

SUMITOMO RUBBER USA, LLC (Property Owner)  
ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY IN PARTNERSHIP  
WITH THE COUNTY OF ERIE (Project Sponsor & Contract Owner)  
BUFFALO SOUTHERN RAILROAD (Rail Operator)



**TRACK CONTRACT BID DOCUMENTS FOR:**  
**SUMITOMO RUBBER USA**  
**RAILROAD TRACK IMPROVEMENT PROJECT**  
**NYSDOT PIN 5936.77.301**

Sumitomo Rubber USA, LLC Site  
City of Tonawanda, New York

**BID SET \_\_\_\_**

Prepared By:  
Bergmann Associates  
Waterfront Village Center  
40 La Riviere Dr. Suite 150  
Buffalo, NY 14202

January 2018

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## **REQUEST FOR BIDS**

## REQUEST FOR BIDS

The Erie County Industrial Development Agency (ECIDA) invites sealed bids for the track construction, track retirements, and ancillary work such as installation of cross ties, turnout timbers, ballast and surfacing 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 February 22, 2018 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 mandatory pre-bid meeting on February 8, 2018 at 10:00 AM. Interested parties should meet at the Sumitomo Rubber USA, LLC property entrance located at 10 Sheridan Drive, Tonawanda, NY.**

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, Sumitomo Rubber, the American Railway Engineering & Maintenance of Way Association, the County of Erie, the Erie County IDA and the contract documents.

### **Summary of Work Items Included in the Contract**

- a) Restore to a state of good repair for the rail infrastructure by replacing failing ties, adding stone ballast, replacing deficient rail and resurfacing the areas for improved safety, efficiency and reliability.

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



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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.

<b>Minority Business Enterprise (MBE) Participation Goal</b>	<b><u>6 %</u></b>
<b>Women’s Business Enterprise (WBE) Participation Goal</b>	<b><u>4 %</u></b>

Should there be a need for consultant work for this project, the consultant contract shall require M/WBE participation at a minimum of 24% MBE and 6% WBE or higher.

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

Distribution of Bid Documents will commence on **January 31, 2018** at ECIDA, 95 Perry St. Suite 403, Buffalo, New York. Bid documents will be available for download at [www.ecidany.com](http://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.**

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**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

**John Cappellino**

Director of Business Development

jcappell@ecidany.com

ECIDA

95 Perry St. Suite 403

Buffalo, New York 14203

716-856-6525

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## 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

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Street Suite 403, Buffalo, New York, 14203, 716-445-9506, and LUCAS BREWER (Bergmann Associates), Waterfront Village Center, 40 La Riviere Dr. Suite 150, Buffalo, NY 14202, 716-710-3925.

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 - Erie County IDA or the Buffalo Southern Railway representative.

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 30, 2018 and that an updated schedule effective July 1, 2018 will need to be obtained by Contractor.** The Department of labor of the State of New York has not published current schedules. Current rates for trades the Bidder believes will be required may be obtained from the New York State Department of Labor website and completing a request form. 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 SUMITOMO RUBBER RAIL IMPROVEMENT

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 mandatory 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 (10<sup>th</sup>) 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 applicable on track protection 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 applicable on track protection.
- c. Provisions for on track protection will be coordinated with the Railroad Operations. 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.
- e. Waiver of Liability Forms must be completed for each Contractor and Subcontractor employee for the Property Owner along with required Insurances naming all identified parties 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, 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. A minimum of 7 projects with an aggregate contract amount of \$ 4 million is required.
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
- d. Guidelines for Procurement Form and Procurement Form
- e. Safety Qualifications for Sumitomo Rubber

### **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](mailto:jcappell@ecidany.com)) and Mr. Phil Riggs (email address: [priggs@ecidany.com](mailto:priggs@ecidany.com)).

Erie County Industrial Development Agency  
Sumitomo Rubber USA – Rail Track Improvement Project  
NYSDOT PIN 5936.77.301

## PROPOSAL

Erie County Industrial Development Agency  
Sumitomo Rubber USA – Rail Track Improvement Project  
NYSDOT PIN 5936.77.301

## **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 grading work, track work, bridge work, drainage 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

Refer to bid tab summary sheet following the BASE BID and ADD/ALT BID tabs.

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.

## BASE BID

### SUMITOMO RUBBER USA RAIL IMPROVEMENT PROJECT

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
201.07	0.25	Clearing and Grubbing  <i>FOR .....</i> <i>PER ACRE</i>				
203.02	380	Unclassified Excavation and Disposal  <i>FOR .....</i> <i>PER CY</i>				
206.0201	20	Trench and Culvert Excavation  <i>FOR .....</i> <i>PER CY</i>				
603.171614	2	Galvanized Steel End Sections- Pipe (2-2/3" X 1/2" Corrugations) 30 INCH DIAMETER, 14 GAUGE  <i>FOR .....</i> <i>PER EA</i>				
603.9824	20	Smooth Interior Corrugated Polyethylene Culvert and Storm Drain 24 Inch Diameter  <i>FOR .....</i> <i>PER LF</i>				
621.51000015	912	Grading Cleaning And Reshaping Existing Ditches  <i>FOR .....</i> <i>PER LF</i>				
C675.0101	1,076	Track Removal  <i>FOR .....</i> <i>PER TF</i>				
			<b>CARRY FORWARD</b>			

## BASE BID

### SUMITOMO RUBBER USA RAIL IMPROVEMENT PROJECT

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	BROUGHT FORWARD			
			UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
23675.10	380	Furnish, Place, and Compact Ballast Base Course  <i>FOR .....</i> <i>PER TON</i>				
23675.15	1400	Furnish And Place Ballast Surfacing Course  <i>FOR .....</i> <i>PER TON</i>				
C675.2201	878	Furnish and Install Jointed Rail Track  <i>FOR .....</i> <i>PER TF</i>				
C675.27	1	Turnout Relocation  <i>FOR .....</i> <i>PER EA</i>				
675.30	1280	Remove and Install Wood Cross Ties  <i>FOR .....</i> <i>PER EA</i>				
23675.42	3	Furnish and Install Timber Turnout Set  <i>FOR .....</i> <i>PER EA</i>				
23675.56	2	Furnish and Install Comprise Rail Joint Assembly  <i>FOR .....</i> <i>PER EA</i>				
<b>CARRY FORWARD</b>						

## BASE BID

### SUMITOMO RUBBER USA RAIL IMPROVEMENT PROJECT

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
23675.60	2	Furnish and Install Bumping Post  <i>FOR .....</i> <i>PER EA</i>				
C675.78	1	Furnish and Install No. 8 Self Guarded Solid Manganese Steel Frog (SGSM)  <i>FOR .....</i> <i>PER EA</i>				
C675.90	3392	Raise, Align, and Surface Track  <i>FOR .....</i> <i>PER TF</i>				
C675.92	7	Raise, Align, And Surface Turnout  <i>FOR .....</i> <i>PER EA</i>				
697.03	FPLS	Field Change Payment  <i>FOR ONE DOLLAR AND NO CENTS</i> <i>PER DC</i>		1 00	16,000	00
<b>SUBTOTAL</b>			\$ _____			
699.040001	NEC	MOBILIZATION, MUST NOT EXCEED 4.00 % OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM.  <i>FOR .....</i> <i>PER LUMP SUM</i>				
PLEASE BE SURE BID IS ENTERED FOR EACH ITEM, EXCEPT AS DIRECTED FOR OPTIONAL ITEMS. TOTAL OR GROSS SUM WRITTEN IN WORDS _____			\$ _____			

## ADD/ALT BID

### SUMITOMO RUBBER USA RAIL IMPROVEMENT PROJECT

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
203.02	115	Unclassified Excavation and Disposal  <i>FOR .....</i> <i>PER CY</i>				
C675.0101	303	Track Removal  <i>FOR .....</i> <i>PER TF</i>				
23675.10	115	Furnish, Place, and Compact Ballast Base Course  <i>FOR .....</i> <i>PER TON</i>				
23675.15	125	Furnish And Place Ballast Surfacing Course  <i>FOR .....</i> <i>PER TON</i>				
C675.2201	338	Furnish and Install Jointed Rail Track  <i>FOR .....</i> <i>PER TF</i>				
			<b>CARRY FORWARD</b>			

## ADD/ALT BID

### SUMITOMO RUBBER USA RAIL IMPROVEMENT PROJECT

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
C675.4201	272	Install Turnout Timbers  <i>FOR .....</i> <i>PER LF</i>				
23675.56	2	Furnish and Install Comprise Rail Joint Assembly  <i>FOR .....</i> <i>PER EA</i>				
C675.90	338	Raise, Align, and Surface Track  <i>FOR .....</i> <i>PER TF</i>				
697.03	FPLS	Field Change Payment  <i>FOR ONE DOLLAR AND NO CENTS</i> <i>PER DC</i>		1 00	3,000	00
<b>SUBTOTAL</b>			\$ _____			
699.040001	NEC	MOBILIZATION, MUST NOT EXCEED 4.00 % OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM.  <i>FOR .....</i> <i>PER LUMP SUM</i>				
PLEASE BE <u>SURE</u> BID IS ENTERED FOR EACH ITEM, EXCEPT AS DIRECTED FOR OPTIONAL ITEMS. TOTAL OR GROSS SUM WRITTEN IN WORDS _____			\$ _____			



## BID SUMMARY

The Proposed Contract Gross Sum is:

**BASE BID**

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**ADD ALT**

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**TOTAL – BASE BID + ADD ALT**

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

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 at (518) 457-3246. 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  
Sumitomo Rubber USA – Rail Track Improvement Project  
NYSDOT PIN 5936.77.301

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**

**SUMITOMO RUBBER RAIL IMPROVEMENT**

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, Counties of Monroe and Livingston 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**

**SUMITOMO RAIL IMPROVEMENT**

***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**

**SUMITOMO RUBBER RAIL IMPROVEMENT**

**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**

**SUMITOMO RUBBER RAIL IMPROVEMENT**

**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**

**SUMITOMO RUBBER RAIL IMPROVEMENT**

**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**

**SUMITOMO RUBBER RAIL IMPROVEMENT**

**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
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**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**  
**SUMITOMO RUBBER RAIL IMPROVEMENT**

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.

<b>Offerer/Bidder Certification:</b>
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  
Sumitomo Rubber USA – Rail Track Improvement Project  
NYSDOT PIN 5936.77.301

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  
Sumitomo Rubber USA – Rail Track Improvement Project  
NYSDOT PIN 5936.77.301

## **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  
SUMITOMO RUBBER RAIL IMPROVEMENT**

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 not 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**

All work must be substantially complete by **October 31, 2018**. 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)***

<b><i>Original Contract Amount</i></b>		<b><i>Liquidated Damages Per Calendar Day</i></b>
<b><i>From More Than</i></b>	<b><i>To and Including</i></b>	
\$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.

Erie County Industrial Development Agency  
Attn: Mollie Profic  
95 Perry Street Suite 403  
Buffalo, New York 14203

Buffalo Southern Railroad, Inc.  
Attn: Albert Feasley  
8600 Depot Street  
Eden, New York 14057

County of Erie  
Attn: Chris Pawenski  
95 Franklin Street  
Buffalo, New York 14202

Sumitomo Rubber USA, LLC  
Attn: Timothy E. Williams  
10 Sheridan Drive  
Tonawanda, New York 14150

State of New York  
Attn: Ray Hessinger  
50 Wolf Road  
Albany, New York 12205

**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 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. Required for projects involving construction or demolition within 50 feet of railroad track, bridges, or other railroad property.

**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, County of Erie, Buffalo Southern Railroad, the State of New York and Sumitomo Rubber USA LLC. & Affiliated Companies as 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, County of Erie, Erie County Industrial Development Agency, the State of New York, and Sumitomo Rubber USA, LLC. & 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, and Sumitomo Rubber USA, LLC. & 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  
Sumitomo Rubber USA – Rail Track Improvement Project  
NYSDOT PIN 5936.77.301

- 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: \_\_\_\_\_

**Contract**

**OWNER OFFICIAL/OFFICER ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) SS:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ 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 authorized Official or Officer of the Owner described herein,  
and which executed the above instrument and it charged with the execution of the matter herein  
provided for, and signed and acknowledged the said instrument pursuant to the Charter of the  
Owner.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County \_\_\_\_\_

**CONTRACTOR CORPORATE ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) SS:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ 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 Corporation  
described in and which executed the above instrument; 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 signed thereto by like order.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, \_\_\_\_\_



**CONTRACTOR INDIVIDUAL ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) SS:  
 County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

before me personally came \_\_\_\_\_,  
 to me known to be the individual described in and who executed the foregoing instrument, duly  
 acknowledged to me, and executed the same.

\_\_\_\_\_  
 Notary Public

\_\_\_\_\_ County, \_\_\_\_\_

**CONTRACTOR PARTNERSHIP ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) SS:  
 County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

before me personally came \_\_\_\_\_,  
 to me known to be one of the members of the firm of \_\_\_\_\_  
 described in and who executed the foregoing instrument, duly acknowledged to me, and  
 executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
 Notary Public

\_\_\_\_\_ County, \_\_\_\_\_

**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
SUMITOMO RUBBER RAIL IMPROVEMENT**

**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  
SUMITOMO RUBBER RAIL IMPROVEMENT**

**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  
SUMITOMO RUBBER RAIL IMPROVEMENT**

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  
SUMITOMO RUBBER RAIL IMPROVEMENT**

***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  
SUMITOMO RUBBER RAIL IMPROVEMENT**

**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  
SUMITOMO RUBBER RAIL IMPROVEMENT**

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  
SUMITOMO RUBBER RAIL IMPROVEMENT**

***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  
SUMITOMO RUBBER RAIL IMPROVEMENT**

**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\_\_\_\_

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

**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
SUMITOMO RUBBER RAIL IMPROVEMENT**

**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  
Sumitomo Rubber USA – Rail Track Improvement Project  
NYSDOT PIN 5936.77.301

**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
SUMITOMO RUBBER RAIL IMPROVEMENT**

**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  
Sumitomo Rubber USA – Rail Track Improvement Project  
NYSDOT PIN 5936.77.301

APPROVAL OF SUBCONTRACTOR FORM

Erie County Industrial Development Agency  
 Sumitomo Rubber USA – Rail Track Improvement Project  
 NYSDOT PIN 5936.77.301

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      Est. Completion Date (Mo. & Yr.)                      (Mo. & Yr.)		
This approval will be rescinded at any time in the progress of the work if performance by the Subcontractor is determined unsatisfactory. 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.			*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).		
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  
Sumitomo Rubber USA – Rail Track Improvement Project  
NYSDOT PIN 5936.77.301

## 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.

<b>Minority Business Enterprise Participation Goal</b>	<b><u>6</u> %</b>
<b>Women’s Business Enterprise Participation Goal</b>	<b><u>4</u> %</b>

Should there be a need for consultant work for this project, the consultant contract shall require M/WBE participation at a minimum of 24% MBE and 6% 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  
Sumitomo Rubber USA – Rail Track Improvement Project  
NYSDOT PIN 5936.77.301

## 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.

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

Property Owner – Sumitomo Rubber USA LLC  
10 Sheridan Dr.  
Tonawanda, NY 14150  
(716) 879-8200

Railroad Operator – Buffalo Southern Railroad  
8600 Depot Street  
Eden, New York 14057  
(716)-992-4979

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 General Conditions

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, and C – Roadway Worker Protection.

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 set forth by Sumitomo Rubber USA and Buffalo Southern Railroad.

A Safety Plan is required from the Contractor in accordance with the standards of Sumitomo Rubber USA. The corresponding documentation required for the Contractor to comply with and submit is included in the appendix.

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 to 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**

Within ten (10) calendar days after the execution of the Contract, the Owner will furnish to the Contractor, without charge, two (2) copies of the Contract Plans and Specifications. At least one complete set of the Plans and Specifications shall be kept at all times at the project site by the Contractor. All drawings and Specifications furnished to the Contractor are the property of the Owner and must be returned or satisfactorily accounted for before final payment is made.

**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 there of.

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 clean up 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  
Sumitomo Rubber USA – Rail Track Improvement Project  
NYSDOT PIN 5936.77.301

## 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 Buffalo Southern Railroad, 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
- f. Sumitomo Safety Rules and Forms

### **General Track Construction:**

The following Track Construction Specifications will apply whenever they are more stringent than the Contract Project Specifications.

Track, roadbed and structures shall be constructed to the line and grade as shown on the contract plans. Inspection of the completed track will be made by the Buffalo Southern Railroad personnel, and will not be accepted for service without their approval and will not be accepted by the Owner Erie County IDA unless track is accepted for service. Inspection will include grading, drainage, structures, clearances, track, walking conditions, and related appurtenances to assure satisfactory compliance with contract documents.

## TIES

Spacing: All tracks consisting of wood and composite ties shall have a tie spacing of 20 inches center-to-center except for ties in special trackwork such as turnouts and road crossings unless the contract plans indicate otherwise. In these cases, use the tie spacing shown in the standard plan. The center-to-center spacing of both concrete and steel crossties shall be 24".

Joints: Bolted joints are to be centered on ties when possible. Field welded joints are to be centered between ties. Glued insulated joints are to be centered on ties. All bolt holes in bolted joint bars are to be filled with appropriate fasteners or the joint shall be welded.

Special Track Work: Turnouts, derails, crossings, and special track work will have ties spaced as shown on AREMA Standard Drawings or the standard drawings provided in the contract documents associated with the turnout, derail, crossing, or special trackwork being installed.

Bridge Approach Ties: A minimum of eight 10' switch ties shall be installed at either approach and paid under the track construction item.

Adzing: When necessary to adze ties, an adzing machine shall be used. The adzing must be done to give the tie plate a full bearing across the tie and parallel with the plane of track.

Lining Ties: All ties shall be placed in track at right angles to the centerline of the track. The end of the tie on the line side shall be 4'-3" from the centerline of the track. The line end of the ties shall be to the right hand side of the track facing north or east (timetable direction) except for sidings and multiple tracks. In this case, ties in the two outside tracks are lined to the outside. Switch ties shall be lined on the straight side except as noted on the standard plans.

Damaged Ties: When handling or spacing ties care shall be taken to prevent damage with picks and hammers. Pulling ties into position with picks will not be permitted; tie tongs shall be used for this purpose.

Use of Tie Plugging Compound and Plugs: The pulling of spikes once driven shall be avoided as much as possible. When spikes are pulled, the holes shall be immediately plugged with a chemical tie-plugging compound that completely fills the spike holes and allows for the proper drive of spikes that are subsequently added to the crosstie. Alternatively tie plugs may be used to fill the spike hole.

Use of Steel, Concrete, and Composite Crossties: The center-to-center spacing of both concrete and steel crossties shall be 24"; the center-to-center spacing of composite crossties shall be 20". In signaled territory, as well as those tracks with active road crossing warning devices, may require certain sections of the track to employ insulated crossties. The use of steel, concrete, or composite ties in the tracks should be noted on the plans, along with the manufacturer of the product. The contractor shall consult with and follow the manufacturer's guidelines for installation and maintenance of steel and concrete crossties. Tracks located in high rot zones (south of middle Alabama and Georgia) should consider alternate crossties (including borate treated wood ties) for increased service life.

## APPLYING TIE PLATES

Double shoulder tie plates shall be used on all ties. Care must be taken that canted tie plates incline toward the center of track and that plates having a different amount of cant or flat plates are not intermixed. Under no circumstances shall a shoulder be under the rail base. Before placing tie plates on the tie, dirt and other substances shall be removed from the bottom of the tie plate and top of the tie. Prior to setting the rail on the tie plate, dirt and other substances shall be removed from the top of the tie plate and the base of the rail to assure full and proper bearing is established between the rail and tie plate. Tie plates used shall be uniform in plan and punching along the full segment length of track being constructed.

## GAGE RODS

The use of gage rods for new track construction is prohibited.

## LAYING JOINTED RAIL

Rail Placement: Rails shall be so placed that the joints in each line of rail shall be within the middle half of the opposite length rail. To minimize the cutting of full-length rails, short rails may be used in adjusting for proper spacing of joints, but no rail less than thirty three feet (33') on curves or nineteen feet six inches (19'6") on tangents shall be used.

Cutting of Rail: Flame cutting of rail will not be permitted. Rail shall be cut with a rail saw. Bolt holes shall be drilled, not torch cut. Any relay rail selected for reuse that has a torch cut rail end must be cropped at least 1'-6" from the rail end using a rail saw. The cost shall be included in the bid price for track construction or for relaying rail.

Cleaning: The bottom of the rail and bearing surfaces of the crosstie and tie plates shall be cleaned before rail is laid.

Rail Temperature: A rail thermometer will be used in determining rail temperatures at the time of installation. Approved thermometers include dial rail thermometer and electronic surface thermometers. Temperatures will be read and recorded periodically during the day and supervisory employee shall see that it is checked frequently and that proper expansion shims are used. When taking rail temperatures, the thermometer will be placed on the web of the rail on the side away from the sun. Non-contact thermometers shall be located no more than two feet away and pointed directly at the web of the rail on the side away from the sun. A record of rail laying temperatures and expansion are to be made available for inspection by the Engineer upon request.

Expansion Shims: Rail expansion shims of approved thickness and material will be used per 39-foot rail in accordance with the following temperature table below:

**Expansion Required for Jointed Rail**

Below 6°F	5/16" in each joint
6-25°F	1/4" in each joint
26-45°F	3/16" in each joint
46-65°F	1/8" in each joint
66-85°F	1/16" in each joint
Over 85°F	no shims necessary

Laying Rail: Except as otherwise specified, rails shall be laid one at a time, and to insure good adjustment, the rail ends brought squarely together against suitable rail expansion shims and bolted before spiking.

Panel Track: At locations approved by Engineer, track may be laid by the panel method. Joints must be staggered after the panels are in place. After staggering, the joints shall be located as nearly as possible to the middle of the opposite rail.

Gage: The gage of track is the distance between the heads of rails, measured at right angles thereto, at a point five-eighths (5/8") inch below the top of rail. Standard gage is 4'-8 1/2". No change in gage on account of curvature will be permitted without the express permission of Engineer. Gaging must be done at the time the rail is laid.

Butting Used Rail with New Rail: When butting used rail with new rail, welding shall be used to build up the end of used rail to match the new rail. This provides a smooth transition over the joint. The same process shall be used when it is necessary to butt used rail to new frogs, switches, etc. When butting used rails with gage wear, care shall be taken to avoid mismatch on gage face. The contractor shall turn rails and place gage worn rail head side to the field side.

Anchors: Rail anchors for jointed track shall be applied at sixteen (16) anchors per 39 feet rail length, box anchoring eight ties spaced in accordance with Contract Documents. Box anchoring is defined as: an anchor on each side of a tie, on both rails, or four (4) anchors applied to one tie. Anchors shall be securely and squarely fastened to rail and have a solid bearing against the ties. Anchors shall be of uniform design along the segment of track being anchored

**LAYING WELDED RAIL**

Track locations that will have over 400 feet in length of welded rail are considered to be continuous welded rail track and shall meet all the requirements for continuous welded rail track: Reference 49 CFR 213.121(f). Installation of Continuous Welded Rail will be governed by CSXT Continuous Welded Rail Projects, MWI 1101-05, latest revision. Field welds will be governed by CSXT Welder's Manual, MWI 801, latest revision.

## SPIKING

Spiking patterns will be governed by Contract Documents.

## SUPERELEVATION & SPIRALS

See Contract Drawing General Notes for super-elevation. Spirals are not specified.

## SURFACING & LINING TRACK

Following the assembly of the track, sufficient ballast shall be unloaded in the tie cribs and shoulders of the track structure to restrain movement or buckling of track due to temperature changes. Such ballast unloading shall provide an adequate amount of ballast for the initial track raise with sufficient surplus to continue to hold the track after the raise. On spirals and curves, the outside rail shall be super-elevated as indicated on Contract Documents.

Ballasting: The ballasting of track shall be accomplished in not less than two lifts. Each lift shall not exceed four inches in height, except the final lift shall be approximately two inches in height.

Surfacing: Track surfacing shall be done by methods that will prevent undue bending of the rail or straining of the joints. The amount of track lift shall not endanger the horizontal or vertical stability of the track. The track shall be initially raised so that a final raise of not less than one inch nor more than three inches will be required to bring it to finished surface. All ties that pulled loose shall be replaced to proper position, shall have full bearing against the rail, and be properly secured to the rail.

Tamping: Tamping of ballast shall be done with automatic production power tamping equipment with 16 vibratory tools manufactured by Jackson, Canron, or Plasser and approved by the Engineer. Control or cycling of the power tamper shall provide the maximum proper compaction of the ballast uniformly along the track. The ballast shall be thoroughly tamped and squeezed on both sides of the tie from a point 15 inches inside the rails to the ends of the ties.

Lining: The track shall be placed in proper alignment when initially raised and tamped. The final alignment of track shall be done by a power operated lining machine capable of meeting the specified track tolerances.

Final Raise and Surfacing: When the track has been raised to within two inches of the final grade and properly compacted, a finishing lift shall be made by jacking the track to the finished top-of-rail elevations. The ballast shall then be applied under the ties for their entire length and thoroughly driven in place for a space extending from fifteen inches inside either rail to the ends of the ties, by automatic tamping machines. The ballast under the remainder of the tie bearing shall not be tamped. In making the finishing lift, the spot board and track level board shall be used with care and the track brought to a true surface with the required super-elevation of the outer rail on spirals and curves.



Final Lining: After the track has been brought to the established track center, every effort shall be made to maintain appropriate line during preliminary ballast applications.

Final Dressing of Ballast: The Contractor shall provide the necessary templates for shaping the ballast sections. The edge of ballast shall be brought to true line by means of shovels, forks, or ballast regulating machines. The ballast shoulders shall be uniformly formed and compacted. All excess ballast shall be removed and deficiencies of ballast shall be supplied.

## GRADE CROSSING

Installation Any road crossing to be constructed over the track at grade shall be installed in accordance with contract documents or by a crossing surface approved by the State in which the track is located. Any road crossing over the track shall Buffalo Southern Railroad's standard surface.

Rail Joints: No joints will be permitted within the confines of the crossing, including road shoulders.

Completion: Highway and street crossings shall be completed in their entirety including grading, planking, and/or paving in exact accordance with the plans and specifications. Care shall be taken to insure the least possible interference with highway or street traffic.

## FINAL CLEANING

All refuse from construction operations shall be removed and disposed of and the entire roadbed and right-of-way shall be left in a presentable condition.

## DERAILS AND BUMPING POSTS

Derails and bumping posts are to be installed as per approved plans.

## 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 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. A minimum of 7 projects with an aggregate contract amount of \$ 4 million is required.
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 earthwork and 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 which attendance will be mandatory by an interested Contractor's representative in order for their bid to be considered for the project. 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 for all construction traffic in and out shall be coordinated with the property owner(s).

### **General Railroad Traffic**

The **Buffalo Southern Railroad** operates the rail line, yard tracks, and industrial tracks on a continuous basis. The contractor shall confirm on a daily basis or hourly if required by the railroad whether a pre-arranged track removed from service by the Buffalo Southern Railroad is still out of service. The Contractor shall coordinate for on track protection provided by Buffalo Southern Railroad for any track work on active track or active adjacent track with the following contact person.

Attn: Bert Feasly  
8600 Depot Street  
Eden, New York 14057  
(716)-992-4979

### **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 follow the work sequence provided in the Contract Documents, or any approved revisions. The established sequence has been prepared to minimize interruptions to **the Buffalo Southern Railroad and Sumitomo Rubber USA, LLC**. 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, even though it may be out of sequence, 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:

- Certified payroll records up to the estimate period for both the Contractor and any subcontractors.
- Material certifications, material delivery tickets and field/laboratory testing documentation/reports supplied by the Contractor or subcontractors shall be up to date prior to the estimate being paid.
- 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  
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## 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 conduct work outside of the areas where proposed work is indicated on the plans.

The Contractor shall give written notice to **Erie County Industrial Development Agency's** duly authorized representative not less than ten (10) business days in advance of any work by the Contractor, or any subcontractor, on railroad corridor in order to make necessary arrangements for inspections. 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 Contractor shall give written notice to **the Buffalo Southern Railroad** duly authorized representative not less than ten (10) business days in advance of any work by the Contractor, or any subcontractor, on railroad corridor in order to obtain a **Right To Entry Permit and Railroad Flagging**. Written notice from Contractor shall be sent to:

**Right to Entry Permit**  
Sumitomo Rubber USA  
Attn: Tim Williams  
10 Sheridan Dr  
Tonawanda, NY 14150  
(716) 879-8200

**Railroad On-Track Protection**  
Buffalo Southern Railroad  
Attn: Bert Feasly  
8600 Depot Street  
Eden, New York 14057  
(716)-992-4979

The Contractor shall give written notice to **Sumitomo Rubber USA, LLC. & Affiliated Companies** duly authorized representative not less than ten (10) business days in advance of any work by the Contractor, or any subcontractor, on railroad corridor in order to obtain a **Site Access Waiver of Liability**. All construction traffic in and out of the Sumitomo Rubber property must be coordinated with Sumitomo Rubber. Written notice from the Contractor shall be sent to: The Contractor shall give written notice to **Erie County Industrial Development Agency's** duly authorized representative not less than ten (10) business days in advance of any work by the

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Contractor, or any subcontractor, on railroad corridor in order to make necessary arrangements for inspections. 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

All costs borne by the contractor and subcontractor(s) associated with obtaining Right to Entry, Site Access Waiver, and Access Agreements shall be reflected in the various payment items for this agreement. More information regarding Railroad Flagging is included under “General Rail Yard Work Requirements” of the Special Provision section of the Agreement.

**ERIE COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY**

95 Perry St. Suite 403  
Buffalo, New York 14203

I (We), the undersigned \_\_\_\_\_ owner(s) of property at \_\_\_\_\_ located in the Town of \_\_\_\_\_ Tax Map No \_\_\_\_\_ in said Town, hereby grant a right of entry onto said property to the County of Erie, Industrial Development Agency and hereby release the county of Erie, Industrial Development Agency, its agents and representatives from all damages, claims and liabilities by reason of the entry upon the property. The entry is for the purpose of Grading, shaping and restoring the property adjacent to the contract work area.

I (We) further agree that the County, its agents, workmen, employees and contractors shall be permitted to enter upon the above described premises for said purpose and to perform said work without being liable for trespass.

This Right of Entry shall terminate upon completion of the work of December 31, 2018, whichever is earlier.

DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_

IN THE PRESENCE OF : \_\_\_\_\_

Bergmann Associates

### 3. RAILROAD ON-TRACK PROTECTION

**Provisions for Railroad On-Track Protection will be available when portions of the track are made inactive by the Buffalo Southern Railroad.** Contractor is required to arrange with the Railroad for on-track protection if any work is within 15 feet adjacent to live tracks. The railroad will try to remove track from live service to the fullest extent possible. Railroad operations are usually limited to 8 hour days, 5 days a week, starting early in the morning. Railroad may be able to adjust their operations earlier in the day in order to remove the track from live service during the afternoons and weekends.

Listed below are anticipated activities that may require flagging unless adjacent track or active track is removed from service.

**Active Rail Operation** on track or on adjacent track may include:

- Tie Replacement on Passing Siding
- New Track construction of Scale Track
- Raising and aligning operations on the Passing Siding and Main Track

### 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, equipment, material, office and deliveries beyond the work area boundaries with the individual property owners. The office shall have meeting room large enough to conduct bi-weekly project meetings with the Owner and Engineer. This room shall be made available for use by the Owner and Engineer when requested for doing paper work.



All construction traffic in and out of the site shall be through the access gate. The Contractor shall coordinate with Sumitomo Rubber USA to gain access to the site through the secured date.

An area mutually agreed on with Sumitomo Rubber USA, LLC outside the Contract property limits will be made available to the Contractor for the erection of office(s), equipment, material storage, and parking areas.

**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
Drainage Pipe/End Section Products	Manufacturer's/Supplier's Certification

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

**6. 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.

**7. 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 time 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 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.

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**GENERAL INSTALLATION SPECIFICATIONS**

**&**

**TECHNICAL CONSTRUCTION SPECIFICATIONS**

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Bidders are specifically advised that numerous specifications are NYSDOT Standard Specifications and the drawings make reference to NYSDOT Standard Sheets. These specifications and their addenda and NYSDOT Standard Sheets are available at the following website: <http://www.dot.state.ny.us/>. Once at the website look under publications for NYSDOT specifications and standard sheets.

The following specifications are special specifications used for this project.

621.51000015	GRADING CLEANING AND RESHAPING EXISTING DITCHES
C675.0101	TRACK REMOVAL
23675.10	FURNISH, PLACE, AND COMPACT BALLAST BASE COURSE
23675.15	FURNISH AND PLACE BALLAST SURFACING COURSE
C675.2201	FURNISH AND INSTALL JOINTED RAIL TRACK
C675.27	TURNOUT RELOCATION
C675.30	REMOVE AND INSTALL WOOD CROSS TIES
23675.42	FURNISH AND INSTALL TIMBER TURNOUT SET
C675.4201	INSTALL TURNOUT TIMBERS
23675.56	FURNISH AND INSTALL COMPRISE RAIL JOINT ASSEMBLY
23675.60	FURNISH AND INSTALL BUMPING POST
C675.78	FURNISH AND INSTALL NO.8 SELF GUARDED SOLID MANGANESE STEEL FROG
C675.90	RAISE, ALIGN, AND SURFACE TRACK
C675.92	RAISE, ALIGN, AND SURFACE TURNOUT

TABLE 703-90 (BALLAST CLASS TESTS)

TABLE 703-91 (SIZE GRADATION – STONE BALLAST)

**ITEM 621.51000015 - GRADING CLEANING AND RESHAPING EXISTING DITCHES**

**Description:** This work shall consist of grading, cleaning and reshaping existing ditches so that adequate, unobstructed free flowing drainage is restored.

The Contractor shall:

- A. Grade, clean and reshape the existing ditches including removal of excess material as ordered by the Engineer to restore drainage.
- B. Shape the backslope in cut sections up to the final elevation of the nearest edge of pavement.

**Materials:** (Not Specified)

**Construction Details:** The grading, cleaning and reshaping of existing ditches shall consist of rendering the ditches free of obstructions including the removal of earth, sod, brush and debris.

Material removed from existing ditches shall be disposed of in conformance with the provisions of subsection 203-3.02 B. *Disposal of Surplus Excavated Materials.*

The Contractor shall exercise due care to protect all trees, fences, markers, culverts, underground structures, utilities and installations within and adjacent to the work area. Facilities damaged by the Contractors operation shall be replaced in kind at no expense to the State.

**Method of Measurement:** This work shall be measured as the number of linear feet of ditch along which such above described work is performed.

**Basis of Payment:** The unit price bid per linear feet for this work shall include the cost of furnishing all labor, material and equipment necessary to satisfactorily complete the described work except that the following items of work will be paid for under their respective pay items:

- A. Seeding and mulching of disturbed areas within the ROW.
- B. Cleaning of culverts.
- C. Required shoulder excavation as ordered by the Engineer.
- D. Required shoulder trimming and reshaping as ordered by the Engineer.
- E. Slope excavation and shaping in cut sections required above the final elevation of the nearest edge of pavement.

## **ITEM C675.0101 – TRACK REMOVAL**

### **Description:**

The work shall consist of dismantling and removing the existing track 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. Fit material shall be stored and reused by contractor for this project or stockpiled at an on-site location designated by the Railroad. Scrap materials shall be removed and disposed off site by contractor. Scrap ties shall be disposed of at a facility currently licensed to accept the ties and documentation shall be provided in advance of disposal to the Engineer.

### **Material:**

None required.

### **Construction Details:**

The Contractor shall dismantle the track in an efficient and workman-like manner. Dismantled material shall be classified by the Engineer as detailed in the table entitled: Recommended Rail Grading Classification, A.R.E.A. Manual - current edition. In addition, rail determined defective by having visual defects, such as excessive rail base wear, anchor nicks, bends or kinks as determined by the Engineer, will not be acceptable. Rail meeting a minimum of Class 3 requirements shall be considered as FIT material (reusable – to be stockpiled at location as directed by the Engineer). Rail not meeting the above requirements shall be considered as 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.

Material to be dismantled includes: Anchors, spikes or other rail fastening devices, bolts/nuts/washers, joint bars, rail, tie plates and cross ties. Care shall be taken to not damage 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.

The roadbed shall be graded level to prevent tripping hazards after ties and rail have been removed.

### **Method of Measurement:**

The work under this item will be measured by the actual number of linear feet of track stockpiled, and/or disposed of. Measurement will be taken along the centerline of tracks. Turnouts are removed and paid under a separate pay item and measurement of track removal shall not include the length from point of switch to last turnout tie. For a No. 6 turnout use 71 feet for turnout length, for a No 7 turnout use 85 feet for turnout length, and for a No. 8 turnout use 99 feet for turnout length. Turnout measurements shall be taken along the straight side of the turnout.

When rail joints are staggered, measurement will be taken between the last ties that remain in place along the theoretical centerline and grade of track.

When a bumping post is specified for the end of track remaining in place, the contractor shall cut one rail end to eliminate the rail stagger as part of the track removal work.

### **Basis of Payment:**

The unit price bid per linear foot stockpiled, and/or removed shall include the cost of all labor, material and equipment necessary to complete the work.

## **ITEM 23675.10 - FURNISH, PLACE AND COMPACT STONE BALLAST BASE COURSE**

### **Description**

The work shall consist of furnishing, placing and compacting stone ballast for the construction of tracks and turnouts, and the reconstruction of rail-highway grade crossing where indicated in the contract documents or where directed by the Engineer.

### **Materials**

Materials used for this work shall meet the requirements of Tables 703-90 (Ballast Class Tests) and 703-91 (Size Gradation-Stone Ballast) in this proposal. The class and size requirements shall be as indicated in the contract documents.

### **Construction Details**

Self-spreading vehicles of a type approved by the Engineer may be used. When stone is initially spread by self-spreading vehicles, a power grader of a type approved by the Engineer may be used to assist the spreading operation. If results of spreading with the power grader are found to be unsatisfactory, permission for use of a grader may be withdrawn. Alternate methods of spreading may be approved by the Engineer for limited areas such as grade crossings. The stone ballast shall be shaped to a true section conforming to the ballast section shown on the plans and thoroughly compacted until the surface is true and unyielding.

Compaction may be done with rollers or with vibratory compactors subject to the following requirements:

- a. The contractor shall place ballast on the graded and compacted sub-base with the maximum lift thickness being determined by the compaction equipment selected and the requirements for proper compaction as given in Section 203-3.12 of the Standard Specifications.
- b. The top grade of the ballast base course shall be a minimum of 2 in. below the bottom of tie elevation as determined from the top of rail profile shown in the contract documents, the rail section, tie plate thickness, and nominal tie thickness being used at a particular location.
- c. The requirements for Standard Proctor Maximum Density and Moisture Control shall not apply for ballast, however compaction shall be continued until the stones are firmly interlocked and the surface is true and unyielding.



**ITEM 23675.10 - FURNISH, PLACE AND COMPACT STONE BALLAST BASE COURSE**

**Construction Details con't**

- d. The ballast from 2 inches below the tie grade line to the finished surface shall be placed, tamped and dressed after the proposed track is in place, and will be paid for under its respective item.

**Method of Measurement**

The work will be measured as the number of tons of stone ballast furnished, placed and compacted.

**Basis of Payment**

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



## **ITEM 23675.15 - FURNISH AND PLACE STONE BALLAST SURFACING COURSE ON TRACKS**

### **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:**

Material used for this work shall meet the requirements of Tables 703-90 (Ballast Class Tests) and 703-91 (Size Gradation-Stone Ballast) in this proposal. The class and size requirements shall be as indicated in the contract documents.

### **Construction Details:**

Stone Ballast shall not be distributed, until track and turnouts have been lined to within 2 inches of final alignment.

The ballast required for raising and surfacing track shall be distributed from hopper bottom or special ballast railroad cars, or alternate method of distribution approved by the Engineer, in the quantities as shown in the contract documents or ordered by the Engineer as necessary for the raise. Immediately after distributing the ballast, the track shall be dressed as necessary to permit continued operation of normal train service including proper operation of switches, frogs, guard rails, and flange areas.

The rail cars used to transport the ballast shall be in good condition, so that leakage of ballast does not occur, and so that the spreading operation can be controlled. The rail cars or other equipment, shall be free of any debris or foreign material that might contaminate the ballast.

### **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 all labor, material and equipment necessary to complete the work.

## ITEM C675.2201 - FURNISH AND INSTALL JOINTED RAIL TRACK

### **DESCRIPTION:**

The work shall consist of furnishing, laying, lining, gaging and constructing a jointed rail track with wood ties on a previously prepared ballasted surface at the locations indicated in the Contract Documents, or as ordered by the Engineer.

### **MATERIALS:**

Steel Rail shall be NEW or RELAY of the size and type as indicated in the Contract Documents. The rail must be control cooled rail and have an AREA standard section designation as indicated in the Contract Documents. Any other rail section must be submitted to the Engineer for approval as a substitution.

Relay rail shall meet the requirements for Class 3 as detailed in the table entitled: Recommended Rail Grading Classification, A.R.E.A. Manual - current edition. In addition, rail determined defective by a rail flaw detector car or having visual defects, such as excessive rail base wear, anchor nicks, bends or kinks as determined by the Engineer, will not be acceptable.

Joint Bars shall be new or fit (used) as indicated in the Contract Documents, and be of proper design for the Rail Section to be connected.

If new joint bars are to be furnished, they shall meet the material requirements of the Specification entitled: Specification for High Carbon Steel Joint Bars, A.R.E.A. Manual - Current Edition.

If used joint bars are to be furnished, they will be considered acceptable if they are compatible with the rail section, have no cracks or breaks, not excessively worn or rusted, do not permit vertical movement of either rail when all the bolts are tight, and have no welds or cutting torch burns.

Joint bar lubricant shall have a petroleum base and contain a rust inhibitor.

Bolt Sets shall be NEW, and of the proper design and size, for the rail section and joint bars furnished.

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, A.R.E.A. Manual - Current Edition.

Spring washers shall meet the material requirements of the Specification entitled: Specifications for Spring Washers, A.R.E.A. Manual - Current Edition.

Dimensions of track bolts and nuts shall meet the requirements of the section entitled: Design for Track Bolts and Nuts, A.R.E.A. Manual, current edition.

Wood cross ties shall be NEW and conform to Subsection 712-17, of the Standard Specifications. Tie size shall be as indicated in the Contract Documents. Ties shall be furnished with anti-splitting devices applied prior to treatment.

Tie plates, of the specified size and type, are to be new unless relay plates are permitted or called for in the Contract Documents.

New tie plates shall be manufactured in accordance with the material and design requirements of the Part and Sections entitled Tie Plates A.R.E.A. manual, current edition. The material requirements for Low Carbon Steel tie plates will apply.

## ITEM C675.2201 - FURNISH AND INSTALL JOINTED RAIL TRACK

Relay tie plates shall be punched to fit the base of the rail on which they will be used. Each plate shall have at least six holes punched for 5/8 in. Track spikes. Four of the holes shall be punched so that they allow a rail holding spike to be placed on the gage and field side of the rail. There shall also be at least two holes punched for the use of plate holding spikes.

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:

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

Rail anchors shall be new and of a one-piece design that is compatible with 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, A.R.E.A. Manual - Current Edition.

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

Tie plugs shall be treated wood meeting the requirements of the specification entitled: Specification for Tie Plugs, A.R.E.A. Manual - current edition.

### **CONSTRUCTION DETAILS:**

Cross ties shall be placed with the heartwood face down, square with the line of rails. One side of the track will be designated line side, and ties shall all be lined to this side. When handling or spacing ties, care shall be taken not to damage them with picks or spiking hammers. Tie tongs, lining bars or tie spacing equipment shall be used. Tie spacing shall be 19.5 inches unless otherwise noted on the plans or Contract Documents.

Tie plates shall be used on all ties, and shall be free of any dirt or foreign matter when being installed and shall be installed centered about the width of the tie, with the shoulder set to bear firmly against the rail base. Under no circumstances shall a shoulder be under the rail base. If the tie plate is a single shoulder plate, the shoulder shall bear against the field (outside) of the rail base. If the plate is a double-shoulder canted plate, the cant (slope) of the plate shall be downward to the gage (inside) of the rail, plate type to conform to Contract Documents.

Jointed Rail shall be placed as required in the section entitled: Specifications for Laying Rail, A.R.E.A. Manual - Current Edition. Space allowance for expansion will be as shown in table 5-2, Shim Determination, which is included in that section.

Standard length rails of not less than 30 ft. will be permitted. No rail less than 9 ft. may be used unless authorized by Engineer. These rails are only to be used as closure rails between turnouts.

## ITEM C675.2201 - FURNISH AND INSTALL JOINTED RAIL TRACK

Rail cuts may only be made by rail saws or rail abrasive cutting wheels. The use of cutting torches or track chisels will not be permitted.

When new rail bolt holes are required, they shall only be drilled with a rail drill. No other method is permissible. Rail shall be drilled before joint bars are applied. Drilling shall be performed by either, center punching hole location and drilling, or by using a proper template. Holes are to be of the size prescribed for rail section and joint bar type.

Any mismatch of relay rail ends at joints greater than 1/8 in. either vertically or on gage side of rail shall be corrected by being "built up" with weld material on the head of the rail or by grinding on the gage side. After surface grinding of rail end welds, each rail end shall be slotted or "cross cut" to a width of 1/8 in. and a depth of 3/16 in., taking care to avoid grinding or damaging the joint bar.

Rail joints shall be applied before the track is spiked. The joint bars are to be lined up with rail in vertical position and the bolts tightened by starting in the middle of the join and working towards the ends. Each joint bar shall be lubricated by spraying lubricating compound behind the joint bar as part of the installation procedure.

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 20,000 and 30,000 lbs per bolt.

Rail shall be spiked to standard track gage, and gaging shall be performed at, at least every third tie. Cost of gaging shall be included in the price bid for this item.

The spiking pattern is to be as noted in the Contract Documents or directed by the Engineer. Rail holding spikes shall be driven perpendicular to the tie surface with the head pointed toward the rail. A 1/8 in. space is to be maintained between the under side of the head of the spike and the top of the base of the rail. No spikes shall be driven against the end of joint bars. In no case shall the spikes be overdriven or straightened while being driven.

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 Specifications entitled Specification for Tie Plugs, AREA Manual, current edition. Spikes may be driven though 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 tie shall be removed and replaced at no expense to the OWNER.

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, A.R.E.A. Manual - current edition.

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 in. 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. 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.

## ITEM C675.2201 - FURNISH AND INSTALL JOINTED RAIL TRACK

### **METHOD OF MEASUREMENT:**

This work will be measured as the actual number of linear feet of track constructed. Measurement will be taken along centerline of track. When rail joints are staggered, measurement will be taken between the last ties that remain in place along the theoretical centerline and grade of track.

### **BASIS OF PAYMENT:**

The unit price bid per linear foot shall include the cost of all labor, material, and equipment necessary to complete the work.

## **ITEM C675.27 - TURNOUT RELOCATION**

### **Description:**

This work shall consist of relocating an existing turnout to a new alignment. The turnout shall be placed on a previously prepared ballast surface at the location indicated in the Contract Documents or where directed by the Engineer.

### **Materials:**

The Contractor will provide any necessary components to rehabilitate/rebuild the switch, OTM and new switch timbers as need for reinstallation.

### **Construction Details:**

The turnout roadbed and ballast base course for the new alignment shall have been previously placed and approved by the Engineer prior to the relocation of the existing turnout. The turnout may be disassembled into smaller sections if necessary to prevent bending and distortion of the rail. The contractor shall submit to the Engineer documentation describing the method, equipment and labor to be employed during the turnout relocation. Turnout relocation shall not begin until the method and equipment are approved by the Engineer. In cases where the existing turnout will not be disassembled in order to be relocated, the turnout structure will have been additionally spiked and anchored prior to the relocation. The work and material required to rehabilitate the turnout will be paid for under this item.

The relocated turnout is to be fully reassembled and rehabilitated to the satisfaction of the Engineer prior to the placement of ballast for surfacing and aligning to match the adjacent existing track profile as shown in the Contract Documents.

Any track or other existing facilities or utilities damaged by the Contractor during the turnout relocation operation shall be repaired or replaced to the satisfaction of the Engineer at no cost to the Railroad.

### **Method of Measurement**

This work will be measured as each turnout, relocated in accordance with the Contract Documents and directions of the Engineer.

### **Basis of Payment**

The unit price bid per each turnout relocated shall include the cost of all labor, material, and equipment necessary to complete the work. The cost of ballast, new switch timbers, surfacing and aligning will be paid for under their respective items.

## **ITEM C675.30 - REMOVE AND INSTALL WOOD CROSS TIES**

### **Description**

This work shall consist of removing existing cross ties and furnishing and installing new wood cross ties at the locations indicated in the contract documents or where directed by the engineer.

The cost of removing and reinstalling existing tie plates and anchors shall be included in the unit price bid for this work. If existing tie plates and/or anchors are inappropriate for reuse, replacements will be furnished under other contract items.

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

Removed ties, removed spikes, and any plates and anchors not reinstalled shall become the property of the contractor and be removed from the project site.

### **Materials**

Ties shall conform to the requirements of subsection 712-17, Wood Cross Ties - New York State Standard Specifications. Minimum size of ties shall be in accordance with the contract documents.

Track spikes shall be new 15.9 mm (5/8 in.) reinforced throat. They shall meet the dimensional requirements of the detail entitled: Design of Cut Track Spikes, A.R.E.A. Manual - current edition. The material requirements of the spikes shall be in accordance with the specification entitled: Specifications for Soft-Steel Track Spikes A.R.E.A. Manual - current edition.

Existing ballast may be reused if approved by the Engineer. Existing ballast deemed to be fouled by the Engineer shall not be reused. If additional ballast is necessary, it shall conform to the material requirements for stone ballast in the contract documents.

### **Construction Details**

Where required by the engineer, tie surfaces shall be cleaned sufficiently to permit the identification of defective ties.

The contractor shall remove only those ties designated by the Engineer as being defective.

Ties shall be removed in such a manner that the existing line and surface of the rails are not disturbed. The crib shall be excavated sufficiently to allow the installation of the new tie without jacking, or otherwise disturbing the rails. New 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 tie removal, handling, and placing equipment is subject to the approval of the engineer prior to use.

## **ITEM C675.30 - REMOVE AND INSTALL WOOD CROSS TIES**

### **Construction Details Con't**

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, and approximately centered about centerline of track. They shall be spaced in accordance with the existing spacing unless otherwise noted in the Contract Documents.

Existing tie plates shall be reinstalled unless the engineer determines that the tie plate is inappropriate for reuse. If existing tie plate is missing or inappropriate for reuse a tie plate of the size and type indicated in the contract documents shall be installed. The cost of furnishing tie plates will be paid for under a separate item.

Tie plates shall be installed centered about the width of the tie with the shoulder (raised lip) 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 single shoulder plate, the shoulder shall be installed against the field (outside) side of the base. If the tie plate is a double shoulder canted plate, then the cant ( slope) of the plate shall be downward to the gage (inside) of the rail.

Existing rail anchors which affect the installation of a new tie shall be removed and reinstalled. If, in the opinion of the engineer, the reinstalled rail anchor does not grip the rail with sufficient force, or is otherwise defective, it shall be replaced with a rail anchor which grips properly. Any rail anchor which is required to be replaced, shall be replaced with a new rail anchor. New rail anchors may be of a different design than the rail anchors they replace, subject to the approval of the engineer. The cost of furnishing new rail anchors shall be paid for under a separate rail anchor item.

Each rail anchor, whether new or reinstalled, shall bear firmly against the tie along side it. Rail anchors which do not bear firmly shall be considered improperly set, and be removed and reinstalled.

Any tie plates, or rail anchors designated to be reinstalled, which are lost shall be replaced by the Contractor at no additional expense to the State.

Ties shall be brought up tight to the base of rail and tamped. Quantities of ballast shall be placed and tamped, as necessary, to keep the tie tight to the rail.



**ITEM C675.30 - REMOVE AND INSTALL WOOD CROSS TIES**

**Construction Details Con't**

Rail holding spikes shall be driven vertically and square with the rail. They shall be driven so as to allow a 3 mm (1/8 in.) 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.

Once driven, no spike shall be removed without the express permission of the engineer.

No spike shall be driven against the ends of joint bars, into slots manufactured into joint bars or into 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. Tie plugs, if used, shall meet the requirements of the Specifications entitled Specification for Tie Plugs, AREA 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 State.

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>
1428. mm (4'-8 1/4")	1454.2 mm (4'-9 1/4")

If the existing track gage is not at or within the above limits, gaging will be required.

If the tie to be installed is a joint tie, as defined by the Contract Documents, then spiking shall be deferred until either of the following conditions is satisfied:

1. If the rail joint requires a new rail joint assembly, the assembly shall be fully installed.
2. If the rail joint assembly requires bolt replacement, the bolts shall be replaced and fully tightened.

## **ITEM C675.30 - REMOVE AND INSTALL WOOD CROSS TIES**

### **Construction Details Con't**

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

If tie(s) adjacent to those identified for removal and replacement are adversely effected (i.e. spikes raised or damaged, ties shifted/rotated, tie plates shifted/rotated, rail anchors dislodged, etc.), as determined by the Engineer, the contractor, at their own expense, shall be responsible for restoring the adversely identified tie(s) to its pre-disturbed state to the satisfaction of the Engineer.

### **Method of Measurement**

This work will be measured as each wood cross tie installed.

No measurement will be taken of a tie which does not have the required number of spikes properly driven.

No measurement will be taken of a tie at which rail anchors are to be located, if the rail anchors are missing, or improperly set.

No measurement will be taken of a tie at which existing adjacent tie(s) adversely effected during tie replacement operations are not properly restored to its pre-disturbed state to the satisfaction of the Engineer.

### **Basis of Payment**

The unit price bid shall include the cost of all labor, materials and equipment necessary to complete the work.

The furnishing of new tie plates and/or anchors as necessary shall be paid for under a separate item.

Furnishing and placing new ballast for track surfacing shall be paid for under its respective item(s).

Raising, aligning and surfacing track shall be paid under its respective item.

## **ITEM 23675.42 – FURNISH AND INSTALL TURNOUT TIMBER SET**

**DESCRIPTION:** The work shall consist of furnishing and installing an entire set of new turnout timbers on a previously prepared ballasted surface for a new turnout location or as a complete in-place timber replacement for an existing turnout. The turnout number will be as indicated in the contract documents.

**MATERIALS:** Turnout timbers shall be new and conform to the requirements of subsection 712-17, Wood Cross Ties - New York State Standard Specifications. Minimum size of timbers shall be size 5. Length shall be as required by the current A.R.E.A. Portfolio of Trackwork Plans, listed under the Bill of Switch Ties for the turnout number specified. Timbers shall be furnished with anti-splitting devices applied prior to treatment.

Track spikes shall be new 15.9 mm (5/8 in.) Reinforced throat. They shall meet the dimensional requirements of the detail entitled: Design of Cut Track Spikes, A.R.E.A. Manual - current edition. The material requirements of the spikes shall be in accordance with the specification entitled: Specifications for Soft-Steel Track Spikes, A.R.E.A. Manual - current edition.

**CONSTRUCTION DETAILS:** Where existing timbers are to be replaced the 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 disturbing the rails.

New timbers shall be handled and placed with mechanical insertion device or tie tongs. The use of picks will not be permitted.

New timbers shall be placed with the heartwood face down. They shall be placed in accordance with the spacing requirements set forth by the current A.R.E.A., Portfolio of Trackwork Plans, for the turnout number in question.

Tie, slide and brace plates shall be fully spiked as required for turnout installation. Rail holding spikes shall be driven vertically and square with the rail. They shall be driven so as to allow a 3 mm (1/8 in.) 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.

Rail shall be spiked to standard track gauge.

No spike shall be straightened while being driven.

No spike shall be driven against the ends of the joint bars.

Once driven, no spike shall be removed without the express permission of the Engineer.

**ITEM 23675.42 – FURNISH AND INSTALL TURNOUT TIMBER SET**

If a spike is allowed be removed, the resulting hole shall be plugged with a treated tie plug of a size sufficient completely and tightly fill the hole. Tie plugs, if used, shall meet the requirements of the Specification entitled: Specification for Tie Plugs, A.R.E.A. 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 Project.

Timbers shall be brought up tight the base of rail and tamped. Quantities of ballast shall be placed and tamped as necessary to keep the timber tight to the rail.

**METHOD OF MEASUREMENT:** The work to be measured will be the number of complete sets of turnout timbers installed in accordance with the Specifications and directions of the Engineer.

**BASIS OF PAYMENT:** The unit bid price for each set of turnout timbers shall include the cost of all labor, materials (including track spikes) and equipment necessary to complete the work.

The cost of furnishing and installing ballast will be paid for under a separate item.

The cost of raising, aligning and surfacing the turnout will be paid for under a separate item.

## **ITEM C675.4201 - INSTALL TURNOUT TIMBERS**

### **DESCRIPTION:**

The work shall consist of removing existing switch timber and installing new wood switch timber at all locations designated in the contract documents or as directed by the Engineer.

Removed timber not marked by the Railroad for retention shall become the property of the Contractor. Timber shall be removed from the right-of-way and disposed of by the Contractor within 30 days. The Contractor shall certify that the timbers were disposed of in accordance with environmental regulations. Timber marked by the Railroad for retention shall be stock piled at a location designated by the Railroad.

Any excavation of ballast necessary to remove or support the timber that is incidental to tie replacement shall be included as part of the work.

### **MATERIALS:**

Turnout timbers shall be new and conform to the requirements of subsection 71217, Wood Cross Ties - New York State Standard Specifications. Minimum size of timbers shall be size 7. Length shall be as required by the current A.R.E.A. Portfolio of Trackwork Plans, listed under the Bill of Switch Ties for the turnout number specified or as indicated in the Contract Documents. Timbers shall be furnished with anti-splitting devices applied prior to treatment.

Track spikes shall be new 15.9 mm (5/8 in.) Reinforced throat. They shall meet the dimensional requirements of the detail entitled: Design of Cut Track Spikes, A.R.E.A. Manual - current edition. The material requirements of the spikes shall be in accordance with the specification entitled: Specifications for Soft-Steel Track Spikes, A.R.E.A. Manual - current edition.

It shall be the Contractors' responsibility to load and distribute the timbers.

Turnout timber shall be installed as marked by the Railroad for replacement.

All material used for this work shall be approved by the Engineer prior to use.

### **CONSTRUCTION DETAILS:**

New timber shall be placed with heartwood face down, square with the line of the rails, and approximately centered about the centerline of the track. They shall be placed in strict accordance with the requirements set forth by the current A.R.E.M.A. Portfolio of Trackwork Plans, Current Edition. Existing cross ties and switch timbers shall be removed and replaced at the locations marked by the Railroad as indicated in the Contract Documents or as directed by the Engineer.

Where existing timbers are to be replaced, the 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 disturbing the rails.

Contractor should note that existing timbers are not installed according to specific details. It shall be the Contractor's responsibility to re-space and install new timber to A.R.E.M.A. plan. Work necessary on/to adjacent ties shall be included in this item.

## **ITEM C675.4201 - INSTALL TURNOUT TIMBERS**

Rail shall be spiked to track gage fifty-six and one-half inches (56-1/2"). On track segments within the limits of the tie installation where track gage is in excess of fifty seven (57) inches, the Contractor shall regage that track segment to standard gage as part of the timber installation process.

All spiking equipment is subject to the approval of the Engineer prior to use.

All ties shall have rail holding spikes installed before the end of each working day. Rail holding spikes shall be driven so as to allow a one-eighth inch (1/8") space between the underside of the spike head and the top of the base of the rail. The spikes shall not be over driven. Spikes shall not be bent against the rail.

Plate holding spikes shall be driven vertically and square with the tie. The spike shall be driven tight to the tie plate.

The Contractor shall spike each tie with two spikes per plate. All rail spikes must be new.

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

All ties installed shall have rail holding spikes installed before the end of each working day.

Installation of timbers shall match proposed alignment and surface or as directed by the Engineer.

Contractor shall tamp each new tie installed that day so that it is supported by ballast and supports the rail.

All cribs shall be full of ballast and track will be cleaned so that ballast is level with the top of the tie. No ballast shall remain on the top of the tie. Shoulders shall conform to the Railroad standard cross section.

Ties shall be removed in such a manner that the existing line and surface of the rail are not disturbed. The crib shall be excavated to allow for the installation of the new tie without jacking of or otherwise disturbing the rail. Should track surface and or alignment be adversely affected by the tie installation, the Contractor shall restore surface and or alignment to a condition satisfactory to the Engineer at no additional cost to the Railroad.

New ties shall be handled and placed with either a mechanical tie insertion device or tie tongs. The use of picks will not be permitted. Tie removal, handling, and placement of equipment is subject to the approval of the Engineer prior to use.

Timbers shall be brought up tight to the base of rail and tamped. Quantities of ballast shall be placed and tamped as necessary to keep the timber tight to the rail.

Tamping shall be done with a squeeze type vibratory tamper in accordance with current A.R.E.M.A. specifications for tamping. All equipment used for tamping is subject to the approval of the Engineer prior to use. Tamping tools (picks) shall be relatively free from wear. Tools in question shall be immediately replaced with the proper fitting tamping tools. Work done with worn or improper tools is subject to rejection.

## **ITEM C675.4201 - INSTALL TURNOUT TIMBERS**

Tie plates “double shoulder” or switch plates shall be used on all ties, and shall be free of any dirt or foreign matter when being installed. They shall be installed centered about the width of the tie, with the shoulder set to bear firmly against the rail base. Under no circumstances shall a shoulder be under the rail base. With a double shoulder canted plate, the cant (slope) of the plate shall be downward to the gage (inside) of the rail.

After timber installation, the switch must then be checked to ensure the switch points fit the stock rail properly and if necessary, readjusted to the satisfaction of the Railroad and Engineer.

### **METHOD OF MEASUREMENT:**

The quantity paid for shall be the number of linear feet of the various switch tie lengths procured and installed as specified by the contract documents and marked for replacement by the Railroad.

### **BASIS OF PAYMENT:**

The unit price bid per linear feet of switch ties installed shall include the cost of furnishing all labor, materials (including track spikes) and equipment necessary to satisfactorily complete the work.

Installing Turnout Timbers will require head block tie replacements at some switches as indicated in the contract documents. Setting the Switch stand throw rods and locking devices will be paid on the same basis (linear feet of switch ties installed).

The cost of furnishing and installing ballast will be paid for under a separate item.

The cost of raising, aligning and surfacing the turnout will be paid for under a separate item.

## ITEM 23675.56 - FURNISH AND INSTALL COMPROMISE 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) 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, AREA Manual - Current Edition.

If FIT (USED) compromise rail joint assemblies are furnished, they will be acceptable, providing they fit properly and are compatible with both rails, which are to be connected. FIT bars shall be subject to inspection and acceptance 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 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, AREA Manual - Current Edition

Spring washers shall meet the material requirements of the Specification entitled: Specifications for Spring Washers, AREA Manual - Current Edition.

Compromise joint bar lubricant shall have a petroleum base and contain a rust inhibitor.



## ITEM 23675.56 - FURNISH AND INSTALL COMPROMISE JOINT ASSEMBLY

### **Construction Details**

Compromise joints shall be installed so opposite rail joints are staggered at least 1.5 m (4 ft. 11 in.)

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.

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.

Each compromise rail joint assembly shall be lubricated by spraying lubricating compound behind each joint bar as part of the installation procedure.

### **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.

## **ITEM 23675.60 — FURNISH AND INSTALL BUMPING POST**

**DESCRIPTION:** The work shall consist of furnishing and installing a bumping post at the end of a track as indicated in the contract documents or as ordered by the Engineer and in accordance with applicable AREA specifications and the manufacturer's recommendations.

**MATERIALS:** The bumping posts shall be new or fit (used) as specified in the contract documents. If new material is required, a list of the recommended manufacturers of bumping posts will be given in the Contract Documents.

Rail anchors shall be new and of a one-piece design that is compatible with 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 Specifications entitled: Specifications for Rail Anchors, A.R.E.M. A. Manual - Current Edition.

**CONSTRUCTION DETAILS:** The bumper shall be installed according to the manufacturer's instructions or as ordered by the Engineer.

The 20 Ties preceding the bumper, shall be box anchored to prevent longitudinal Rail Movement, due to impact against the bumper. (The cost for furnishing and installing any additional Anchors is to be included in this item.)

**METHOD OF MEASUREMENT:** Bumpers shall be measured for payment by the actual number of bumpers properly installed.

**BASIS OF PAYMENT:** The unit price bid per each to install track bumper shall include the furnishing and installation of the bumper, related bumper material specified by manufacturer's instructions, Rail anchors, labor, equipment and all incidental expenses to complete this work including drilling of rails.

**ITEM C675.78 – FURNISH AND INSTALL NO. 8 SELF GUARDED SOLID  
MANGANESE STEEL FROG**

**DESCRIPTION:**

The work shall consist of furnishing and installing new or reconditioned No. 8 Self Guarded Solid Manganese Steel Frogs (SGSM) with new SAE Grade 8 frog bolts; hook twin tie plates; and joint bars at heel and toe of frog as indicated in the contract drawings. The work shall also consist of furnishing and installing new or reconditioned Guard Rails (*if specified to be provided in the plans*) conforming to the Tee Rail Design including all associated adjustable clamps or Guard Rail Tie Plates; Separator Blocks; End Blocks; and new SAE Grade 8 track and frog bolts as indicated in the contract drawings.

**MATERIAL:**

Manufacture of the material specified shall comply with AREMA Specification 100 for Special Trackwork in the current publication of the AREMA Portfolio of Trackwork Plans.

Any discrepancies from the stated specifications shall be clearly identified and submitted as a substitution for approval by the Engineer in advance of purchase and installation and completed in the format enclosed.

Certification of materials will be accepted In-Lieu of Plant Inspection and shall be provided to Owner through the contractor and completed in the format specified and provided in the Manual of Uniform Record Keeping (MURK) published by NYSDOT.

**FROGS**

Permissible variations in completed frogs shall conform to AREMA Plan 1010 current publication.

Internal Soundness Levels for Manganese Castings shall conform to AREMA Plan 1012 current publication.

Provide No. 8 Self Guarded Solid Manganese Steel Frogs (SGSM) with new SAE Grade 8 frog bolts and hook twin tie plates for Type 3 Rails (132 RE rail including 36-inch, 6-hole joint bars). Materials shall comply with AREMA Plans 600; 600-A; 600-B; 612; 616 or 621; 617 or 622.

Reconditioning of frogs by weld repairs to reestablish permissible dimensions and manganese casting soundness shall comply with CSXT Maintenance of Way *Welding Manual* MWI 801-09 revised 9/29/2017.

**GUARD RAILS (*if specified to be provided in the plans*)**

Provide a 13-foot long Guard Rails for each No 8 frog including Tee rails; Separator Blocks; End Blocks; Guard Rail Tie Plates or Adjustable Clamps; and new SAE Grade 8 bolts. Materials shall comply with AREMA Plans 504 and/or 505.

If Fit (Used) guard rails are furnished, they shall be subject to inspection and acceptance by the Engineer, and the guard rails (including base plates, spacer blocks, clamps wedges, bolt

**ITEM C675.78 – FURNISH AND INSTALL NO. 8 SELF GUARDED SOLID  
MANAGANESE STEEL FROG**

assemblies, etc., depending on type furnished) shall be free of shelly spots, head checks, corrugations, cracks, bent parts, excessive deterioration from rust or scale, or any other visual defects.

The contractor is cautioned that a preliminary inspection and acceptance of guard rails by the Engineer shall always be conditional upon the fact that final acceptance cannot be given until the guard rails are installed in its final position. Guard Rails shall meet the following installed limits:

Top of guard rails shall not be less than ¼" or more than 1" above the top of the running rail. 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.)

**CONSTRUCTION DETAILS:**

The Contractor shall install the material according to the layout and details specified in the contract documents and appropriate AREMA Plan Standard 980 for actual lead length and Plan Standard 502 for setting of the Guard Rails.

Rail cuts may only be made by rail saws or rail abrasive cutting wheels, torch cutting or track chisels will not be permitted.

New Rail bolt holes when required, shall only be drilled with a rail drill, no other method is permissible. Rail shall be drilled before Joint Bars are applied, drilling shall be performed by either, center punching hole location and drilling, or by using a proper template. Holes are to be of the size prescribed for rail section and joint bar type.

Where relayer rail is used, care shall be exercised in matching adjacent rails, and heel of switch points to prevent lipped or uneven joints, and any mismatched rail ends over 1/8" will be welded (top of head) or ground (gauge side of head) to conform.

Rail 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. Each joint bar shall be lubricated by spraying lubricating compound behind the joint bar as part of the installation procedure.

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 20,000 and 30,000 lbs per bolt.

Heel assembly joints (switch point and closure rail) shall be installed as required by type and shall be fully bolted.

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MANAGANESE STEEL FROG**

**SPIKING**

All Rail Holding 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. Rail holding spiking arrangement shall be in accordance with the table shown, and the contract documents.

Plate holding spikes shall be started with the head pointed toward the rail and driven vertically so head has full bearing against tie plate. Plate holding spiking arrangements shall be in accordance with the table shown and the contract documents.

No spikes shall be driven against the ends of joint bars or into slots manufactured into joint bars.

Timber spiking for standard tie plates shall conform to the following criteria:

<b><u>Radius (Degree of Curve)</u></b>	<b><u>No. of Spikes</u></b>
Tangent to 1910ft (0 - 3°)	2 rail holding
1910ft to 717ft (>3° to 8°)	2 rail holding & 1 plate holding -1 field side
717ft to 459ft (>8° to 12° 30')	2 rail holding & 2 plate holding -1 field & 1 gauge side
459ft to 359ft (>12° 30 to 16°)	3 rail holding & 2 plate holding -1 field & 1 gauge side

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.)

Timbers shall be bored for spiking if performed with spike mauls or air hammers, holes shall be 12.7 mm (1/2") in diameter and drilled to a depth of 4 1/2". If insertion is accomplished by hydraulic method, no boring shall be necessary.

All switch plates shall have 5/8" x 6" timber drive screws installed, a 1/2" diameter x 4 1/2" hole shall be bored prior to inserting lag screw. The gauge plate shall have all holes lagged with lag screws.

**GAGING**

Necessary gaging shall be done at the time rail is laid, and shall be to standard gage, measured 5/8" below the top of rail on the two inside edges of the rails.

Spikes or drive screws which are bent while being installed, and do not meet proper alignment, or designated head contact, will be removed. Hole shall be plugged properly with a treated tie plug, and a New spike or drive screw installed.

**ANCHORING**

**ITEM C675.78 – FURNISH AND INSTALL NO. 8 SELF GUARDED SOLID  
MANGANESE STEEL FROG**

Rail anchors shall be applied from the gauge side of the rail whenever possible. 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 so as to be within 6" of the end of a joint bar.

Rail anchors shall be installed in the BOX anchor method, 8 anchors per timber.

Anchors shall be applied as indicated in the contract documents.

**METHOD OF MEASUREMENT:**

The work under this item will be measured on an each basis for the actual number of No. 8 Self Guarded Solid Manganese Steel Frogs (SGSM) furnished and installed.

This item on an each basis includes the necessary Hook Twin Tie Plates; Guard Rails; Separator and End Blocks; Guard Rail Tie Plates or Adjustable Clamps; 36-inch 6-hole Joint Bars; 5/8-inch Track Spikes; SAE Grade 8 Track, Frog and Guard Rail Bolts including drilling, spiking , and sawing of materials and installation of all materials at the specified locations in the contract documents.

**BASIS OF PAYMENT:**

The unit price bid per each No. 8 Self Guarded Solid Manganese Steel Frogs (SGSM) furnished and installed shall include the cost of all labor, material and equipment necessary to complete the work.

**ITEM C675.78 – FURNISH AND INSTALL NO. 8 SELF GUARDED SOLID  
MANAGANESE STEEL FROG**

**Substitution Approval Request Form**

*Contractor requests for substitutions will be considered upon timely receipt of this completed Substitution Approval Request Form and all required supporting documentation. Substitutions made without completion of this form and the Consultant's approval will be considered defective work.*

Project: \_\_\_\_\_

*The Contractor proposes the following substitution in accordance with the requirements of the Contract Documents:*

Scope of substitution: \_\_\_\_\_

Specification references: \_\_\_\_\_

Drawings references: \_\_\_\_\_

Reasons for proposed substitution: \_\_\_\_\_

Savings to owner: \_\_\_\_\_

Impact on project schedule: \_\_\_\_\_

Impact on guarantees and warranties: \_\_\_\_\_

Coordination required with adjacent materials and related systems: \_\_\_\_\_

Deviations from specified requirements: \_\_\_\_\_

Attachments:  Yes  No

*(Attach supporting documentation sufficient for the Consultant to evaluate proposed substitution. A Substitution Approval Request Form submitted without adequate documentation will be returned without review.)*

Response date: \_\_\_\_\_

*(Date by which the Consultant's response is requested in order to maintain project schedule and allow sufficient time for inclusion of proposed substitution.)*

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(Contractor)*

Firm name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number/fax number/e-mail address: \_\_\_\_\_

**Consultant's Response**

*The Consultant's response is based on information submitted by the Contractor. Changes to the contract sum or changes to the project schedule shall be processed using appropriate Change Order forms.*

- Approved
- Approved as noted: \_\_\_\_\_
- Approved in part: *(Itemize approved and rejected substitutions)* \_\_\_\_\_
- Revise and resubmit: \_\_\_\_\_
- Rejected: \_\_\_\_\_
- Returned without review

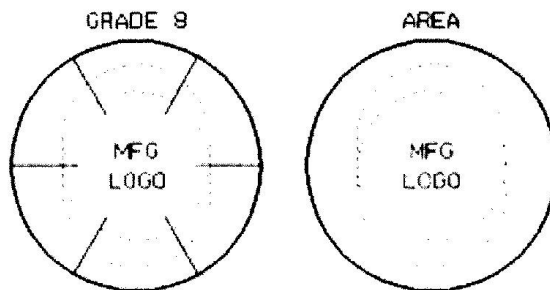
Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

*(Consultant)*

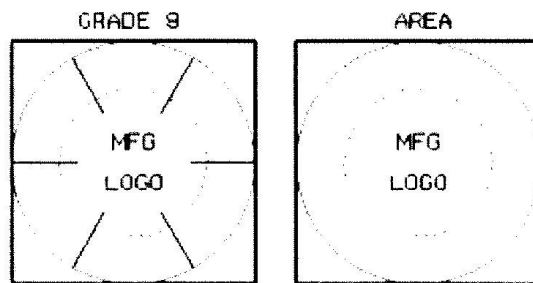
**ITEM C675.78 – FURNISH AND INSTALL NO. 8 SELF GUARDED SOLID  
MANAGANESE STEEL FROG**

- D. The heads of SAE Grade 8 track and frog bolts are marked with six (6) radial lines.  
AREA grade bolts do not have radial lines. See illustrations below.

TRACK BOLT HEAD GRADE MARKINGS



FROG BOLT HEAD GRADE MARKINGS





**ITEM C675.78 – FURNISH AND INSTALL NO. 8 RAILBOUND MANAGANESE STEEL  
FROG AND GUARD RAILS MANUFACTURER’S CERTIFICATION**

PROJECT:

Date:

Manufacturer \_\_\_\_\_

Address \_\_\_\_\_

Supplier \_\_\_\_\_

Address \_\_\_\_\_

Item # and Material Description \_\_\_\_\_

\_\_\_\_\_

Quantity shipped to project \_\_\_\_\_

Statement of Compliance:

This is to certify that the above-noted material was shipped to and meets the specification requirements and/or approved shop drawings of the above- referenced project.

Manufacturer’s Authorized Representative:

\_\_\_\_\_

Print or Type Name

Manufacturer’s Authorized Representative:

\_\_\_\_\_

Signature

Supplier’s Authorized Representative:

\_\_\_\_\_

Print or Type Name

Supplier’s Authorized Representative

\_\_\_\_\_

Signature

## **ITEM C675.90 – 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 where directed by the engineer.

### **Materials**

TIE PLUGS (if required) shall be NEW and shall meet the material requirements of the specification entitled: Tie Plugs, AREMA Manual TRACK SPIKES (if required) shall be NEW and of the size and type indicated in the contract documents, they shall meet the material requirements of the specification entitled: Soft Steel Track Spikes, AREMA Manual.

### **Equipment**

All track work constructed and rehabilitated shall be surfaced and aligned using a 16 tool vibratory squeeze type tamper complete with liner and a separate ballast regulator to broom, shape, and dress ballast section to final required cross-section specified in the plans. The Contractor must submit a proposal for the equipment approval. The Engineer and/or Railroad will inspect the equipment and have final approval.

### **Construction Details**

The track section, when completed, shall be in conformance with the track section detail as indicated in the contract documents, and the limits specified herein, or as ordered by the Engineer.

Track Alignment, when completed, shall be in conformance with the following:

- The Deviation of the mid-offset from a 62 ft. line shall not be more than 1/4 in. for tangent track and 1/4 in. for curved track.

Track Surface, when completed, shall be in conformance with the following:

- The runoff in any 31 feet at the end of a raise, shall not be more than 1/2 in.
- The deviation from uniform profile on either rail at the mid-ordinate of a 62 foot tangent or chord shall not be more than 1/4 in.
- Deviations from designated elevation on curves, spirals, or tangents shall not be more than 1/4 in.
- Deviation from zero cross level at any point on tangent or from designated super-elevation on curves between spirals shall not be more than 1/4 in.
- The difference in cross level between any two points less than 62 ft. apart on tangents and curves between spirals shall not be more than 1/4 in.

Track Elevation, (super elevation and grade) when completed shall conform to contract documents.

- All equipment to be used in the alignment and surfacing operation shall be approved by the engineer prior to use.
- Work shall be performed so that track will maintain the alignment, surface and elevation after tamping. The tamper used for this operation shall be a squeeze type, vibratory tamper.

## ITEM C675.90 – RAISE, ALIGN, AND SURFACE TRACK

- The track section, when completed, 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) 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.
- All ties under a rail joint shall receive not less than two separate insertions of Squeeze Type Vibratory tamper.
- All track spikes damaged and not functioning as intended during the raising aligning and surfacing operations shall be repaired in the following manner:
  - *New Ties* - The bent 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. If, in the opinion of the engineer, the tie plug is not tight and completely filling the spike hole, or is the tie plug is not properly holding a driven spike, the tie shall be removed and a new tie shall be installed in its place at the contractor's expense.
  - *Old Ties* - The spike shall be re-driven to allow a 1/8 in. space between the underside of the spike head and the top of the base of the rail. Tie plugs shall not be required.
  - *Ballast* - Shall be dressed with the stone flush with the top of tie and cribs shall be full.
- Upon completion of the final surfacing and aligning operation, the track shall have been fully tamped, aligned, ballasted and dressed to adequately support and restrain the track under load. The contractor shall ensure that all rail anchors are properly seated so as to exert anti-rail creepage force against the side of the tie or tie plate. Rail anchors shall be re-adjusted to the proper position by reapplying them at no additional cost the Owner. Track spikes which are lifted shall be redriven.

### **Method of Measurement**

The work will be measured as the actual number of linear feet of track raised, aligned, and surfaced. This measurement includes shaping, dressing and filling cribs so that the ballast cross-section specified has been provided. Measurement will be taken along centerline of track.

### **Basis of Payment**

The unit price bid per linear foot for this work shall include the cost of all labor, material and equipment necessary to complete the work.

Furnishing and installing ballast shall be paid for under its respective item(s).

## ITEM C675.92 – 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 5/8" x 6". Tie plugs shall be southern yellow pine treated with a 50/50 creosote coal tar solution to 8 pounds retention per cubic foot per the requirements of the American Wood Treater's Association. Plugs shall be notched with five plugs per stick, and 100 stocks per bundle. Bundles shall be banded for shipment: other types of plugging materials must be approved by the south buffalo railroad co. and engineer prior to use.

**RAIL ANCHORS** shall be New, one piece, manufactured to fit the rail section. Anchors will be drive-on or wrench on anchors manufactured from heat treated steel in conformance to AREMA Manual, Chapter 5, Part 7.

**TRACK SPIKES** shall be New, and shall meet the materials requirements of the specifications entitled: Soft Steel Track Spikes, AREMA Manual.

Spikes shall be new 5/8" x 6" cut spikes with reinforced throats manufactured in accordance with AREMA Manual for Railroad Engineering, Chapter 5 – Part 2 – "Specification for Steel Track Spikes."

### Equipment

All turnouts constructed and rehabilitated shall be surfaced and aligned using a 16 tool vibratory squeeze type tamper with ability to move the squeeze heads laterally and includes a liner and a separate ballast regulator to broom, shape, and dress the ballast section to final required cross-section specified in the plans. The Contractor must submit a proposal for the equipment approval. The Engineer and/or Railroad will inspect the equipment and have final approval.

### Construction Details

The turnout section, when completed, shall be in conformance with the track section detail as indicated in the Contract Documents, and the limits specified herein, or as directed by the Engineer.

Turnout Alignment, when completed, shall be in conformance with the following:

The deviation of the mid-offset from a 62 ft. line, shall not be more than 1/4 in. for tangent track and 1/4 in. for curved track.

Turnout Surface, when completed, shall be in conformance with the following:

- The runoff in any 31 ft of rail at the end of a raise shall not be more than 1/2 inch.
- The deviation from uniform profile on any rail at the mid-ordinate of a 62 foot chord shall not be more than 1/4 inch.
- Deviation from zero cross level at any point shall not be more than 1/4 inch.

## **ITEM C675.92 – RAISE, ALIGN AND SURFACE TURNOUT**

- The difference in cross level between any two points less than 62 feet apart shall not be more than 1/4 inch.

Track Grade, when completed, shall conform to the Contract Documents, no super-elevation thru the timber area shall be performed.

All equipment to be used in the alignment and surfacing operation shall be approved by the Engineer prior to use.

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.

The turnout section, when completed, 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 separate insertions of the squeeze-type, vibratory tamper.

All track spikes or lag screws damaged and not functioning as intended during the raising, aligning and surfacing operation shall be repaired in the following manner:

The bent 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 shall then be driven. If, in the opinion of the Engineer, the tie plug is not tight and completely filling the spike hole, or if the tie plug is not properly holding a driven spike, the timber shall be removed and a new timber shall be installed in its place at the Contractor's expense.

Ballast shall be dressed with the stone flush with the top of timber and cribs shall be full. Guard rail flange, switch pint, and switch point rod area's shall be cleaned and dressed to allow component parts to function properly.

After all turnout surfacing work has been completed, 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.

Petroleum base lubricant or graphite shall be applied to all switch plates.

### **Method of Measurement**

The work to be measured will be the actual number of turnouts raised, aligned, and surfaced.

### **Basis of Payment**

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

Furnishing and installing ballast shall be paid for under its respective item.

<b>TABLE 703-90</b>				
<b>BALLAST CLASS TESTS <sup>(1)</sup></b>				
	<b>Ballast Class</b>			
	NY1	NY2	NY3	SLAG
<b>Magnesium Sulfate Test (NYSDOT 703-7P) <sup>(2)</sup></b>				
Max. percent loss by weight at 10 cycles	18	18	18	6
<b>Freezing and Thawing Test (NYSDOT 703-8P) <sup>(3)</sup></b>				
Max. percent loss by weight at 25 cycles	10	10	10	-
<b>Los Angeles Abrasion Test (AASHTO T96)</b>				
Max. percent loss by weight (Grading A or B)	15 <sup>(4)</sup>	20 <sup>(4)</sup>	35 <sup>(4)</sup>	40
		45 <sup>(5)</sup>	45 <sup>(5)</sup>	
<b>Flat and Elongated Pieces (ASTM C125)</b>				
Max. percent by weight of:				
Flat or Elongated to the Degree of 3:1	30	30	30	-
Flat or Elongated to the Degree of 5:1	10	10	10	-
<b>Impedance Test (NYSDOT 703-12G)</b>				
Impedance, K ohms	2.6+	2.6+	2.6+	
<b>Petrographic Test</b>				
Shale or other deleterious materials <sup>(6)</sup>	1.0	1.0	1.0	-
Clay balls or lumps	0.2	0.2	0.2	-
Materials passing the 200 sieve (%) <b>(NYSDOT 703-2P)</b>	0.7	0.7	0.7	0.7
Minimum unit weight <b>(NYSDOT 703-10P)</b> lbs/cu.ft.	-	-	-	140

<sup>(1)</sup> To determine its conformance to specification limits, processed crushed stone may be tested at any point after completion of processing. The manufactured material shall be separated into the primary sizes indicated in Table 703-5, "Primary". Each size fraction shall conform to the requirements 703-02, Course Aggregate except as modified herein.

<sup>(2)</sup> Magnesium Sulfate loss applies to No. 2 primary size fraction.

<sup>(3)</sup> The freeze-thaw loss applies to the No. 3 primary size fraction, but the Engineer reserves the option to test the No. 2 primary size fraction.

<sup>(4)</sup> Loss applies to limestone, dolomite, quartzite, and trap rock.

<sup>(5)</sup> Loss applies to granite, anorthosite, and gabbro.

<sup>(6)</sup> Argillaceous limestone's and dolomites are considered to be deleterious materials.

**TABLE 703-91  
 SIZE GRADATION - STONE BALLAST  
 AMOUNTS FINER THAN EACH SIEVE\***

SIZE NO.	NOMINAL SIZE	PERCENT BY WEIGHT								
		2 1/2"	2"	1 1/2"	1"	3/4"	1/2"	3/8"	No. 4 Sieve	No. 10 Sieve
CR3-4	2" - 1/2"	100	98 - 100	60 - 85	20 - 40	5-15	0-5	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	-
57	1" - No. 4 Sieve	-	-	100	95 - 100	-	25 - 60	-	0-10	0-5

\* Sieves shall meet the requirements of ASTM designation E-11

Erie County Industrial Development Agency  
Sumitomo Rubber USA – Rail Track Improvement Project  
NYSDOT PIN 5936.77.301

# Appendix A



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**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8

of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and

other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is

maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of

race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
 Division for Small Business  
 Albany, New York 12245  
 Telephone: 518-292-5100  
 5100 Fax: 518-292-5884  
 email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
 Division of Minority and Women's Business Development  
 633 Third Avenue  
 New York, NY 10017 212-803-2414 email:  
[mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension 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.

Erie County Industrial Development Agency  
Sumitomo Rubber USA – Rail Track Improvement Project  
NYSDOT PIN 5936.77.301

# Appendix B



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Erie County IDA  
Lucas Brewer, Assistant Project Manager  
Bergmann PC  
40 La Riviere Drive Suite 150  
Buffalo NY 14202

Schedule Year 2017 through 2018  
Date Requested 11/15/2017  
PRC# 2017012377

Location Sumitomo Rubber USA  
Project ID#  
Project Type Rehabilitation and maintenance of an existing industry track siding.

### 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](http://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](http://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](http://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](http://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  
Lucas Brewer, Assistant Project Manager  
Bergmann PC  
40 La Riviere Drive Suite 150  
Buffalo NY 14202

Schedule Year 2017 through 2018  
Date Requested 11/15/2017  
PRC# 2017012377

Location Sumitomo Rubber USA  
Project ID#  
Project Type Rehabilitation and maintenance of an existing industry track siding.

### 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*

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#### **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](http://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](mailto:dol.misclassified@labor.state.ny.us) .



# 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](http://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](http://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](http://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](http://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](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://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](mailto: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](mailto:mailto:japs@buffalo.edu)

(716) 829-2125

[http://www.smbs.buffalo.edu/CENTERS/trc/schedule\\_OSHA.php](http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php)

### **Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingletin@keene.edu](mailto:lsingletin@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_osh.cfm](http://www.keene.edu/courses/print/courses_osh.cfm)

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

[www.OutreachTrainers.org](http://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\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
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\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
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\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
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](http://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**

**11/01/2017**

**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**

**11/01/2017**

**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**

**11/01/2017**

**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
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**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**

**11/01/2017**

**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**

**11/01/2017**

**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**

**11/01/2017**

**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** **11/01/2017**

**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** **11/01/2017**

**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

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**Ironworker** **11/01/2017**

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**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

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**Ironworker** **11/01/2017**

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**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

**Labourer - Building**

**11/01/2017**

**JOB DESCRIPTION** Labourer - 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**

**11/01/2017**

**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**

**11/01/2017**

**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**

**11/01/2017**

**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
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\*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** **11/01/2017**

**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** **11/01/2017**

**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**

**11/01/2017**

**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

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**Mason - Building** **11/01/2017**

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**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

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**Mason - Building** **11/01/2017**

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**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**

**11/01/2017**

**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
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**

**11/01/2017**

**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**

**11/01/2017**

**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**

**11/01/2017**

**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**

**11/01/2017**

**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**

**11/01/2017**

**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*
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\*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

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**Operating Engineer - Heavy&Highway**

**11/01/2017**

**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, Pumpcrete, 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 11/01/2017**

**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:		
DREDGING OPERATIONS	07/01/2017	10/01/2017
CLASS A		
Operator, Leverman,	\$ 37.25	\$ 38.18
Lead Dredgeman		

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	\$ 32.21	\$33.02
Spider/Spill		
Tug Operator(over1000hp),		
OperatorII, Fill Placer,		
Derrick Operator, Engineer,		
Chief Mate, Electrician,		
Chief Welder,		
Maintenance Engineer		

Certified Welder,	\$ 30.33	\$ 31.09
Boat Operator(licensed)		

CLASS C		
Drag Barge Operator,	\$ 29.50	\$ 30.24
Steward, Mate,		
Assistant Fill Placer,		

Welder (please add)\$ 0.06

Boat Operator	\$ 28.54	\$ 29.26
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CLASS D		
Shoreman, Deckhand,	\$ 23.71	\$ 24.30
Rodman, Scowman, Cook,		
Messman, Porter/Janitor		

Oiler(please add)\$ 0.09

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2017	10-01-2017
All Classes A & B	\$10.75 plus 8%	\$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**

**11/01/2017**

**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
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**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%
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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

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**Operating Engineer - Survey Crew - Consulting Engineer** **11/01/2017**

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**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
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**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

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**Painter** **11/01/2017**

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**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	05/01/2019
		Additional	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**

**11/01/2017**

**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	05/01/2019
		Additional	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**

**11/01/2017**

**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:

1st year	\$ 5.62	\$ 5.62
2nd year	5.62	5.62
3rd year	5.62	5.62

8-8A/28A-MP

**Plumber**

**11/01/2017**

**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 Additional
Plumber	\$ 33.95*	\$ 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**

**11/01/2017**

**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

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**Sheetmetal Worker** **11/01/2017**

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**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**

**11/01/2017**

**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, Schuyler, 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
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**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

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**Teamster - Building / Heavy&Highway** **11/01/2017**

**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

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**Teamster - Building / Heavy&Highway** **11/01/2017**

**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

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**Welder**

**11/01/2017**

**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.,<br>Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University<br>Construction Fund | <input type="checkbox"/> 10 Village  |
| <input type="checkbox"/> 05 Mental Hygiene<br>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<br>(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<br>Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen                                   |
| <input type="checkbox"/> Tunnel  | <input type="checkbox"/> Janitors, Porters, Cleaners,<br>Elevator Operators |
| <input type="checkbox"/> Residential   | <input type="checkbox"/> Moving furniture and<br>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>



**NYS DOL Bureau of Public Work Debarment List 10/12/2017**

**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		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	****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
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

**NYS DOL Bureau of Public Work Debarment List 10/12/2017**

**Article 8**

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	****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
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
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 AVENUEATLANTA 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

**NYS DOL Bureau of Public Work Debarment List 10/12/2017**

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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 RODAUBURN 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 PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL 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 55POUGHQUAG 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		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON 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	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
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 STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	DOL	****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT 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

**NYS DOL Bureau of Public Work Debarment List 10/12/2017**

**Article 8**

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 STREET #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	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	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
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



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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 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 CONTRACTIN G 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	*****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 CONSTRUCTI ON & 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
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 KUEMMEL		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

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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	****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	****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
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55 MODENA 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 ROAD TOMKINS 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	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAY A 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 296 EAST AURORA NY 14052	07/29/2015	07/29/2020

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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 HIGHWAY ROCKVILLE 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 PLACE YONKERS 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 229 CALVERTON 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 AVENUE NEW 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
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	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		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 CIRCLE MIDDLETOWN 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	****4388	LEN J CONSTRUCTION LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	01/30/2022
DOL	DOL	****4388	LEN J CONSTRUCTION LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	01/30/2022
DOL	DOL	****4388	LEN J CONSTRUCTION LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH ST BROOKLYN NY 11235	01/23/2014	01/23/2019

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DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
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	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
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	MACKAY 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		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		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

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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 STREET NEW 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		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	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 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 AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
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 BOULEVARD LONG 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 FL NEW YORK NY 10038	03/12/2014	03/12/2019

**NYS DOL Bureau of Public Work Debarment List 10/12/2017**

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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		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		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
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		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
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 CIRCLEMIDDLETOWN 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 #7MNEW 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 BISSEAR		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	****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
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 ELECTR CORP 3 PARK PLACEMIDDLETOWN 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

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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 SOUTHBRONX 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 CONSTRUCTI ON 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
DOL	DOL	****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON 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	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 INSTALLATION S 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 CONTRACTOR S 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	****7417	TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
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

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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
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	****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	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



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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  
Sumitomo Rubber USA – Rail Track Improvement Project  
NYSDOT PIN 5936.77.301

# Appendix C



**SUMITOMO RUBBER USA, LLC**



## **Safety and Environmental Rules for Contractors**

Sumitomo Rubber USA, LLC.

Tonawanda, New York

### Plant Phone Numbers:

All Emergencies	8278
Plant Medical Office	8214
Plant Safety Manager	8546
Plant Safety Engineer	8836
Plant Environmental	8536
Plant Security	8278
Plant Engineering	8300

Date: 05/05/16

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## **Safety Rules for Contractors**

### **1.0 Purpose**

This document has been prepared to acquaint contractors and their employees with some of their responsibilities and obligations regarding safety, environmental, and security matters while on Sumitomo Rubber USA, LLC property. It will be the responsibility of the contractors to read, understand, disseminate and abide by these standards.

#### **A) Scope**

1. Contractors, their employees, and subcontractors are required during the performance of their contracts to comply with Sumitomo Rubber USA, LLC and the Occupational Safety and Health Administration Construction and General Industry standards (29CFR1926, 29CFR 1910), the New York State Department of Environmental Conservation, Environmental Protection Agency and the Plant Environmental Management System.

Contractors, OEMs, & Demonstrators shall develop a detailed "Contractor Pre-Task Plan" (Safe45) that shall be written **prior** to starting work. This plan shall be available at the worksite. If this Pre-Task Plan is not in their possession while on site Contractor, OEM or Demonstrator will be removed from property. Example templates are available at F/Safety/Forms/SAFE 45.

Your host will be responsible for ensuring that the pre-task plan is complete and adequate for the work to be performed. Inadequate pre-task plans will result in the work being stopped until such time as the pre-task plan is made sufficient for the task being performed.

2. In no case shall the general contractor be relieved of overall responsibility for compliance with these requirements. To the extent that a subcontractor agrees to perform any part of the contract, it also assumes any responsibility for complying with Federal Occupational Safety and Health/ Sumitomo Rubber USA, LLC Safety Standards and the Plant Environmental Management System.
3. Where joint responsibility exists, both the general contractor and its subcontractor or subcontractors, shall be considered subject to enforcement provisions.
4. In the event a contractor or its employees believe they are being put at risk due to an unsafe event or condition beyond their control, they should immediately contact their Supervisor, Sumitomo Rubber USA, LLC Representative, the Safety or Environmental Engineer.

#### **B) Limitations**

1. Nothing contained in these rules is to be construed as relieving or absolving the general contractor, subcontractor, or their employees from the duties and obligations imposed on them by any law, including the Occupational Safety and Health Act and any relevant regulations including Environmental.
2. The following standards are not inclusive, but will provide a basis for understanding contractor responsibilities and cover most tasks that contractors are normally assigned:
  - OSHA STANDARD 1910 for General Industry, OSHA Standard 1926 Standard for Construction Industry, National Fire Codes, National Electrical Code, American National Standards Institute, New York/EPA Environmental Law.

### **2.0 General Responsibilities**

**A) Medical Services & First Aid** - contractors and subcontractors shall insure the availability of medical personnel/First Aid for their employees. In the event of an

emergency, Dunlop's Medical Department or Emergency Response Team (ERT) will assist, upon request.

1. Emergency phone numbers shall be posted in all work areas.
2. All injuries, however slight, must be reported to the Plant Medical Department or Plant Security within 24 hours of their occurrence.
3. An accident of the contractor/subcontractor, which is fatal to one or more employees or results in the hospitalization of 3 or more employees shall be immediately reported by the contractor/subcontractor to Sumitomo Rubber USA, LLC Plant Safety Engineer and within eight (8) hours either orally or in writing to the Occupational Safety & Health Administration (29CFR1904.6, 7(a) & 7(b)).

**B) Alcohol** - possession, use, or sale of any intoxicant, narcotic, barbiturate, mood altering, tranquilizing, or hallucinogenic drug on Sumitomo Rubber USA, LLC premises is strictly forbidden.

1. Should any contractor or subcontractor employee be under the influence of substances that could render that person unsafe for work, the contractor (subcontractor) is subject to being ejected from the site.

**C) Safety Equipment** - contractors are responsible for supplying fire extinguishers, welding curtains and other appropriate safety equipment.

**D) Fire Arms** - at no time will firearms, ammunition, any type of explosives, or powder actuated tools be allowed on the premises without the expressed consent of the Safety Manager.

**E) Fire Protection Systems**, automatic sprinklers, yard hydrants, post indicator valves, fire pumps, fire hoses, extinguishers, CO<sub>2</sub> systems, shall not be blocked or impaired at any time.

**F) Access roads** - must be kept open to allow for entrance of emergency vehicles.

**G) Smoking** is not permitted except in designated areas.

**H) Horseplay**, fighting and running is forbidden on Dunlop Tire property.

**I) Emergency Evacuation** - all contractors and subcontractors shall acquaint their employees with the emergency evacuation routes, as posted in each building at Goodyear Dunlop Tire NA facilities. In the event of a fire or other emergency, contractor employees shall leave the area or the building upon sounding of the alarm or when directed by Sumitomo Rubber USA, LLC personnel.

**J) Spills** – Report all spills to Plant Security immediately. Contractors are required to have MSDS data readily available for all materials that they are using on site.

### **3.0 Specific Responsibilities**

#### **A) Safety Training and Education**

1. Pursuant to 29CFR1926 and 29CFR1910, the general contractors (subcontractors) shall establish and supervise programs for the duration and training of employees in the recognition, avoidance and prevention of unsafe conditions. This shall include how to handle chemical/materials, personal hygiene and protective measures required, as well as any subjects predetermined by the Plant Safety and Environmental Engineers during the contractor qualification phase.
2. Contractors (subcontractors) are required, where applicable, to acquaint all employee(s) with:
  - a) Emergency escape procedures and Sumitomo Rubber USA, LLC Emergency Evacuation Plan.
  - b) Procedures to account for all employees after an evacuation.
  - c) The means for reporting emergencies.

- d) Fire extinguisher use.
- e) Hazardous Communication Program.
- f) Lockout/Tagout Program.
- g) Hearing Conservation Program.
- h) Strict requirements on the disposal of materials on site

**B) Housekeeping, Waste Material & Disposal**

1. During the course of construction, alteration and repairs, form and scrap lumber with protruding nails and all other debris shall be kept clear from work areas, passageways, stairs, and in and around buildings. Combustible scrap or other debris shall be removed during the course of construction. Safe means shall be provided to facilitate removal.
2. The contractor shall have proper DOT containers for disposal of all hazardous/non-hazardous waste.
3. The contractor shall abide by all regulations of the New York State Department of Environmental Conservation (NYSDEC) and the Environmental Protection Agency (EPA).
4. All solvent waste and other hazardous waste shall be handled, labeled and disposed of per NYSDEC/EPA Regulations.
5. Areas of work shall be kept free from debris and foodstuffs.
6. Containers used for refuse will be emptied to prevent overflow.
7. Scrap, excess, and packaging materials shall be removed from site daily.
8. The contractor shall ensure the following:
  - a) Whenever waste materials are dropped more than 20 feet to any point lying outside the exterior walls of a building, an enclosed chute shall be used (the chute shall be enclosed on all sides, through which material is moved from a high location to a low location).
  - b) When debris is dropped through a hole in the floor without the use of chutes, the area onto which the material shall fall will be enclosed with barricades not less than 42 inches high and not less than six (6) feet back from the projected openings.
  - c) Signs warning of fall materials hazard shall be posted at each area. Removal of signs is not permitted from the area unless debris handling ceases.
9. No liquids, including paints, oils, solvents, etc. or solids will be disposed of on Plant Property without the express approval of Sumitomo Rubber USA, LLC

**C) Acceptable Certifications**

1. Pressure Vessels - Current and valid certification shall be deemed acceptable evidence of safe installation, inspection and testing of pressure vessels as provided by the contractor.
2. Boilers provided by the contractor shall be deemed in compliance attesting to the safe installation, inspection and testing.

**D) Gases, Vapors, Fumes, Dusts and Mists**

1. The contractors shall ensure that employees exposed to inhalation, ingestion, skin absorption or contact to any material substance will not be greater than the threshold limit value as provided in the 29CFR Section 1926.55, Appendix A.

**E) Accident Prevention Signs**

1. The contractor shall provide and post adequate signs and symbols visible at all times when work is being performed and shall be removed promptly when the danger or hazards no longer exists.



2. Danger signs shall be used only where an immediate hazard exists.
3. Caution signs shall be used to warn against potential hazards or to caution against unsafe practice.
4. Accident prevention tags shall be used as a temporary means of warning employees of an existing hazard, such as defective tools, equipment, etc. They shall not be used as a substitute for accident prevention signs.

**F) Pits and Excavations**

1. Site excavations must be adequately braced and shored to comply with OSHA standards. All excavating must be done with the approval of plant engineering.
2. Guard rails must be installed around open pits, trenches, and other excavations and be designated to adequately protect employees from falling into them.
3. Water must be used to control dust during concrete breaking and cutting operations.

**G) Work in Production Areas**

1. Whenever work is scheduled to be performed over production areas, permission must first come from Plant Engineering or the Plant Safety Engineer.
2. Areas directly under this work must be either barricaded or covered with a shield (such as a tarpaulin, wire mesh, etc.) as appropriate to protect plant and contractor employees from falling debris. In some circumstances, Plant Engineering may require the contractor to provide a person to control traffic under this work.

**H) Obstructions**

1. At no time should aisles, exists, stairways, or any emergency equipment be blocked.
2. All work areas shall be kept open and clean.

**4.0 Personal Protective Equipment (PPE).**

**A) General** - The contractor shall provide all necessary PPE in all operations where there is an exposure to hazardous conditions. The contractor shall ensure that all personnel are trained in the use of PPE.

**B) Eye protection** - all personnel must wear approved occupational safety eye protection wherever posted or directed by the Plant Safety Engineer. Goggles must be worn while burning and face shields must be worn while welding or grinding.

**C) Footwear** - no open toe or open heel footwear shall be worn. Footwear must cover the entire foot and be capable of providing basic protection from common hazards on the factory floor. Areas that contain a high risk of foot injury may require steel toed shoes, as determined by plant postings and the Plant Safety Engineer.

**D) Hard Hats** - must be worn during construction work in all areas designated by the Plant Safety Engineer.

**E) Occupational Noise Exposure**

1. The contractors shall provide protection against noise exposure when the sound level exceed OSHA standards. Hearing protection is required to be worn by all contractors in all production areas of the plant.

**F) Respirator Fit Testing**

1. The contractor shall have provided adequate respiratory fit testing and training of those employees whose duties require use of air purifying and air supplied respiratory equipment.
2. The contractor shall also provide proof of necessary medical monitoring in reference to the above (i.e. respiratory testing).

**G) Eye and Face Protection**

1. The contractor shall provide eye and face protection when operations present the potential for eye or face injury.
2. All employees of the above contractor shall wear eye protection (safety glasses, goggles) at all times. This equipment shall meet requirements specified in the American National Standards Institute/Z87.1-1968.
3. Cleaning and disinfecting of safety eye wear are the responsibility of the contractor and its employees.

## **5.0 Fall Protection**

### **A) Safety Belts, Lifelines and Lanyards**

1. The contractor shall provide body harnesses and lanyards to its employees when the height of unguarded work is four (4) feet or greater.
2. The rope shall have a nominal breaking strength of 5,400 pounds. All safety harnesses and lanyard hardware shall be drop forged or pressed steel, cadmium plated in accordance with type, class B plating (Federal Specification QQ-P-416). The surface shall be free and smooth of sharp edges.
3. All safety harnesses and lanyard hardware, except rivets, shall be capable of withstanding a tensile loading of 4,000 pounds without cracking, breaking or taking a permanent deformation.
4. Employees shall have been trained in fall protection. Full body safety harnesses and lanyards shall be used on ladders, man lifts, scaffolds, platforms, scissor lifts, aerial lifts or other mobile platforms. They will be used as a physical restraint and tied off to the mobile platform.

### **B) Safety Nets**

1. The contractor shall provide safety nets when workplaces are more than 25 feet above ground.
2. Safety nets shall extend eight (8) feet beyond the edge of the work surface where employees are exposed and shall be installed as close under the work surface as practical, but in no case more than 25 feet below such work surface.
3. Nets shall be hung with sufficient clearance to prevent user's contact with the surface or surfaces below. Such clearances shall be determined by impact load testing.
4. The mesh size of the nets shall not exceed six (6) inches by six (6) inches. All new nets shall meet accepted performance standards of 17,500 foot-pounds minimum impact resistance as certified by the manufacturer. This net shall bear the label of proof of test.
5. Forged steel safety hooks or shackles shall be used to fasten the net to its supports.
6. The Sumitomo Rubber USA, LLC Safety Engineer shall be notified prior to the installation of a safety net and the net shall be installed only after the Safety Engineer's approval.

## **6.0 Fire Safety**

### **A) Welding and Cutting**

1. All hot work shall be approved daily, prior to start, via a "Hot Work Permit" issued through the Project Manager or Safety Department. Turn in completed permits to Plant Security each day.

2. Suitable fire extinguishing equipment shall be immediately available in the welding area. Contractors shall provide their own fire extinguishers.
3. Welding shall not occur without a spotter (who also has proper welding eye protection).
4. Welding curtains shall be provided in each direction to prevent employee exposure to the arc.
5. Mechanical ventilation shall be suitable prior to any welding or cutting.
6. Before welding/cutting is done on any surface with a preservative, a test shall be completed for flammability.
7. All welding completed on site requires that fireproof garments and proper eye protection be worn by the employee of the contractor performing the welding.
8. Ductwork and compressed air piping shall not be cut with a torch, due to the potential for fire from oil and rubber residuals. Mechanical means shall be employed.

**B) Transporting, Moving and Storing of Cylinders.**

1. When cylinders are hoisted, they shall be secured on a cradle, sling board or pallet. They shall not be hoisted or transported by means of magnets or choker slings.
2. Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently.
3. Compressed gas cylinders shall be stored in an upright position at all times (except for a short time if they are being carried by a chain or hoisted).
4. Oxygen cylinders shall be separated from fuel-gas cylinders at a minimum distance of 20 feet or by a non-combustible barrier of at least five (5) feet high having a fire resistance rating of at least one half hour.
5. Inside of buildings, cylinders shall be stored in a well protected, well ventilated dry location at least 20 feet from combustible materials (ex.: oil). They should be stored away from elevators, stairs and unventilated areas such as lockers.
6. Cylinders containing oxygen or acetylene gas shall not be taken into a confined space.
7. No damaged or defective cylinder is permitted on the property Sumitomo Rubber USA, LLC. If a leak should develop at a fuse or other safety device, the cylinder shall be removed from the work area.

**C) Flammable and Combustible Liquids (General Requirements)**

1. The contractor shall bring in only NFPA approved containers and portable tanks for storage and handling of flammable and combustible liquids (greater than one gallon).
2. Flammable and combustible liquids shall not be stored in areas used for exits, stairways, or normally used for safe passage of people.
3. Indoor Storage - No more than 55 gallons of flammable or combustible liquids shall be stored in an approved storage cabinet. The approved cabinet shall be ventilated. All metal transfer systems shall be adequately grounded.
4. No more than 55 gallons of flammable or combustible liquid will be allowed in Sumitomo Rubber USA, LLC. Tonawanda Manufacturing Facility at any one time and only with the approval of the Sumitomo Rubber USA, LLC Safety Engineer.
5. Outdoor storage - Fuel tanks or drums shall have secondary containment.
6. Leakage or spillage of liquids shall be cleaned in accordance to OSHA and Spill Response Programs. Immediately contact Safety Engineer and/or Plant Security in event of a spill.

7. For disposal of flammable/combustible liquids, the Safety Engineer and Environmental Engineer shall be contacted. All material shall be disposed of in accordance with EPA/NYSDEC Regulations.
8. Conspicuous legible "No Smoking" signs shall be posted by the contractor adjacent to the cabinets storing flammable materials.

**D) Liquefied Petroleum Gas (LPG) Containers**

1. The contractor shall ensure that all LP gas containers:
  - a) Have a rated working pressure of at least 25 p.s.i.
  - b) Be provided with one or more approved safety relief valves.
2. Each valve shall be arranged to vent to the outer air with a discharge not less than five (5) feet horizontally away from any opening into a building.
3. Storage of LP containers - Storage of LP containers awaiting use may be located adjacent to a building.
4. Any amount LPG greater than 500 lbs. is not allowed on the grounds of Sumitomo Rubber USA, LLC. All containers shall be in a suitable ventilated enclosure and protected against tampering.

**E) Temporary Heating Devices**

1. When temporary heating devices are used, the contractor shall take special care to ensure proper combustion, maintain the health and safety of employees and limit temperature rise in the area.
2. Heating devices shall be placed to provide clearance to combustible material as shown below:  
Room Heater - circulating type: one foot minimum side and rear clearance  
Room Heater - radiant type: three feet minimum side and rear clearance.
3. Heaters used in the vicinity of combustible tarpaulins, canvas or similar coverings shall be located at least 10 feet from the coverings. The coverings shall be securely fastened to prevent ignition or upsetting of the heater due to wind action on the coverings.

**F) Material Handling and Storage**

1. The contractor shall ensure that all materials stored in tiers shall be stacked, racked, blocked, interlocked or otherwise secured to prevent sliding, falling or collapse.
2. In addition the requirements below are included:
  - a) Materials shall not be stored within six (6) feet of any hoist way.
  - b) Materials shall not be stored on scaffolds or runways in excess of supplies needed for immediate operations.
  - c) Bricks shall not be stacked more than seven (7) feet in height. When a loose brick-stack reaches a height of four (4) ft, it shall be tapered back two (2) inches/ft in height above the four (4) ft level.
  - d) Used lumber shall have nails withdrawn before stacking.
  - e) Lumber shall not exceed 20 ft in height. Lumber that is manually stacked shall not be more than 16 feet high.
3. Structural steel, poles, pipes, bar tack and other cylindrical materials, unless racked, shall be stacked and blocked at to prevent spreading or tilting.
4. Storage areas shall be kept free from accumulation of materials that constitute hazards from tripping, fire, explosion, or pest harborage.
5. Contractor will be qualified and licensed (or required) to use the chemicals and materials in his possession.

## **7.0 Equipment**

### **A) General**

1. Sumitomo Rubber USA, LLC owned equipment shall not be used by contractors.
2. Contractors shall furnish all needed mobile equipment, cranes, ladders, scaffolds, lifts, tools and equipment to complete contract requirements.

### **B) Rigging Equipment for Material Handling**

1. Rigging equipment shall be inspected by the contractor prior to use on each shift and as necessary to ensure that it is safe.
2. Documentation of inspection for a period of one year shall be provided to the Safety Department prior to the start of the contract.
3. Slings hooks, hoists, shackles shall not be used in excess of their rated capacity.

### **C) Hand Tools/Powered Operated Hand Tools**

1. Hand tools - the contractor shall ensure that unsafe tools shall not be used.
2. Wrenches including adjustable, pipe, end and socket wrenches shall not be used when jaws are sprung to the point that slippage occurs.
3. Impact tools such as drift pins, wedges, and chisels, shall be free of mushroomed heads.
4. The wooden handles of tools shall be free of splinters or cracks and shall be kept tight on the tool.
5. Power-operated hand tools - The Contractors shall insure the following:
  - a) Electric power operated tools shall be of the approved double insulated type or grounded.
  - b) The use of electric cords for hoisting or lowering tools shall not be permitted.
  - c) Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
  - d) Compressed air shall not be used for cleaning purposes except where reduced to less than 30 p.s.i. and then only with effective chip guarding and personal protective equipment.
  - e) All pneumatically driven nailers, staplers and similar equipment provided with automatic fastener feed, which operate at more than 100 p.s.i., shall have a safety device on the muzzle to prevent the tool from ejecting, unless the tool is in contact with the work surface.
  - f) The use of hoses for hoisting and lowering shall not be permitted.
  - g) Airless spray guns shall be equipped with automatic or visible safety devices which will prevent accidental pulling of the trigger and release of fluid.
  - h) All fuel powered tools shall be stopped while being serviced, refueled or maintained.
    - i) Only employees trained in the operation of a power activated tool shall be allowed to operate it.
    - j) Power-activated tools shall not be used in an explosive or flammable atmosphere.
6. Woodworking tools
  - a) The contractor shall ensure that all power driven woodworking tools shall be provide with a disconnect switch that can be locked and tagged in the off position. (29CFR1926.304).
7. Jacks
  - a) All jacks shall have a positive stop to prevent over travel.

- b) Hydraulic jacks exposed to freezing shall be supplied with an adequate antifreeze liquid.
- c) For constant and intermittent use, jacks shall be inspected every six (6) months.

#### **D) Scaffolds**

1. Consult tables for scaffold specification 29 1926.850. (For further reference see 20CFR1926.450).
2. The design load of all scaffolds shall be calculated on the basis of:
  - Light* - Designed and constructed to carry a working load of 25 pounds per square foot.
  - Medium* - Designed and constructed to carry a working load of 50 pounds per square foot.
  - Heavy* - Designed and constructed to carry a working load of 75 pounds per square foot.

#### **E) Ladders**

1. Contractors are not permitted to use Sumitomo Rubber USA, LLC portable ladders at any time.
2. No metal ladders are permitted.
3. Only one person is allowed on a ladder at a time.
4. If used in an area where the possibility of being struck exists, the immediate area shall be roped off and an attendant shall be posted.
5. When being used, the ladder must be secured at the top, to an available support.
6. If a ladder is to be used as part of a work platform, in excess of four feet from the floor, personal fall arrest equipment, attached to a certified anchorage point, must be worn. Full body harness and lanyard shall be worn while working on ladders over 20 feet high.
7. When floor conditions (slippery or uneven) dictate, the bottom must be secured.
8. All ladders must be equipped with two way safety feet.
9. Extension ladders must use a rope for raising and lowering.

#### **F) Hydraulic Equipment**

1. Hoses, cylinders and tanks shall be routinely inspected and properly maintained to reduce the potential of failure and leaks.
2. Provisions shall be made to address spills and leaks should they occur on plant property.

### **8.0 Vehicular Safety**

#### **A) General**

1. All motorized equipment brought on site shall be in good working condition including hydraulics, exhaust, brakes, lights, horns, etc. Any deficiency such as oil or hydraulic leaks shall be repaired as quickly as possible, and/or removed from service.
2. Propane and/or electrical powered equipment is preferred for use within the plant interior. In the event diesel or gasoline powered equipment has to be used, prior approval must be obtained and a "hot work permit" form issued by Sumitomo

Rubber USA, LLC for the project assigned. Permits shall not exceed one week in duration.

3. The maximum speed limit on Sumitomo Rubber USA, LLC property is 10 MPH.
4. Automobile parking is allowed in designated areas. Vehicles will be permitted within the project for loading and unloading only and shall not be parked, stored or left unattended at any time.
5. Cranes, dump trucks and heavy equipment must be guided into and out of the factory by a person in front of the vehicle. Vehicles must have their headlights turned on when moving within the factory.
6. Pedestrians always have the Right- of- Way.
7. Trucks/vehicles carrying liquids, fuels, oils, etc. shall have copies of the applicable MSDS available together with a spill response plan including Telephone numbers.

**B) Rules of the Road for Fork Trucks:**

1. All operators will slow their speed at all intersections and corners.
2. All operations will obey traffic signs.
3. All operators will follow Safe speed procedures when operating your powered truck.
4. All operators will sound warning horns when approaching pedestrians and intersections.
5. The driver shall be required to look in the direction of, and keep a clear view of the path of travel.
6. Use defensive driving skills, always anticipate the unexpected.
7. Keep your eyes moving.
8. Never attempt to move a load that requires someone to steady or position the load. If you can't handle the load with the truck alone, restack the parcels or secure with chains or poly wrap.
9. Never allow anyone to ride a passenger on a forklift. Never allow anyone to stand or walk under the raised upright whether loaded or empty or allow anyone to stand on the forks or climb on the mast.
10. Do not try to pass other vehicles while going through intersections.
11. Report all leaks including fuels, hydraulic oils, coolant and other liquids and solids to your Supervisor or Plant Security immediately upon discovery.

## **9.0 Safety Programs**

### **A) Asbestos**

1. Exposure to asbestos fibers, a known carcinogenic agent, creates a serious risk to the public health and safety. (29CFR1910.1001). Asbestos can be present in floor tiles, roofing, ceiling tiles, asbestos cement, pipe sheet, fire resistant drywall, pipe and boiler insulation materials, and separated on materials on beams, in crawl spaces and in between walls. All building materials have been evaluated at Goodyear Dunlop Tire NA and labeled as to its asbestos content.
2. It is Goodyear Dunlop Tire NA policy to assume any insulation or building material contains asbestos, unless labeled or tested to prove otherwise.
3. At no time shall the contractor or subcontractor remove, alter, encapsulate, repair, renovate, install equipment, transport, store or dispose of any asbestos materials, unless licensed to do so by the New York State Department of Labor and authorized by the plant Safety and/or Environmental Engineer.

### **B) Hazard Communication**

1. The contractor shall insure that all information concerning hazards of chemicals produced or brought into the plant is transmitted to their and Dunlop employees in the work area. This includes:
  - a) Copies of the contractors written hazard communication program to be on site.
  - b) A hazard material identification labeling system (health, flammability, reactivity).
  - c) Proper DOT label containers.
  - d) Copies of all applicable material safety data sheets to be on site and accessible to every employee (Dunlop and the Contractors).
2. Copies of material safety data sheets for materials used at Sumitomo Rubber USA, LLC can be found in the Safety Engineer's office.
3. Contractor will communicate to its employees that Sumitomo Rubber USA, LLC has strict rules and policy concerning the Environment and that no liquids or solids will be disposed of on site without prior approval.

### **C) Lead**

1. The contractor shall provide adequate PPE, training and medical monitoring for all employees where an employee may be occupationally exposed to lead.
2. This is to include the following:
  - a) Demolition or salvage of structures where lead or materials containing lead are present;
  - b) Removal or encapsulation of materials containing lead.
  - c) Their construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead.
  - d) Installation of products containing lead.
  - e) Lead contamination/emergency cleanup.
  - f) Transpiration, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed, and maintenance operations associated with construction activities.
3. In addition, the following tasks are covered by these requirements:
  - a) Using lead containing mortar, lead burning.
  - b) Lead containing coatings or paints present on structures when performing:
    - Abrasive blasting
    - Welding
    - Cutting, and



- Torch burning

4. At no time shall the contractor (subcontractor) complete any of the above specified operations without the notification and consent of the Goodyear Dunlop Tire NA Safety Engineer.

**D) Hazardous Waste Operation and Emergency Response**

1. The contractor (subcontractor) shall have developed and implemented a safety and health program for all employees involved in hazardous spill response operations.
2. This site plan shall:
  - a) Address all anticipated cleanup activities,
  - b) Define tasks and objectives
  - c) Define and list all personnel needed for emergency response and their general functions and responsibilities, together with Telephone numbers.
3. The program shall have consisted of the minimum “24-hour Level C” requirement of those exposed or potentially exposed to hazardous substances.
4. Proof of training in medical monitoring employees is required prior to any work beginning on site.

**E) Electrical Safety**

1. The contractor shall insure that safety related work practices are in use arising from the use of electricity at the job site including:
  - a) Accidental contact (direct or indirect) by an employee with energized lines (above or below ground).
  - b) Passing through or near a joist (temporary or permanent).
2. The contractor shall ensure that all electrical equipment is free from recognized hazards likely to cause death or serious physical harm to employees.
3. Portable ladders shall be non-conductive where the employee or ladder could be exposed to energized parts.
4. Live parts of electrical equipment operating at 50 volts or more shall be guarded against accidental contact by cabinets or other enclosure **or by the following other means:**
  - a) balcony, gallery to exclude unqualified persons.
  - b) By elevation of eight (8) feet or more above working surfaces.
5. Consult 29CFR1926.400 for additional information.

**F) Lockout/Tagout Standard Operating Procedure**

1. Only authorized and qualified contractor personnel shall be permitted to perform any servicing or maintenance on equipment where there is the potential for exposure to any unexpected energization, start-up or release of stored energy. Lockout / Tagout procedures shall be utilized whenever any contractor performs such servicing or maintenance activities.
2. The contractor shall comply with the lockout/tagout procedure for each individual machine system of Sumitomo Rubber USA, LLC. They shall be trained in OSHA requirements and the procedures of Sumitomo Rubber USA, LLC.
3. Failure to follow proper lockout/tagout procedures shall result in immediate termination of the work site contract.
4. Contractors shall supply their employees with appropriate lockout devices, locks and personalized tags.

**G) Confined Spaces** - Sumitomo Rubber USA, LLC facilities have numerous confined spaces, some of which require entry permits. All spaces are labeled as follows:

1. **“CAUTION - CONFINED SPACE”**

- a) Use caution and common sense when entering areas with this label. These spaces are not regulated by OSHA’s “Permit Required Confined Space” program requirements, unless a hazardous atmospheric conditions is created due to use of cleaning materials or hot work (welding or cutting).
- b) Employees may use “Alternate Procedures” for confined space entry, without a permit, when welding or cleaning, by:
  - Conducting atmospheric testing,
  - Using forced air ventilation,
  - Wearing a continuous atmospheric monitor that alarms dangerous conditions,
  - and preparing an “Confined Space Evaluation Sheet” before entering

2. **“DANGER - PERMIT REQUIRED CONFINED SPACE - ENTER BY PERMIT ONLY”**.

- a) A permit shall be approved (signed) by the Plant Safety Engineer prior to entry.
- b) When required to enter “Permit Entry” confined spaces, the contractor shall supply trained personnel with necessary personal protective equipment, where necessary, air monitoring equipment, harnesses, lanyards and tripods or other rescue equipment as required.
- c) Atmospheric testing, permit preparation, entrant training, attendant and supervisor responsibilities shall be provided by the contractor.
- d) Confined Space Entry Permit forms are available from the Plant Safety Engineer.

3. **“DANGER - CONFINED SPACE - DO NOT ENTER UNLESS ALL HAZARDS ARE LOCKED/TAGGED OUT”**

- a) A permit is not required for entry into a space labeled with this label.
- b) For those spaces to be entered without a permit, no hazardous atmospheric condition shall exist and machine specific Lockout/Tagout procedures shall be followed prior to entry.

4. **“DANGER - CONFINED SPACE - DO NOT ENTER UNLESS ATMOSPHERE IS TESTED AND ALL HAZARDS ARE LOCKED/TAGGED OUT”**

- a) A permit is not required for entry into a space labeled with this label.
- b) For those spaces to be entered without a permit, initial testing shall be conducted to confirm no hazardous atmospheric condition exists and machine specific Lockout/Tagout procedures are to be followed prior to entry. At least one entrant shall wear a multi-gas atmospheric monitor at all times, whenever inside the confined space.
- c) If a hazardous atmosphere exists, then the space requires a permit before entry and all requirements of a permit required confined space shall be complied with. Then, only authorized, trained personnel shall enter.

**10.0 Environmental Policy – Buffalo Plant**

**ENVIRONMENTAL POLICY STATEMENT**

*Committed to continual C.A.R.E.*

Sumitomo Rubber USA, LLC – Buffalo is committed to continual improvement of its Environmental Management System (EMS) that shall include:

**Compliance with all relevant Federal, State and Local Legislation including specific plant requirements identified in its EMS program.**

**Associate awareness, training and involvement in programs directed to the protection and improvement of the Environment and the prevention of pollution.**

**Raw material and energy management including recycling and reuse to minimize adverse impact to the environment.**

**Environmental objectives and targets will be identified, reviewed, implemented and proactively communicated.**

\_\_\_\_\_ Date  
Plant Manager

Rev. 05/05/16 Revisions made to sections: 2.0 A, 4.0 E, 5.0 A 1-4, 7.0 E 6, 8.0 A 3, 9.0 F  
1  
958384

Contractor must complete and submit a **JOB-SITE SAFETY PLAN** using the template in this document.

**JOB-SITE SAFETY PLAN**

**FOR**

**(Name and/or Description of Project as Found on the Contract Documents)**

Prepared by: **(Person's Name and Title)**

Submitted by: **(Person's Name and Title and Contractor's Name)**

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## I. INTRODUCTION AND PURPOSE

In accordance with Safety Precautions and Programs Special Safety Conditions, this document has been prepared and will be used to administer, direct, monitor, enforce and coordinate the safety management process for work being performed on Goodyear Dunlop property.

## II. (CONTRACTOR NAME) COMMITMENT

**(Contractor's Name)** is committed to providing a safe and healthful workplace and is responsible for the safety and health of our employees and all of our subcontractors at any tier working at the job-site. In addition, **(Contractor Name)** will take all precautionary measures to protect other persons from injury and to protect property.

**(Contractor's key executive name, title and phone)** is the management person to be contacted in the event a serious safety issue arises.

## III. SUBCONTRACTOR MINIMUM SAFETY SELECTION CRITERIA

**(Contractor Name)** has reviewed each subcontractor's safety performance data. All subcontractors submitted for owner approval and performing work on this job-site meet the minimum safety performance criteria:

Experience Modification Rate (EMR) ≤ **(Insert current rate from Special Safety Construction Subcontractor Safety Selection Criteria)**

Days Away, Restricted, Transferred – Incident Rate (DART-IR) ≤ **(Insert current rate from Special Safety Condition Subcontractor Safety Selection Criteria)**

Copies of the subcontractor's verifying documentation is kept in a Safety Book, **(location)**

**IV. (CONTRACTOR NAME) PROGRAM AND PROCEDURES**

**A. Substance Abuse**

***Contractor to include a copy of the substance abuse control program***

**Enter information here**



**B. Workplace Violence**

**Contractor to include a copy of their procedure for dealing with workplace violence.**

**Enter information here**

**C. Contractor Employee Discipline**

**Contractor to describe their procedure for assessing appropriate discipline**

**Enter information here**

**D. Contractor's Communication Devices Policy**

**Contractor to describe its policy for use of communication devices on the job-site. These devices include cellular phones, 2 way radios.**

**Enter information here**

## V. JOB-SITE SAFETY MANAGEMENT AND ADMINISTRATION

### A. Responsibilities

**(Employee Name and Title, phone and pager numbers)** will have the overall responsibility for managing, implementing, directing, monitoring and enforcing the Job-Site Safety Plan.

**(Employee Name and Title)** is the individual trained and knowledgeable in health and safety appropriate to the nature of the work being performed on the project. **(He/she)** has the authority to stop work and take prompt measures to abate these hazards. **(Need names, phone and pager numbers for each shift that contractor expects to work.)**

**(Contractor Name)** authorizes all of their supervisors/foreman and those of their subcontractors at any tier to stop any work that places people in imminent danger or would result in major loss or damage to equipment, property, or the environment until the condition is corrected.

### B. Record Keeping

**(Employee Name)** will post the Job Safety and Health Protection workplace poster (OSHA 2203 or state equivalent), and any other safety and health posters required by a state, such as, the “Right-to-Know” poster in **(location)**.

**(Employee Name)** will maintain all material safety data sheets (MSDS’s), including MSDS’s required by our subcontractors at any tier in **(location)**.

**(Employee Name)** will maintain copies of all serious incidents, serious near miss and serious injury reports, OSHA log of occupational injuries and illnesses, documentation of inspections and corrective actions taken, employee sign-in sheets of on-site training, documentation of competent person training, sign-in sheets for safety meetings, meeting minutes and all other documentation, in their Safety Book.

## VI. JOB-SITE SAFETY PROCESS

### A. Employee Job-Site Safety Orientation

**Contractor will provide their safety orientation outline and describe their plan for conducting the safety orientation which includes a review of the Contractor's Job-Site Safety Plan.**

**Identify by name and title the person(s) who will be responsible for conducting the orientation.**

**Enter information here**

**B. Oversight**

**Contractor will provide their plan to monitor the adequacy and effectiveness of the Job-Site Safety Plan**

**Enter information here**

**C. Serious Injury or Near Miss of a Serious Injury Notification and Investigation**

**Contractor will provide their plan for notifying the owner of and investigating a serious injury or the near miss of a serious injury**

**Enter information here**

**D. Serious Incident or Near Miss of a Serious Incident Notification and Investigation**

**Contractor will provide their plan for notifying the owner of and investigating a serious incident or the near miss of a serious incident**

**Enter information here**



**E. Summary Listing of Work Related Injuries and Illnesses**

**Contractor will provide their plan for submitting the contractor injury/illness summary as required**

**Enter information here**

**F. First Aid and Medical Treatment**

**Contractor will identify and provide name of those employees who are available on-site to administer first aid and CPR.**

**The contractor will include the address and phone number of the clinic or hospital to be used while working at this project site.**

**Enter information here**

## G. Emergency Procedures and Rescue Plans

**Contractor will provide their emergency response plan and procedures for medical, fire, severe weather, specialized rescue, chemical spill etc.**

**Contractor Information:** Ambulance, fire, rescue and other emergency services may need to be escorted to the location of the emergency by Owner's on-site personnel. The Contractor can obtain the on-site emergency phone number from the Owner.

**In the event of an emergency be prepared to provide the following information:**

- Your name and Contractor name
- Location of the incident
- Phone number
- Nature of emergency
- Extent of injury
- Condition of the injured person
- Specialized rescue required

**Do Not Hang Up Until Instructed To Do So!**

**Enter information here**

**H. Governmental Inspection Notification**

**Contractor will contact (Owner's Representative Name and Title) to advise them of an inspection**

I. **Safety Meetings**

**Contractor will provide their plan for conducting their employee safety meetings**

**Enter information here**

**J. Project Meetings**

**Contractor will provide their plan for conducting project meetings with subcontractors and the Owner's Representative as necessary**

**Enter information here**

## VII. PRE-TASK PLANNING

### A. List of Pre-Task Plans and Schedule

Contractor must develop and maintain a list of work tasks requiring a pre-task plan. Work tasks requiring a pre-task plan will be identified on the schedule and in schedule reports.

The following list of work tasks normally includes some degree of a health and safety hazard for which a pre-task plan will be required. This list is not exhaustive and does not limit in any way the contractor's obligation to comply with the full extent of OSHA Construction General Conditions

- Steel Erection/Decking
- Erection of Pre-cast
- Excavation and Trenching
- Helicopter Lifts
- Confined Space Entry
- Crane Lifts and Rigging Operations
- Excavating Caissons
- Working Near Pits
- Use of Compressed Gas Cylinders
- Use of Ladders for Work Platforms
- Use of Powder Actuated Equipment
- Removal of Roof Top Equipment
- Making Roof or Floor Penetrations
- Use of Chemical Materials
- Working Around Moving Equipment
- Working Around Heating/Ventilating Units
- Installing Conveyor Chain
- Working Around Conveyors
- Working In Falling Parts Guards
- Installation of Falling Parts Guards
- Material Handling System Installation
- Working From Heights
- Working From Scaffolds
- Working From Aerial Work Platforms
- Bus Plug Installation
- Installing, Cutting or Moving Cable Trays
- Use of Mechanized Equipment on Roofs
- Working in Substations
- Performing Tasks Requiring Lockout
- Welding and Cutting Operations
- Burning and Grinding Operations
- Fueling/Servicing of Equipment
- Spray Painting Operations
- Disturbing Lead Containing Materials
- Disturbing Asbestos Containing Materials
- Working on Roofs
- Cutting and Capping Utilities
- Building Renovation and Demolition
- Demolition and Dismantling of Equipment
- Use of Tar/Asphalt Kettles and Tankers

### B. Pre-Task Plan Submittal

Contractor must use the "Pre-Task Plan Submittal Form" (See Example page 19) to submit pre-task plans to the Owner. When developing pre-task plans contractor must provide as a minimum the information contained on the attached pre-task plan submittal form. (See Pre-Task Plan Example, pages 20 –22). Inspection forms, sketches, calculations, engineering drawings, or any other supporting documentation must be attached to the pre-task plan.

**Contractor Information:** Contractor may use the attached "Contractor's Pre-Task Planning Memory Jogger" to assist with the preparation of their pre-task plans.

### C. Employee Review

Contractor must review each pre-task plan with their employees who will be performing the work task. Contractor must make a written record of employee review, of the information provided and of employee input that requires supplement or revision to the plan.

Contractor must use the "Contractor's Employee Review of Pre-Task Plan" (included in Appendix) to document the pre-task plan review with their employees.





<b>Pre-Task Plan:</b>	Building 20 curtain Wall Installation – Job #3214	<b>Contractor Name:</b>	Midfield Sheet Metal
<b>Prepared By:</b>	Sally Graham Project Superintendent	<b>Date Prepared:</b>	05-24-02
<b>Name of Competent and/or Qualified Person:</b>	Joe Smith (Competent person) Bill Brown (Qualified person)	<b>Responsible For:</b>	Ground person, First Aid, CPR Fall hazard control
<b>Name of Professional Engineer:</b>	Fred Parsons, P.E. Structural	<b>Responsible For:</b>	Verify anchorage capacities

<b>Pre-Task Plan:</b>	Building 20 curtain Wall Installation – Job #3214	<b>Contractor Name:</b>	Midfield Sheet Metal
<b>WORK TASK</b>	<b>HAZARD</b>	<b>HAZARD CONTROL MEASURES AND SAFE WORK PRACTICES</b>	<b>CONTINGENCY PLAN</b>
Install siding on outside of paint shop using a 60-foot reach JLG articulating boom aerial work platform and a 50-ton Link Belt crane. (Cont'd)	Falling from aerial work platform. (Cont'd)	<ul style="list-style-type: none"> <li>Employees will utilize full body harness with shock absorbing lanyard attached to the manufactures identified anchorage point in the aerial work platform.</li> <li>Employees will be trained to use the aerial work platforms used on the job. Hardhat stickers will be issued and displayed on the hard hats of those trained.</li> <li>At the beginning of each shift, the aerial work platform operator will perform a visual inspection and functional test according to the manufacturer's recommendation. A copy of the inspection and functional test will remain with the equipment for the entire shift.</li> </ul>	Building phones are not available. When using a cell phone, the emergency number is (405) 666-2424

<b>Pre-Task Plan:</b> Building 20 curtain Wall Installation – Job #3214		<b>Contractor Name:</b> Midfield Sheet Metal	
<b>WORK TASK</b>	<b>HAZARD</b>	<b>HAZARD CONTROL MEASURES AND SAFE WORK PRACTICES</b>	<b>CONTINGENCY PLAN</b>
	Aerial work platform tip over (adjacent to an area of excavation work). Muddy ground conditions due to heavy rain and poor drainage.	<p>Due to heavy rain and poor drainage it will be necessary to monitor and test the soil conditions and terrains surrounding the building in each new area and before work begins to ensure a safe foundation for the aerial work platform and mobile crane operations. Stable conditions will be provided where necessary through the use of mudsill blocks, cribbing or other acceptable means for effective wheel contact, outrigger placement and equipment support.</p> <ul style="list-style-type: none"> <li>• Joe Smith will also be on the ground rigging and attaching the siding panels.</li> <li>• Joe Smith will inspect ground conditions on a daily basis and after any rain, paying close attention to areas around nearby excavation.</li> <li>• Joe Smith will inspect the path of travel and ground conditions in each new area where the aerial work platform will be set-up to install siding.</li> </ul>	If workers in the aerial work platform are unable to operate the controls, the competent ground person, Joe Smith will begin rescue by operating the ground controls. Joe Smith is also trained in first aid and CPR.

<b>Pre-Task Plan:</b> Building 20 curtain Wall Installation – Job #3214		<b>Contractor Name:</b>	Midfield Sheet Metal
<b>WORK TASK</b>	<b>HAZARD</b>	<b>HAZARD CONTROL MEASURES AND SAFE WORK PRACTICES</b>	<b>CONTINGENCY PLAN</b>
	Falling sheets of siding, materials or tools striking people below.	<ul style="list-style-type: none"> <li>• Siding panels will be hoisted into fastening position by using a mobile crane and proper rigging techniques.</li> <li>• No one is allowed under a suspended load.</li> <li>• Siding panel will be securely fastened before releasing the rigging apparatus.</li> </ul>	
	Siding, materials or tools striking people below.	<ul style="list-style-type: none"> <li>• Portable 42-inch barricades will be used to deter entry of unauthorized personnel into the hazard area.</li> </ul>	
	Electrical shock	<ul style="list-style-type: none"> <li>• All electrical power tools and extension cord sets will be GFCI protected.</li> </ul>	
	Inclement weather conditions	<ul style="list-style-type: none"> <li>• Consideration will be made for weather related condition. If wind, rain to storm conditions would create a hazardous situation or condition, this work operation will be temporarily suspended.</li> </ul>	
	Employee falling from roof.	<ul style="list-style-type: none"> <li>• Employees working on the roof will utilize full body harnesses with shock-absorbing lanyard attached to the existing anchorage point(s). Our professional structural engineer verified the capacities.</li> </ul>	The qualified person for fall hazard control on this job is Bill Brown.

# **APPENDIX**

**DDE TASK PLANNING**

CONTRACTOR DEVELOPS & SUBMITS LIST OF TASK



CONTRACTOR IDENTIFIES WORK TASKS REQUIRING A



CONTRACTOR DEVELOPS AND



OWNED REVIEWS DDE



NI

Y

CONTRACTOR



CONTRACTOR REVIEWS PRE-TASK PLAN



Y

NI



CONTRACT



CONTRACT

## CONTRACTOR'S PRE-TASK PLANNING MEMORY JOGGER

### **Contractor Information**

Contractors may use the Pre-Task Planning Memory Jogger in the preparation of their Pre-Task Plans. The Pre-Task Planning Memory Jogger may be reproduced and distributed

## A. What is the Task?

- ◆ Major phases of construction or demolition will consist of several tasks or jobs.
  - Breakdown the scope of work into the major tasks and the “key steps”.
  - Too many steps become cumbersome.
  - Too few steps not effective.

## B. What are the hazards?

- ◆ Determine the hazards connected with each major task and the “key steps”.
  - What means, methods and techniques will be utilized?
  - What materials, equipment will be used?
  - When/Where will the work be done?
    - Day/Night
    - Outside/Inside
    - Over/Near operating equipment
    - At heights
    - In a confined space
    - Below structures
  - What are the field conditions?
    - Windy, Wet, Cold, Hot, Humid, Traffic
    - Have they changed?
    - Will they change?
  - What work crew will be used?
    - Who is the competent person?
    - Who will do what?
    - Is the crew fit for duty?
    - Additional instruction/training needed?
  - How might the work affect:
    - Activities/Production of the owner
    - Activities of other contractors
    - Equipment
    - Building occupants/tenants

- Does the task require the services of a professional engineer or a qualified person?
- Have you performed this task before?
  - Was there an injury?
  - What type of injury?
  - What hazard control method would have prevented the injury?
- Will the schedule or work environment contribute to fatigue?

## C. Consider the following hazards:

Fire	Explosion
Pressure	Vibration
Work at Heights	Work at Depth
Pinch Points	Radiation
Hot Objects	Heat/Cold Exposure
Access	Electricity
Chemicals	Lead/Asbestos
Dusts	Fumes
Sharp Objects	Weather
Noise	Weight
Bacteria	High Winds
Inclines	Insects/Reptiles
Steam	Underground Utilities
Flammability	Toxicity
Elevated Load	Cave-in
Stored Energy	
Muddy Site Conditions	
Dropping Tools To Lower Level	
Moving Equipment, Conveyors or Vehicles	

## D. Remember the “Big Four” Hazards:

- **Falls**
- **Struck-By**
- **Caught Between**
- **Electrical**

## E. Develop Hazard Control Measures Using The “Hierarchy of Controls”

- Elimination or Substitution
- Engineering Controls
- Warnings
- Training and Procedures
- Personal Protective Equipment

## F. Identify the hazard control measures that most effectively, minimize the risk.

### For example:

- Substitute a water base paint for a flammable paint
- Remove lead-base paint before cutting/burning
- Lockout ALL energy sources, release energy, verify
- Install guardrail systems
- Utilize personal fall arrest systems
- Install GFCI
- Tie off ladders
- Before entering a permit required confined space – identify acceptable entry conditions and test atmosphere
- Inspect equipment and tools
- Review MSDS’s/Use appropriate PPE
- Install barricades around excavations
- Maintain housekeeping
- Provide adequate lighting
- Slope, shore or use a trench box for excavations
- Provide the proper type of fire extinguishers
- Drain & purge lines
- Provide spill containment
- Provide communications: phones/radios

### G. Develop the Contingency Plan

- ◆ What if the work doesn't go as planned?
  - What is the Rescue Plan?
    - From an Aerial Work Platform
    - From a Roof
    - From a Confined Space, etc.
  - What is the emergency response procedure?
  - How long will it take emergency personnel to arrive?
  - Where is the Emergency Access - Egress Routes?
  - Under what circumstances or conditions would work have to stop?
  - Where are emergency stop buttons or shutoff valves located? Are they operational?
  - What if bad weather or equipment failure postpones a critical path work task?

### H. What permit's are required on this project?

- Hot Work
- Confined Space
- Roof Access
- Excavations
- \_\_\_\_\_ Other

*Ask yourself* and your crew *the right questions*.

*Be visibly involved* by conducting pre-task planning meetings with your crew.

*Set the example* by reviewing the plan everyday and asking for input.

*Demand results!* Monitor performance to the plan, expect everyone to follow the plan and to let you know if conditions change.

**The Contractor's**

<b>Contingency Plan</b>				
<b>Hazard Control Measures</b>				
<b>Potential Hazards</b>				
<b>Work Task</b>				

**Contractor's  
Pre-Task**

**"Make It Personal"**  
*Everyone has a name, a face, and a family.*

PROJECT NAME & LOCATION

**EMERGENCY  
NUMBERS**

CELL PHONE

Ambulance: \_\_\_\_\_

Clinic: \_\_\_\_\_

Safety: \_\_\_\_\_

Security: \_\_\_\_\_

To Request a Hot Work Permit Call:

Pre-Task Planning breaks down the "scope of work" into major "tasks" to:

- Determine the hazards connected with each "key step".
- Develop hazard control measures to minimize the risk of performing the task.
- Develop a contingency plan if the work does not go as intended.



## CONTRACTOR'S PRE-TASK PLAN SUBMITTAL FORM

<b>Pre-Task Plan:</b>		<b>Contractor Name:</b>	
<b>Prepared By:</b>		<b>Date Prepared:</b>	
<b>Date Submitted to Owner:</b>		<b>Owner's Representative Name &amp; Title:</b>	

**Supplement(s) Or Revision(s) After Initial Submittal Per GM 1638 (08/02) Article 9.6 or per GM 1638A Article 2.6**

<i>Revision Number – Submitted By (Name &amp; Title)</i>	<i>Date Revised</i>	<i>Date Submitted to Owner</i>	<i>Owner's Representative Name &amp; Title</i>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

# CONTRACTOR'S PRE-TASK PLAN

<b>Pre-Task Plan:</b>		<b>Contractor Name:</b>	
<b>Prepared By:</b>		<b>Date Prepared:</b>	
<b>Contractor Name:</b>			
<b>Name of Competent and/or Qualified Person:</b>		<b>Responsible For:</b>	
<b>Name of Professional Engineer:</b>		<b>Responsible For:</b>	

<b>Pre-Task Plan:</b>			
<b>WORK TASK</b>	<b>HAZARD</b>	<b>HAZARD CONTROL MEASURES AND SAFE WORK PRACTICES</b>	<b>CONTINGENCY PLAN</b>







TO: Outside General Contractors/Subcontractors  
FROM: Charles Galante, Safety Manager  
SUBJECT Contractor Safety and Environmental Qualification

Goodyear Dunlop Tire North America, Ltd. (Dunlop), would like to thank you for participating in the bidding process for contractual work at the Dunlop facility in Tonawanda, NY. In addition to other contractual agreements, you are required to show proof of your compliance with Safety and Health Standards set by Goodyear Dunlop, the Occupational Safety and Health Administration (“OSHA”), NY State Department of Labor (DOL), and the New York State Department of Environmental Conservation (NYSDEC).

Please submit the following to the Goodyear Dunlop Safety Department within 15 days:

- An original, signed copy of the “Contractor General Safety and Environmental Statement of Understanding and Agreement”.
- An original, signed copy of the “Contractor pre-qualification check-list”.

If applicable to the work planned to be performed at Goodyear Dunlop facilities, please submit the additional following information within 15 days:

- A copy of your “Control of Hazardous Energy” (Lockout/Tagout) Program if requested.
- A copy of all MSDS (Material Safety Data Shee) for chemicals/materials to be brought on site.

This information will be reviewed by the Goodyear Dunlop Safety Department upon receipt. Be advised, however, that incomplete information or a refusal to cooperate may result in rejection of your bid or termination at any time of any current contracts.

Included in the information packet are Goodyear Dunlop’s:

- “Safety and Environmental Rules for Contractors”. (Keep a copy for your files).
- “Contractor General Safety and Environmental Statement of Understanding”. (Please sign and return).
- “Contractor Pre-qualification Checklist”. (Please sign and return).

Please review each document carefully. When completed, forward these to the Goodyear Dunlop Safety Department at P.O. Box 1109, Buffalo, New York 14240. You may also E-mail these forms to: [charles\\_galante@goodyear.com](mailto:charles_galante@goodyear.com).

In addition, any applicable MSDS’s must be available at the project site along with Goodyear Dunlop’s “Safety Rules for Contractors.”

We at Dunlop look forward to a safe and healthy working relationship. If you should have any questions, do not hesitate to contact me by phone (716) 879-8546, 394-3692.



### Contractor General Safety and Environmental Statement of Understanding

Contractor (Subcontractor) Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Describe the type/scope of work your company provides: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I (We) the duly authorized representative of the above Contractor/Subcontractor have read, understood and will adhere to the "Safety and Environmental Rules for Contractors" at Goodyear Dunlop Tires North America, Ltd.'s Tonawanda Manufacturing Facility and regulations of the Occupational Safety and Health Administration (29CFR Sections 1926 and 29CFR Sections 1910) and the NYSDEC.

I (we) fully recognize that the adherence to the rules published by Dunlop and the Occupational Safety and Health Administration does not diminish our legal and financial obligations in the event of injury or death to any person.

In addition, any modification of the scope of work must be reviewed with and agreed to in writing with the Safety Department of Dunlop prior to implementation.

I (we) also agree to the following:

- That any violation of Dunlop and/or OSHA Safety Regulations and/or NYSDEC Regulation may result in ejection from the work site or termination of the contract.
- To inform the Safety Department of any changes to the scope of work performed on site that was originally stated.
- If any subcontractor violates Dunlop, or Federal Safety Regulations, and/or NYSDEC or GDTNA Environmental Management System, the following items below are applicable:
  1. Misrepresentation of safety training of the subcontractor - the original contractor agrees to be held legally/financially responsible.
  2. The subcontractor also agrees to be held legally/financially responsible in the event of or misrepresentation.

The general contractors/subcontractors are responsible for providing the information as stated below:

- A completed "Contractor safety pre-qualification checklist"
- A copy of all the MSDS (Material Safety Data Sheets) **for chemicals or materials to be brought on-site, every time a new chemical or material is brought on site**
- If performing work on equipment, a copy of your "Control of Hazardous Energy" (Lockout/Tagout) Program which you agree to keep current.
- I (we) fully authorize any investigations and/or inspections by the Safety Department of Dunlop.

\_\_\_\_\_  
**Authorized Representative (print name)**

\_\_\_\_\_  
**Authorized Representative (Signature)**

\_\_\_\_\_  
**Contractor or Subcontractor (print name)**

\_\_\_\_\_  
**Contractor or Subcontractor (Signature)**



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

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

# Safety & Health Management

## 1. Highest ranking safety/health/environmental contact in your organization:

Name \_\_\_\_\_

Title \_\_\_\_\_ Phone# \_\_\_\_\_ Fax \_\_\_\_\_

## 2. Do you have or provide:

*Please circle*

- |  |     |    |
|--|-----|----|
| a. Full time Safety/Health/Environmental Director?     | Yes | No |
| b. Full time Safety/Health/Environmental Supervisor?   | Yes | No |
| c. On-site Safety/Health/Environmental Representative? | Yes | No |

## 3. Do you have or provide:

- |   |     |    |
|---|-----|----|
| a. Safety/Health/Environmental incentive program? | Yes | No |
| b. Company paid safety/health training?           | Yes | No |

# SAFETY & HEALTH PROGRAMS AND PROCEDURES

4. Do you have a written Safety, Environmental and Health Program? Yes No

## 5. Does the program address the following key elements?

- |  |     |    |
|--|-----|----|
| a. Management commitment and expectations?   | Yes | No |
| b. Employee participation?   | Yes | No |
| c. Accountabilities and responsibilities for managers, supervisors, and employees? | Yes | No |
| d. Resources for meeting safety a health requirements?                             | Yes | No |
| e. Periodic safety and health performance appraisals for all employees?            | Yes | No |
| f. Hazard recognition and control?   | Yes | No |
| g. Spill Response procedures?  | Yes | No |

## 6. Does the program satisfy your responsibility under the law for?

- |  |     |    |
|--|-----|----|
| a) Ensuring your employees follow the safety rules of our facility?                                  | Yes | No |
| b) Advising Dunlop of any unique hazards presented by your work, and of any found by your employees? | Yes | No |

## 7. Does the program include the following work practices and procedures?

- |  |     |    |
|--|-----|----|
| a) Control of Hazardous Energy (LOTO)                    | Yes | No |
| b) Confined Space Entry                                  | Yes | No |
| c) Injury & Illness Recording                            | Yes | No |
| d) Fall Protection                                       | Yes | No |
| e) Personal Protective Equipment                         | Yes | No |
| f) Portable Electric Power Tools                         | Yes | No |
| g) Vehicle Safety inc. Powered Ind. Trucks               | Yes | No |
| h) Compressed Gas Cylinders                              | Yes | No |
| i) Electrical Equipment Grounding Assurance.             | Yes | No |
| j) Powered Industrial Vehicles (Cranes. Forklifts, etc.) | Yes | No |
| k) Housekeeping  | Yes | No |
| l) Accident/incident Reporting                           | Yes | No |
| m) Unsafe Condition Reporting                            | Yes | No |
| n) Emergency Preparedness plan                           | Yes | No |
| o) Waste Disposal  | Yes | No |
| p) Back injury prevention.                               | Yes | No |
| q) Fire Extinguisher use                                 | Yes | No |

- |   |     |    |
|---|-----|----|
| r) Welding Safety                         | Yes | No |
| s) Hoist/Crane/Derrick Safety/Inspections | Yes | No |
| t) Electrical Safety                      | Yes | No |
| u) Hazardous spill response               | Yes | No |

**8. Do you have written programs for the following?**

- |   |     |    |
|---|-----|----|
| a) Hearing Conservation                           | Yes | No |
| b) Respiratory Protection                         | Yes | No |
| <b>Where applicable, have all employees been:</b> |     |    |
| Trained?  | Yes | No |
| Fit Tested?                                       | Yes | No |
| Medically approved?                               | Yes | No |
| c) Hazard Communication                           | Yes | No |
| Have employees been trained?                      | Yes | No |

**9. Do you have a substance abuse program?**

If yes does it include the following:

- |                      |     |    |
|----------------------|-----|----|
| • Pre-placement?     | Yes | No |
| • Random Testing?    | Yes | No |
| • Testing for Cause? | Yes | No |
| • DOT Testing?       | Yes | No |

**10. Do your employees read, write and understand English such that they can perform their job tasks safely without an interpreter?**

Yes No

**11. Medical:**

- |  |     |    |
|--|-----|----|
| a) Do you conduct medical examinations for:                  |     |    |
| • Pre-placement  | Yes | No |
| • Pre-placement Job Capability?                              | Yes | No |
| • Hearing Function (Audio-grams)?                            | Yes | No |
| • Respiratory?   | Yes | No |
| b) Do you have persons trained to perform first Aid and CPR? | Yes | No |
| c) Do you supply first aid kits on the job site?             | Yes | No |

**12. Do you hold site safety, health and environmental meetings for:**

- |   |     |    |
|---|-----|----|
| • Field Supervisors   | Yes | No |
| • Employees   | Yes | No |
| • New Hires   | Yes | No |
| • Subcontractors  | Yes | No |
| Are the safety, health and environmental meetings documented? | Yes | No |

**13. Personal Protective Equipment (PPE):**

- |  |     |    |
|--|-----|----|
| a) Is applicable PPE provided for employees?                             | Yes | No |
| b) Do you have a program to ensure that PPE is inspected and maintained? | Yes | No |

**14. Do you have a corrective process for addressing individual safety and health performance deficiencies?**

Yes No

**15. Equipment and Materials:**

- |   |     |    |
|---|-----|----|
| a) Do you have a system for establishing applicable health/safety, and Environmental specifications for acquisition of materials and equipment? | Yes | No |
|---|-----|----|



- |  |     |    |
|--|-----|----|
| b) Do you conduct inspections on operating equipment (e.g., cranes, forklifts) in compliance with regulatory requirements? | Yes | No |
| c) Do you maintain operating equipment in compliance with regulatory requirements?   | Yes | No |
| d) Do you maintain the applicable inspections and maintenance records for the operating equipment?                         | Yes | No |

**16. Do you use subcontractors? (If no, skip to question 17)** Yes No

- |  |     |    |
|--|-----|----|
| Do you use safety, health, and environmental performance criteria in selection of subcontractors?  | Yes | No |
| Do you evaluate the ability of subcontractors to comply with applicable health? Safety, and environmental requirements as part of the selection process? | Yes | No |
| Do your subcontractors have a written Safety, Health, and Environmental Program?   | Yes | No |
| Do you include your subcontractors in your:  |     |    |
| • Safety, Health, & Environmental Orientation?   | Yes | No |
| • Safety, Health, & Environmental Meetings?  | Yes | No |
| • Equipment Inspections?   | Yes | No |
| • Safety Audits?   | Yes | No |

**17. Inspections and Audits**

- |   |     |    |
|---|-----|----|
| a) Do you conduct safety, health, and environmental inspections?    | Yes | No |
| b) Do you conduct safety, health, and environmental program audits? | Yes | No |
| c) Are corrections of deficiencies documented?                      | Yes | No |

**SAFETY & HEALTH TRAINING**

**18. Do you have a Safety, Health, and Environmental Orientation Program for new hires and newly hired or promoted supervisors?** Yes No

**19. Does the program provide instruction on the following:**

- |                                    |     |    |
|------------------------------------|-----|----|
| a) New Worker Orientation?         | Yes | No |
| b) Safe Work Practices?            | Yes | No |
| c) Safety Supervision?             | Yes | No |
| d) Toolbox Meetings?               | Yes | No |
| e) Emergency Procedures?           | Yes | No |
| f) First Aid Procedures?           | Yes | No |
| g) Incident Investigation?         | Yes | No |
| h) Fire Protection and Prevention? | Yes | No |
| i) Safety Intervention?            | Yes | No |
| j) Hazard Communication?           | Yes | No |
| k) Spill Response?                 | Yes | No |

**20. How long is the orientation program?** \_\_\_\_\_

**21. Are written exams given?** Yes No  
If no, how do you verify comprehension? \_\_\_\_\_

**22. Safety & Health Training:**

- |   |     |    |
|---|-----|----|
| a) Do you know the regulatory safety, health, and environmental training requirements for your employees?                   | Yes | No |
| b) Have your employees received the required safety, health, and environmental training, Re-training, and is it documented? | Yes | No |
| c) Do you have a specific safety, health, and environmental training program for supervisors?                               | Yes | No |

- d) Are all employees trained in the work practices needed to safely perform his/her job? Yes No
- e) Is each employee instructed in the "Safety and Environmental Rules for Contractors" provided to you in this Pre- qualification package? Yes No

## INCIDENT INVESTIGATION & ANALYSIS

1. Are all incidents investigated to determine their cause, and is corrective action taken? Yes No
2. Do you have a written incident investigation procedure? Yes No
3. Do you provide accident investigation training for appropriate people in your organization? Yes No
4. Do you complete and maintain OSHA Form 300?

## JOB ANALYSIS & OBSERVATION

1. Are all critical jobs identified and analyzed? Yes No
2. Are job observations (JSA's) conducted? Yes No
3. Are all procedures for critical jobs written and reviewed with the employee before work begins? Yes No

## Injury Statistics

SIC Code: \_\_\_\_\_

Please provide the following data using your last two OSHA 300 Forms:

Year \_\_\_\_\_ Year \_\_\_\_\_

# of fatalities (Total Column 1): \_\_\_\_\_

# of lost work case injuries involving days away from work, or days of restricted work activity or both (total column 2) \_\_\_\_\_

# of Lost work case injuries involving days away from work (total Column 3): \_\_\_\_\_

# of injuries involving medical treatment only (total Column 6): \_\_\_\_\_

Total employee hours worked: \_\_\_\_\_

Total OSHA recordable injuries (total column (1+2+6)) \_\_\_\_\_

Workers Compensation exposure modification rate (EMR) if known. \_\_\_\_\_

Have you received any OSHA citations in the last 3 years? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes – please list and explain

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## This Document must be signed

Title:	Signature:	Date:
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### **Safety and Environmental Evaluation (Goodyear Dunlop Tire NA Safety Department use only)**

**Contractor is:**

Acceptable Approved Contractor list.

Conditionally acceptable for Approved Contractor list

Conditions:

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Rejected:

Reasons:

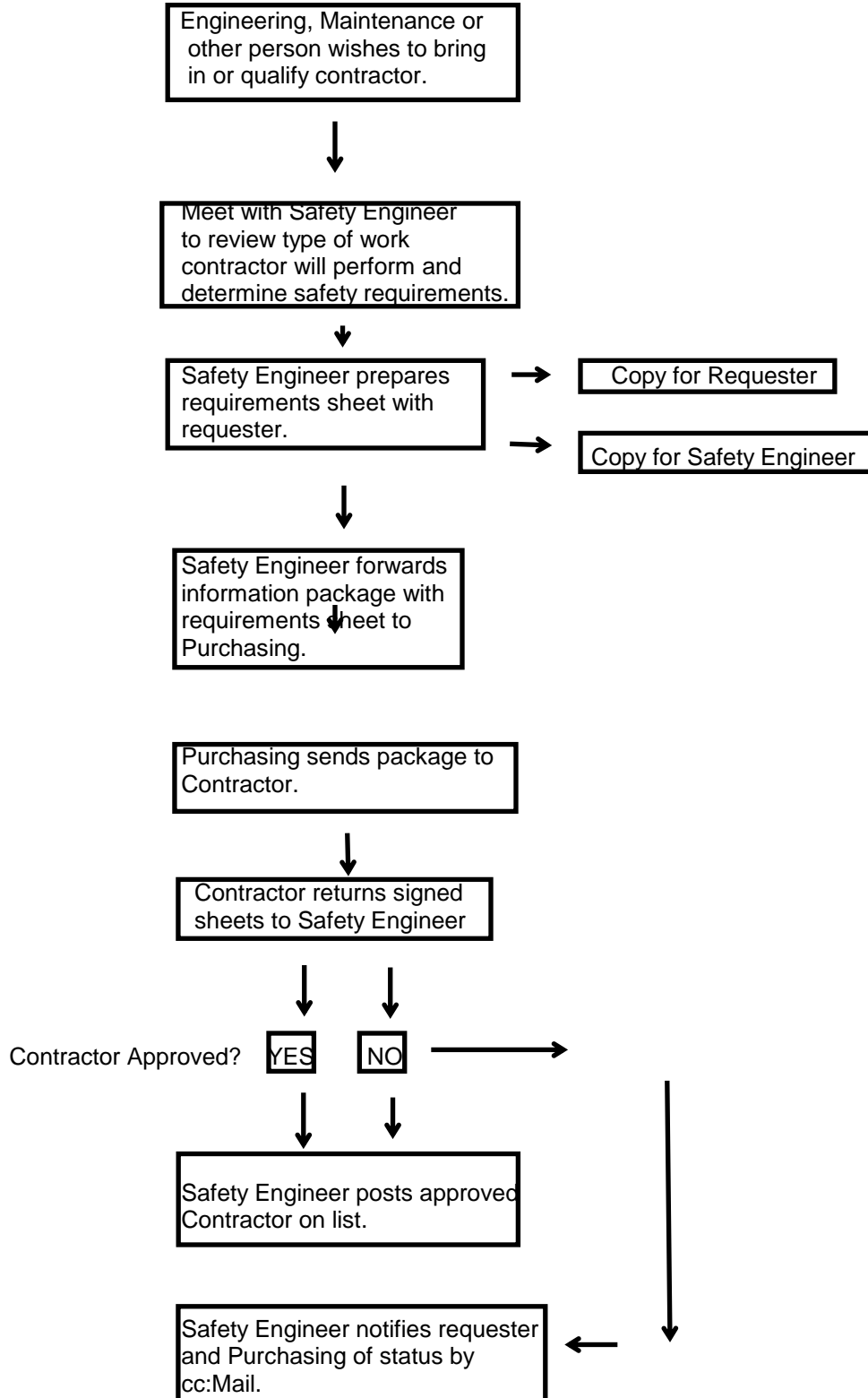
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Reviewer:	Date:
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**GOODYEAR DUNLOP TIRES N.A LTD  
SAFETY AND ENVIRONMENTAL QUALIFICATIONS FOR CONTRACTORS**



The safety approval process applies to any person or persons working for a company that has a purchase order or contract with Dunlop to perform physical work on equipment, machinery or facilities of Dunlop.

*Related Links:*

[Link to consign](#)

[Safety Rules for Buffalo Contractors](#)

[Contractor Safety Qualifications for Buffalo](#)

# Task specific safety plan: XYZ INSTALLATION

**Location of work:**  
**SUMITOMO RUBBER USA, LLC**  
**10 Sheridan Drive**  
**Tonawanda NY, 14150**  
**(716) 879-8200**

<b>Representing Company Name</b>	<b>Contractor Employee Name:</b>
1. Acme Production Co.	1. John Doe
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.
7.	7.
8.	8.
9.	9.
10.	

**Scope of work being performed by Contractor: \_**

Description of work to be performed-

Location of work – Building # ABC room:

Department-

Project Engineer –John Doe

## PRE-TASK PLAN – INSTALLATION

Pre-Task Plan For:	Contractor Company Name:
Prepared By:	Date Prepared: 00/00/00
Contractor Safety Rep:	Contractor Safety Mgr. phone number:
<b>Tasks to be performed:</b> De-mobilize tools and materials. Clean-up work area	
<b>IN CASE OF EMERGENCY, CONTACT PLANT SECURITY AT (716)-879-8278</b>	

WORK TASKS	HAZARD	HAZARD CONTROL MEASURES & SAFE WORK PRACTICES	CONTINGENCY PLAN
Pre-Job Start-up, Orientation and site walk through.	No unusual hazards	<p><b>Review Lay down areas:</b> We will to review limits of the work areas.</p> <p>Pre-Job Brief: All personnel entering the work area will be provided with a Safety Brief addressing the potential hazards while working. All personnel will physically be shown the hazards. The importance of safe work practices will be discussed as well as emergency procedures.</p> <p>Confirm necessary training is current.</p>	<p>In case of an emergency, notify proper personnel: Plant Security (716)879-8278.</p> <p>Safety Mgr.- Joseph Hinkle (716)-940-1528</p> <p>Project Engineer –</p>





Erie County Industrial Development Agency  
Sumitomo Rubber USA – Rail Track Improvement Project  
NYSDOT PIN 5936.77.301

# Appendix D

# **BUFFALO SOUTHERN'S ON-TRACK SAFETY INITIAL TRAINING & AWARENESS PROGRAM FOR SUMITOMO'S YARD IN NORTH TONAWANDA, NY**

## **DEFINITIONS:**

**Adjacent Tracks:** Two or more tracks with track centers spaced less than 25 feet apart.

**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 demonstrate proficiency in, and has been authorized to perform, the duties of a particular position or function.

**Track:** Term designating the **area between rails and an area that extends to 4 feet outside of each rail.**

**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 will be established through inaccessible track or foul time as defined herein.

## **JOB BRIEFINGS:**

**All contractors must ensure that 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 brief to the person holding the job briefing.**

**The job briefing must cover the following:**

- A general plan and procedures the work will follow and the on-track protection procedures to be used;
- 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;
- It must inform employees where they must go if it is necessary to clear for trains; and,
- Additional briefings will be conducted with each employee when the on-track protection changes.
- 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 power 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 for Roadway Maintenance Machines:

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 by the contractor.
3. A roadway maintenance machine operator must be informed of the presence of roadway workers in his work limits.
4. The operator should also not operate closer than four feet from the rail of adjacent tracks without protection.

## **Training of roadway workers that operate roadway maintenance machines:**

Prior to assignment of a roadway worker to operate roadway maintenance machines he/she will receive training which shall include, as a minimum 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.
6. Operating procedures to prevent hitting a person.
7. Operating procedure to prevent the roadway maintenance machine from being struck by trains.
8. Operating procedures to properly stop the machine from striking other machines or obstructions on the track.
9. Methods to determine the safe operating procedures for each machine that the operator is expected to operate ,