rail base.

Perform as many raising and surfacing passes due to new tie installation or specific site conditions as are needed to bring the track surface to the FRA Class standard geometric parameters as indicated in the Contract Documents or as directed by the Engineer.

All ties, including ties under a rail joint, shall receive not less than two (2) separate insertions of Squeeze Type Vibratory tamper. Each tie shall be tamped simultaneously inside and outside of both running rails on both sides of the tie.

Final surfacing and aligning shall bring the track to final grade and alignment and to comply with surface and super elevation tolerances specified with FRA Class 2 Track Standards.

In the event that the limits of FRA Class 2 deviations or runoff of existing top of rail elevation approaching a highway road at grade crossing, a bridge or a turnout is greater than allowable deviations, the Contractor shall surface out of face consistent with Class 2 requirements and tolerances or as directed by the Project Engineer. Such work shall be included at no additional cost to the Project.

Any track spikes damaged or in the Engineer's opinion, not functioning as intended during the raising aligning and surfacing operations shall be repaired in the following manner:

- (a) Spikes shall be removed, and the resulting hole shall be plugged with a treated tie plug of a size sufficient to completely and tightly fill the hole, a new spike shall then be driven.
- (b) Remove and replace with new ties and fasteners any ties of fasteners damages during surfacing operations at no additional expense to the Owner.

(c) Ballast Shall be dressed with the stone flush with the top of tie and cribs shall be full.

METHOD OF MEASUREMENT:

The work will be measured as the actual number of Track Feet of track raised, aligned and surfaced to final grade. The Contractor shall perform as many raising and surfacing passes to achieve final grade or as directed by the Engineer to bring the track to the FRA Class standard geometric parameters indicated in the Contract Documents. Multiple passes shall be considered incidental to the actual length of track feet raised, aligned and surfaced to final grade. Measurement will be taken along centerline of track.

BASIS OF PAYMENT:

The unit price bid per Track Feet for this work shall include the cost of all labor, material and equipment necessary to complete the work.

Final horizontal and vertical alignment, gage, super elevation and cross level shall be within tolerances specified. In order to determine the acceptability of finished track, the Contractor along with the Project Engineer and a representative from the operating railroad, shall conduct a final inspection to establish that track surfacing is within tolerances specified herein.

The track deviations disclosed by inspection, shall be corrected by the Contractor at no additional cost to the Project. Re-inspections shall be made by the Contractor, Project Engineer and the Railroad Representative to ensure that corrections have been made.

All loose joint bolts shall be tightened by mechanical means and included in Pay Item 75675.9000 Raise, Align and surface Track.

The price bid for Item 75675.9000 Raise, Align and Surface Track shall include the costs for correcting loose tie plates (down ties).

Payment will be made under:

Pay Item

Pay Unit

75675.9000 Raise, Align and Surface Track

Track Feet

75675.9210 - RAISE, ALIGN AND SURFACE TURNOUT

DESCRIPTION:

The work shall consist of raising, aligning and surfacing turnouts at the locations indicated in the Contract Documents or as directed by the Engineer.

MATERIALS:

Tie plugs shall be new and shall meet the material requirements of the Specification entitled: Chapter 30, Section 3.1.5 Tie Plugs, AREMA Manual – Current edition.

Track spikes or lag screws shall be new, of the size and type indicated in the Contract Documents, and shall meet the material requirements of the Specification entitled: Chapter 5, section 2.1 Soft-Steel Track Spikes and Lag Screws, AREMA Manual – Current edition.

Ballast shall meet the requirements of Chapter 1, Section 2.3 Materials and 2.4 Property Requirements, AREMA Manual – Current edition.

CONSTRUCTION REQUIREMENTS:

The turnout section, when completed, shall be raised in conformance with the track profile as indicated in the Contract Documents, and the limits specified herein, or as directed by the Engineer.

The turnout shall be raised in 2” maximum nominal lifts unless otherwise approved by the Engineer.

- (1) Turnout Alignment, when completed, shall be in conformance with the following:
 - (a) The deviation of the mid-offset from a 62’ line, shall not be more than 3/4” for tangent track and 5/8” for curved track.
- (2) Turnout Surface, when completed, shall be in conformance with the following:
 - (a) The runoff in any 31 feet of rail at the end of a raise shall not be more than 3/4”.
 - (b) The deviation from uniform profile on any rail at the mid-ordinate of a 62’ chord shall not be more than 3/4”.
 - (c) Deviation from zero cross level at any point shall not be more than 3/4”.
 - (d) The difference in cross level between any two points less than 62’ apart shall not be more than 3/4”.
- (3) Track Grade When completed, the track grade shall conform to FRA Standard geometric parameters for the Class 3 Track.
- (4) Track and Switch Surfacing Equipment All equipment to be used in the alignment and surfacing operation shall be a Mark IV Tamper or approved equal capable of automatic lift, level and alignment of tangent and curved track, as well as turnouts.

Work shall be performed so that the turnout will maintain alignment and surface after

tamping. The tamper used for this operation shall be a squeeze-type, vibratory tamper.

All dressing of switches and track shall be completed by utilizing a ballast regulator to distribute the stone ballast in sufficient quantity for tamping track and restoring the ballast section.

Upon completion, the turnout section shall have all the various type plates bear fully on the timbers and the rail, switch points, and frog base bear fully on the plates. No portion of the various plate shoulders, or stone or any foreign material shall be permitted under the base of rail, switch points, frog or guard rails.

All timbers under a rail joint shall receive not less than two (2) separate insertions of the squeeze-type, vibratory tamper.

Switch stand or switch machine head block timbers must be tamped completely to the end of the timber.

- (5) Track Spikes and Lag Screws Any track spikes or lag screws damaged or in the Engineer's opinion not functioning as intended during the raising, aligning and surfacing operation shall be repaired in the following manner:
 - (a) The bent track spikes or lag screws shall be removed, and the resulting hole shall be plugged with a treated tie plug of a size sufficient to completely and tightly fill the hole, new spike or lag screw shall then be driven.
 - (b) Tie Plugs shall be NEW and shall meet the material requirements of the Specification entitled: Chapter 30, Section 3.1.5 Tie Plugs, AREMA Manual-current edition.
 - (c) Track Spikes or Lag Screws shall be NEW and of the size and type indicated in the Contract Documents, they shall meet the material requirements of the Specification entitled: Chapter 5, Section 2.1 Soft-Steel Track Spikes and Lag Screws, AREMA Manual-current edition.
- (6) Ballast Shall be dressed with the stone flush with the top of timber and cribs shall be full. Guard rail flange, switch point, frog flange way and switch point rod area's shall be cleaned and dressed to allow component parts to function properly. Tie cribs that contain the switch rods must be kept open to provide drainage and prevent buildup of snow and ice in the winter.
- (7) General After all turnout surfacing work has been completed, the Contractor shall check and make any adjustments necessary to turnout gage, frog guard rail facing limits, switch point adjustment, switch stand and connecting rod tension.

Graphite or other lubricant approved by the Engineer shall be applied to all switch plates after cleaning.

Contractor shall tighten all loose joints and frog bolts by mechanical means.

METHOD OF MEASUREMENT:

The work to be measured will be the actual number of turnouts raised, aligned, and surfaced.

BASIS OF PAYMENT:

The accepted quantity of Special Provision (Raise, Align, and Surface Turnout) will be paid at the Contract unit price bid per each turnout for this work shall include the cost of all labor, material, equipment and all incidentals necessary to raise the turnout to the final track profile.

Furnishing and installing ballast shall be paid for under its respective pay item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75657.9210 Raise, Align and Surface Turnout	Each

75675.9214 – REMOVE EXISTING, FURNISH AND INSTALL SWICTH POINT & STOCK RAIL

DESCRIPTION:

The work shall consist of remove existing Switch Point, furnishing and installing a Switch Point in a turnout, of the size, type, and locations indicated in the contract documents, or as ordered by the Engineer. The Stock Rail will also be changed in conjunction with the Switch Point as indicated in the contract documents unless otherwise directed by the Engineer.

MATERIALS:

Removed switch points and stock rails shall become the property of BSOR and shall be delivered to a location as directed by the Engineer.

The switch point and hardware material shall be New or Fit (Used) as indicated in the contract documents, and as specified herein, and conform to the AREMA Manual-current edition, Portfolio of Trackwork Plans, for the switch point furnished.

The switch point length, weight, section and condition shall match the existing material of the turnout switch unless otherwise ordered by the Engineer or as indicated in the contact documentation.

Switch point materials required include the following: switch point rail, reinforcing bars, heel block bolts, switch point foot guard, switch point stop, clips, clips bolts, cotter keys, switch rod bolts, nuts, and washers and cotter keys.

Switch Point and Stock Rail shall be New or Fit (Used) including Samson undercut, and of the size and type indicated in the contract documents, or as directed by the Engineer.

In the event a New Switch Point and Stock Rail is to be furnished, the Switch Point and Stock Rail shall meet the material requirements found in the AREMA Manual-current edition, Specifications for Special Trackwork, Portfolio of Trackwork Plans, Plan 100.

If a Fit Switch Point and Stock Rail is to be furnished it shall be subject to inspection and acceptance by the Engineer. The Switch Point and Stock Rail shall be free of shelly spots, head checks, corrugations, cracks, bends, kinks, or any other visual defects. Switch Points will not be acceptable if they are worn so they do not match or seat properly with the stock rails. Points shall not be chipped, broken, or cut back from original contour. Point straps and stops shall not be bent. The switch point shall seat properly and bolts shall be tight. Switch clip holes shall be of the proper size and location to permit perpendicular connection of switch rods.

A Fit Switch Point and Stock Rail will be acceptable providing it is compatible to the rail section used, and conforms to the following wear limits:

The wear limits of the switch point rail shall not exceed the maximum rail wear Class I, according to AREMA Recommended Rail Grading Classification unless otherwise approved or ordered by the Engineer.

If Switch Point Clips are furnished they shall be subject to inspection and acceptance by the Engineer and shall be of the proper size and type to fit the switch point and connecting rods properly; they shall not have excessive wear, deterioration from rust, scale or brine. Clip holes shall be of the proper size and are

not torch cut or slotted.

The proper switch point clips must be furnished for type of rod furnished (horizontal/vertical). SWITCH ROD BOLTS, NUTS, WASHERS, AND COTTER PINS shall be of proper size and fit tight; if they require replacement they shall be New.

6 (six) adjustable braces shall be installed for each new switch point and stock rail so that the brace in its final position fits tight in the rail web and fillet area, and the wedges must be tight. Rigid braces shall be installed so that the brace in its final position fits tight in the rail web and fillet area; if the brace does not touch rail, the workmanship is unacceptable.

Per plan, 1 (one) Western-Cullen-Hayes Inc. switch point guard or approved equal shall be installed at the first switch point from CP Draw.

HEEL BLOCK BOLT SETS and TRACK BOLTS shall be New and of the proper design and size, for the Rail Section and Joint Bars furnished. Bolts shall be button head with oval necks unless otherwise ordered by the Engineer.

Bolts shall meet the material requirements of the specification entitled: Heat Treated carbon Steel Track Bolts, AREMA Manual-current edition.

Nuts shall meet the material requirements of the specification entitled: Carbon Steel Nuts, AREMA Manual.

Spring Washers shall meet the material requirements of the specification entitled: Spring Washers, AREMA Manual-current edition.

Removed switch points and stock rails shall remain the property of the Railroad and shall be delivered and stockpiled in Hamburg or as directed by the Engineer.

CONSTRUCTION DETAILS:

The contractor shall make all the necessary measurements to provide for proper installation of the switch point to conform to the contract document and AREMA Portfolio of Trackwork Plans.

Care shall be exercised in matching adjacent rails and heel of switch point to prevent lipped or uneven joints; any mismatched rail ends over 1/8" will be welded (top of head) or ground (gauge side of head) to conform.

Upon installation of the Switch Point and Stock Rail, the Contractor shall inspect the switch for proper fit, tension, throw distance, gage, and safe ease of operation. Throw distance that is less than 4 1/4" or greater than 5 1/4" for either switch point at the switch will not be acceptable. The Stock rails shall have no lateral movement in the switch plates and that switch plates have no movement on the ties.

The contractor is to clean, adjust, and lubricate the switch with an approved graphite lubricate or approved equal.

METHOD OF MEASUREMENT:

Switch points shall be measured for payment by the actual number of Switch Points properly installed.

BASIS OF PAYMENT:

The unit price bid per each Switch Point to install shall include the cost of all the labor, equipment and material necessary to furnish and install a Switch Point and Stock Rail complete including any work or materials associated with Samson undercut.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75675.9214 Remove Existing, Furnish and Install Switch Point & Stock Rail	Each

75675.9224 – REMOVE EXISTING, FURNISH AND INSTALL FROG

DESCRIPTION:

The work shall consist of removing existing frog, furnishing and installing a frog in a turnout of the size, type, and locations indicated in the Contract Documents, or as ordered by the Engineer.

MATERIALS:

Removed frog and frog plates shall remain the property of the Railroad and shall be delivered and stockpiled in Hamburg or as directed by the Engineer.

The frog shall be New or Fit (Used) as indicated in the Contract Documents, and as specified herein, and conform to the AREMA Manual-current edition, Specifications for Special Trackwork, Portfolio of Trackwork Plans, for the turnout number.

Frog materials required include the following: Frog, frog bolts, frog plates, head lock washer, filler blocks, spikes, plugs, track bolts, washers and nuts.

FROGS, shall be New or Fit (Used), and of the number, size and section indicated in the contract documents. Frogs shall be railbound manganese unless otherwise indicated in the Contract Documents or directed by the Engineer.

In the event a new frog is to be furnished, the frog shall meet the material requirements found in the AREMA Manual-current edition, Specifications for Special Trackwork, Portfolio of Trackwork Plans, Plan 100.

If a Fit frog is to be furnished it shall be subject to inspection and acceptance by the Engineer and the frog shall be free of shelly spots, head checks, corrugations, cracks, or any other visual defects.

A Fit frog will be acceptable providing it is compatible to the rail section used, and conforms to the following wear limits:

- The flangeway depth measured from a plane across the wheel-bearing area of a frog shall not be less than 1 3/4".
- The frog point shall not be chipped or broken, and shall not be worn more than 1/2 for the "half inch point" of the frog.
- The tread portion of the frog casting shall not be worn more than 1/4" below the original contour.
- The raised guard face on a self-guarded frog shall not be worn more than 1/4" from the original contour.

A Fit frog will be acceptable providing it is compatible to the rail section used, and conforms to the following wear limits for the frog rails:

- The wear limits of the rail shall not exceed the maximum rail wear Class I, according to AREMA Recommended Rail Grading Classification unless otherwise approved or ordered by the Engineer.

BOLTS AND SELF LOCKING NUTS, which are part of the frog, shall be of the proper type, fit the frog casting, and are tight. If bolts and nuts require replacement, they shall be New. JOINT BARS that are furnished must fit properly and be compatible with rails and frog to be connected. Fit bars shall be subject

to inspection and acceptance by the Engineer. Joint Bars may be judged defective for the following reasons:

- Cracks, breaks, or other flaws that impair its proper functioning
- Bolt holes with excessive wear
- Accessible deterioration from rust, scale or brine
- If they permit any vertical movement of either rail when all the bolts are tight

BOLT SETS used in the joints shall be New and of the proper design and size, for the Rail Section and Joint Bars furnished.

Bolts shall meet the material requirements of the specification entitled: Heat Treated carbon Steel Track Bolts, AREMA Manual-current edition.

Nuts shall meet the material requirements of the specification entitled: Carbon Steel Nuts, AREMA Manual.

Spring Washers be new and shall meet the material requirements of the specification entitled: Spring Washers, AREMA Manual-current edition.

TRACK SPIKES shall be New, and of the size and type indicated in the contract documents, they shall meet the materials requirements of the specifications entitled: Soft Steel Track Spikes, AREMA Manual-current edition.

TIE PLUGS shall be New and shall meet the material requirements of the specifications entitled: Tie Plugs, AREMA Manual-current edition.

CONSTRUCTION DETAILS:

The contractor shall make all the necessary measurements to provide for proper installation of the frog to conform to the contract document and AREMA Portfolio of Trackwork Plans.

Care shall be exercised in matching adjacent rails and the frog to prevent lipped or uneven joints; any mismatched rail ends over 1/8" will be welded (top of head) or ground (gauge side of head) to conform.

Joints shall be applied before the track is spiked, the joint bars to be lined up with rail in vertical position, and the bolts tightened by starting in the middle of the joint and working towards the ends.

Joint bars shall be fully bolted, with bolts, spring washers and nuts installed. The bolts shall be inserted alternately from gage to field side. All bolts shall be tightened to a tension of between 90 and 133kN (20,000 and 30,000 lbs.) per bolt.

Spiking - All spikes shall be started with the head pointed toward the rail and driven vertically and square with the rail and so driven as to allow 1/8" in the space between the under side of the head of the spike and the top of the base of the rail. In no case shall the spikes be over driven.

Plate holding spikes shall be started with the head pointed toward the rail and driven vertically so head has full bearing against tie plate.

No spikes shall be driven against the ends of joint bars.

Timber spiking for hook plates and twin tie plates (hook, flat or ridged) shall require only one spike at the ends of plate (so as not to spike kill timber.)

The contractor is cautioned that a preliminary inspection and acceptance of the frog by the Engineer shall always be conditional upon the fact that final acceptance cannot be given until the guard rails are adjusted to the following limits:

- Flange distance between gauge of rail and guard rail face shall be at least 1 ½".
- The guard check gauge distance shall not be less than 4'-6 ½' (The distance between the gauge line of a frog to the guarding face of the guard rail).
- The guard face gage distance shall not be more than 4'-5" (The distance between guard lines.)

METHOD OF MEASUREMENT:

Frogs shall be measured for payment by the actual number of frogs properly installed.

BASIS OF PAYMENT:

The unit price bid per each frog shall include the cost of all the labor, equipment and material necessary to remove existing, furnish and install a frog complete.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75675.9224 Remove Existing, Furnish and Install Frog	Each

75675.9300 - GAGING TRACK

DESCRIPTION:

The work shall consist of correcting track gage conditions at the locations indicated in the Contract Documents or at locations designated by the Engineer.

MATERIALS:

Track spikes shall be new 5/8" reinforced throat. They shall meet the dimensional requirements of the detail entitled: Chapter 5, Section 2.2 Design of Cut Track Spikes, AREMA Manual-current edition. The material requirements of the spikes shall be in accordance with the Specifications entitled: Chapter 5, Section 2.1 Specifications for Soft-Steel Track Spikes, AREMA Manual-current edition.

Tie plugs shall meet the requirements of the specification entitled: Chapter 30, Section 3.1.5 Specification for Tie Plugs and Synthetic Tie Plugging Materials, AREMA Manual-current edition.

CONSTRUCTION REQUIREMENTS:

The track gage shall be restored to standard gage of 4'-8½" and the work shall be coordinated with the tie renewal work in a manner that will avoid the removal and re-driving of spikes in new cross ties. Gage is measured between the heads of the rails at right angles to the rails in a plane 5/8" below the top of the rail head.

In curves, gage the low rail.

When correcting gage, all spikes pulling and driving must be done on the rail opposite the rail used for lining. Where spikes are pulled, the holes in the ties must be plugged with treated tie plugs of a size sufficient to completely and tightly fill the hole.

Rail holding spikes shall be driven vertically and square with the rail. They shall be driven so as to allow a 1/8" space between the underside of the spike head and the top of the base of the rail. The spike shall not be overdriven. Spikes shall not be bent against the rail.

Plate holding spikes shall be driven vertically and square with the tie. The spikes shall be driven tight to the tie plate.

- No spike shall be straightened while being driven.
- No spike shall be driven against the ends of joint bars.
- No spike shall be driven in a slot in a rail joint.

If a spike is allowed to be removed, the resulting hole shall be plugged with a treated tie plug of a size sufficient to completely and tightly fill the hole. Spikes may be driven through a tie plug. If, in the opinion of the Engineer, the tie plug is not completely and tightly filling the spike hole or if the tie plug is not properly holding a driven spike, the wood cross tie shall be removed and replaced.

METHOD OF MEASUREMENT:

This work shall be measured as the number of Linear Feet gaged. Measurement will be taken along the center line of the track.

BASIS OF PAYMENT:

The unit price bid per Linear Feet shall include the cost of all labor, material and equipment necessary to complete the work.

In general, existing track spikes will be reinstalled. All missing spikes must be replaced with new spikes, and the cost of new spikes shall be included in the unit price bid for this work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
75675.9300 Gaging Track	Linear Foot

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

APPENDIX A



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Erie County IDA
Mark Jarmuz, Project Manager
CHA Companies
2200 Main Place Tower
Buffalo NY 14202

Schedule Year 2017 through 2018
Date Requested 08/03/2017
PRC# 2017008547

Location Erie County
Project ID# PIN 5936.74.301
Project Type Rehabilitation of mainline track from MP 2.74 to MP 33.0 in Erie County, NY. project includes the replacement of 8,400 crossties, placing 9,000 tons of ballast and raise, align and surface 160,000

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 2017 through June 2018. 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 30.1).

Wages and Supplements

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

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 Five (5) years from the project's date of completion. [See Spota Bill Notice](#). 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.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. 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 NYS DOL 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.

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 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

Roberta Reardon, Commissioner

Erie County IDA
Mark Jarmuz, Project Manager
CHA Companies
2200 Main Place Tower
Buffalo NY 14202

Schedule Year 2017 through 2018
Date Requested 08/03/2017
PRC# 2017008547

Location Erie County
Project ID# PIN 5936.74.301
Project Type Rehabilitation of mainline track from MP 2.74 to MP 33.0 in Erie County, NY. project includes the replacement of 8,400 crossties, placing 9,000 tons of ballast and raise, align and surface 160,000

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

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, maintenance and repair, 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, maintenance and repair, 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, maintenance and repair, 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.

Construction Industry Fair Play Act

Required Posting For Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us .



New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

**ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT**

The law says that you are an employee unless:

- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

**IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS
INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.**

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
 - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
 - workers' compensation benefits for on-the-job injuries
 - payment for wages earned, minimum wage, and overtime (under certain conditions)
 - prevailing wages on public work projects
 - the provisions of the National Labor Relations Act and
 - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

- **Civil Penalty** First Offense: up to \$2,500 per employee.
 Subsequent Offense(s): up to \$5,000 per employee.
- **Criminal Penalty** First Offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing Public Work for up to one year.
 Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a \$50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

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.

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) 687-4882
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) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

* 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: _____

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

Effective July 18, 2008

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 only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.

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~>

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: mailto:japs@buffalo.edu

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_osh.cfm

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 took 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, required to be paid prevailing rates, 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 (*Note: Completion cards do not have an expiration date.*)
- 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 a 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 PW30.1
(Previously 30R)**

“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 PW30.1 Form.

REMEMBER...

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30.1 Form.

Do not write in any additional Classifications or Counties.

(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 PW30.1

(Previously 30R)

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

Before completing Form PW30.1 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

****Do not write in any additional Classifications or Counties.****

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 PW30.1 form to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870



Bureau of Public Work Harriman
State Office Campus
Building 12, Room 130
Albany, New York 12240
Phone: (518) 457-5589 | Fax: (518) 485-1870
www.labor.ny.gov

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

Before completing this form, make sure that:

- 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 and then **mail or fax** to the address above.

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone No: _____ Fax No: _____ Email: _____

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 3-8)*
**** Do not write in any additional Classifications or Counties****

Requestor Information

Name: _____

Title: _____ Date: _____

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under **Entire Counties & Partial Counties**.

- | | | | |
|-----|-----------------------------|-----|---------------------------------|
| 1. | Albany County | 33. | Oneida County |
| 2. | Allegany County | 34. | Onondaga County |
| 3. | Bronx County | 35. | Ontario County |
| 4. | Broome County | 36. | Orange County |
| 5. | Cattaraugus County | 37. | Orleans County |
| 6. | Cayuga County | 38. | Oswego County |
| 7. | Chautauqua County | 39. | Otsego County |
| 8. | Chemung County | 40. | Putnam County |
| 9. | Chenango County | 41. | Queens County |
| 10. | Clinton County | 42. | Rensselaer County |
| 11. | Columbia County | 43. | Richmond County (Staten Island) |
| 12. | Cortland County | 44. | Rockland County |
| 13. | Delaware County | 45. | Saint Lawrence County |
| 14. | Dutchess County | 46. | Saratoga County |
| 15. | Erie County | 47. | Schenectady County |
| 16. | Essex County | 48. | Schoharie County |
| 17. | Franklin County | 49. | Schuyler County |
| 18. | Fulton County | 50. | Seneca County |
| 19. | Genesee County | 51. | Steuben County |
| 20. | Greene County | 52. | Suffolk County |
| 21. | Hamilton County | 53. | Sullivan County |
| 22. | Herkimer County | 54. | Tioga County |
| 23. | Jefferson County | 55. | Tompkins County |
| 24. | Kings County (Brooklyn) | 56. | Ulster County |
| 25. | Lewis County | 57. | Warren County |
| 26. | Livingston County | 58. | Washington County |
| 27. | Madison County | 59. | Wayne County |
| 28. | Monroe County | 60. | Westchester County |
| 29. | Montgomery County | 61. | Wyoming County |
| 30. | Nassau County | 62. | Yates County |
| 31. | New York County (Manhattan) | | |
| 32. | Niagara County | | |

Job Classification Checklist

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

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter – Building	276B-All	7	2 ,5	
Carpenter – Building	276B-Cat	15	5	
Carpenter – Building	276-B-LIV	26, 28, 35, 59	61	
Carpenter – Building	276B-Gen	19, 32, 37	61	
Carpenter – Heavy & Highway	276HH-All	2, 5, 7		
Carpenter – Heavy & Highway	276HH-Erie	15		
Carpenter – Heavy & Highway	276HH- Gen	19, 32, 37, 61		
Carpenter – Heavy & Highway	276HH-Liv	26, 28, 35, 59		
Carpenter – Residential	276R-All	7	2, 5	
Carpenter – Building	277B-Bro	4, 54		
Carpenter – Building	277B-CAY	6, 50, 62		
Carpenter – Building	277B-CS	8, 12, 49, 51, 55	2	
Carpenter – Building	277 JLS	23, 25, 45		
Carpenter – Building	277 omh	22, 27, 33		
Carpenter – Building	277 On	34		
Carpenter – Building	277 Os	38		
Carpenter – Building	277CDO Bldg	9, 13, 39		
Carpenter – Heavy & Highway	277CDO HH	9, 13, 39		
Carpenter – Heavy & Highway	277HH-BRO	4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		
Carpenter – Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		
Carpenter – Building	291B-Cli	10, 16, 17		
Carpenter – Building	291B-Ham	21, 57, 58		
Carpenter – Building	291B-Sar	46		
Carpenter – Heavy & Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Electrician	25m	30, 52		
Electrician – Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	

Job Classification Checklist

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

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	
Electrician	840 Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrical Lineman	1249a West	60		
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer – Building	633 bON	34		

Job Classification Checklist

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

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborer – Building	633b Cay	6		
Laborer – Building	633bOS	38		
Laborer – Building	785(7)	4	9, 13, 54	
Laborer – Building	785B-CS	8, 51	49	
Laborer – Building	7-785b	12, 55	49, 54	
Laborers – Heavy & Highway	157h/h	47	18, 29, 46	
Laborers – Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	
Laborers – Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	
Laborer – Residential	621r	2, 7	5	
Laborers – Tunnel	157	47	18, 29, 46	
Laborers – Tunnel	35T	21, 22, 27, 33	18, 29	
Laborers – Tunnel	190	1, 42, 58	11, 20, 46	
Mason – Building	2TS.1	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Mason – Building	2TS.2	22, 23, 25, 33, 45	27	
Mason – Building	2TS.3	6, 34, 38	27	
Mason – Building	2b-on	34		
Mason – Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	
Mason – Building	2b.2	22, 33	25	
Mason – Building	2b.3	6, 34	27	
Mason – Building	2b.4	38		
Mason – Building	2b.5	23	25	
Mason – Building	2b.6	45		
Mason – Building	2b.8	10, 16, 17	57	
Mason – Building	3b-Co-Z2	8, 49, 51	2	
Mason – Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building – Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building	3B-Bing-Z2	4, 9, 13, 39, 54		
Mason – Building	3B-lth-Z2	12, 55		

Job Classification Checklist

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

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason – Building	3B-Jam-Z2	7	2, 5	
Mason – Building – Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason – Building	3B-Z3	15, 32	5	
Mason – Building	3B-Z3.Orleans	37		
Mason – Residential	3B-Z3R	15, 32	5	
Mason – Residential	3B-z3R.Orleans	37		
Mason - Heavy & Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason – Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason – Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason – Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter	3TS-Z3	15, 32, 37	5	
Mason – Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason – Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	
Operating Engineer – Heavy & Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Operating Engineer – Heavy & Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		
Operating Engineer – Heavy & Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		
Painter	150	28, 59, 62	26, 35	

Job Classification Checklist

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

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Painter	178 B	4, 9, 54		
Painter	178 E	8, 49	51	
Painter	178 I	12, 55		
Painter	178 O	13, 39		
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	
Painter	38.O		38	
Painter	38.W	23, 45	25	
Painter	4- Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	
Painter	4-Jamestown		5, 7	
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		
Teamsters – Heavy & Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	
Teamsters – Heavy & Highway	317bhh	6, 12, 50, 51, 55, 62	2	
Teamsters - Building/Heavy & Highway	456	40, 60		

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. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

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	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Erie County General Construction

Boilermaker

08/01/2017

JOB DESCRIPTION Boilermaker

DISTRICT 12

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

WAGES

Per hours: 07/01/2017

Boilermaker \$ 33.50

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

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', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 27.99*

*NOTE: \$26.00 of this amount is for every Hour "Paid"

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

1st Term 12 Months, Terms 3-8 at 6 Months

Per Hour:

- 1st \$ 22.77
- 3rd \$ 24.45
- 4th \$ 26.12
- 5th \$ 27.80
- 6th \$ 28.47
- 7th \$ 30.15
- 8th \$ 31.83

Supplemental Benefits per hour:

1st to 6th \$ 26.99**
7th to 8th \$27.99***

**NOTE: \$25.00 of this amount is for every Hour "Paid"

***NOTE: \$26.00 of this amount is for every Hour "Paid"

12-7

Carpenter - Building

08/01/2017

JOB DESCRIPTION Carpenter - Building

DISTRICT 12

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Townships of Persia and Perrysburg

WAGES

Per hour: 07/01/2017

Building:

Carpenter \$ 32.00

FloorLayer	32.00
Certified Welder	33.00
Hazardous Waste Worker	33.50
Diver-Dry Day	33.00
Diver Tender	33.00
Diver-Wet Day***	61.25

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

*** Diver rate applies to all hours worked on the day of dive.

Depth pay for divers:	0' to 80'	no additional fee
	81' to 100'	additional \$0.50 per foot
	101' to 150'	additional \$0.75 per foot
	151' and deeper	additional \$1.25 per foot
Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional \$0.75 per foot
	101' and deeper	additional \$1.00 per foot

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' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$ 27.58
Diver(s)	27.58

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:

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

Indentured Prior to 01/01/2016

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

Indentured After 01/01/2016

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th	5th
\$11.20	\$11.20	\$13.80	\$13.80	\$13.80

12-276B-Cat

Carpenter - Building / Heavy&Highway

08/01/2017

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

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

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour:

	07/01/2017	07/01/2018
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 29.88	Additional \$ 1.50

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

SUPPLEMENTAL BENEFITS

Per hour worked plus paid holidays:

Journeyman	\$ 21.45
------------	----------

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:	See (2, 17) on HOLIDAY PAGE
Overtime:	See (5, 6, 16) on HOLIDAY PAGE

Notes:

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.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

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 worked plus paid holidays:

1st year term	\$ 11.00
2nd year term	11.00
3rd year term	13.60
4th year term	13.60

2-42AtSS

Carpenter - Heavy&Highway

08/01/2017

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Erie

WAGES

Per hour: 07/01/2017

Carpenter	\$ 33.39
Certified Welder	34.89
Diver-Dry Day	34.39
Diver-Wet Day**	58.39
Diver Tender	34.39
Hazardous Material Worker	35.39
Piledriver	33.39
Millwright	34.89
Effluent & Slurry Diver-Wet Day	91.88

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

** Diver rate applies to all hours worked on the day of dive.

Depth pay for divers:	0' to 50'	no additional fee
	51'to 100'	additional \$0.50 per foot
	101' to 150'	additional \$0.75 per foot
	151' to 200'	additional \$1.25 per foot

Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional \$0.75 per foot
	101' to deeper	additional \$1.00 per foot

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', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$ 28.32
Diver(s)	28.32

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

Indentured Prior to 01/01/2016

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

Indentured After 01/01/2016

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental benefits per hour worked:

1st	2nd	3rd	4th	5th
\$11.00	\$11.00	\$13.60	\$13.60	\$13.60

12-276HH-Erie

Electrician

08/01/2017

JOB DESCRIPTION Electrician

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield, Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

WAGES

Per hour: 07/01/2017

Electrician* \$ 34.64

* Includes teledata work

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

17.3% for work from 4:30PM - 1:00AM

31.4% for work from 12:30AM - 9:00AM

Additional \$0.50/hr in shafts over 25 ft. deep and in underground tunnels over 75 ft. long.

Additional \$0.75/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswain chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.

Additional \$1.50/hr for Cable Splicers on such work as lead, and shielded cable and splices or terminations on cable 5KV and above.

Additional \$1.00/hr for Hot work (Atomic plants).

Additional \$2.00/hr for work on radio, TV, light towers and floating platforms or climbing ladders in excess of 100 ft. high.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 26.10*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following wages:

0 to 1000 to 2000 to 3500 to 5000 to 6500 to 8000

\$ 12.80 \$ 13.85 \$ 15.60 \$ 19.05 \$ 24.25 \$ 27.70

Supplemental benefits per hour worked:

0 to 2000 to 6500 to 8000

\$ 12.31* \$ 21.95* \$ 26.10*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

3-41

Elevator Constructor

08/01/2017

JOB DESCRIPTION Elevator Constructor

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2017

Elevator Constructor \$ 46.80

Helper 32.76

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

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 31.59*

* Note - add 6% of regular hourly rate for all hours worked.

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

REGISTERED APPRENTICES

Wages per hour:

One year (1,700 hour each) terms at the following percentage of Journeyman's wage:

1st*	2nd	3rd	4th
55%	65%	70%	80%

Supplemental benefits per hour worked:

\$ 31.59**

* Note - 0-6 months of the 1st year term is paid at 50% of Journeyman's wage with no Supplemental benefits.

** Note - add 6% of regular hourly rate for all hours worked.

3-14

Glazier **08/01/2017**

JOB DESCRIPTION Glazier

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2017
Glazier \$ 26.50
Working off Suspended
Scaffold (Swing Stage) 27.50
Maintenance 13.00*

* Note - This rate to be used only for all repair and replacement work such as glass breakage, glass replacement, door repair and board ups.

**** IMPORTANT NOTICE ****

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', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:
Journeyman Glazier \$ 20.92
Maintenance 13.04

OVERTIME PAY

See (B, E2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentices.
Paid: See (5, 6) on HOLIDAY PAGE for Maintenance
Overtime: See (5, 6) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

Glazier: 1000 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
40%	45%	50%	55%	60%	70%	80%	90%

Supplemental benefits per hour worked:

1st & 2nd terms \$ 7.55
3rd & 4th terms 8.40
All other terms 9.30

3-660

Insulator - Heat & Frost **08/01/2017**

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield and Pembroke.

WAGES

Per Hour: 07/01/2017 05/01/2018
Heat & Frost Insulator \$ 32.60 Additional \$ 1.40

SUPPLEMENTAL BENEFITS

Per hour worked:
\$ 22.34

OVERTIME PAY

See (B, *E, **Q) on OVERTIME PAGE
* Note - Double time after 10 hours on Saturday.
** Note - Triple time on Labor Day if WORKED.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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 worked:

1st and 2nd	\$ 17.94
All other terms	22.34

3-4

Ironworker

08/01/2017

JOB DESCRIPTION Ironworker

DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua

PARTIAL COUNTIES

Allegany: Entire county except the Towns of Birdsall, Burns and Grove.

Erie: All except the Town of Grand Island north of Whitehaven Road.

Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke

Steuben: Only the Townships of Canisteo, Freemont, Greenwood, Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

WAGES

Per hour: 07/01/2017

Structural	\$ 30.05
Ornamental	30.05
Layout	30.05
Rodmen	30.05
Reinforcing	30.05
Welders	30.05
Riggers & Mach. Movers	30.05
Curtain Wall Erector	30.05
Window Erector	27.70
Fence Erector	28.62

SUPPLEMENTAL BENEFITS

Per hour worked:

Fence erectors	\$ 25.70
All others	27.20

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
\$ 16.50	\$ 18.50	\$ 20.50	\$ 22.50

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$ 11.15	\$ 20.08	\$ 21.36	\$ 22.63

3-6

Ironworker

08/01/2017

JOB DESCRIPTION Ironworker

DISTRICT 3

ENTIRE COUNTIES

Niagara

PARTIAL COUNTIES

Erie: Only that portion of the Township of Grand Island north of Whitehaven Road.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour: 07/01/2017

Structural	\$ 30.35
Ornamental	30.35
Reinforcing	30.35
Rigger & Mach. Mover	30.35
Pre-Engineered	30.35
Fence Erector	30.35
Pre-Cast Erector	30.35
Welder	30.35
Window Erector	30.35

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 27.15

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

Wages per hour:

One year terms at the following wage:

1st term	\$ 16.50
2nd term	18.50
3rd term	20.50
4th term	22.50

Supplemental benefits per hour worked:

1st term	\$ 10.75
2nd term	17.65
3rd term	18.63
4th term	19.62

Laborer - Building

08/01/2017

JOB DESCRIPTION Laborer - Building

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Perrysburg and the Village Gowanda.

WAGES

CLASS A: Basic, Safety Man, Flagman, Tool Room Man, Nurseryman, Demolition Worker, Top Man, Wrecker, IBC Barriers Except on Structures, Guard Rail, Asphalt Shovelers, Foundation Laborer over 8' in Depth, Hod Carriers, Plaster Tender, Plaster Scaffold Builder, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns, Steel Burners.

CLASS B: Mortar Mixer, Asphalt Smoothers, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns over 8' in depth.

CLASS C: Worker on any Swing Scaffold, Blaster, Plumbing Laborer, Wagon Drill Operator, Bottomman (caisson or cofferdam), Laser Setter, Asphalt Rakers, Asphalt Screed Man.

CLASS D: Stone Cutter, Curb Setter and Flag Layer.

CLASS E: Wearing of replaceable cartridge respirator.

CLASS F: Asbestos Removal, Deleader.

CLASS G: Hazardous Waste Worker.

Per hour:	07/01/2017	07/01/2018	07/01/2019
Building Laborer:		Additional	Additional
CLASS A	\$ 26.83	\$ 1.25	\$ 1.25
CLASS B	27.00	1.25	1.25
CLASS C	27.11	1.25	1.25
CLASS D	27.58	1.25	1.25
CLASS E	27.83	1.25	1.25
CLASS F	28.33	1.25	1.25
CLASS G	28.83	1.25	1.25

SUPPLEMENTAL BENEFITS

Per hour worked:
 \$ 24.45

OVERTIME PAY

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

HOLIDAY

Paid: See (22) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 500	500 to 1000	1000 to 1500	1500 to 2000	2000 to 2500	2500 to 3000	3000 to 4000
55%	60%	65%	70%	75%	80%	90%

Supplemental benefits per hour worked:

\$ 24.45

3-210b

Laborer - Heavy&Highway

08/01/2017

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie

WAGES

Heavy/Highway Laborer:

GROUP A: Basic, Drill Helper, Flagman, Outboard and Hand Boats, Demolition Worker, Nurseryman, IBC Barriers (except on structures), Guard Rails, Road Markers.

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

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

GROUP D: Blasters, Curb and Flatwork Formsetter not on structures, Stone or Granite Curb Setters and Stone Cutter.

Per hour:	07/01/2017	07/01/2018	07/01/2019
Heavy/Highway Laborer:		Additional	Additional
GROUP A	\$ 29.61	\$ 1.25	\$ 1.25
GROUP B	29.81	1.25	1.25
GROUP C	30.01	1.25	1.25
GROUP D	30.21	1.25	1.25

For all Deleader & Asbestos work add \$1.50 to Group A rate.

For all Hazardous waste work add \$2.00 to Group A rate.

For use of replaceable cartridge respirator add \$1.00 to Group A rate.

An additional \$3.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

Sewer/Water Laborer:

GROUP A: Basic, Flagman, Top man, Wreckers.

GROUP B: Foundation, Plaster tender, Scaffold bootman, Pneumatic, gas, electric, tool operator, jackhammer, chipping guns.

GROUP C: Mortar Mixer, over 8 ft. in depth.

GROUP D: Pavement formsetter, Steelburner, Caisson, Wagon Drill Oper., PipeLayer, Swing Scaffold.

GROUP E: Utility pave driver, Laser operator.

GROUP F: Blaster.

Per hour:	07/01/2017	07/01/2018	07/01/2019
Sewer/Water Laborer:			
GROUP A	\$ 29.61	\$ 1.25	\$ 1.25
GROUP B	29.71	1.25	1.25
GROUP C	29.76	1.25	1.25
GROUP D	29.86	1.25	1.25
GROUP E	30.21	1.25	1.25
GROUP F	30.61	1.25	1.25

For all Deleader & Asbestos work add \$1.50 to Group A rate.

For all Hazardous waste work add \$2.00 to Group A rate.

An additional \$3.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 24.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 500	to 1000	to 1500	to 2000	to 2500	to 3000	to 4000
55%	60%	65%	70%	75%	80%	90%

Supplemental benefits per hour worked:

\$ 24.45

3-210h

Laborer - Tunnel

08/01/2017

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 3

ENTIRE COUNTIES

Erie

WAGES

CLASS A: Mole Nipper, Powder Handler, Changehouse Attendant and Top Laborer.

CLASS B: Air Spade, Jackhammer, Pavement Breaker.

CLASS C: Top Bell.

CLASS D: Bottom Bell, Side or Roofbelt Driller, Maintenance men, Burners, Block Layers, Rodmen, Caulkers, Miners helper, Trackmen, Nippers, Derailmen, Electrical Cablemen, Hosemen, Groutmen, Gravelmen, Form Workers, Movers and Shaftmen, Conveyor men.

CLASS E: Powder Monkey.

CLASS F: Blasters, Ironmen and Cement Worker, Miner, Welder, Heading Driller.

CLASS G: Steel Erectors, Piledriver, Rigger.

Per hour:	07/01/2017	07/01/2018	07/01/2019
Tunnel Laborer:		Additional	Additional
CLASS A	\$ 31.11	\$ 1.25	\$ 1.25
CLASS B	31.26	1.25	1.25
CLASS C	31.36	1.25	1.25
CLASS D	31.86	1.25	1.25
CLASS E	31.96	1.25	1.25
CLASS F	32.36	1.25	1.25
CLASS G	32.61	1.25	1.25

For all Deleader & Asbestos work add \$1.50 to Class A rate.

For all Hazardous waste add \$2.00 to Class A rate.

For use of replaceable cartridge respirator add \$1.00 to Group A rate.

An additional \$3.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 24.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 500	500 to 1000	1000 to 1500	1500 to 2000	2000 to 2500	2500 to 3000	3000 to 4000
55%	60%	65%	70%	75%	80%	90%

Supplemental benefits per hour worked:

\$ 24.45

3-210t

Lineman Electrician

08/01/2017

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:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below 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. (Ref #14.01.01)

	07/01/2017	05/07/2018	05/06/2019	05/04/2020
Lineman, Technician	\$ 49.20	\$ 50.60	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	49.20	50.60	52.05	53.50
Welder, Cable Splicer	49.20	50.60	52.05	53.50
Digging Mach. Operator	44.28	45.54	46.85	48.15
Tractor Trailer Driver	41.82	43.01	44.24	45.48
Groundman, Truck Driver	39.36	40.48	41.64	42.80
Equipment Mechanic	39.36	40.48	41.64	42.80
Flagman	29.52	30.36	31.23	32.10

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 49.20	\$ 50.60	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	49.20	50.60	52.05	53.50
Cable Splicer	54.12	55.66	57.26	58.85
Certified Welder - Pipe Type Cable	51.66	53.13	54.65	56.18
Digging Mach. Operator	44.28	45.54	46.85	48.15
Tractor Trailer Driver	41.82	43.01	44.24	45.48
Groundman, Truck Driver	39.36	40.48	41.64	42.80
Equipment Mechanic	39.36	40.48	41.64	42.80
Flagman	29.52	30.36	31.23	32.10

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 50.52	\$ 51.92	\$ 53.37	\$ 54.82
Crane, Crawler Backhoe	50.52	51.92	53.37	54.82
Cable Splicer	55.57	57.11	58.71	60.30
Certified Welder - Pipe Type Cable	53.05	54.52	56.04	57.56
Digging Mach. Operator	45.47	46.73	48.03	49.34
Tractor Trailer Driver	42.94	44.13	45.36	46.60
Groundman, Truck Driver	40.42	41.54	42.70	43.86
Equipment Mechanic	40.42	41.54	42.70	43.86
Flagman	30.31	31.15	32.02	32.89

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

Below rates applicable on all overhead and underground 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. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 51.71	\$ 53.11	\$ 54.56	\$ 56.01
Crane, Crawler Backhoe	51.71	53.11	54.56	56.01
Cable Splicer	51.71	53.11	54.56	56.01
Digging Mach. Operator	46.54	47.80	49.10	50.41
Tractor Trailer Driver	43.95	45.14	46.38	47.61
Groundman, Truck Driver	41.37	42.49	43.65	44.81
Equipment Mechanic	41.37	42.49	43.65	44.81
Flagman	31.03	31.87	32.74	33.61

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE 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 %

**** IMPORTANT NOTICE ****

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.
 *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (also required on non-worked holidays):

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

Journeyman	\$ 22.65	\$ 23.40	\$ 24.15	\$ 24.90
------------	----------	----------	----------	----------

*plus 6.75% of
 hourly wage

*plus 6.75% of
 hourly wage

*plus 6.75% of
 hourly wage

*plus 6.75% of
 hourly wage

*The 6.75% 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: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata **08/01/2017**

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 OUTSIDE WORK.

07/01/2017

Cable Splicer	\$ 30.90
Installer, Repairman	29.33
Teledata Lineman	29.33
Technician, Equipment Operator	29.33
Groundman	15.56

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

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

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 4.43
	*plus 3% of wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting **08/01/2017**

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

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

(Ref #14.01.01)

Per hour:	07/01/2017	05/07/2018	05/06/2019	05/04/2020
Lineman, Technician	\$ 42.65	\$ 43.80	\$ 45.00	\$ 46.20
Crane, Crawler Backhoe	42.65	43.80	45.00	46.20
Certified Welder	44.78	45.99	47.25	48.51
Digging Machine	38.39	39.42	40.50	41.58
Tractor Trailer Driver	36.25	37.23	38.25	39.27
Groundman, Truck Driver	34.12	35.04	36.00	36.96
Equipment Mechanic	34.12	35.04	36.00	36.96
Flagman	25.59	26.28	27.00	27.72

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.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE 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%

**** IMPORTANT NOTICE ****

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. *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 22.65	\$ 23.40	\$ 24.15	\$ 24.90
	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.
 Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
 NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

	07/01/2017	05/07/2018	05/06/2019	05/04/2020
1st term	\$ 25.59	\$ 26.28	\$ 27.00	\$ 27.72
2nd term	27.72	28.47	29.25	30.03
3rd term	29.86	30.66	31.50	32.34
4th term	31.99	32.85	33.75	34.65
5th term	34.12	35.04	36.00	36.96
6th term	36.25	37.23	38.25	39.27
7th term	38.39	39.42	40.50	41.58

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer

08/01/2017

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.

07/01/2017

Tree Trimmer	\$ 23.95
Equipment Operator	21.13
Equipment Mechanic	21.13
Truck Driver	17.52
Groundman	14.36
Flag person	10.23

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 9.98
	*plus 3% of hourly wage

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.
 All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building **08/01/2017**

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per Hour:	07/01/2017	07/01/2018
Building:		Additional
Bricklayer	\$ 31.10	\$ 1.25
Stone Mason	31.10	1.25
Tuck Pointer	31.10	1.25

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', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 25.48

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 17.91	\$ 18.26	\$ 21.40	\$ 25.29

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$ 10.28	\$ 17.03	\$ 18.88	\$ 20.68

5-3B-Z3

Mason - Building **08/01/2017**

JOB DESCRIPTION Mason - Building

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2017	04/01/2018	04/01/2019
Plasterer	\$ 29.15	\$ 29.65	\$ 30.15

Additional \$3.00/hr for work on swing stage over 20 feet.

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 18.99 \$ 19.74 \$ 20.49

OVERTIME PAY

Exterior work only See (B, E, E2, Q) on OVERTIME PAGE.
All other work See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following dollar amounts:

0 to 1000 to 2000 to 3000 to 4000 to 4700 to 5400 to 6000
\$ 11.30 \$ 12.30 \$ 13.30 \$ 14.30 \$ 16.30 \$ 17.30 \$ 18.30

Supplemental benefits per hour worked:

Hour terms at the following dollar amounts:

0 to 4000 to 4700 to 5400 to 6000
\$ 2.50 \$ 2.50 \$ 3.50 \$ 4.50

3-9-Pltr

Mason - Building / Heavy&Highway

08/01/2017

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2017 07/01/2018 07/01/2019
Additional Additional Additional
Cement Mason \$ 30.00 \$ 1.00 \$ 1.00
Additional \$0.25 per hr for Swing scaffold or exterior scaffold 42' or higher.
Additional \$1.00 per hr when required to wear respirator.

SUPPLEMENTAL BENEFITS

Per hour paid: \$ 29.67

OVERTIME PAY

See (B, E, Q, V) 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 dollar amounts:

1st 2nd 3rd 4th 5th 6th
\$ 13.65 \$ 14.65 \$ 17.65 \$ 19.65 \$ 21.65 \$ 23.65

Supplemental benefits per hour paid:

1st 2nd 3rd 4th 5th 6th
\$ 8.36 \$ 11.22 \$ 12.90 \$ 16.08 \$ 18.25 \$ 21.60

3-111Erie

Mason - Heavy&Highway

08/01/2017

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2017
Heavy & Highway:
Cement Mason \$30.58
Bricklayer 30.58

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', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 21.08

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:

1500 hour terms at the following percentage of Journeyman's wage:

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

Supplemental benefits per hour worked:

1st term	\$ 13.58
2nd - 4th term	21.08

5-3h

Mason - Tile Finisher 08/01/2017

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2017	07/01/2018
Building:		Additional
Marble, Slate, Terrazzo and Tile Finisher	\$ 29.13	\$.25

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', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 15.80

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1200 hours 1st and 2nd term and 1300 hours 3rd term at the following wage:

1st	2nd	3rd
\$ 15.23	\$ 17.86	\$ 23.90

Supplemental benefits per hour worked:

1st	2nd	3rd
\$ 7.14	\$ 9.02	\$ 12.00

5-3TF - Z3

Mason - Tile Setter **08/01/2017**

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only in the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2017	07/01/2018
Building:		Additional
Marble, Slate, Terrazzo and Tile Setter	\$ 31.45	\$ 1.25

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', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 24.63

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 17.64	\$ 18.03	\$ 21.22	\$ 25.31

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$ 10.30	\$ 16.95	\$ 18.71	\$ 20.19

5-3TS - Z3

Millwright **08/01/2017**

JOB DESCRIPTION Millwright

DISTRICT 12

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2017
Millwright	\$ 31.70
Certified Welder	32.95
Hazardous Waste Work	32.95

Field Machinist 32.95

SUPPLEMENTAL BENEFITS

Per hour Paid:
\$ 27.40

OVERTIME PAY

See (B, E, *E2, 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 regular scheduled work day.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1300 hour terms at the following percentage of Journeyman's wage:

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

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
\$10.85	\$ 22.44	\$ 24.09	\$ 25.75

12-1163-Gen/Nia/Orl/Wyo

Operating Engineer - Building

08/01/2017

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only 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

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Archer Hoist, Asphalt Curb and Gutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe, Backhoe and Pullhoe (tractor mounted, rubber tired), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (Pipe), Bituminous Spreader and Mixer, Blacktop Plants (Automated and Non-automated), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck (excluding pick-up and delivery), Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all concrete batching plants), Cherry Picker, Concrete Cleaning Decontamination Machine Operator, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Cutters (Vermeer or Similar Type), Concrete Mixer (over 1/2 cu yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Conveyor, Core Drill, Crane, Crusher, Decon of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Generator (10 outlets or more), Gradall, Grader, Grout or Gunite Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Helicopter (when used for hoisting), Hoist (one drum), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self-propelled), Hydraulic Pipe Jack Machine (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Hydro Crane, Hydro Hammer (or similar type), Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type loaders), Laser Screed, Locomotive, Lubrication Truck, Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self-propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Multiple Drum Hoist (more than one drum in use), Overhead Crane, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master or equivalent, Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (pipe), Rotomill, Scissors Trucks, Lift, or Boom Lift of any type (when used for hoisting), Scoopmobile, Shovel, SideBoom, Skidsteer/Bobcat (Similar Type), Skimmer, Slip Form Paver (CMI or similar type), Snorkel/Vacuum Truck, Strato-Tower, Stump Chipping Machine, Tire Truck and Drivers performing tire repair (exclude outside vendor), Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractor (when using winch power), Tractors, Trencher, Truck Crane, Truck Mechanic and Helper (exclude Teamsters when repairing their own trucks), Tunnel Shovel, Tube Finisher (CMI and similar type), Ultra High Pressure Waterjet Cutting Tool System Operator/Mechanic, Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, Boiler (used in conjunction with production), CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors (any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines - four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Form Trucks (excluding Teamster or delivery), Fuel Truck or Drivers (exclude Teamster or delivery), Heaters, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps, Revinius Widener, Steam Boilers (if manning or license by local law is required), Steam Cleaner (when used for cleaning equipment on the job site), Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building:

Per hour:	07/01/2017
Master Mechanic	\$ 36.70
Asst.Master Mechanic	36.06
Crane(boom over 100ft)	36.11
" (boom over 200ft)	36.61
" (boom over 300ft)	37.11
CLASS A	35.61
CLASS B	31.13

Additional \$1.00 per hour for tunnel work.

Additional \$2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.

Additional \$3.00 per hour for all lattice boom cranes and any hydraulic crane over 60 ton capacity.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman	\$ 28.90*
------------	-----------

*Note: For Overtime Hours \$20.70 of this amount is paid a straight time, the remaining balance of \$8.20 is paid at the same premium as the wage.

OVERTIME PAY

See (B, E, *E2, P) on OVERTIME PAGE

* Only Saturdays between October 15th and April 15th.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1 year Terms

1st	2nd	3rd	4th
\$26.70	\$27.59	\$28.47	\$29.36

Supplemental benefits Per Hour:

All Apprentices \$28.00*

*Note: For Overtime Hours \$20.60 of this amount to be paid a straight time rate remaining balance of \$7.40 is paid at same premium as the wage.

12-17b

Operating Engineer - Heavy&Highway

08/01/2017

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only 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

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Asphalt Curb and Cutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe (all), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (pipe), Bituminous Spreader and Mixer, Blacktop Plant (all), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck, Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all Concrete Batching Plants), Cherry Picker, Concrete Cleaning Decontamination Machine, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Mixer (over 1/2 cu. yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Concrete Saw (self propelled), Conveyor, Convoying Vehicles Convoying Engineer's Equipment, Core Drill, Crane, Crusher, Decontamination of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Gradall, Grader, Grout or Guniting Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Hoist (all types), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self propelled), Hydraulic Pipe Jack Machine, (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type Loaders), Laser Screed, Locomotive, Log Skidder (similar type), Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Overhead Crane, Parts Chasing, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Post Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equivalent), Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (Pipe), Rotomill, Scoopmobile, Shovel, Side Boom, Skidsteer/Bobcat (similar type), Skimmer, Slip Form Paver (CMI or similar, first and second operator), Snorkel/Vacuum Truck, Strato-Tower, Tire Truck & Repair, Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractors (when using winch power), Trencher, Truck Crane, Tug Boats, Tunnel Shovel, Tube Finisher (CMI and similar), Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Waterjet Cutting Tool System Operator/Mechanic (Ultra High Pressure), Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors: any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines (four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Fuel Truck, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps (4" or over), Revinus Widener, Steam Cleaner, Stump Chipping Machine, Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building Site, Heavy/Highway, Sewer/Water, Tunnel:

Per hour:	07/01/2017
Master Mechanic	\$ 38.41
Asst. Master Mechanic	37.77
Crane (boom over 100ft)	38.09
" (boom over 200ft)	38.34
" (boom over 300ft)	38.84
CLASS A	37.34
CLASS B	32.84

Additional \$1.00 per hour for tunnel work

Additional \$2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.

Additional \$3.00 per hour for all lattice boom cranes and any hydraulic crane over 60 ton capacity.

For work bid after 07/01/2014 an additional \$3.00 per hour when shift work is mandated either in the job specifications or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 29.81*

*Note: For Overtime Hours \$21.61 of the amount paid at straight time, the remaining balance of \$8.20 is paid at the same premium as the wage.

OVERTIME PAY

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

HOLIDAY

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

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

*,** NOTE: If Holiday falls on a Sunday it will be celebrated on Monday

,* NOTE: If employee works that Monday use "T" under Overtime Pay.

REGISTERED APPRENTICES

Wages per hour:

Apprentices at 1 year terms

1st	2nd	3rd	4th
\$29.84	\$30.84	\$31.84	\$32.84

Supplemental Benefits

All Apprentices \$29.41*

Note: For Overtime Hours \$21.61 of this amount is paid at straight time , the remaining balance of \$7.80 is paid at the same premium as the wage.

12-17 hh/sw/t

Operating Engineer - Marine Dredging 08/01/2017

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for barge mounted cranes and other equipment are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2017	10/01/2017
DREDGING OPERATIONS CLASS A		
Operator, Leverman, Lead Dredgeman	\$ 37.25	\$ 38.18

CLASS A1 Dozer,Front Loader Operator To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.

CLASS B Barge Operator Spider/Spill Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$ 32.21	\$33.02
--	----------	---------

Certified Welder, Boat Operator(licensed)	\$ 30.33	\$ 31.09
---	----------	----------

CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	\$ 29.50	\$ 30.24
--	----------	----------

Welder (please add)\$ 0.06

Boat Operator	\$ 28.54	\$ 29.26
---------------	----------	----------

CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	\$ 23.71	\$ 24.30
--	----------	----------

Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2017 \$10.75 plus 8%	10-01-2017 \$11.23 plus 8%
-------------------	-------------------------------	-------------------------------

	of straight time wage, Overtime hours add \$ 0.63	of straight time wage, Overtime hours add \$ 0.63
All Class C	\$10.45 plus 8% of straight time wage, Overtime hours add \$ 0.48	\$10.93 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.15 plus 8% of straight time wage, Overtime hours add \$ 0.33	\$10.63 plus 8% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew

08/01/2017

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only 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

These rates apply to Building and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

- Party Chief - One who directs a survey party.
- Instrument Person - One who operates the surveying instruments.
- Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2017

Party Chief	\$ 39.46
Instrument Person	37.25
Rod Person	25.91

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 \$ 24.80

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms for at percentage of Wage:

07/01/2017

0-1000 Hrs 60%

1001-2000 Hrs	70%
2001-3000 Hrs	80%

SUPPLEMENTAL BENEFITS per hour worked:

0-1000 Hrs	\$ 15.55
1001-2000 Hrs	18.14
2001-3000 Hrs	20.73

12-17D Sur

Operating Engineer - Survey Crew - Consulting Engineer

08/01/2017

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only 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

These rates apply to feasibility and preliminary design surveying, line of grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2017

Party Chief	\$ 39.46
Instrument Person	37.25
Rod Person	25.91

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 24.80
------------	----------

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2016

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFITS per hour worked:

0-1000	\$ 15.55
1001-2000	18.14
2001-3000	20.73

12-17D Con Eng

Painter

08/01/2017

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.
 Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.
 Livingston: Only the Townships of North Dansville, Nunda, Ossian, Portage, Sparta, Spring Water and West Sparta.
 Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville, Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

WAGES

Per hour:	07/01/2017	05/01/2018 Additional	05/01/2019 Additional
Basic Rate (Brush & Roll)	\$ 25.95	\$ 1.00	\$ 1.00
Spray painting, wallcovering	25.95	1.00	1.00
Abrasive and hydroblasting	25.95	1.00	1.00
Taping/DryWall Finisher	26.45	1.00	1.00
Skeleton Steel*	26.70	1.00	1.00

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks, cranes and the abatement of coatings with lead, asbestos and/or arsenic, etc. All work within the confines of a plant shall be paid the skeleton steel rate (except in-plant tank work (see Tank Rate)).

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', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 23.84

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:

Painter/Decorator: 750 hour terms at the following percentage of Journeyman's Basic wage rate:

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

Taper/Drywall Finisher: 750 hour terms at the following percentage of Journeyman's Taper wage:

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

Painter/Decorator and Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 2.30	\$ 4.30	\$ 5.30	\$ 5.80	\$ 6.30	\$ 6.80	\$ 7.30	\$ 7.55

3-4-Buf, Nia, Olean

Painter

08/01/2017

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:	07/01/2017	05/01/2018 Additional	05/01/2019 Additional
Bridge*	\$ 38.00	\$ 1.25	\$ 1.05
Tunnel*	38.00	1.25	1.05
Tank*	36.00	1.25	1.05

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.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

* 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:

\$ 26.90

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:

750 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	\$ 5.35
3rd & 4th terms	5.35
5th & 6th terms	6.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

08/01/2017

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

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

	07/01/2017	06/01/2018
Metal Polisher	\$ 29.73	\$ 30.58
Metal Polisher**	30.68	31.53
Metal Polisher***	33.23	34.08

**Note: Applies on New Construction & complete renovation

*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2017	06/01/2018
Journeyworker:		
All classification	\$ 7.55	\$ 7.65

OVERTIME PAY

See (B, E, E2, P, 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

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2017	06/01/2018
1st year	\$ 12.14	\$ 14.25
2nd year	13.44	15.50
3rd year	16.29	18.25

Supplementals benefits:
 Per hour paid:

	07/01/2017	06/01/2018
1st year	\$ 5.62	\$ 5.62
2nd year	5.62	5.62
3rd year	5.62	5.62

8-8A/28A-MP

Plumber **08/01/2017**

JOB DESCRIPTION Plumber

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara, Wyoming

PARTIAL COUNTIES

Allegany: Only the Townships of Allen, Angelica, Belfast, Caneadea, Centerville, Granger, Hume, New Hudson and Rushford
 Cattaraugus: Only the Townships of Ashford, Dayton, East Otto, Ellicottville, Farmersville, Franklinville, Freedom, Leon, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.
 Chautauqua: Only the Townships of Arkwright, Charlotte, Cherry Creek, Dunkirk, Hanover, Pomfret, Portland, Ripley, Sheridan, Stockton, Villenova, Westfield, City of Dunkirk and Village of Fredonia.
 Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.
 Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour:	07/01/2017	04/30/2018
Plumber	\$ 33.95*	Additional \$ 1.45
Steamfitter	33.95*	1.45

*Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 24.41*

* Note - \$3.00 of this amount must be paid at the same premium as the wage.

OVERTIME PAY

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

* Double time after 11 hours per day on Weekdays.

** Double time after 10 hours per day on Saturday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th
45%*	55%*	65%*	75%*	90%*

*Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

Supplemental benefits per hour worked:

\$ 20.10*

* Note - \$3.00 of this amount must be paid at the same premium as the wage.

3-22-Buffalo, Niagara

Roofer **08/01/2017**

JOB DESCRIPTION Roofer

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2017	06/01/2018 Additional	06/01/2019 Additional
Asbestos Removal	\$ 31.00	\$ 1.00	\$ 1.00
Slate, Tile	28.15	1.00	1.00
Precast tile / slabs	28.15	1.00	1.00
Crete / gypsum planks	28.15	1.00	1.00
Damp and waterproofer	28.00	1.00	1.00
Composition, spayers,	28.00	1.00	1.00
Asphalt mastic,	28.00	1.00	1.00
Steep roofers	28.00	1.00	1.00

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
 10.0% for work from 4:30PM - 1:00AM or second shift
 15.0% for work from 12:30AM - 9:00AM or third shift

SUPPLEMENTAL BENEFITS

Per hour worked:
 \$ 21.47

OVERTIME PAY

See (B, *E, **E2, Q) on OVERTIME PAGE
 * and ** Double time after 8 hours on Saturday.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 499	to 999	to 1499	to 1999	to 2499	to 2999	to 3499	to 4499
60%	65%	70%	75%	80%	85%	90%	95%

Supplemental benefits per hour worked:

0 to 499	to 999	to 1499	to 1999	to 2499	to 2999	to 3499	to 4499
\$ 8.29	\$ 8.29	\$ 11.57	\$ 18.43	\$ 19.03	\$ 19.64	\$ 20.26	\$ 20.86

3-74

Sheetmetal Worker

08/01/2017

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2017	05/28/2018 Additional	05/27/2019 Additional
Sheet Metal Worker	\$ 33.73	\$ 1.20	\$ 1.20

Additional \$0.50 per hour for work more than 30' above floor on boatswain chair.
 Additional \$1.00 per hour for work in "Hot" areas of atomic laboratories, atomic plants, or any premises where radio-active materials are stored or handled and personal protective equipment is required.
 Additional \$1.00 per hour for work when required to have 40-hour HAZMAT training or the use of OSHA compliant respirator is required.

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
 \$ 3.25 per hour for work from 4:30PM - 1:00AM or second shift
 \$ 5.00 per hour for work from 12:30AM - 9:00AM or third shift

SUPPLEMENTAL BENEFITS

Per hour worked:
 \$ 23.84*

* Note - \$17.49 of this amount must be paid at the same premium as the wages per overtime hours.

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:
 One year terms at the following wage:

1st term	\$ 15.18
2nd term	19.74
3rd term	21.14
4th term	25.33
5th term	28.13

Supplemental benefits per hour:

1st term	\$ 14.24	Note - \$7.89 of this amount must be paid at the same premium as the wage.
2nd term	17.12	Note - \$10.77 of this amount must be paid at the same premium as the wage.
3rd term	21.25	Note - \$14.90 of this amount must be paid at the same premium as the wage.
4th term	22.12	Note - \$15.77 of this amount must be paid at the same premium as the wage.
5th term	22.69	Note - \$16.34 of this amount must be paid at the same premium as the wage.

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply;

Shift Premium per hour:

	4:30PM - 1:00AM or Second Shift	12:30AM - 9:00AM or Third Shift
1st term	\$ 1.46	\$ 2.25
2nd term	1.63	2.50
3rd term	1.79	2.75
4th term	2.28	3.50
5th term	2.60	4.00

3-71

Sprinkler Fitter

08/01/2017

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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, Schoharie, Schuylar, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

WAGES

Per hour	07/01/2017	01/01/2018	04/01/2018
Sprinkler Fitter	\$ 33.76	33.76	34.91

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 22.14	22.84	23.14
------------	----------	-------	-------

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

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

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

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.73	\$ 8.77	\$ 16.34	\$ 16.38	\$ 16.93	\$ 16.97	\$ 17.02	\$ 17.06	\$ 17.11	\$ 17.15

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

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

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.07	\$ 8.07	\$ 16.24	\$ 16.24	\$ 16.49	\$ 16.49	\$ 16.49	\$ 16.49	\$ 16.49	\$ 16.49

1-669

Teamster - Building / Heavy&Highway **08/01/2017**

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Genesee: Only in the Townships of Alabama, Darien and Pembroke.

Orleans: Only the Townships of Ridgeway, Shelby and Yates.

Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

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.

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

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

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

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

Per hour: 07/01/2017

All GROUPS \$ 37.00

Add \$2.00 when required to use personal protection when performing hazardous waste removal work.

An additional \$1.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 13.03*

*Note - Only \$ 6.00 per hour needs to be paid for overtime hours.

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

3-449

Teamster - Building / Heavy&Highway **08/01/2017**

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

WAGES

Per hour: 07/01/2017

06/01/2018

Dump Truck Operator* \$ 20.25 \$ 21.25

*Does not include Single Axle Dump Trucks (see Teamster Group 1).
*Does not include Off-highway Dump Trucks (see Teamster Groups 2-5).

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 1.44

OVERTIME PAY

See (B, B2, Q) on OVERTIME PAGE

HOLIDAY

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

3-449d-DT

Welder

08/01/2017

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 07/01/2017

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

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.

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

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

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: _____

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone: ()

Fax: ()

E-Mail: _____

2. NY State Units (see Item 5)

- | | |
|---|--|
| <input type="checkbox"/> 01 DOT | <input type="checkbox"/> 07 City |
| <input type="checkbox"/> 02 OGS | <input type="checkbox"/> 08 Local School District |
| <input type="checkbox"/> 03 Dormitory Authority | <input type="checkbox"/> 09 Special Local District, i.e.,
Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University
Construction Fund | <input type="checkbox"/> 10 Village |
| <input type="checkbox"/> 05 Mental Hygiene
Facilities Corp. | <input type="checkbox"/> 11 Town |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT | <input type="checkbox"/> 12 County |
| | <input type="checkbox"/> 13 Other Non-N.Y. State
(Describe) |

3. SEND REPLY TO check if new or change)
Name and complete address: _____

Telephone:()

Fax: ()

E-Mail: _____

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE : _____

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT : _____

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- 1. New Building
- 2. Addition to Existing Structure
- 3. Heavy and Highway Construction (New and Repair)
- 4. New Sewer or Waterline
- 5. Other New Construction (Explain)
- 6. Other Reconstruction, Maintenance, Repair or Alteration
- 7. Demolition
- 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- | | |
|--|---|
| <input type="checkbox"/> Construction (Building, Heavy
Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen |
| <input type="checkbox"/> Tunnel | <input type="checkbox"/> Janitors, Porters, Cleaners,
Elevator Operators |
| <input type="checkbox"/> Residential | <input type="checkbox"/> Moving furniture and
equipment |
| <input type="checkbox"/> Landscape Maintenance | <input type="checkbox"/> Trash and refuse removal |
| <input type="checkbox"/> Elevator maintenance | <input type="checkbox"/> Window cleaners |
| <input type="checkbox"/> Exterminators, Fumigators | <input type="checkbox"/> Other (Describe) |
| <input type="checkbox"/> Fire Safety Director, NYC Only | |

9. Has this project been reviewed for compliance 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>

NYSDOL Bureau of Public Work Debarment List 05/17/2017

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	DOL	****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC	****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	****6367	ADVANCED METALS		387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMEN T	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		ANDREW DIPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022

NYS DOL Bureau of Public Work Debarment List 05/17/2017

Article 8

DOL	DOL	****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL	****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	****6046	ATLANTIC SUN CONSTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL	****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC	****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020

NYSDOL Bureau of Public Work Debarment List 05/17/2017

Article 8

DOL	DOL	****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUE ATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	****2703	CONKLIN'S TECH- MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	NYC	****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	NYC	****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL	****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAIR 145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL	****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	DA	****6789	DOL	DBA NAME QMC	BUILDING 12 ALBANY NY 12240	12/01/2017	12/01/2018

NYS DOL Bureau of Public Work Debarment List 05/17/2017

Article 8

DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTION	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVEES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEES & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018

NYSDOL Bureau of Public Work Debarment List 05/17/2017

Article 8

DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTION	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTING INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FL NEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTION & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL	****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL	****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018

NYS DOL Bureau of Public Work Debarment List 05/17/2017

Article 8

DOL	NYC	****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMME		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETS YRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	AG	****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907 SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL	****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021

NYS DOL Bureau of Public Work Debarment List 05/17/2017

Article 8

DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUENEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020

NYS DOL Bureau of Public Work Debarment List 05/17/2017

Article 8

DOL	DOL	****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTING CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	****4388	LEN J CONSTRUCTION LLC		P O BOX 10007 ALBANY NY 12201	06/24/2016	01/30/2022
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2014	01/23/2019
DOL	DOL		LEROY NELSON JR		C/O LEN J CONSTRUCTION LL P O BOX 10007ALBANY NY 12201	06/24/2016	01/30/2022
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	NYC	****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC	****3141	MACKIEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL	****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017

NYSDOL Bureau of Public Work Debarment List 05/17/2017

Article 8

DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTION	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020

NYS DOL Bureau of Public Work Debarment List 05/17/2017

Article 8

DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	NYC	****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL	****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	NYC	****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL	****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTI K PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020

NYS DOL Bureau of Public Work Debarment List 05/17/2017

Article 8

DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK CIRCLE MIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	NYC	****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTRIC CORP 3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTH BRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL	****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC	****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTION LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018

NYS DOL Bureau of Public Work Debarment List 05/17/2017

Article 8

DOL	DOL	****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTION COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	NYC	****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	NYC	****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATIONS INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	****9676	T D CONTRACTORS CORP	T D CONTRACTORS INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL	****7417	TADCO CONSTRUCTION CORP		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWTALANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019

NYS DOL Bureau of Public Work Debarment List 05/17/2017

Article 8

DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC	****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL		TROY D CLARKE	ADVANCED METALS	387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	AG	****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

APPENDIX B



8600 Depot Street Eden, New York 14057
716-992-4979 fax: 716-992-9132 buffalosouthern@aol.com

RIGHT-OF-WAY WORK PERMIT AGREEMENT

In order to make the necessary changes in BSOR's Timetable instructions, Bulletin Orders, etc., the BSOR requires that all **CONTRACTORS AND SUBCONTRACTORS** who work on or near the Buffalo Southern Railroad right-of-way or on a bridge above the right-of-way fill out and file a RIGHT-OF-WAY WORK PERMIT AGREEMENT and a RELEASE AND INDEMNIFICATION CONTRACT.

The charge to file the work permit is **\$100.00**.

The RELEASE AND INDEMNIFICATION CONTRACT must be completed and insurance coverage in place to BSOR's satisfaction before any work begins.

A minimum of **\$1,100** must be paid before any work takes place on Buffalo Southern's right-of-way. (\$100 for the Work Permit and \$1,000 for a minimum of 2 days of BSOR On-Track Safety at \$500/day)

The BSOR requires that the main office, located in Eden, NY, be called one day before any work begins at 716-992-4979 with the following information:

1. Starting time and location of the work crews on or near the right-of-way.
2. When work crews are actually finished for the day and off of the right-of-way, an additional call is required.

Any work being performed on the right-of-way will require the services of Buffalo Southern Railroad's On-Track Safety Personnel. This service will be billed out at **\$500/day plus mileage**. Before the first day that a Contractor's or Subcontractor's crews will be working on the right-of-way, they are to meet BSOR Personnel at the Eden Office for an initial On-Track Safety Seminar. Arrangements must be made 1(one) day in advance for this seminar.

Each day the contractor crews or sub contractor crews are on site, BSOR is required to **hold a daily meeting** for the employees of the contractor/subcontractor before they begin work. BSOR Personnel will determine the location of these daily meetings. Any one on the right-of-way is required to fill out the railroads sign in sheet each day before any work is performed.

Permit Agreement is valid for one year from date of Acknowledgement with applicable insurance in place. Permit can be revoked at any time if any above requirements are not followed.

This Permit Terms Acknowledged this _____ day of _____ 2017.

BY: _____

TITLE: _____

Company _____

Address: _____

Phone: _____

CONTACT:

Buffalo Southern Railroad Inc
8600 Depot Street
Eden, NY 14057
(716)992-4979
(716)992-9132 Fax
buffalosouthern@aol.com

RELEASE AND INDEMNIFICATION CONTRACT

_____ shall defend, indemnify and hold harmless the Buffalo Southern Railroad(BSOR) and Erie County(EC) and Erie County Industrial Development Agency (ECIDA) and their respective officers, agents and employees against any and all claims, suits, loss, costs and liability on account of injury to or death of any person(s) whatsoever (including but not limited to any property owned by or in the care, custody, or control of the BSOR or contractor arising in whole or in part, directly or indirectly as a result of or in connection with the operations of contractor or the presence or activities of contractor, its employees or equipment at location, regardless of whether or not such property damage, personal injury or death shall have been due in whole or in part or any negligence, fault or failure of BSOR or any other respective officers, agents, employees, or otherwise.)

INSURANCE: At its sole cost and expense,_____ will procure and maintain, during the entire period of performance covered, the following insurance, which must be written in a form and by an insurer satisfactory to the BSOR:

- A. New York State Workers Compensation and Employers Liability--as required by law.
- B. Commercial General Liability, providing limits of \$2,000,000 per occurrence and including the following:

Bodily Injury	Property Damage	Personal Injury
Contractual Liability		

"Additional Insured" endorsement must be on certificate naming:

- 1. Buffalo Southern Railroad Inc. 2. Erie County 3. Erie County Industrial Development Agency

***NOTE: Under the contractual liability of a Commercial General Liability policy, coverage is generally excluded for any work performed within 50 feet of a railroad. The General Contractor and Subcontractor must have the insurance company who writes the certificate of insurance indicate that General Contractor/Subcontractor are covered when working within 50 feet of a railroad. They can do this by checking a box under General Liability and add "Includes work within 50' of railroad track". If insurance does not delete the exclusion, then Railroad Protective Liability will be required.**

C. Railroad Protective Liability (ISO-RIMA), can be provided by the General Contractor that would provide coverage to the Contractor and any Subcontractor for the work to be performed at the designated job site and affording protection for damages arising out of bodily injury or death, injury or destruction of property, including damage to the insured own property; otherwise both parties must then have railroad protective liability if both are working on the railroad right of way.

Liability limits shall be \$2,000,000/\$6,000,000
Buffalo Southern Railroad Inc. shall be the Named Insured

- D. Automobile Liability with a combined Single Limit of \$1,000,000.

IN WITNESS WHEREOF, I (we) have hereunto set my(our) hand(s) and seal(s) this _____ day of _____ 2017.

Sign by: _____

Witness: _____

Company: _____

Address: _____

City, State, Zip: _____

Phone: _____

CONTACT:
Buffalo Southern Railroad
8600 Depot Street
Eden, NY 14057
(716) 992-4979 (716)992-9132 - Fax
buffalosouthern@aol.com

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

APPENDIX C

BUFFALO SOUTHERN'S ON-TRACK SAFETY INITIAL TRAINING & AWARENESS PROGRAM

DEFINITIONS:

Adjacent Tracks: Two or more tracks with track centers spaced less than 25 feet apart.

Control Operator: A railroad employee having responsibility to control or operate a remotely controlled switch or derail, an interlocking or a controlled point, or a **segment of controlled track**.

Exclusive Track Occupancy (ETO): A method of establishing working limits on controlled track in which movement authority is withheld or restricted by the train dispatcher, control operator, or one or more approaches to the working limits are protected by a flagman.

Flagman: An employee, whose sole function is to direct or restrict the movement of trains past a point on a track to provide On - Track Safety for roadway workers.

Fouling a Track or Fouls a Track: The location 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 on-track equipment, or in any case is within four feet of the side of the near running rail.

Inaccessible Track: A method of establishing working limits on non-controlled track.

On-Track Safety Protection (OTS): A state of freedom from the danger of being struck by a moving train or other railroad equipment, provided by operating or safety rules that govern track occupancy by personnel, trains and on track equipment.

Qualified: A status attained by an employee who has successfully completed any required training or has demonstrated proficiency in, and has been authorized to perform, the duties of a particular position or function.

Railroad Bridge Worker or Bridge Worker: Any employee of, or employee of a contractor of, a railroad owning or responsible for the construction, inspection, testing, or maintenance of a bridge whose assigned duties, if performed on the bridge, include inspection, testing, maintenance, repair, construction, or reconstruction of the track bridge structural members, operating mechanisms and water traffic control systems, or signal communication, or train control systems integral to that bridge.

Roadway Work Group: Two or more roadway workers organized to work together on a common task.

Roadway Worker: Any employee of a railroad, or of a contractor of a railroad, whose duties include inspection, construction, maintenance, or repair of railroad track, bridge, roadway, signal, and communication systems, electric traction system, roadway facilities or roadway maintenance machinery on or near track or the potential of fouling a track, and flagmen and watchmen/lookouts as defined in this program.

Track: Term designating the area between rails and an area that extends to 4 feet outside of each rail.

Track Car: Equipment (other than trains) operated on track for inspection or maintenance.

Watchman/Lookout: An employee who has been annually trained and qualified to provide warning to roadway workers of approaching trains or on-track equipment. Watchmen/Lookouts must be properly equipped to provide **visual** and **auditory** warning such as a **whistle, air horn, white disk, red flag, lantern, or fusee**. A Watchmen/Lookout sole duty is to look out for approaching trains, on-track equipment and **provide at least fifteen seconds advance warning to employees before arrival of trains and on-track equipment**.

Work Limits: A segment of track within definite limits established in accordance with this rule upon which trains and engines may move only as authorized by the roadway worker having control over the track within the working limits. Working limits may be established through exclusive track occupancy, inaccessible track, or foul time as defined herein.

Responsibilities of Employees and Employers

RESPONSIBILITIES OF EMPLOYERS:

Employer (Railroad or Contractor):

1. The Buffalo Southern Railroad Inc. will provide to each roadway worker responsible for the on - track safety of others, and each lone worker, a copy of these rules and the railroad operating procedures governing track occupancy and protection. This information will be in a single manual and be readily available to all roadway workers.
2. Provide safety training to all roadway workers.
3. Provide all on - track safety supervisors, or designated person, with a copy of the Railroad's Roadway Workers Safety Manual which shall be available at the job site.
4. Insure that all roadway workers receive a job briefing of the specific on - track safety provisions that will be provided for each job assignment.
5. Require that each group of roadway workers have a trained, employee in charge to provide safety measures for the group and be informed before any member of the roadway working group fouls a track.
6. Advise each roadway worker regarding on - track safety provisions and the rights of the employee.
7. Guarantee that each roadway worker have the right to a "Good Faith Challenge" if he/she is concerned that the on-track safety procedures to be applied at the job location are not in compliance with the on - track safety rules of the railroad, and to remain clear of the track until the issue is resolved.
8. Make available printed "Good Faith Challenge" forms for roadway workers.
9. Establish procedures to insure prompt and equitable resolutions to "Good Faith Challenges".
10. Require that the locomotive whistle be sounded and bell be rung by trains approaching roadway workers.
11. Establish specific provisions for the safety of roadway workers who operate or work near roadway maintenance machines.

RESPONSIBILITIES OF EMPLOYEES:

1. Responsible for studying, understanding and complying with the provisions of the railroad's on - track safety program and the rules and instruction in the On - Track Safety Manual.
2. A roadway worker shall not foul a track except when necessary for the performance of duty and must make certain that on - track safety is being provided before fouling a track.
3. All employees must ensure they receive a job briefing.
4. Employees may not accept an assignment to perform the duties of a roadway worker until trained in on-track safety procedures for the assignment to be performed and have demonstrated the ability to fulfill the responsibilities for on-track safety that are required of a roadway worker performing that assignment.
5. If an employee makes a good faith determination that the safety provisions for the job location may not be in compliance with the railroads on - track safety rules, the employee shall refuse any mandate by the railroad to violate these safety rules until the challenge is resolved.
6. Each roadway worker supervisor, or employee in charge will have at the job site an up-to-date copy of the railroad's On - Track Safety Program and "Good Faith Challenge" forms.

Employee Challenge Rights Job Briefings

EMPLOYEES RIGHT TO CHALLENGE ON-TRACK SAFETY PROCEDURES:

1. A roadway worker has an absolute right to challenge in good faith whether the on-track safety procedures applied at the job location comply with the Railroad's Safety and Operating Rules. The roadway worker making such a good faith challenge may remain clear of the track until the challenge is resolved as provided herein and may refuse any directive to violate an on-track safety rule.
2. Prior to initiating a challenge, the roadway worker shall discuss the on-track safety procedures at the job location with the employee in charge, clarify any misunderstanding about those procedures, and attempt to resolve any difference of opinion concerning those procedures.
3. If a roadway worker has decided to challenge the on-track safety procedures to be applied at his job location he/she must:
 - a. Do so in good faith, i.e. have an honest concern over whether the on-track safety procedures comply with the railroad rules, and such concern is of such a nature that a reasonable person under the same circumstances would also have such a concern;
 - b. Immediately notify the employee in charge who will promptly notify their supervisor (or his/her designee) and notify any fellow roadway worker of potential danger; and,
 - c. Be able to explain concerns regarding the on-track safety procedures being applied.

JOB BRIEFINGS:

1. All employees must ensure that they receive a job briefing before they foul any track. The job briefing must include the following:
 - a. A general plan and procedures the work will follow and the on-track protection procedures to be used;
 - b. It must define work assignments and will be considered complete only after all employees have acknowledged understanding of the on-track protection procedures being used;
 - c. It must inform employees where they must go if it is necessary to clear for trains; and,
 - d. Additional briefings will be conducted with each employee when the on-track protection changes.
2. All employees must ensure they receive a job briefing before they foul any track. They must also acknowledge understanding of the on-track safety procedures and instructions presented during the job briefing to the person holding the job briefing.
3. Roadway worker groups whose duties require fouling a track must have one employee in charge designated to provide on-track protection. This employee in charge must be qualified on the BSOR Railroad Operating Rules, BSOR Safety Rules as well as the On-Track Safety Manual to provide the protection necessary for on-track safety of each employee. The employee in charge must do the following:
 - a. Conduct a job briefing with each employee that includes what on-track protection is being provided and safety procedures to be followed;
 - b. This job briefing will be complete only after employees have acknowledged understanding of the on-track protection being provided;

JOB BRIEFINGS:

- c. Before any employee fouls a track, the employee responsible for obtaining the on-track protection shall inform each employee in charge of the on-track protection procedures to be used and followed during the performance of the work at that time and that location;
- d. Each employee shall again be informed whenever the on-track protection procedures change during the work period. This information must be given to all employees before the change is effective, except in cases of emergency. Employees who, because of an emergency, cannot be notified in advance shall immediately be warned to clear the fouling space and shall not return until on-track protection is re-established; and,
- e. All employees must be notified when the work area is released for the operation of trains. The work area shall not be released until all affected employees have either left the track or have been afforded on-track protection by a watchman/lookout.

Use of Roadway Maintenance Machines

Roadway Maintenance machine means a device powered by any means of energy other than hand power which is being used on or near railroad track for maintenance, repair, construction or inspection of track, bridges, roadway, signal, communications, or electric traction systems. Roadway maintenance machines may have road or rail wheels or may be stationary.

Responsibilities:

1. Instructions for the safe operation of each roadway machine shall be provided and maintained with each machine large enough to carry the instructions.
2. No person is permitted to operate any machinery unless trained and qualified.
3. A roadway maintenance machine operator must request information regarding the presence of roadway workers in the vicinity he/she will be working.
4. Operators of roadway maintenance machines shall insure that the machine does not foul a track, unless proper permission has been given. The operator should also not operate closer than four feet from the rail of adjacent tracks without protection.

Training (General):

Prior to assignment of a roadway worker to operate roadway maintenance machines will receive training which shall include, but not limited to, the following topics:

1. Safety procedures applicable to the specific roadway maintenance machines.
2. Proper communication procedures to be used between the roadway machine operator and other roadway workers.
3. Procedures to prevent collisions with a train or other machines.
4. Procedures to prevent personal injury.
5. Maximum working and travel speeds for machines depending on weather, visibility and stopping distances.

Training (Operator):

Training for the operator of roadway maintenance machines shall include, as a minimum, the following:

1. Operating procedures to prevent hitting a person.
2. Operating procedures to prevent the roadway maintenance machine from being struck by trains.
3. Operating procedures to properly stop the machine from striking other machines or obstructions on the track.
4. Methods to determine the safe operating procedures for each machine that the operator is expected to operate.

Annual Training:

All operator of maintenance machinery will be provided on-track safety awareness training annually incorporating the elements of the initial training program.

ON TRACK SAFETY RULES**All roadway workers are individually responsible and must:**

500. Follow the on track safety rules of the railroad.
501. Not foul a track except when necessary for the performance of duties.
502. Ensure that on -track safety is provided prior to fouling a track.
503. Refuse a railroad directive to violate an on- track safety rule, and shall inform the employer whenever the roadway worker makes a good faith determination that on - track safety provisions to be applied at the job location do not comply with the rules of the railroad.
504. Be qualified under the railroad rules and be familiar with the railroad operation.
505. Report to the supervisor, or designated person, prior to each duty assignment to receive job briefing for the on- track safety measures that will be provided.
506. Acknowledge that he/she understands the instructions of the job briefing.

Roadway Workers Initial Training

The Buffalo Southern Railroad shall provide training to every roadway worker which shall include the following topics:

507. The roadway worker's responsibility for compliance with the railroad's rules for on-track safety, including understanding of the space (fouling) around tracks where on-track safety is required.
508. The functions and responsibilities of the various persons, including track foremen, lookouts or watchmen involved in on-track safety rules and practices.
509. Signals of train approach warnings given by watchmen/lookouts and the proper response procedures to be taken.
510. Familiarity with the safety procedures applicable to roadway workers working near roadway maintenance machinery.
511. Awareness of the hazards associated with the working on or near railroad tracks and a review of the railroad's on- track safety program.

GOOD FAITH CHALLENGE FORM

Name: _____

Job Position: _____

Job Location: _____

Supervisor's Name: _____

Date and Time of Occurrence: _____

Work Location: _____

Track and Mile Post: _____

Nearest City/Town: _____

On-Track Safety Procedure _____
applied (or lacking) at
working location _____

Railroad Safety or Operating Rule not being complied with:

Reason for this Challenge:

Other Employees with information regarding this situation:

Employee Signature: _____ Date _____

Determination by Supervisor:

Supervisor Signature: _____ Date _____

INSTRUCTIONS: The employee making challenge shall complete this form, sign and date it, and give it to his Supervisor who shall document his determination, sign and forward to the Eden Office.

Erie County Industrial Development Agency
Buffalo Southern Railroad Track Improvement Project
NYSDOT P.I.N. 5936.74.301

APPENDIX D

**Buffalo Southern Railroad Inc.
Procedures for the Installation,
Adjustment, Maintenance and
Inspection of CWR as
Required by 49 CFR 213.118**

Procedures for the Installation, Adjustment, Maintenance and Inspection of CWR

Chapter 1 CWR Installation Procedures

- 1.1 Neutral Temperature
- 1.2 Temperature Differential
- 1.3 Installing CWR

Chapter 2 Rail Anchoring Requirements When Installing CWR

- 2.1 Standard Box Pattern
- 2.2 Solid Box Pattern
- 2.3 Bridge Pattern
- 2.4 Legacy Patterns
- 2.5 Anchor Pattern After Repair

Chapter 3 Preventive Maintenance on Existing CWR Track

- 3.1 Maintaining Desired Rail Neutral Temperature Range
- 3.2 De-Stressing Rail

Chapter 4 Monitoring Curve Movement Following Surfacing and Lining

- 4.1 Staking of Curves
- 4.2 Inspecting for Curve Movement

Chapter 5 Placing Temporary Speed Restrictions Account Work

- 5.1 General Requirements
- 5.2 Responsibility for Placing Speed Restrictions
- 5.3 Speed Restriction Length
- 5.4 Speed Restrictions for Track Work

Chapter 6 Rail Joint Inspections

- 6.1 Class of Track
- 6.2 Frequency of Inspections
- 6.3 Identification of Joints
- 6.4 Switches, turnouts, track crossings, lift rail assemblies or other transition devices on moveable bridges
- 6.5 Rail Joint Conditions
- 6.6 Embedded Joints
- 6.7 Inspection Records

Chapter 7 Extreme Weather Inspections

- 7.1 Hot Weather Inspections
- 7.2 Cold Weather Inspections

Chapter 8 Training

Chapter 9 Recordkeeping

9.1 Report of CWR Installations

9.2 Report Maintenance Work in CWR

Appendices

Table 1 Showing Expansion Required

BSOR Form Inventory of Joints in CWR

Placing Reference Marks

Rail Separation Report

Installation CWR Report

Procedures for the Installation, Adjustment, Maintenance and Inspection of CWR

This document details the Railroad's policy on installing, adjusting, maintaining and inspecting Continuous Welded Rail (CWR) track. Each chapter details how the Railroad applies its standards and procedures to comply with FRA standards.

Chapter 1 CWR Installation Procedures

Rail lengths welded together that exceed 400 feet are considered CWR. Rail installed as CWR remains CWR, regardless of whether a joint or plug is installed into the rail at a later time. Temperature variations affect rail length. Rail expands (lengthens) when heated and contracts (shortens) when cooled.

1.1 Desired Rail Neutral Temperature

Rail neutral temperature is the temperature at which rail is neither in tension nor compression. Designated rail laying temperatures have been established to provide specific desired rail neutral temperatures to prevent track buckling. When laying or adjusting CWR, the desired rail neutral temperature will be 95 degrees.

1.2 Temperature Differential

The difference between the designated rail laying temperature and the actual rail temperature taken at the time of installation is called the temperature differential. CWR laying and adjusting procedures have been established to compensate for this temperature differential.

1.3 Installing CWR

Follow these general requirements when installing CWR:

- CWR designated rail laying temperature is at least 95 degrees Fahrenheit.
- Take the rail temperature and calculate the expansion required before making adjustments.
- Record the rail laying temperature, location and date on approved forms. (See Appendix- Installing CWR Report Page 23). These records may be retained in an electronic format per 213.241.
- Rail does not need to be adjusted when the actual rail temperature exceeds the designated rail laying temperature.

- Use rail heaters or rail expanders to adjust the rail to the correct length when the actual rail temperature is less than the designated rail laying temperature. Heat the rail evenly and uniformly so that the rail expansion occurs evenly and uniformly throughout its length. If rail is laid at a temperature more than 40° F below the designated rail laying temperature, rail must be adjusted or a speed restriction of 40 mph must be placed. When tight rail conditions exist, be governed by Chapter 7.1.

Chapter 2 Rail Anchoring Requirements When Installing CWR

Where the anchoring function is otherwise provided, rail anchors may be omitted. Anchors may not be applied where they will interfere with signal or other track appliances, where they are inaccessible for adjustment or inspection or on rail opposite a joint. Anchor pattern may be varied as reasonable to avoid placing anchors against deteriorated ties.

Installation

The following anchoring requirements apply to CWR installation on all main track and sidings. These anchoring requirements also apply to all tracks other than main tracks or sidings operating at speeds above class 1.

2.1 Standard Box Pattern

When installing CWR, box anchor every other tie except as outlined in Section 2.2.

2.2 Solid Box Pattern

When installing CWR, box anchor every sound (effective) tie at specific locations listed below to provide additional restraint against rail movement.

Condition	Action
Turnouts ,Rail crossings, Joints where CWR abuts jointed rail	Anchor every tie for 195' in each direction
Bolted joint installed during CWR installation when using heater, rail stretcher or sufficient ambient temperature	Weld joint within 60 days, OR Install joint with 6 bolts, OR Anchor every tie for 195' in each direction

2.3 Bridge Pattern

When installing CWR, follow these bridge anchoring requirements:

1. Ballast desk bridges should be anchored with the same pattern as in section 2.1 and 2.2.
2. Open deck bridges should be anchored according to BSOR's Bridge Inspector.

Maintenance or Rail Repair

2.4 Legacy Patterns

On CWR installations completed before September 21, 1998, existing anchoring may remain if rail is restrained to prevent track buckles, but rail must be adjusted (by increasing or decreasing the length of rail or by lining on curves) or anchors added to rail if restraint is not sufficient.

2.5 Anchor Pattern after Repair

When repairs result in a joint being added to CWR, the anchor pattern shall match the existing pattern in track. At least every other tie will be box anchored for a distance of 195 feet in each direction unless anchoring is otherwise provided. When repairs are made to a stripped joint or failed joint bar, the adjustment or addition of anchors will be as prescribed in the following table.

Condition	Action
Bolted joint in CWR experiencing service failure (stripped joint) or failed bars(s) with gap* present *Gap exists if it cannot be closed by drift pin	Weld joint, OR Remediate joint conditions (per Chapter 6.5), and replace bolts (new, in-kind or stronger), and weld joint within 30 days, OR Replace failed bar(s), install 2 additional bolts and adjust anchors, OR Replace failed bars, bolts (if broken or missing) and anchor every tie for 195' in both directions on effected rail OR 5. Add rail

Chapter 3 Preventive Maintenance on Existing CWR Track

Performing track buckling maintenance reduces the risk of buckles. When tight rail conditions exist, be governed by Chapter 7.1.

3.1 Maintaining Desired Rail Installation Temperature Range

A record of rail neutral temperature will be maintained where rail has pulled apart, broken or been cut for defect removal. Record the length of the rail end gap and rail temperature in addition to the other required information on the proper form for determining rail neutral temperature.

Rail that has pulled apart, broken or been cut for defect removal must be readjusted to be within the subdivision's rail laying temperature minus 20° (RLT-20°) safe range. If the rail has not been readjusted to at least RLT-20° before rail temperatures exceed the values in the TABLE below, a speed restriction of 25 mph will be placed, or a speed restriction of 40 mph will be placed with a required daily inspection made during the heat of the day.

Rail break or cut Temperature (°F)	Rail temperature (°F) at which to readjust or apply slow order
60	135
50	130
40	125
30	120
20	115
10	110
0	105
-10	100
-20	95
-30	90
-40	85

Known rail neutral temperature locations not adjusted to within the RLT -20° safety range must be adjusted within 365 days of installation.

If rail is added for any reason, measure and record the amount of rail added so that adjustments can be made, if necessary. Where rail has been added to re-establish the desired RLT, this requirement need not apply. This measurement will be made by the use of reference marks. (See Appendix Placing Reference Marks on pages 20-21) The use of reference marks includes:

- Marking the locations where rail is to be cut
- Marking the rail outside the limits of the joint bars

- Measure the distance between the reference marks and mark it on the rail or otherwise record it
- Install the rail and re-measure the distance between reference marks
- Record the difference and document the location .

When welding rail ends together, the required weld gap or rail consumption must be taken into consideration when determining the amount of rail adjustment.

3.2 De-Stressing Rail

Rail can be de-stressed by cutting rail out or by re-aligning a curve. When cutting rail out, use this procedure:

1. Use a designated safe procedure to cut rail if it's possible that the rail is under compression and may move unexpectedly. Cut rail to be de-stressed.
2. Remove or reposition anchors or clips for a minimum of 195 feet in both directions from the cut or up to a restriction that prevents rail movement (i.e., bridge, switch).
3. Wait until the rails stop moving. The rail ends may need to be trimmed more than one time to allow for expansion.
4. Take the rail temperature away from cut.
5. Use Table 1 on page 18 to compare the rail temperature with the designated rail laying temperature for the territory. This is known as the temperature differential.
6. The temperature differential must be within limits in **3.1** and be recorded per **9.2**.
7. Weld the joint or apply joint bars.
8. Replace the rail anchors or clips.

Chapter 4 Monitoring Curve Movement Following Track Surfacing and Lining

4.1 Staking of Curves

Before surfacing and lining a curve on main tracks, stake curve if it is 3° or more and the rail temperature is more than 50°F below the designated rail laying temperature (or is forecasted to be in the next 24 hours).

To stake a curve prior to surfacing and lining, place at least 3 reference points uniformly spaced around the curve. These reference points shall be no more than 200 feet apart.

4.2 Inspecting for Curve Movement

Inspect for curve movement periodically after the work, especially during periods of large temperature changes. Where curve has been staked per Section 4.1 and curve has shifted inward more than a maximum of 3 inches, the curve must be lined out prior to ambient temperatures above or forecasted above 95 degrees F. If curve is not lined out or de-stressed, a speed restriction of 40 mph or less must be placed. When tight rail conditions exist, be governed by Chapter 7.1.

Chapter 5 Placing Temporary Speed Restrictions Due to Work

Place a temporary speed restriction anytime the roadbed or ballast section is disturbed as required in Section 5.4, except where the maximum authorized speed of the track is equal to or less than the required restriction.

5.1 General Requirements

Speed restrictions ensure safe train operations until the affected track stabilizes. Restrictions need to stay in place to allow the ballast to consolidate, rail compressive forces to equalize, and the sub grade to compact. Take more restrictive measures when conditions warrant.

5.2 Responsibility for Placing Speed Restrictions

During the work or before returning the track to service, the supervisor or foreman in charge must ensure that: Gage, surface and alignment have been established.

Crib and shoulder ballast is in place or lateral constraint is otherwise provided.

The rail is anchored per Sections 2 or 3.

5.3 Speed Restriction Length

To minimize running rail and other dynamic forces, trains must have time to brake and adjust slack before entering the disturbed track. For heavy grades, sharp curves or substandard track conditions, extend speed restrictions farther from the work limits, if needed.

5.4 Speed Restrictions for Track Work

When the following track work has been performed, place a speed restriction that complies with the guidelines below.

When rail temperature is above or forecasted above 95 degrees within the next 24 hours:

Activity	Maximum Speed	Minimum Duration
Out-of-face installation of ties Undercutting Laying track/switch panels Constructing track Out-of-face surfacing and lining	30 mph freight 40 mph passenger	8 freight trains or 16 passenger trains OR an equivalent combination* (0.1 MGT)
Spot Maintenance • Installing ties (no more than 5 ties in 39 ft. and no more than 3 consecutive ties) • Surfacing/lining (maximum length of 19'6")	30 mph freight 40 mph passenger	1 train
Mechanically-stabilized track performed after any of the activities listed above	30 mph freight 40 mph passenger	1 train

*note * 2 passenger trains are equivalent to 1 freight train

When rail temperature is below and is forecasted to remain below 95 degrees within the next 24 hours:

Activity	Maximum Speed	Minimum Duration
Out-of-face installation of ties Out-of-face surfacing and lining Undercutting Laying track/switch panels Constructing track Exception: Spot maintenance does not require a speed restriction	30 mph freight 40 mph passenger	1 train
Mechanically-stabilized track performed after any of the activities listed above	40 mph freight	1 train

When ambient temperature is less than 50°F, a speed restriction is not required.

An inspection must be conducted before releasing the speed restriction to ensure the track is safe for higher speeds.

Chapter 6 Rail Joint Inspection

CWR Joint means any joint directly connected to CWR.

6.1 Class of Track

All CWR joints within the following classes must be inspected on foot:

- Class 2 on which passenger trains operate, and
- Class 3 and higher

6.2 Frequency of Inspections

CWR joints shall be inspected on foot at the following minimum frequencies:

Minimum Number of Inspections Per Calendar Year ²					
	Freight Trains operating over track with an annual tonnage of:			Passenger Trains operating over track with an annual tonnage of:	
	less than 40 mgt	40 to 60 mgt	greater than 60 mgt	less than 20 mgt	greater than or equal to 20 mgt
Class 5 & above	2x	3x ¹	4x ¹	3x ¹	3x ¹
Class 4	2x	3x ¹	4x ¹	2x	3x ¹
Class 3	1x	2x	2x	2x	2x
Class 2	0	0	0	1x	1x
Class 1	0	0	0	0	0
Excepted Track	0	0	0	n/a	n/a

4x = Four times per calendar year, with one inspection in each of the following periods: January to March, April to June, July to September, and October to December; and with consecutive inspections separated by at least 60 calendar days.

3x = Three times per calendar year, with one inspection in each of the following periods: January to April, May to August, and September to December; and with consecutive inspections separated by at least 90 calendar days

2x = Twice per calendar year, with one inspection in each of the following periods: January to June and July to December; and with consecutive inspections separated by at least 120 calendar days.

1x = Once per calendar year, with consecutive inspections separated by at least 180 calendar days.

¹Where extreme weather conditions prevent a track owner from conducting an inspection of a particular territory within the required interval, the track owner may extend the interval by up to 30 calendar days from the last day that the extreme weather condition prevented the required inspection.

² Where a track owner operates both freight and passenger trains over a given segment of track, and there are two different possible inspection interval requirements, the more frequent inspection interval applies.

6.3 Identification of Joints

Each CWR joint requiring action as outlined in section 6.5 shall be identified in the field with a highly visible marking. In addition, such joints shall also be identified as to location by specifying the milepost, and rail (east, west, etc.).

6.4 Switches, Track Crossings, Lift Rail Assemblies or Other Transition Devices on Moveable Bridges

Joints within or adjacent to switches, track crossings, lift rail assemblies or other transition devices on moveable bridges are exempt from the periodic joint inspection requirements provided they are inspected monthly during the required monthly walking inspection of these devices.

Therefore, inspect these locations on a minimum monthly basis and include in the inspection and report the following:

At switches:

- All joints from and including the insulated joints at the signals governing movement entering and leaving the control point or interlocking.
- If there are no signals at the switch location, include as a minimum all joints from the point of the switch to the heel of the frog.

At cross-overs:

All joints in track between switches.

At track crossings:

- All joints from and including the insulated joints at the signals governing movement entering and leaving the control point or interlocking.
- If there are no signals at the track crossings, include as a minimum all joints that are between or connected to the crossing frogs.

At lift rail assemblies or other transition devices on movable bridges:

- All joints immediately attached to the rail assembly or transition device.

6.5 Rail Joint Conditions

When inspecting CWR joints on foot in track listed in 6.1, inspectors must watch for (but not be limited to) the following rail joint conditions outlined in the table below. When such conditions are found, they must be noted on an inspection report and the appropriate action must be taken as outlined.

Rail Joint Condition	Action¹
Visible cracks in joint bar	Replace bar.
Loose bolts	Tighten bolts
Bent bolts	Replace bolts OR Reinspect as per 6.2
Missing bolts ²	Replace bolts
Tie(s) not effectively supporting joint	Tamp tie(s) Replace or repair tie(s) OR Conduct follow-up inspections every other week until repaired/removed
Broken or missing tie plate(s)	Replace tie plate(s) OR Conduct follow-up inspections every other week until repaired/removed
Deteriorated insulated joint	Replace/repair joint OR Conduct follow-up inspections every other week until repaired/removed
Rail end batter (More than 3/8" in depth and more than 6" in length measured with a 24" straight-edge)	Repair by welding joint or removing rail OR Conduct follow-up inspections every other week until repaired/removed
Rail end mismatch reaches limits specified by 49 CFR 213.115	Weld or grind
Longitudinal rail movement greater than 2"	Add or adjust rail anchors, tighten bolts, add or remove rail at appropriate time OR Conduct follow-up inspections every other week until repaired/removed
Wide rail gap greater than 1.5"	Adjust rail gap and secure joint OR Conduct follow-up inspections every other week until repaired/removed
Joint vertical movement (profile) that exceeds 75% of the allowable threshold for the designated class or track	Surface joint OR Conduct follow-up inspections every other week until repaired/removed
Joint lateral movement (in a curve or spiral) that reaches 3/4"	Correct lateral movement OR Conduct follow-up inspections every other week until repaired/removed

¹Action may also consist of placing a speed restriction or removing the track from service.

²A minimum of 2 bolts per rail must be in place at each joint.

6.6 Embedded Joints

Permanently Embedded Locations

Where such locations exist, it is not necessary to disassemble or remove the track structure (e.g., remove pavement or crossing pads) to conduct an inspection of CWR joints. Make every effort, to the extent practicable, to inspect the visible portion of joints in these structures.

Temporarily Embedded Locations

Joints may sometimes be temporarily buried (e.g., where ballast or similar material is in the middle of the track and along the track) and therefore unavailable for inspection. Where CWR joints are buried (e.g., by ballast), wait for the completion of the track work before conducting joint bar inspections. Locations that have been buried for an extended period of time must still be inspected.

6.7 Inspection Records

On-Foot Periodic and Follow-up Inspection Reports

Document each on-foot periodic and follow-up inspection on the date of the inspection by noting the following information:

- Date
- Limits of the inspection
- Location and nature of CWR joint conditions specified in section 6.5
- Corrective or remedial action
- Name and signature of inspector

Chapter 7 Extreme Weather Inspections

For purposes of forecasting or initiating extreme weather inspections and conversions of rail temperature in relation to ambient temperatures, use the following conversions:

- In hot weather, rail temperature is equal to ambient temperature plus 30°F.
- In cold weather, rail temperature is equal to ambient temperature.

7.1 Hot Weather Inspections

On main tracks, hot weather inspections must be performed as directed by the V.P. Operations when the temperature is forecast to exceed 95 degrees.

Perform inspections during the heat of the day – primarily between 12 noon and 6 p.m. When tight rail conditions exist, a speed restriction of **25 mph or less** must be placed on the track or the track must be removed from service.

Inspectors will inspect for signs of tight rail conditions, including:

- Kinky or wavy rail

- Rail canting or lifting out of tie plates
- Shiny marks on the base of the rail including that the rail is running through anchors and spikes
- Gaps in ballast at the ends of ties
- Churning ballast and ties

When tight rail conditions are present such as above, a speed restriction of 25 mph or less must be placed or track removed from service until repair or adjustment is made.

- Inspectors will pay special attention to the following locations:
- Recently disturbed track
- Track at the bottom of sags
- Locations where heavy braking occurs
- Fixed track structures, such as turnouts and bridges
- Locations where rail has been repaired or welds made

7.2 Cold Weather Inspections

On main tracks, cold weather inspections must be performed as directed by the V.P. Operations when the rail temperature is forecast to drop 100°F below the rail laying temperature of 95 degrees.

Inspectors will inspect for:

- Broken rails
- Pull-aparts
- Curve movement
- Wide gap between rail-ends
- Bent bolts
- Cracked or broken joint bars (conventional and insulated)
- Canting rail

Chapter 8 Training

All employees responsible for the inspection, installation, adjustment or maintenance of CWR track must complete training on CWR procedures every calendar year. In addition, they shall be provided a copy of these procedures and all accompanying documents. The Office will maintain lists of those employees qualified to supervise restorations and inspect track in CWR territory. The qualified employee lists will be made available to the FRA upon request. Training programs will address, but not be limited to, the following:

- CWR installation procedures
- Rail anchoring requirements when installing CWR
- Preventive maintenance on existing CWR track
- Monitoring curve movement following track surfacing and lining
- Placing temporary speed restrictions account track work
- Rail joint inspections
- Insufficient ballast
- Extreme weather inspections

- Recordkeeping
- Fracture reports
- Action items

Chapter 9 Recordkeeping

9.1 Report of CWR Installations

Rail temperature, location and date of CWR installations must be recorded on the prescribed form and must be retained for at least one year after installation. (Appendix : CWR Installation Form page 23)

9.2 Report Maintenance Work in CWR

Because track maintenance can disturb the lateral and longitudinal resistance of the track, records of the following must be kept until corrections or adjustments are made:

- Rail that is added for any reason, including repair of broken or defective rail, pull aparts and welding of rail joints.
- Where curve has been staked and has shifted inward more than a maximum of 3 inches.
- CWR installation or maintenance work that does not conform to these written procedures.
- A record of rail neutral temperature will be maintained where the rail has pulled apart, broken or been cut for defect removal.

The V.P. Operations must monitor these records to ensure necessary corrections and adjustments are made.

Addendices:	Page
Table 1	
Showing Expansion Required.....	18
BSOR Inventory of Joints in CWR	19
Placing Reference Marks.....	20-21
Rail Separation Report.....	22
CWR Installation Report.....	22

**TABLE 1
SHOWING EXPANSION REQUIRED**

		Rail Length (ft)								
		100	195	390	585	780	975	1170	1440	1600
Temperature Difference (degrees F)	5	0 Inches	1/8 Inch	1/8 Inch	1/4 Inch	1/4 Inch	3/8 Inch	1/2 Inch	1/2 Inch	5/8 Inch
	10	1/8 Inch	1/8 Inch	1/4 Inch	1/2 Inch	5/8 Inch	3/4 Inch	7/8 Inch	1 1/8 Inches	1 1/4 Inches
	15	1/8 Inch	1/4 Inch	1/2 Inch	5/8 Inch	7/8 Inch	1 1/8 Inches	1 3/8 Inches	1 5/8 Inches	1 7/8 Inches
	20	1/8 Inch	1/4 Inch	5/8 Inch	7/8 Inch	1 1/4 Inches	1 1/2 Inches	1 7/8 Inches	2 1/4 Inches	2 1/2 Inches
	25	1/4 Inch	3/8 Inch	3/4 Inch	1 1/8 Inches	1 1/2 Inches	1 7/8 Inches	2 1/4 Inches	2 3/4 Inches	3 1/8 Inches
	30	1/4 Inch	1/2 Inch	7/8 Inch	1 3/8 Inches	1 7/8 Inches	2 1/4 Inches	2 3/4 Inches	3 3/8 Inches	3 3/4 Inches
	35	1/4 Inch	1/2 Inch	1 1/8 Inch	1 5/8 Inches	2 1/8 Inches	2 5/8 Inches	3 1/4 Inches	3 7/8 Inches	4 3/8 Inches
	40	1/4 Inch	5/8 Inch	1 1/4 Inch	1 7/8 Inches	2 3/8 Inches	3 Inches	3 5/8 Inches	4 1/2 Inches	5 Inches
	45	3/8 Inch	5/8 Inch	1 3/8 Inch	2 Inches	2 3/4 Inches	3 3/8 Inches	4 1/8 Inches	5 Inches	5 5/8 Inches
	50	3/8 Inch	3/4 Inch	1 1/2 Inch	2 1/4 Inches	3 Inches	3 3/4 Inches	4 5/8 Inches	5 5/8 Inches	6 1/4 Inches
	55	3/8 Inch	7/8 Inch	1 5/8 Inch	2 1/2 Inches	3 3/8 Inches	4 1/8 Inches	5 Inches	6 1/8 Inches	6 7/8 Inches
	60	1/2 Inch	7/8 Inch	1 7/8 Inch	2 3/4 Inches	3 5/8 Inches	4 5/8 Inches	5 1/2 Inches	6 3/4 Inches	7 1/2 Inches
	65	1/2 Inch	1 Inch	2 Inches	3 Inches	4 Inches	5 Inches	5 7/8 Inches	7 1/4 Inches	8 1/8 Inches
	70	1/2 Inch	1 1/8 Inch	2 1/8 Inches	3 1/4 Inches	4 1/4 Inches	5 3/8 Inches	6 3/8 Inches	7 7/8 Inches	8 3/4 Inches

For example: If the rail temperature was 70 degrees the temperature differential, for a desired neutral temperature of 95 degrees, would be 25 degrees. If the unrestrained rail length was 1170 feet, the amount of rail length adjustment would be found in the table at the intersection of the 25 degrees differential row and the column heading of 1170 ft., the amount of rail length adjustment would be found in the table at the intersection of the 25 degrees differential row and the column heading of 1170 ft. In this example, the rail end gap should be 2-1/4 inches. If the rail was saw cut originally, it must be cut again so that the overall rail end gap is 2-1/4 inches. If the rail was originally torch cut in class II or higher track, the rail must have a minimum 3/8 inch saw cut off the end of each rail so that the overall rail-end gap is 2-1/4 inches. If the rail is to be field welded, an additional 1 inch of rail must be removed to accommodate the 1 inch thermite weld.

Buffalo Southern Railroad Inc.

Date: 10/25/11

Signature:

Inspection report of joints in Continuous Welded Rail

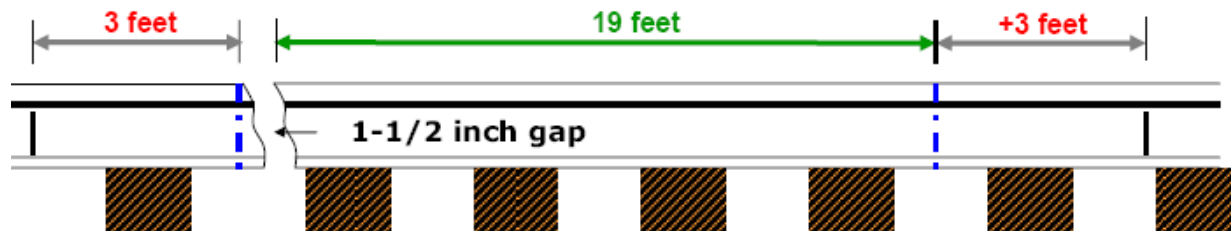
Inventory of joints

Mileage		Description of joint							Comments	Corrective or remedial action
		EW	Rail Weight	Bolt pattern	Middle spacing	Ties	missing blank	End batter gap		
2.74	CP Draw dwarf signal									

Placing reference marks

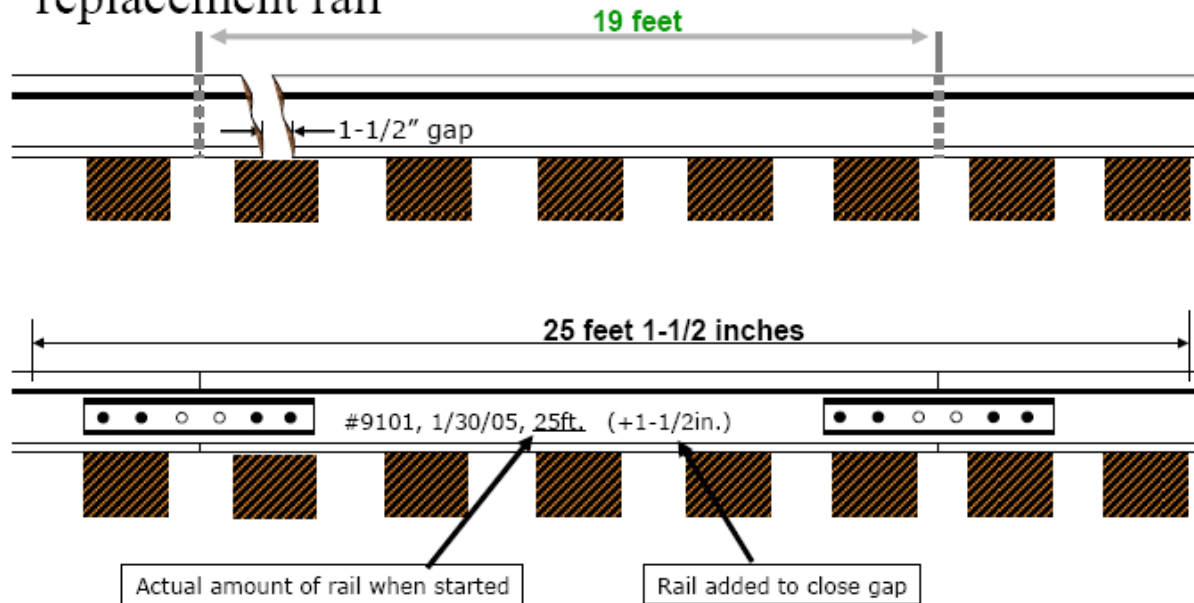
To properly apply reference marks:

- Measure back from one end of the break 3 feet, mark the rail
- Measure in the other direction, from the opposite end of break, the length of replacement rail plus an additional 3 feet and mark the rail



Placing reference marks, gapped joint

Now mark for rail saw cuts, cut rail and install the replacement rail



BSOR Rail Separation Report (Pull-a-Part Reporting)

(Circle or Enter the Required Information)

1. Employee _____
2. Mile Post _____ Main Line ___ Siding ___ Yard ___ Crossing ___
3. Date of failure ___/___/___ Rail L / R (*Face increasing Mile Post to determine*)
4. Rail Weight: _____ lbs. Track Alignment Rail: Hi ___ Low ___ Tangent ___
5. Bolts Sheared: Y / N Joint Bar Length: _____ 4 Hole / 6 Hole
6. Number of Bolts Sheared: _____ Bolt Grade: _____ 2 / 5 / 8
7. Slipped Through Anchors: _____ Y / N
8. Distance Pulled Apart: (inches) _____
9. Pull-a-part Time: _____ Ambient Temperature: _____ ° F
10. Designated Rail Laying Temperature: _____ ° F
11. Found by: Engineering Employee / Signal / Train Crew / Other _____
12. Anchor Pattern: _____ Every Other Tie (EOT) / _____ Every Third Tie /
_____ Every Tie _____ Other _____
13. Anchor or Clip Type: _____
14. Rail Type: _____ Jointed / _____ CWR / _____ Turnout
15. Tie Type: _____ Wood / _____ Concrete / _____ Other
16. Comments: _____

17. Corrected: _____ Y / N
18. Remedial Action: _____ Speed: _____
19. Correction Method: _____
20. Date: _____ / _____ / _____
21. Joints: _____ Added / _____ Eliminated / _____ Neither Number: _____
Track: _____ Track / _____ Switch _____
22. Rail: _____ Added / _____ Subtracted / _____ None Inches: _____ Permanent: _____ Y / N

BSOR CWR Installation Report

Date Laid MM/DD/YY	Rail N,S,E,W	Milepost From	Milepost To	Measured Rail Temp	CWR String Length	Adjustment From Table	CWR Event

• Note – Measured Rail Temperature is rail temperature taken before heating.

Employee _____

Instructions: Employees will verify the proper expansion for CWR strings from Appendix “Table I Showing Expansion Required” and mark any reported installation as an event for destressing when conditions allow.