PROPOSAL

Proposal Description:
Bridge Deck Replacements, Towns of Chili, Gates and Rush.

Letting of 5/10/2012 @ 10:30 A.M.
Submitted in accordance with Standard Specifications officially adopted May 1, 2008 and the Highway Law.

Book 5 of 5
NOTE: This form was developed for repetitive use throughout all contract proposals and may identify items not applicable to this specific project.
DESCRIPTION:

This work shall consist of furnishing, placing, grading, compacting, and trimming shoulder backup material of the type indicated adjacent to shoulders to the lines, grades, and locations indicated in the contract documents or to the lines, grades, and locations directed by the Engineer, in accordance with these specifications and details shown in the plans.

MATERIALS:

General. Except as indicated below, §304-2 shall apply. Where the term “subbase course” is used in that subsection, “shoulder backup material” shall replace it.

Material incorporated into the work need not be stockpiled. The State may test for plasticity, soundness, and gradation at its discretion, or may decide not to test for these properties. Materials incorporated into the work shall consist of uncontaminated materials, free of glass, conforming with these specifications, the contract documents, and the directions of the Engineer.

Unless indicated otherwise in the contract documents, the Contractor may choose the type or types of material to use from the list of types given below. Intermixing of the permitted types, however, will be subject to the approval of the Engineer.

Material that proves to be, or that is determined by the Engineer to be impractical to place, grade, trim or compact as shown in the contract documents or as directed by the Engineer shall not be used.

Type A (Crusher-run, crushed gravel, or crushed stone.) Shoulder backup material of this type shall consist of well graded crusher-run material from a stone quarry or gravel source, or crushed Portland cement concrete. The material shall contain no organic, deleterious, hazardous or toxic material. Gradation shall be subject to the approval of the Engineer, but no material larger than 1 inch in greatest dimension will be allowed. Materials shall not show losses greater than 20% after four cycles of the Magnesium Sulfate Soundness test.

Type B (Subbase Course, Type 2.) Shoulder backup material of this type shall meet the material requirements of Subbase Course, Type 2. The Regional Geotechnical Engineer will examine each proposed source of material for compliance with these specification requirements, and submit an evaluation of the material including any limiting conditions to the Engineer.

Type C (Subbase Course, Type 4.) Shoulder backup material of this type shall meet the material requirements of Subbase Course, Type 4 of the Standard Specifications, except the material furnished shall consist of sand and gravel or a blend of sand and gravel and stone. The Regional Geotechnical Engineer will examine each proposed source of material for compliance with these specification requirements, and submit an evaluation of the material including any limiting conditions to the Engineer.

Type D (Recycled Asphalt Concrete.) Material provided under this option shall consist of uncontaminated recycled asphalt concrete pavement produced on the contract or from other sources as approved by the Engineer. Recycled asphalt concrete pavement shall be broken down into sizes no larger than 1 ½ inches.

Type E (Select Structural or Granular Fill.) Material provided under this option shall consist of material conforming to the soundness, gradation, and pH requirements for Select Structural Fill or Select Granular Fill, except top size shall not exceed that for Type C.

CONSTRUCTION DETAILS:

The material shall be placed on the grade in a manner to minimize segregation using equipment and procedures approved by the Engineer. Uncontrolled spreading from piles dumped on the grade resulting
in segregation will not be permitted. Maximum loose lift thickness prior to compaction shall be 6 inches. The contractor's compaction methods and equipment shall be approved by the Engineer. After compaction, the finished surface of the compacted material at the shoulder edge shall not extend above the edge of the shoulder nor be more than 0.4 inches below the shoulder. Tolerance elsewhere shall be 1½ inch, except the surface shall be graded to drain at every location.

If the final grade of the material is not in reasonable close conformity to the lines and grades indicated in the contract documents, or to those directed by the Engineer, the material shall be trimmed to achieve reasonably close conformance. Additional material shall be brought in to fill deficiencies, and excess material (trimmings) shall be removed. Trimmings may be incorporated into the shoulder backup work at other locations along the project if such opportunities exist and provided gradation of the resulting material remains in conformance with the gradation requirement for the selected option. When it is not possible to incorporate the trimmings in the shoulder backup work the trimmings shall be disposed of or used elsewhere in the contract in a manner approved by the Engineer.

**METHOD OF MEASUREMENT:**

Shoulder Backup Material will be measured for payment as the number of tons evidenced by delivery tickets, properly placed, graded, compacted, and trimmed along the edge of shoulder in accordance with these specifications and the directions of the Engineer.

When truck scales are not available within reasonable distance of the source of the material, as determined by the Engineer, the quantity paid for will be determined using conversion factors and the loose volume of shoulder backup material determined by measuring the dump truck bodies. The Contractor shall select the trucks to be used for delivery of the material with the approval of the Engineer. Once the trucks are selected and approved by the Engineer, no other trucks shall be used for delivery of this material. The trucks shall be uniformly loaded to the satisfaction of the Engineer.

Additional material brought in as part of the trimming operation to fill deficiencies will be measured for payment. The quantity of trimmings removed from the shoulder backup operation and not incorporated into the shoulder backup work elsewhere, however, will not be measured for payment under this pay item, and the Engineer will make an appropriate adjustment to the measured quantity.

Unless other conversion factors are indicated in the Contract Documents, the conversion factor will be 0.05 tons per cubic foot, loose measure.

**BASIS OF PAYMENT:**

The unit price bid per ton for Shoulder Backup Material shall include the cost of all labor, materials, and equipment necessary to satisfactorily furnish, place, grade, compact, and trim Shoulder Backup Material.
ITEM 502.81010018 - FULL DIAMOND GRINDING OF PCC PAVEMENT
ITEM 502.82010018 - FULL DIAMOND GRINDING OF PCC PAVEMENT WITH SLURRY REMOVAL
ITEM 502.83010018 - DIAMOND GRINDING SMOOTHNESS QUALITY ADJUSTMENT

DESCRIPTION. Diamond grind the portland cement concrete (PCC) pavement surface. Adjust payment if Diamond Grinding Smoothness Quality Adjustment is included in the contract documents.

MATERIALS AND EQUIPMENT. No materials specified.

Diamond Grinding. Use equipment having gang-mounted diamond saw blades on a multiblade arbor specifically designed for PCC pavement production grinding. Use equipment capable of producing a 3 foot (minimum) grinding pass width that is equipped with a vacuum system capable of removing slurry from the pavement surface, such as the Target 3800 or 3804, Boart-Longyear (Kushion Kut) PC5000 or PC600, or equal, as approved by the Director, Materials Bureau. Submit requests to use other equipment at least 7 days before grinding.

Profilograph. Use an automated California-type profilograph capable of producing and analyzing a profile trace in accordance with Materials Method 24, Portland Cement Concrete Pavements Profilograph Operations. Use automation capable of reporting profile indices in inches/mile using a 0.2 blanking band and in inches/mile using a 0 blanking band. Provide the means to transport the profilograph. The profilograph must be approved by the Director, Materials Bureau, prior to use. Approval includes verifying true vertical scale on the trace, 25:1 horizontal scale on the trace, and automation filter accuracy when compared to manual trace analysis conducted in accordance with Materials Method 24. Provide the Engineer 14 days advance notification of profilograph use to obtain approval. Submit requests to use other equipment at least 14 days before grinding.

CONSTRUCTION DETAILS.

Diamond Grinding. Begin and end diamond grinding at lines normal to the pavement centerline. Grind the pavement longitudinally such that at least 95% of the pavement surface is diamond ground and the pavement is in the same plane across a joint or crack when measured with a 10 foot (minimum) straightedge. Provide surface drainage by maintaining the proper cross slope on the finished surface and by blending adjacent passes. Regrind the pavement if an acceptable surface is not being obtained.

Continuously remove the slurry from the pavement using the vacuum system on the grinding equipment. If required by the contract documents, transfer the slurry into equipment capable of transporting it from the job site without spills.

In any case, do not allow slurry discharge into:

$ Occupied travel lanes.
$ Drainage structures.
$ Wetlands, streams, estuaries, or sensitive environmental resources identified in the contract documents.
$ Areas where it will become a public nuisance.

Dispose of slurry in conformance with all Federal, State, and local regulations.

Profilograph. Apply this section if Diamond Grinding Smoothness Quality Adjustment is included in the contract documents. Provide traffic control and survey stationing for referencing measurements. The Engineer will divide the pavement into 520 foot long reporting segments, but may group segments shorter than 520 foot with previous or subsequent segments. The reporting segment width is the lane width or the distance between adjacent longitudinal joints as chosen by the Engineer. Develop a profile trace and
ITEM 502.81010018 - FULL DIAMOND GRINDING OF PCC PAVEMENT
ITEM 502.82010018 - FULL DIAMOND GRINDING OF PCC PAVEMENT WITH SLURRY REMOVAL
ITEM 502.83010018 - DIAMOND GRINDING SMOOTHNESS QUALITY ADJUSTMENT

determine the profile index (PI) for each reporting segment. Obtain the trace along the longitudinal center of the reporting segment in accordance with Materials Method 24. Develop a referencing system that allows the Engineer to readily associate a trace and PI to the actual corresponding reporting segment. Provide the traces and PIs (determined by using both the 0.2 and 0 blanking bands) to the Engineer. The Engineer will determine and report the payable Quality Units of Smoothness Quality Adjustment per reporting segment, as discussed in Method of Measurement.

METHOD OF MEASUREMENT.

Diamond Grinding. The work will be measured for payment as the number of square yards of pavement satisfactorily diamond ground, measured to the nearest square yard. No deductions will be made for isolated low areas, provided 95% of the surface is diamond ground.

Smoothness Quality Adjustment. The work will be measured for payment as the number of Quality Units of Smoothness Quality Adjustment, if any, payable for each reporting segment determined by the following:

\[
\text{Quality Units (Per Segment)} = (\text{SAF} - 1.00) \times \text{Reporting Segment Area}
\]

The Smoothness Adjustment Factor (SAF) from Table 1, Smoothness Adjustment Factors, is based on the PI obtained for each reporting segment using a 0.2 blanking band. If an isolated dip is too low to grind, the Engineer may remove it from PI determination, provided 95% of the pavement surface has been ground and the low area was identified by the Contractor prior to grinding.

<table>
<thead>
<tr>
<th>Profile Index (in/mi)</th>
<th>SAF</th>
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</thead>
<tbody>
<tr>
<td>0.0 - 0.99</td>
<td>1.10</td>
</tr>
<tr>
<td>1.0 - 1.99</td>
<td>1.07</td>
</tr>
<tr>
<td>2.0 - 2.99</td>
<td>1.04</td>
</tr>
<tr>
<td>3.0 - 3.99</td>
<td>1.02</td>
</tr>
<tr>
<td>4.0 - 4.99</td>
<td>1.01</td>
</tr>
<tr>
<td>5.0 - 5.99</td>
<td>1.00</td>
</tr>
<tr>
<td>6.0 +</td>
<td>No Payment</td>
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</tbody>
</table>

BASIS OF PAYMENT.

Diamond Grinding. Include the cost of all labor and equipment necessary to satisfactorily perform the work in the unit price bid for Full Diamond Grinding of PCC Pavement. No payment is made for any reporting segment having a PI greater than 6 in/mi after diamond grinding if Diamond Grinding Smoothness Quality Adjustment is included in the contract documents.

Smoothness Quality Adjustment. Quality Units of Smoothness Quality Adjustment are a fixed price in the bid documents and cannot be changed by the Contractor.
DESCRIPTION:

Under this item, the contractor shall saw cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated on the plans or where directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be saw cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections. A power saw approved by the Engineer shall be used for cutting asphalt surface course and asphalt overlay. A power saw shall be used for cutting concrete pavement. After the existing asphalt pavement, concrete pavement, asphalt surface course or overlay has been saw cut through, the contractor may use pry bars, pneumatic tools or other methods approved by the Engineer, to pry loose the existing pavement from that pavement which is to remain. A pavement breaker, under the supervision of the Engineer, may be used to break up the pavement to be removed after the pavement has been completely saw cut through and completely free from the pavement to remain.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired by him to the satisfaction of the Engineer at no additional cost to the State.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of feet of saw cutting done in accordance with the plans, typical sections and the directions of the Engineer.

No saw cutting will be measured for payment under this item which the contractor may choose to do for his own convenience.

BASIS OF PAYMENT:

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

Payment for removal and disposal of cut pavement shall be paid for under the appropriate excavation item.
ITEM 555.27100503 – ACCELERATED STRUCTURAL CONCRETE 12 HOURS

DESCRIPTION. Place a very high early strength (VHES) concrete where indicated in the contract documents.

MATERIALS AND EQUIPMENT.

Cementitious Materials .................................................................................................................. 501-2.02A
Aggregates ..................................................................................................................................... 501-2.02B
Concrete Batching Facility Requirements ...................................................................................... 501-2.03
Concrete Mixer and Delivery Unit Requirements ............................................................................ 501-2.04
Handling, Measuring, and Batching Materials ................................................................................. 501-3.02
Concrete Mixing, Transporting, and Discharge ................................................................................. 501-3.03
Wire Fabric for Concrete Reinforcement ......................................................................................... 709-02
Epoxy-Coated Bar Reinforcement, Grade 60 .................................................................................... 709-04
Quilted Covers (for Curing) .............................................................................................................. 711-02
Polyethylene Curing Covers (White Opaque) ..................................................................................... 711-04
Membrane Curing Compound ............................................................................................................. 711-05
Form Insulating Materials for Winter Concreting ............................................................................. 711-07
Admixtures ........................................................................................................................................... 711-08
Water .................................................................................................................................................. 712-01

Use non-reactive aggregate, as identified in the Approved List of Sources of Fine & Coarse Aggregate, when using high alkali cementitious products.

Transit Mixed and Truck Mixed VHES Concrete. Use trucks calibrated and approved by the Regional Materials Engineer. Apply a total of 100 – 200 mixing revolutions before discharge. Apply the following in addition to the standard specification sections listed above.

A. Accelerating Admixtures. Accelerating admixtures may be batched into transit mixed concrete at the plant in accordance with §501-2.03F, Admixture Dispensing Systems, or added at the site during or after any water addition. For truck mixed concrete, accelerating admixtures are always added at the site and after the water is added.

When adding accelerating admixtures at the site, equip trucks with an air pressurized tank that:
• Contains the correct volume of admixture (for the volume of concrete in the truck) dispensed through the plant's Admixture Dispensing System.
• Discharges the admixture into the mixer drum in less than 1 minute.
• Has a proper plastic tank output hose that leads into the mixer drum.
• Has a properly working relief valve.

Add the entire accelerating admixture into the mixer drum in 1 uninterrupted operation in 1 minute or less.

B. Aggregate Moisture Content. Twice daily, or more frequently if weather conditions change significantly as determined by the Engineer, determine the aggregate moisture content in accordance with Materials Method 9.1, Plant Inspection of PCC. Compute the corresponding water added to the concrete in the truck from aggregate moisture. Subtract that quantity, as well as the water portion of
ITEM 555.27100503 – ACCELERATED STRUCTURAL CONCRETE 12 HOURS

the admixture in the tank and water added at the plant from the design water for the truck. Submit these calculations to the NYSDOT plant inspector for approval. Upon approval, write the maximum volume of water to be added to the truck at the site on the delivery ticket. Upon arrival at the site, provide the delivery ticket to the Engineer. Do not add more water than the maximum volume indicated on the delivery ticket.

C. In-Line Water Flow Meter. Equip trucks with an in-line water flow meter that:

- Resets easily to "0".
- Is mounted to allow easy reading.
- Withstands water temperatures up to 200°F.
- Is equipped with air strainers capable of removing entrapped air within the system.
- Has a batching delivery tolerance of 1% by weight or volume.
- Has a manufacturer’s certified flow rate capacity of 70 gal/min.
- Has a minimum actual flow rate of 50 gal/min.

The Regional Materials Engineer will measure the actual flow rate and inspect the flow meter prior to use. Reset the flow meter to 0 before adding any water at the site.

For truck mixed concrete, execute 20 dry revolutions at 12 to 18 rpm before adding water. Add water in 1 uninterrupted operation. No water is to be removed from the truck for any purpose while water is being added to the drum. After the required water designated on the delivery ticket has been added, add the entire accelerating admixture, if any, as described above in Accelerating Admixtures.

VHES Concrete Trial Batch. Design the mix to satisfy Table 1, Structural Concrete Accelerated Repair Mix Requirements. Submit the mix design to the Engineer. Include admixture brands and dosages as well as mixing, transporting, placing, curing, and anticipated strength gain details.

Produce and place a 4.0 yd³ (minimum) trial batch at an off-project location approved by the Engineer. Produce the trial batch using the same materials and processes as those to be used to produce the project concrete. Provide the Engineer a 7 day minimum advance notification of trial batch production. Coordinate trial batch production to ensure the presence of the Engineer, the Regional Materials Engineer, and Materials Bureau personnel.

Provide an American Concrete Institute (ACI) Certified Concrete Field Testing Technician, Grade I, or higher, to:

- Measure slump, air content, and unit weight.
- Cast cylinders for compressive strength and freeze-thaw resistance.

Begin compressive strength testing of the trial batch concrete 4 hours after discharge. Unless otherwise noted in the contract documents, use an agency accredited by the AASHTO Accreditation Program (AAP) in the field of construction materials testing of portland cement concrete to perform compressive strength testing. Cast and test in the presence of the Engineer, or the Engineer’s representative. Provide acceptable proof of ACI Certification and AASHTO Accreditation to the Engineer before placing any concrete.

Cast a minimum of 12 cylinders in accordance with Materials Method 9.2, Field Inspection of Portland Cement Concrete. Determine the concrete compressive strength in accordance with ASTM C39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens. The mix will be considered acceptable for use if 3 cylinder pairs (6 total) meet the following strength criteria:
ITEM 555.27100503 – ACCELERATED STRUCTURAL CONCRETE 12 HOURS

• Average compressive strength of all cylinder pairs exceeds 2500 psi in 12 hours.
• Average compressive strength of each cylinder pair exceeds 2000 psi in 12 hours.

Cast a minimum of six (6) 4”x8” cylinders for freeze-thaw testing. The Regional Materials Engineer will transport the cylinders for freeze-thaw testing conducted by the Materials Bureau.

Changes other than minor fluctuations in admixture dosage rates require a new mix design and trial batch. The Engineer may halt placing and order additional trial batches whenever the specified properties are not achieved.

<table>
<thead>
<tr>
<th>TABLE 1 ACCELERATED CONCRETE MIX REQUIREMENTS</th>
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<tbody>
<tr>
<td>Property</td>
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<tr>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Compressive Strength</td>
</tr>
<tr>
<td>Freeze-Thaw Loss</td>
</tr>
<tr>
<td>Slump’</td>
</tr>
</tbody>
</table>

NOTES:
* Minimum slump provided the mix consolidates and finishes properly. Maximum slump provided the mix is nonsegregating and holds grade.

Equipment.

Forms ................................................................. §502-2.04B1
Vibrators .............................................................. §502-2.04C
Saw Cutting Equipment ........................................... §502-2.04E
Curing Compound Applicators ..................................... §502-2.04F

CONSTRUCTION DETAILS. Meet with the Engineer one week in advance to coordinate all aspects of removal, preparation, and material placement including mixing, transport, and discharge, jointing, material requirements and testing, and personnel requirements.

Reinforcement. When specified, construct reinforced concrete as shown in the contract documents. Stop the bars 3 inches from any transverse joint.

Project Strength Determination. Provide an ACI Certified Concrete Field Testing Technician, Grade I, or higher, to cast all cylinders. Unless otherwise noted in the contract documents, use an agency accredited by the AASHTO Accreditation Program (AAP) in the field of construction materials testing of portland cement concrete to perform compressive strength testing. Cast and test in the presence of the Engineer, or the Engineer’s representative. Provide acceptable proof of ACI Certification and AASHTO Accreditation to the Engineer before placing any concrete. The Engineer, or the Engineer’s representative, will complete the Concrete Cylinder Report as cylinders are cast and tested.

Cast a minimum of 1 cylinder pair from each truck in a scheduled placement operation in accordance with Materials Method 9.2, Field Inspection of Portland Cement Concrete. A minimum of 3 cylinder pairs (6 total) is required for placement operations involving 3 or more trucks, with a minimum of 1 pair cast from the last truck of the operation. Develop an Engineer-approved marking system that allows a cylinder to be readily associated with the corresponding placement location and placement time.

Determine the concrete compressive strength in accordance with ASTM C39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens. Open the placement to traffic when the...
ITEM 557.27100503 – STRUCTURAL CONCRETE ACCELERATED REPAIR 12 HOURS

average compressive strength of the cylinder pair from the last truck of the operation exceeds 2500 psi. Use other cylinders cast to properly anticipate the time frame required for that pair to reach 2500 psi.

If 2500 psi is not achieved, test another cylinder pair from the last truck at a later time, provided an adequate number of additional cylinders were cast and the placement has not been opened to traffic. If the placement is opened to traffic before it has been shown to achieve 2500 psi, the placement will be considered Damaged or Defective Concrete and will be replaced at no additional cost to the State.

Contract testing for 28 day compressive strength is not required. If subsequent trial batches are required, the Engineer may waive the 28 day compressive strength testing.

METHOD OF MEASUREMENT. The work will be measured for payment as the number of cubic yards of concrete satisfactorily placed, measured to nearest 0.1 yd².

BASIS OF PAYMENT. Include the cost of all labor, material, and equipment necessary to satisfactorily perform the work in the unit price bid for Structural Concrete Accelerated Repair. No additional payment will be made for extra work required to repair damage to the adjacent concrete that occurred during any operation. Additional payment will be made if the original repair area did not completely extend into sound concrete.

Payment Will Be Made Under:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item</th>
<th>Pay Unit</th>
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<tbody>
<tr>
<td>555.27100503</td>
<td>Accelerated Structural Concrete</td>
<td>Square Yard</td>
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</tbody>
</table>
DESCRIPTION.

Furnish and place precast concrete deck, precast concrete approach slab and integral precast concrete barrier with ultra high performance concrete (UHPC) joints. The maturity method shall be used to estimate the in-place UHPC strength. The time required before removal of the forms and loading of the structure will be determined based on the estimated in-place UHPC strength. “Panels” refers to both the concrete deck and to the approach slab.

XX = Friction Type
  01 - Type 1 Friction
  02 - Type 2 Friction
  03 - Type 3 Friction
  09 - Type 9 Friction

MATERIALS

PRECAST CONCRETE PANELS: Materials used in this work shall conform to the NYSDOT Prestressed Concrete Construction Manual (PCCM)-Current Edition and the following:

STEEL EMBEDMENTS. Steel embedments for the panel leveling devices and hold down devices shall be installed in the shop based upon the locations shown on the shop drawings.
Leveling Bolts
ASTM F568M, Class 4.6

CONCRETE
28 Day Compressive Strength 5000 psi (Minimum)
Lifting Strength 3000 psi (Minimum)
Epoxy Coated Bar Reinforcement 709-04
Mechanical Connectors 709-10
Water §712-01
Aggregates (Friction Type) 501-202.B

PRECAST CONCRETE APPROACH SLAB
The supplier must demonstrate a system to place the approach slab using a grout bed such that the approach slab is fully supported at the proper line and grade.

HAUNCH MATERIAL: 701-05 Concrete Grouting Material

INTEGRAL PRECAST CONCRETE BARRIER: The requirements of the PCCM and the following shall apply.

Tolerances:
1) Bar Reinforcement Cover -0, + 1⁄2 inch
2) Width of Unit at the top -0, + 1⁄4 inch
3) Width of Unit at the bottom -0, + 1⁄2 inch
4) Surface deviation from theoretical centerline 1⁄2 inch in 20 feet
5) Vertical Alignment (deviation from a line parallel to theoretical grade) 1⁄2 inch in 20 feet
6) Horizontal and Vertical Alignment (between adjacent units) 3⁄16 inch
JOINT MATERIAL UHPC: The material shall be Ultra High Performance Concrete, all components supplied by one manufacturer. Materials commonly used in UHPC are:

- Fine aggregate
- Cementitious material
- Super plasticizer
- Accelerator
- Steel Fibers

UHPC material shall meet the following, 28 days unless otherwise noted:

Minimum Compressive Strength (ASTM C39)

- High Heat-Treated* ≥ 25 ksi
- Medium Heat-Treated 12 hours** ≥ 12 ksi
- Not Heat-Treated 14 days*** ≥ 21 ksi
- Prism Flexural Tensile toughness (ASTM C1018; 12 in. span) $I_{30} \geq 48$
- Long-Term Shrinkage (ASTM C157; initial reading after set) ≤ 766 microstrain
- Chloride Ion Penetrability (ASTM C1202) ≤ 250 coulombs
- Chloride Ion Penetrationability (AASHTO T259; ½ in. depth) ≤ 0.07 oz/ft²
- Scaling Resistance (ASTM C672) y < 3
- Abrasion Resistance (ASTM C944 2x weight; ground surface) ≤ 0.025 oz. lost
- Freeze-Thaw Resistance (ASTM C666A; 600 cycles) RDM > 96%
- Alkali-Silica Reaction (ASTM C1260; tested for 28 days) Innocuous

* High Heat-Treated - According to manufacturer’s recommendation, temperature not to exceed 250°F.
** Medium Heat Treated temperatures not to exceed 120°F
*** Not Heat Treated temperature not to exceed 70°F

Results of all the tests above, conducted by an AASHTO accredited testing lab shall be submitted to the DCES along with the installation drawings. Provide to the DCES a list of bridge projects in which the proposed UHPC material has been used as joint fill between precast concrete elements (within or outside the USA). The DCES reserves the right to reject a proposed UHPC material which lacks a proven track record in precast concrete joint filling in bridge applications.

Storage: The contractor shall assure the proper storage of premix, fibers and additives as required by the supplier's specifications in order to protect materials against loss of physical and mechanical properties.

Acceptance Testing: Note: acceptance testing will be waived if the same material from the same supplier has already been tested according to this standard. The Contractor shall complete the testing of the UHPC a minimum of one month before placement of the joint. The testing sequence will include the submission of a plan for casting and testing procedures to the DCES for review and approval followed by casting and testing according to the approved plan.

Casting and testing must include the following:

A minimum of 12 cylinders 3in. x 6 in. shall be cast.

The temperature during curing shall be as per heat treatment temperature limits established in this specification. 2 cylinders shall be tested each testing interval. Testing intervals are at 10 hours, 12 hours, 14 hours, and 24 hours. The compressive strength shall be measured by ASTM C39. Only a concrete mix design that passes these tests may be used to form the joint.
ITEM 557.6401XX03 - PRECAST CONCRETE DECK - TYPE XX FRICTION
ITEM 557.6403XX03 - PRECAST CONCRETE APPROACH SLAB - TYPE XX FRICTION
ITEM 557.11010003 - INTEGRAL PRECAST CONCRETE BARRIER

Pullout Test: Cast 6 additional cylinders 12 in. diameter and 7.5 in. deep. Each cylinder shall have one 32 in. long epoxy-coated reinforcing bar cast in the center of the circular face. The axis of the bar shall be perpendicular to the formed surface. 3 of the bars shall be #6 bars embedded 5 in. deep and 3 of the bars shall be #4 bars embedded 3 in. deep. These cylinders will be kept wet for four days then delivered to the Materials Bureau for testing according to Test Method No. NY 701-14 E. Contact the Materials Bureau prior to casting for specific instructions on preparing the test specimens. The test will be performed as soon as practical after the corresponding compressive strength samples reach 12 ksi. Acceptance criteria for pullout testing shall be when there is complete tensile failure of the reinforcing bar, prior to pullout from the concrete or failure of the concrete.

EQUIPMENT FOR MATURITY TESTING:

Use a Maturity Meter and thermocouples that can:

- Provide a maturity value based on the Equivalent Age or Temperature Time Method as detailed in ASTM C 1074-11.
- Continuously log and store maturity data.
- Accurate to within +/- 1° F when the meter is calibrated as per the manufacturer’s instructions.
- Take readings every half hour for the first 48 hours and every hour after that at a minimum.
- Print data and/or download it into a spreadsheet.

METHODOLOGY FOR MATURITY TESTING:

The procedure for utilizing the maturity method to determine in-place UHPC strengths includes three steps: development of the strength-maturity relationship, monitoring the maturity of the placement, and regular validation of the strength maturity relationship. Any changes in the mix design, its components, or proportions will require that a new strength-maturity relationship be developed. The strength-maturity relationship shall be developed one month prior to construction. Continue data collection for the strength-maturity relationship after acceptance of the maturity value until the strength reaches 21 ksi.

A procedure to develop the strength-maturity relationship shall be submitted to the DCES for review and approval along with the shop drawings. The submitted procedure shall include all necessary information for the development of the strength maturity relationship. All necessary testing included in the procedure shall be conducted by an AAHSTO accredited testing lab.

CONSTRUCTION

DRAWINGS FOR PRECAST CONCRETE PANELS AND BARRIER

Shop drawings and installation drawings shall be prepared and submitted as per the requirements of the Prestressed Concrete Construction Manual, (PCCM), and the following:
The submitted drawings shall include details of lifting and handling of panels in the production facility and their storage, transportation, handling and storage at the construction site. Lifting holes will not be permitted. The proposed handling and lifting shall be such that the maximum tensile stress in concrete.
due to handling and erection loads shall not exceed 0.40 \((f'ci)^{1/2}\), where \(f'ci\) is the concrete compressive strength at the time being considered. Calculations showing actual concrete stresses based upon the proposed support locations and expected dynamic loading of the panels during handling, storage and transportation of the panels shall be prepared by a Professional Engineer and shall be submitted along with the drawings. These drawings and calculations shall be stamped and signed by a Professional Engineer.

Integral precast concrete barrier shall be cast integrally with the precast concrete deck prior to shipping. Proposed procedures for the casting, handling, and shipping shall be included in the drawings for the precast concrete panels.

The proposed method of mixing, placing, and curing the UHPC joints shall be shown on the installation drawings. The Contractor shall perform qualification testing using maturity method and the results shall be shown on the installation drawing to demonstrate that the proposed method of curing will achieve the required strength at the required time.

**FABRICATION OF PRECAST CONCRETE PANELS**

Fabrication shall meet the requirements of the PCCM and the following:

**Fabrication Tolerances**

1. Width (transverse direction of the bridge): \(+1/8, -1/8\) in.
2. Length (longitudinal direction of the bridge): \(+1/8, -1/8\) in.
3. Depth (overall): \(+1/8, -0\) in.
4. Bulkhead alignment (deviation from square or designated skew)
   - Vertical \(1/4\) in.
   - Horizontal \(1/4\) in.
5. Horizontal alignment (deviation from straight line parallel to centerline of unit):
   - \(1/4\) in. for 40 ft length
   - \(3/8\) in. for 40 ft to 60 ft length
   - \(1/2\) in. for greater than 60 ft length

Welding of steel shall comply with the requirements of the New York State Steel Construction Manual.

**Placing Concrete, Curing and Finishing**

All requirements stipulated in PCCM shall apply except for the following:

After curing, all form release material and all other forming material adhering to the shear keyway and block out concrete shall be removed. Shear key faces shall be roughened and blast cleaned.

**Shipping and Handling of Precast Panels and Precast Concrete Barrier.** Shall be as per approved drawings.

**Loading of Panels.** Equipment weighing more than 2500 pounds shall not be permitted on the precast units between the initial set of the UHPC and the time the UHPC has reached a minimum strength of 10 ksi.

**Mixing and Placing UHPC Joints and Haunches.** Specifications in the PCCM and the following:

Thoroughly and continuously wet the concrete contact area for 24 hours prior the placing of UHPC, keep wet and remove all surface water just prior to UHPC placement.
INSTALLATION REQUIREMENTS FOR DECK SLABS
Installation shall meet the requirements of the PCCM and the following:

1. Prior to installing panels, the supporting steel surfaces in contact with the panels or field placed concrete shall be cleaned, including removal of free water, to the satisfaction of the engineer.

2. Installation tolerances shall be as per the approved installation drawings. It is the responsibility of the contractor to develop appropriate controls during the fabrication and installation of the panels so that proper cross slopes and grades are achieved after the diamond grinding operation. Installation drawing shall show the details of the proposed controls.

INSTALLATION REQUIREMENTS FOR APPROACH SLABS
Bed and level slabs in accordance with the system designer’s instructions such that the vertical differential across any joint is ¼ in. or less. Slabs shall be placed on grade and have grout pumped underneath to ensure that they are completely supported.

INSTALLATION REQUIREMENTS FOR UHPC
The contractor shall arrange for a representative of the UHPC supplier to be on site during the placement of the joints until the Contractor’s own staff has become well-trained in the use of the material. The representative shall be knowledgeable in the supply, mixing, delivery, placement, and curing of the UHPC material.

GROUTING OF HAUNCHES
Grouting shall meet the requirements of the PCCM, except that the requirement related to post-tensioning shall not apply. Details of grouting ports, vents, method of pumping the grout, equipment with necessary back up shall be shown on the installation drawing. Required QC for the grouting also shall be listed on the drawings.

PRE-INSTALLATION MEETING: Convene a preplacement meeting 7 to 14 calendar days before the planned start of slab installation. The contractor shall arrange for an on site meeting with representatives from the UHPC and the precast system suppliers. The contractor's staff and the NYSDOT Engineer and Inspectors shall attend the site meeting. The objective of the meeting will be to clearly outline the procedures for placing and leveling the precast concrete panels and for mixing, transporting, finishing and curing of the UHPC material.

Form Work, Batching and Curing
The design and fabrication of forms shall follow approved installation drawings and shall follow the recommendations of the manufacturer. All the forms for UHPC shall be constructed from plywood or approved equal. The forms shall be coated to prevent absorption of water using a form release agent from the Department’s Approved List of Materials.

The contractor shall follow the batching sequence as specified by the supplier and approved by the DCES. The surface of the UHPC field joints shall be filled as shown on the approved drawings.

The UHPC in the form shall be cured according to Manufacturer’s recommendations to attain the required strength shown on the contract documents.
Quality Control
The contractor shall measure the slump flow on each batch of UHPC. The slump flow will be conducted using a mini-slump cone. The flow for each batch shall be between 7 in. and 10 in. The slump flow for each batch shall be recorded in the QA/QC log. A copy of the log shall be given to the Engineer.

Estimation of In-Place Strength:
1. Two thermocouples per each UHPC joints, one at each end, shall be installed. The locations of these installations shall be shown on the installation drawings. These locations shall be revised if directed by the DCES. The thermocouple wiring may be connected to reinforcing steel, but probe endings may not be in direct contact with the steel. Consider structural or exposure conditions when placing thermocouples.

2. Listed actions are allowed when the maturity value of all the thermocouples reaches the corresponding strength values listed below.

<table>
<thead>
<tr>
<th>Action</th>
<th>Strength Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of top forms</td>
<td>10 ksi</td>
</tr>
<tr>
<td>Open Bridge deck to Traffic</td>
<td>12 ksi</td>
</tr>
</tbody>
</table>

3. Record and save the maturity data from the meter until the strength reaches 21 ksi. Disconnect the meter and clip all wires flush with the concrete surface.

A continuous read thermocouple or thermistor with a data logger can be used to estimate in place strength. The methodology outlined in ASTM C 1074-11 will be used. The maturity function used to estimate strength will be calculated with the same formula that is used by the maturity meter that established the initial strength maturity relationship. Copies of the calculations will be provided to the engineer.

Validation of the Strength-Maturity Relationship:
For each day of placement, perform validation tests by casting 7 cylinders. Equip one of the cylinders with a thermocouple. Test the cylinders as close as possible to the maturity value corresponding to 21 ksi. Record the maturity value immediately prior to testing. All testing shall be conducted by an AASHTO accredited testing lab. Report the results to the DCES.
If the average value of compressive strength of each pair of cylinders is within 10% of the estimated value, the strength-maturity relationship will be validated. If the average cylinder value is more than 10% below the estimated value, the strength maturity relationship will need to be re-established. If the first four cylinders produce acceptable results, the remainder need not be tested.

The Department may perform additional testing for research purposes. Casting and testing in addition to that required in this spec will be performed by NYSDOT personnel.

In case of loss of required data, or non verification of the strength-maturity relationship, use the cylinders cast above, one pair at a time, to verify the strength.

METHOD OF MEASUREMENT. For precast concrete bridge decks and precast concrete approach slabs apply all the provisions of §557-4. For precast concrete bridge barrier apply all the provisions of §569-4.
ITEM 557.6401XX03 - PRECAST CONCRETE DECK - TYPE XX FRICTION
ITEM 557.6403XX03 - PRECAST CONCRETE APPROACH SLAB - TYPE XX FRICTION
ITEM 557.11010003 - INTEGRAL PRECAST CONCRETE BARRIER

**BASIS OF PAYMENT.** For precast concrete bridge decks and precast concrete approach slabs apply all the provisions of §557-5. For precast concrete bridge barrier apply all the provisions of §569-5.
DESCRIPTION. Under this work the Contractor shall furnish and apply, in accordance with this specification, a protective sealer to concrete surfaces, at locations indicated on the plans or where directed by the Engineer.

MATERIALS. The protective sealer used on new concrete bridge decks shall be one appearing on the Department's Approved List, which does not contain an aqueous solvent/carrier and shall meet the requirements of the following subsection:

717-03 - Penetrating Type Protective Sealers

CONSTRUCTION DETAILS.

A. General. The Contractor shall provide the Engineer with the sealer manufacturer's written instructions for application and use, at least five (5) working days before the start of work. Only one (1) brand and specific type of sealer will be allowed for use on each deck.

B. Surface Preparation. All concrete bridge decks shall air dry for twenty-four (24) hours after the time of completion of saw cut grooving. If the concrete is subjected to rain or moisture from other project operations, the drying period shall be extended twenty-four (24) hours from the time that the concrete has stopped being wetted. All required surface texturing, saw cut grooving, barriers, parapets, sidewalks and safetywalks shall be completed, before the surface is cleaned. After the drying period has ended, the concrete surface shall be cleaned by vacuum methods, to remove loose particles.

After cleaning, no laitance, standing water, oil, dirt or other foreign particles shall be present, which may prevent penetration of the sealer. All surface preparation work shall be completed and approved by the Engineer before sealer application can commence.

C. Weather Limitations. Sealer materials shall not be applied during wet weather conditions or when adverse weather conditions are anticipated within twelve (12) hours of the completion of sealer application. Ambient and surface temperatures, during application, and until the sealed concrete is dry to the touch, shall be a minimum of 40°F. Application by spray methods will not be permitted during windy conditions, if in the opinion of the Engineer, unsatisfactory results will be obtained.

D. Sealer Application. The protective sealer shall be used as supplied by the Manufacturer without thinning or alteration. Equipment for sealer application shall be clean of foreign materials and approved by the Engineer before use. The sealer shall be applied by brushing, spraying or rolling, as recommended by the Manufacturer.

A minimum of two (2) coats of the sealer shall be applied to achieve uniform coverage. The total quantity of sealer applied by all coats shall be equal to the quantity required at the application rate specified in the Approved List. The second and each additional coat shall be applied perpendicular to the previous coat. Care shall be taken when applying...
each coat, such that running or puddling does not occur. Each coat shall be allowed to dry for a minimum of two (2) hours before the next coat is applied. The final coat shall be allowed to dry according to the Manufacturer's instructions, before the removal of maintenance and protection of traffic.

**METHOD OF MEASUREMENT.** The work will be measured as the number of square feet of concrete sealed.

**BASIS OF PAYMENT.** The unit price bid per square feet shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.
ITEM 565.43020015 - BRIDGE BEARING RESTORATION

DESCRIPTION

The work shall consist of restoring bearings designated for restoration by the plans or by the Engineer.

Restoration of bearings shall consist of dismantling, removal, repairing, unfreezing, replacing designated parts, cleaning, lubricating, and painting, if indicated by the Contract Documents or ordered by the Engineer.

MATERIALS

Mill and Shop Inspection. All new steel shall be mill and shop inspected as required by the SCM.

Fabrication Details. The requirements of subsection 565-2.02 shall apply to all fabrication done for bearing restoration unless subsection 565-2.02 clearly does not apply to the bearing being restored.

Lubricants. The lubricant shall be multi-purpose automotive grease conforming to SAE J310 designation MPG.

Only fresh lubricants arriving at the work site, in the manufacturer's unopened containers shall be used to lubricate the bearings.

Bearing Pads. New bearing pads shall comply with the requirements of 728-01, 728-02, or 728-03. Only one type of bearing pad shall be installed on any one structure.

Protective Coatings. The requirements of subsection 565-2.04 shall apply.

Miscellaneous Steel. Anchor bolts, nuts and washers shall conform to the requirements given on the plans.

CONSTRUCTION DETAILS

Drawings. Drawings shall be required for all newly fabricated parts. The requirements of the SCM shall apply.

Repair. Bearings shall be repaired in the manner indicated on the plans.

All machine finished surfaces, shall be lubricated. Stainless steel plates shall not be lubricated. Polytetrafluoroethylene surfaces shall not be lubricated.
ITEM 565.43020015 - BRIDGE BEARING RESTORATION

Reinstallation. If the bearing has been removed and requires reinstallation, the following subsections shall apply:

565-3.02  565-3.06
565-3.03  565-3.07
565-3.04  565-3.08
565-3.05

If the bearing is of a type that the requirements of subsection 565-3.05 will not apply, then the bearing shall be reinstalled in the manner indicated on the plans.

Painting. New fabricated steel parts which require painting shall be painted in accordance with the requirements of §565-2.04.D.

METHOD OF MEASUREMENT

The work will be measured as each bearing restored.

BASIS OF PAYMENT

The unit price bid for each bearing shall include the cost of all labor, material and equipment necessary to complete the work.
ITEM 576.25000002 - REMOVE AND DISPOSE OF DOWNSPOUT SYSTEM

DESCRIPTION:
The work shall consist of removing and disposing of the existing downspouts and supports where indicated on the plans or as ordered by the Engineer. Unless otherwise noted, all material removed as part of this work shall be removed from the work site.

MATERIALS:
Not applicable.

CONSTRUCTION DETAILS:
The existing downspouts shall be disconnected and removed from the structure for their entire length. Supports attaching the downspouts to the structure shall be cut flush with the existing concrete by means satisfactory to the Engineer.

METHOD OF MEASUREMENT:
The work shall be measured as the actual length measured to the nearest foot of downspouts removed and disposed of. Measurement will be taken along the center line of the downspout.

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 including the removal of all supports.
DESCRIPTION

The work shall consist of furnishing and installing fencing including all hardware and construction systems necessary to complete the work. Fencing shall be installed according to the details and at the locations indicated on the Contract Plans.

MATERIALS

Materials used for this work shall conform to the following requirements:

<table>
<thead>
<tr>
<th>PART</th>
<th>REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vinyl Coated Steel Fence Fabric</td>
<td>710-03</td>
</tr>
<tr>
<td>Steel Fence Fabric (Aluminum Coated)</td>
<td>710-04</td>
</tr>
<tr>
<td>Posts, Rails, Braces, and Fittings</td>
<td>710-10.3</td>
</tr>
<tr>
<td>Plastic Coated Posts, Rails, Braces, and Fittings</td>
<td>710-12</td>
</tr>
<tr>
<td>Angles and Plates</td>
<td>ASTM A36</td>
</tr>
<tr>
<td>Steel &quot;T&quot; and Wide Flange Sections</td>
<td>ASTM A36</td>
</tr>
<tr>
<td>U-Bolts</td>
<td>ASTM A307</td>
</tr>
<tr>
<td>Nuts and Bolts</td>
<td>ASTM A307 and ASTM A325</td>
</tr>
<tr>
<td>Pipe Supports</td>
<td>ASTM A53</td>
</tr>
<tr>
<td>Anchor Bolts</td>
<td>ASTM A449</td>
</tr>
</tbody>
</table>

All uncoated steel shall be galvanized unless otherwise indicated on the Contract Plans or in the Proposal. Unless otherwise specified, galvanizing shall be in accordance with the requirements of Subsection 719-01, type as applicable. The type and size of fence fabric, posts, rails, braces, and fittings will be designated on the Contract Plans or in the Proposal.

Top and bottom edges of the fence fabric shall be "knuckled" (wire ends bent back upon themselves to eliminate sharp wire ends).

Unless otherwise noted on the Plans:

1. Posts shall be a nominal 2½” dia. (2¾” O.D.). Minimum weight per linear foot shall be 5.75 lbs for Schedule 40 Pipe and 4.63 lbs for Class B Steel Tubing.

2. Top and Bottom rails shall be a nominal 1¼” dia. (1¾” O.D.). Minimum weight per linear foot shall be 2.27 lbs for Schedule 40 Pipe and 1.3 lbs for Class B Steel Tubing.

3. Pipe supports shall be 1½” nominal dia. Schedule 80 Pipe.

CONSTRUCTION DETAILS

Fence fabric shall be firmly attached to the posts, rails, and braces. All fencing shall be stretched taut.

The posts shall be fastened to the structure in accordance with the details indicated on the Contract Plans. Posts shall be set so that straight sections are truly vertical.
All the top rails shall pass through the base of the post caps. Both the top and bottom rails shall provide continuous support for the fencing from end-to-end of the fence fabric. Sections of both rails shall be joined with sleeve couplings. At expansion joints in the structure, expansion sleeves shall be used. Top rails shall be securely fastened to terminal posts by means of rail end connectors approved by the Engineer.

Horizontal braces shall be provided at all terminal posts, midway between the top and bottom rails, and shall extend from the terminal post to the first adjacent intermediate post. Braces shall be securely fastened to the intermediate posts by brace ends and brace bands. Braces shall be securely fastened to the terminal posts by rail end connectors, approved by the Engineer. Braces shall be made from the same material as the top and bottom rails.

All welding shall meet the requirements of the New York State Steel Construction Manual.

Field welding shall be allowed only where indicated on the Contract Plans, or where ordered by the Engineer. Remove galvanizing in the area of the weld, prior to welding.

All finished surfaces of welds, and surfaces from which the galvanizing has been removed, shall be repaired in accordance with the requirements of Subsection 719-01. All galvanizing repair shall be done at no additional cost.

Unless otherwise noted on the plans:

1. The fabric shall be securely fastened to all terminal posts by 1” x ¾” tension bars with 11 gauge pressed steel bands spaced approximately 12” apart.

2. Fabric shall be attached to top and bottom rails with 6 gauge tie wires at 24” centers.

3. The fabric shall be securely fastened to all vertical posts by 6 gauge aluminum ties at 12” centers.

4. Whenever fencing is cut to fit, the exposed ends, shall be coated as dictated by galvanizing repair procedures in subsection 719-01 of the standard specifications.

**METHOD OF MEASUREMENT**

Measurement will be taken as the number of linear feet of fencing installed.

Measurement will be taken along the bottom of the bottom rail, center-to-center of terminal posts.

**BASIS OF PAYMENT**

The unit price bid per linear foot shall include the cost of furnishing all labor, materials, and equipment necessary to complete the work.
DESCRIPTION
This work shall consist of preparing, maintaining and submitting a Progress Schedule using the Critical Path Method on Primavera P6 software, or newer release, which demonstrates complete fulfillment of all work shown in the contract documents. All work to prepare, and maintain the CPM Progress Schedule shall be performed using the scheduling software application provided by the Department on network servers and accessed through the Internet with Department provided user accounts. The Contractor shall regularly revise and update the Progress Schedule, and use it in planning, coordinating, and performing all work. Schedule activities shall accurately depict the entire scope of work to be performed to complete the project including, but not limited to, all work to be performed by the Contractor, subcontractors, fabricators, suppliers, consultants, the Department, and others, contributing to the project.

DEFINITIONS

**Activity** - A discrete, identifiable task or event that usually has an expected duration, has a definable Start Date and/or Finish Date, and can be used to plan, schedule, and monitor a project.

**Activity, Controlling** - The first incomplete activity on the critical path.

**Activity, Critical** - An activity on the critical path.

**Actual Start date** - At the activity level, the Actual Start date represents the point in time that meaningful work actually started on an activity.

**Actual Finish date** - At the activity level, the Actual Finish date represents the point in time that work actually ended on an activity (Note: in some applications areas, the activity is considered “finished” when work is “substantially complete.”); at the project level, the Actual Finish date represents the point in time that the Contractor completes all work on the project and it is accepted by the Engineer.

**Backward Pass** – Calculation of the late start and late finish dates for each activity, based on the start or finish dates of successor activities as well as the duration of the activity itself. Also known as the second pass.

**Baseline Progress Schedule @ Award** - The Progress Schedule submitted by the Contractor and accepted by the Department that shows the plan to complete the construction contract work. The Baseline Progress Schedule @ Award represents the Contractor’s plan at the time of contract Award for completing the Project.

**Bid Date** – The date the contract is let and there is an announcement by the Department of an apparent low bidder.

**Completion Date, Contract** - The date specified in the Contract for completion of the project or a revised date resulting from properly executed time extensions.

**Completion Date, Scheduled** - The date forecasted by the Progress Schedule for the completion of the Project.

**Constraint** - A schedule restriction imposed on the Start or Finish date(s) of an activity that modifies or overrides an activity’s relationships.

**Progress Schedule Delay** - An event, action, or other factor that delays the critical path of the Progress Schedule and extends the time needed for completion of the construction project.
Contemporaneous Period Analysis Method – A technique for evaluating schedule delays or time savings. The analysis period for the purpose of these provisions shall be the period covered in each regular progress update to the schedule, as they coincide with contract payments to the Contractor.

Contractor Owned Float Activity – The activity that documents time saved on the critical path by actions of the Contractor. It is the last activity prior to the contract Completion Date milestone activity.

Contractor Start Work date – The actual date the Contractor starts field work of a contract pay item, which is entered as a Start milestone activity in the schedule. Contractually no work may start until after the contract is awarded by the Office of State Comptroller, and the Contractor has received a Notice to Proceed from the Contract Management Bureau. Should the Contractor choose to show activities in the schedule that reflects their plan of work prior to the contract award, the Department does not incur any liability and such work being performed between the bid date and the contract award date shall be considered at risk work.

Critical Path – In the Progress Schedule the critical activities shall be those activities being on the longest path. In a project network diagram, the series of activities which determines the earliest completion of the project. The critical path will generally change from time to time as activities are completed ahead of or behind schedule.

Critical Path Method (CPM) – A network analysis technique used to predict project duration by analyzing which sequence of activities (which path) has the least amount of scheduling flexibility (the least amount of float). A scheduling technique utilizing activities, durations, and interrelationships/dependencies (logic), such that all activities are interrelated with logic ties from the beginning of the project to the completion of the project. Early dates are calculated by means of a forward pass using a specified start date. Late dates are calculated by means of a backward pass starting from a specified completion date (usually the forward pass’s calculated project early finish date).

Data Date – The date entered in the Project Details, in the Dates tab, which is used as the starting point to calculate the schedule. For the Baseline Progress Schedule @ Award submission the Data Date shall be the contract Award Date; for Monthly Progress Schedule submissions, the Data Date shall be the date up to which the Contractor is reporting progress (generally the last working day for the corresponding contract payment period, and for Weekly Status Reports the Data Date shall be the Saturday of that week). If the Contractor submits a Baseline Progress Schedule @ Bid submission, the Data Date shall be the date of the schedule submission to the Engineer and not prior to the bid date. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."

Deliverable – Any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project. Often used more narrowly in reference to an external deliverable, which is a deliverable that is subject to approval by the Department.

Duration, Original - The original estimated number of working days (not including holidays or other non-working periods) in which the work task associated with the activity is expected to be performed. (The number of calendar days may be different based on the calendar assigned to the activity.) For certain activities such as concrete curing, or others approved by the Engineer, the calendar shall reflect no non-working days.

Duration, Remaining - The estimated time, expressed in working days (not including holidays or other non-working periods), needed to complete an activity that has started but has not finished.

Early Dates – The earliest date an activity can start or finish based upon logic and durations. Calculated by the software application when scheduling the project.
Early Completion Date(s) - A progress schedule shall be considered to have an early completion date when the schedule submitted by the Contractor indicates an anticipated completion date(s) that is/are earlier than the specified contract milestone date(s), which includes:

(i) the Scheduled Completion Date appearing as the “Finish” date in the Project Details, in the Dates tab, is earlier than the current contract Completion Date as of the Data Date of the progress Schedule.

(ii) the Finish Date of any interim Milestone activity, that describes an item of work in the contract with a required completion date, is earlier than the date specified in the contract as of the Data Date of the progress Schedule. This includes, but is not limited to, B-Clock activities, activities subject to Incentive/Disincentive provisions, activities subject to specific Liquidated Damages provisions, and Lane Rental activities.

Enterprise Project Management Database (EPMD) – The Department’s database of construction project Progress Schedules.

Final Baseline Progress Schedule @ Award - The original plan against which the Contractor’s progress is measured. The Final Baseline Progress Schedule @ Award represents the original plan at the award of the contract, of what is expected to happen. Once the Final Baseline Progress Schedule @ Award is accepted by the Engineer it is saved and used as a basis to compare against Progress Schedules Updates.

Float Suppression - Utilization of zero free float constraints which allows an activity to start as late as possible by using all its' available free float. This technique allows activities to appear more critical than if the activity's total float was based on early dates. Assigning zero free float prevents true sharing of total float between Department and the Contractor. Examples of float suppression techniques include preferential sequencing (arranging the critical path through activities more susceptible to State caused delay), extending activities durations, incorporating several activities that actually require a half day or less of effort with Finish to Start relationships but showing each as full day durations where one activity would be appropriate, manipulating calendars, or any other such methodology.

Float, Free - The amount an activity can slip without delaying the immediate successor activities. Free Float is the property of an activity and not the network path.

Float, Total - The amount of time an activity (or chain of activities) can be delayed from its early start without delaying the contract completion date. Float is a mathematical calculation and can change as the project progresses and changes are made to the project plan. Total Float is calculated and reported for each activity in a network, however, Total Float is an attribute of a network path and not associated with any one specific activity along that path.

Fragnet – A subdivision of a project network diagram usually representing some portion of the project.

Global data – Data classified by Primavera software as Global, including Project Codes, Global Activity Codes, Global Calendars, Resource Calendars, Global Filters, Resources, Global Reports, User Defined Fields and Unit of Measure. Global Activity Codes are used to organize project activities across the enterprise project structure according to specific categories, such as the Code Value STG1 for Stage 1 under the Global Activity Code STAGE. Whereas Project Activity Codes are used to organize project activities for a specific project only.

Initial Baseline Progress Schedule – The Contractor’s schedule prior to submittal to the Engineer of the Baseline Progress Schedule @ Award, that reflects the Contractor’s plan to perform work during the time period while the full Baseline Progress Schedule is being developed, reviewed and accepted.
**Key Plans** - Key Plans are graphic representations made by the Contractor’s project Scheduler on paper copies of the appropriate contract plan sheets that reflect the Contractor’s planned breakdown of the project for scheduling purposes to efficiently communicate the Contractor’s activity coding scheme to State scheduling staff. The key plans prepared by the Contractor shall clearly define the boundaries of the work for each designated Area, the operations contained in various Stages of work, and work in the Work Zone Traffic Control (WZTC) Phases. The alphanumeric codes on the key plans shall match the code values for the activity code "Area", “Stage”, and “WZTC Phase” in the Progress Schedule.

**Late Dates** – “Drop dead dates”. The latest an activity can start or finish without delaying the day of completion. Calculated by the computer during the backward pass.

**Longest Path** - The sequence of activities through the Progress Schedule network that establishes the Scheduled Completion Date

**Look-Ahead Schedule** – Commonly a one or two week time segment generated from the accepted Progress Schedule that forecasts the work planned for the one or two week period following the Data Date, and includes any major materials to be delivered and any lane closings or anticipated shifts in WZTC.

**Milestone** – An activity with zero duration that typically represents a significant event, usually the beginning and end of the project, milestones set forth in the contract proposal, construction stages, a major work package, or the contract interim time-related clauses.

**Narrative Report** - A descriptive report submitted with each Progress Schedule. The required contents of this report are set forth in this specification.

**Open End** - The condition that exists when an activity has either no predecessor or no successor, or when an activity’s only predecessor relationship is a finish-to-finish relationship or only successor relationship is a start-to-start relationship.

**Predecessor** - An activity that is defined by Schedule logic to precede another activity. A predecessor may control the Start Date or Finish Date of its successor.

**Progress Schedule** – A general Primavera P6 Schedule as defined by this Specification.

**Progress Schedule Update** – Changes to the Progress Schedule that reflect the status of activities that have commenced or have been completed, including the following items: (a) Actual Start date and or Actual Finish date as appropriate; (b) Remaining Duration for activities commenced and not complete; and (c) Suspend or Resume dates for activities commenced and not complete.

**Progress Schedule Revision** – Revisions to the Progress Schedule ensure it accurately reflects the current means and methods of how the project is anticipated to progress, including modifications made to any of the following items: (a) changes in logic connections between activities; (b) changes in constraints; (c) changes to activity descriptions; (d) activity additions or deletions; (e) changes in activity code assignments; (f) changes in activity resource assignments; and (g) changes in calendar assignments.

**Project Scheduler** – The person that is responsible for developing and maintaining the Progress Schedule.

**Projects Planned Start Date** – The date entered in the Project Details, in the Dates tab, that reflects the Contractor’s planned start of work (based on contract requirements, and reasonable expectation for a Notice to Proceed) at the time the bid was submitted to the Department.
Projects Must Finish By Date – A date constraint entered in the Project Details, in the Dates tab, that reflects the Contract Completion Date set in the Contract Documents or through a formal contract extension of time.

Recovery Schedule – A schedule depicting the plan for recovery of significant time lost on the project. This separate CPM schedule submission shall provide the resolution and include appropriate changes in network logic, calendar adjustments, or resource assignments.

Relationships - The interdependence among activities. Relationships link an activity to its predecessors and successors. Relationships are defined as:
  - Finish to Start - The successor activity can start only when the current activity finishes.
  - Finish to Finish – The finish of the successor activity depends on the finish of the current activity.
  - Start to Start – The start of the successor activity depends on the start of the current activity.
  - Start to Finish – The successor activity cannot finish until the current activity starts.

Resources, Contract Pay Item – Contract Pay Item resources shall be identified as a Material resource type. When required, Contract Pay Item resources are developed for each Pay Item in the contract, with the Resource ID matching the contract Pay Item and the Resource Name matching the description of the contract Pay Item.

Resources, Equipment – Equipment resources shall be identified as a Nonlabor resource type. A unique identifier shall be used in the Resource Name or Resource Notes to distinguish this piece of equipment from a similar make and model of equipment used on the project.

Resources, Labor – Labor resources shall be identified as a Labor resource type. Labor Resources shall identify resources that encompass direct labor at the Crew level.

Scheduling/Leveling Report – The report generated by the software application when a user “Schedules” the project. It documents the settings used when scheduling the project, along with project statistics, errors/warnings, scheduling/leveling results, exceptions, etc.

State Business Days – Monday through Friday, with the exception of State Holidays.

State Owned Float Activity – The activity that documents time saved on the critical path by actions of the State. It is the last activity prior to the Completion Date activity and any Contractor Owned Float activity.

Substantial Completion - the day, determined by the Engineer, when all of the following have occurred:
  1. The public (including vehicles and pedestrians) has full and unrestricted use and benefit of the facilities both from the operational and safety standpoint, and
  2. All safety features are installed and fully functional, including, but not limited to, illumination, signing, striping, barrier, guard rail, impact attenuators, delineators, and all other safety appurtenances, and
  3. Only minor incidental work, replacement of temporary substitute facilities or correction or repair remains for the Physical Completion of the Contract, and
  4. The Contractor and Engineer mutually agree that all work remaining will be performed without lane closures, trail/sidewalk closures, or further delays, disruption, or impediment to the public.

Successor - An activity that is defined by Schedule logic to succeed another activity. The Start Date or Finish Date of a successor may be controlled by its predecessor.
**Time Impact Analysis** - A technique to demonstrate the comparison of a time impact of a Progress Schedule revision prior to a change in the Contract work, against the current accepted Progress Schedule. Also known as a “What-If” analysis.

**Weekly Status Report** – The report generated weekly from the updated Progress Schedule in an electronic Adobe Acrobat PDF format that reflects a Data Date for that Progress Schedule Update period. The report shall be formatted to fit ANSI Size D paper (610 mm x 914 mm) (24 inch x 36 inch), listing all work activities from the data date to contract completion, using the NYSDOT Status Report Layout, sorted by Early Start Date, Total Float in increasing order, showing the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Early Start date, Early Finish date, Start date, Finish date and Calendar ID.

**Work Breakdown Structure (WBS)** - A deliverable-oriented grouping of project elements, which organizes and defines the total scope of the project. Each descending level represents an increasingly detailed definition of project components or work packages.

**Work Package** - A deliverable at the lowest level of the work breakdown structure. A work package contains activities.

**Working Day** - A Working Day is a calendar day scheduled for active prosecution of the work.

**CONSTRUCTION DETAILS**

**A. Project Scheduler:**
The Contractor shall designate an individual, entitled the Project Scheduler, who will develop and maintain the construction progress schedule. The Project Scheduler shall be present at the Preconstruction Schedule Meeting, prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the Progress Schedule. The Project Scheduler shall attend all meetings, or receive meeting minutes that outline schedule related issues of those meetings, which may affect the CPM schedule, including but not limited to those between the Contractor and their Subcontractors and between the Contractor and the Department. The Project Scheduler shall be knowledgeable of the status of all aspects of the work throughout the length of the Contract, including but not limited to: original contract work, additional work, new work, and changed conditions of work.

**B. Scheduling Software:**
The State will provide Primavera P6 software, or newer release, and computer system for use by the Engineer to review the schedules submitted by the Contractor. The Department has installed Primavera P6 software, or newer release, on internet accessible servers for use by the Department’s construction inspection staff. Appropriate Department personnel, Consultants, and Contractors will also have access to these schedules on the Department’s Enterprise Project Management Database (EPMD). The Department will determine the location to store the project schedule files on the EPMD, and will provide the Contractor the naming convention for all progress schedule submissions.

The Contractor shall submit Request for Access Forms to the Regional Construction Engineer for each proposed Primavera user to obtain the User ID’s and Passwords for access to software and data on the Department’s network servers. The form can be downloaded from the following web page [https://www.nysdot.gov/main/business-center/contractors/construction-division/primavera](https://www.nysdot.gov/main/business-center/contractors/construction-division/primavera), or can be provided by the Department’s Construction Supervisor. These forms may submitted any time following the contract letting date and announcement by the Department that the Contractor is the apparent low bidder. The Department will process these requests and should generally provide the User ID’s and Passwords within two weeks of receipt by the Regional Construction Engineer. Upon approval and authorization by the Regional Construction Engineer, required User ID’s and passwords will be provided to the Contractor (for the Project...
Scheduler plus one other person) to obtain secure Internet access to the Primavera software and project schedule data. If the Contract is not awarded to this Contractor, the Contractor’s access to this project will be removed. Department provided User Id’s and Passwords are assigned to specific individuals and shall not be shared with any other users.

The Department will provide the Contractor either a Preliminary Construction Schedule or a project schedule template for the Contractor’s use in developing their CPM Progress Schedule. The Contractor shall develop, update, and revise the Progress Schedules using Primavera P6 software that has been loaded on the Department’s network servers and the Contractor shall store all Progress Schedule files on the Department’s network servers.

The Department will generally not “Import” or accept Progress Schedule files from any other computer system. However, the Department may consider a request to Import a Baseline Progress Schedule developed by the Contractor prior to the contract Letting Date using Primavera P6 that meets the requirements of this specification, if the request is made by the apparent low bidder to the Department within two weeks of the Letting Date with a copy of the file attached. The schedule file shall not contain any User Defined fields, all Calendars assigned to activities must be project level Calendars not Global or Resource Calendars, all Activity Codes shall be project level and not Global or EPS level Activity Codes, no Resources shall be assigned to activities, and no Project Codes shall be assigned.

Access rights within the Primavera network solution will be created and maintained by the Department. As this software is an enterprise application, the Department will be the sole entity to modify the EPS structure, the OBS Structure, Project Codes, Global Activity Codes, Global Calendars, User Defined Fields, Security Profiles, Admin Categories, and Admin Preferences.

<table>
<thead>
<tr>
<th>Table 1 – Schedule Filename convention</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Progress Schedules</strong></td>
</tr>
<tr>
<td>Initial Baseline Progress Schedule</td>
</tr>
<tr>
<td>Baseline Progress Schedule @ Award</td>
</tr>
<tr>
<td>Final Baseline Progress Schedule @ Award</td>
</tr>
<tr>
<td>Month #1 Progress Schedule Submission</td>
</tr>
<tr>
<td>Month #2 Progress Schedule Submission</td>
</tr>
<tr>
<td>As-Built Progress Schedule (Last Progress Schedule)</td>
</tr>
<tr>
<td>1st Time Impact Analysis</td>
</tr>
<tr>
<td>1st Recovery Schedule</td>
</tr>
</tbody>
</table>

Primavera software and schedule data on the Department’s EPMD will generally be available for the Contractor’s use at all times unless system maintenance (i.e. backups, upgrades, etc) is being performed. System maintenance will generally be conducted over short time periods between the hours of 10 PM – 6AM, Monday - Friday and on weekends. The Department does perform regular backup of data contained in the EPMD, and will make every effort to restore the latest historical copy of schedule submissions in the event of any data failure of the EPMD. The Contractor shall also be responsible for exporting copies of project progress schedules, recovery schedules, TIA schedules, after data modifications have been made as their backup of these submissions. In the event a Contractor’s authorized user cannot access the software from 6AM to 10PM Monday through Friday, the Contractor shall provide written notification to the Engineer.

Project schedules are developed from the Contractor’s knowledge of the project, and the means and methods represented in those schedules are based on the Contractor’s understanding of the contract documents, and the Contractor’s past experience, which are unique to the Contractor. Schedule activity data and logic are therefore the intellectual property of the Contractor and will not be made available to other Contractors. All other schedule data, and all Enterprise data residing on the network servers, are the sole property of the Department.
C. **Preconstruction Schedule Meeting:**
The Contractor shall contact the Regional Construction Engineer after notification they are the apparent low bidder, but no later than two (2) State Business Days following the notice of contract award to schedule a Preconstruction Schedule Meeting. The purpose of this meeting will be to discuss all essential matters pertaining to the satisfactory scheduling of project activities, and to resolve any known questions regarding interpretation of the contract requirements for this work.

The Project Scheduler shall be prepared to discuss the following:
1. The proposed hierarchal Work Breakdown Structure (WBS) for the Progress Schedules. The Project Scheduler shall provide a paper copy at the meeting.
2. The proposed project calendars.
3. The proposed project activity codes, and various code values for each activity code. The Project Scheduler shall provide a paper copy at the meeting.
4. Specifics of any contract Time-Related Clauses (A+B Bidding, Incentive/Disincentive, Liquidated Damages, Lane Rental, etc.);
5. The Contractor’s schedule methodology to be employed, proposed work sequence and any proposed deviations from the contract plans with respect to Staging or Work Zone Traffic Control phasing.
6. The Key Plans shall be provided at the meeting.
7. The factors that the Contractor determines to control the completion of the project and any milestone activity completion dates contained therein.
8. The Project Scheduler shall provide an outline for the content of the Narrative report for future Progress Schedule submissions.
9. Schedule submission protocol for Final Baseline Progress Schedule @ Award and Monthly Progress Schedule submissions.

The Engineer will be available to answer questions regarding scheduling, including: the availability of Department supplied electronic file(s) containing sample project schedule information, sample progress schedule narratives, Special Notes for CPM Scheduling, and required standard format for CPM Progress Schedules for contract work.

The Contractor shall schedule meetings as necessary with the Engineer to discuss schedule development and resolve schedule issues, until the Final Baseline Progress Schedule @ Award is accepted by the Engineer.

The Contractor is encouraged, but not required, to submit an Initial Baseline Progress Schedule that demonstrates a sample of how the Project Scheduler’s proposed alphanumeric coding structure and the activity identification system for labeling work activities in the CPM progress schedule will conform to the detailed requirements of this specification. The review and comment by the Engineer of the sample schedule should assist the Project Scheduler in assuring the first submittal of the Baseline Progress Schedule @ Award will be in general conformance with the requirements of the specification and other contract requirements, and that major rework of the Baseline Progress Schedule @ Award will not be required. This submission shall reflect the Contractor’s anticipated plan to complete the contract work in accordance with the contract documents, as envisioned by the Contractor at the time of contract bid. This submittal may be made anytime following notice to the Contractor that they are the anticipated low bidder on the contract. Critical items for this review should include but are not limited to: the proposed WBS for subsequent progress schedules; the proposed project Calendars; project Planned Start date; project Must Finish By date; major milestone activities (i.e. - Award, Notice to Proceed, Contract Completion); and between fifty to one hundred summary activities for the major work deliverables of the contract (i.e. - pave EB from STA x to STA y, construct roundabout 1, construct bridge xyz, etc) that have assigned Activity Ids, Activity Descriptions, Activity Durations, Predecessors, Successors, and Activity Relationships. These summary activities will be broken down into, or supplemented with, individual work activities for the baseline submission. If any Crew resources are included, the composition of the staffing (the number and titles of the various staff) shall be
listed in the Notes tab of the Crew resource, and the composition of the crews shall be included in the narrative. To the extent practicable, the Initial Baseline Progress Schedule should include administrative and procurement activities to be accomplished during the contract; planned submittal, review, and approval dates for shop drawings, working drawings, fabrication drawings, and contractor supplied plans, procedures, and specifications.

If the Contractor proposes deviations to the construction staging or Work Zone Traffic Control Plans shown on the contract documents, then the Contractor must present a second Baseline Progress Schedule submission that reflects these proposed changes.

Any submission of a Initial Baseline Progress Schedule should be accompanied by a written Narrative that provides details of the Calendar assignments of working days versus non-working days, outlines the sequence of planned operations to complete the project work, and provides the proposed Activity Codes and Code values to be assigned to activities in future submissions of project progress schedules. The Engineer will review the logic diagram, coding structure, activity identification system, and Narrative; and provide comments for required changes by the Project Scheduler for implementation in the submission of the Baseline Progress Schedule @ Award. The Engineer will provide written comments on major deficiencies within five (5) State Business Days of receipt.

The Department reviews Initial Baseline Progress Schedules solely for format, and will not consider any submission of an Initial Baseline Progress Schedule for approval as an Early Completion Schedule.

The Contractor shall schedule meetings as necessary with the Engineer to discuss schedule development and resolve schedule issues, until the Baseline Progress Schedule at Award is accepted by the Engineer.

D. Progress Schedule:

1. General

In addition to the attributes of the Progress Schedule provisions as set forth in §108-01, the Contractor shall prepare, furnish, and maintain a computer-generated Progress Schedule using the Critical Path Method (CPM) utilizing Primavera scheduling software on the Department’s network servers. The CPM Progress Schedule shall be prepared based on the principles defined by the latest issue of the Construction Planning & Scheduling Manual published by the Associated General Contractors of America, except where superseded by the contract documents such as the CPM Special Notes and this specification.

The Contractor and the Department shall use the Progress Schedule to manage the work, including but not limited to the activities of subcontractors, fabricators, the Department, other involved State agencies and authorities, other entities such as utilities and municipalities, and all other relevant parties involved with the project.

No work other than installation of the Engineer’s Field Office, mobilization, procurement and administrative activities, installation of construction signs, installation of erosion and pollution protection, clearing and grubbing, field measurements, and survey and stakeout will be permitted to start until the Baseline Progress Schedule @ Award has been submitted to the Engineer, and the Engineer determines there are no deficiencies consistent with those identified in paragraph E.1.

The Contractor will be the sole entity allowed to physically modify the following data within the progress schedule: activity IDs; activity descriptions; activity durations; relationships between activities; successors and predecessors, actual start and actual finish dates of activities; planned start and planned finish dates of
activities; and activity resources (with the exception that activities assigned resources labeled to reflect Department personnel may be changed to reflect specific individuals, or job roles, within the Department).

The Department may modify certain data associated with the progress schedule to ensure conformance to the Department’s Enterprise Project Management standard schedule format. This means that the Department may: create additional layouts, filters and reports; create and edit additional user defined custom data fields; assign Project Codes; add and assign additional project Activity Codes; add and assign additional Cost Account Codes; add and assign additional Resource Codes; enter data in Notebook tabs; modify calendar ID’s (although not the calendar itself); etc; that do not alter the established activities or schedule logic of the Contractor. The Engineer shall communicate to the Project Scheduler the types and scope of changes planned to be made to the progress schedules prior to the implementation of those changes. The Contractor shall not delete or modify any schedule data entered by the Department without prior approval by the Engineer. The schedule data added by the Department shall be incorporated into future schedule submissions of the Contractor.

The Contractor shall develop the Progress Schedule using, to the maximum extent practicable, the Global Activity Codes (DOT GLOBAL) and Resources (NYSDOT Pay Item Resources) identified in the Department’s Primavera enterprise solution. Any schedule “Layouts”, “Filters” and “Report” formats that the Contractor develops for the various Progress Schedules submissions to the Engineer shall be saved and made available to all other users of the project schedule with a name that includes the contract D#.

The Department may make copies of the progress schedules to perform what-if type analysis, which may involve any type of modification to those copies of the schedules.

The purpose of the Progress Schedule shall be to:

- ensure adequate planning and staffing during execution of the work by the parties to the contract;
- ensure communication and coordination of activities among all affected parties;
- assist the Contractor and the Department in monitoring the progress of the work, and evaluating proposed changes to the contract and/or requests for additional time to project completion;
- establish a standard methodology for time adjustment analysis based on the principles of the Critical Path Method of scheduling, for use in time-related dispute resolution;
- determine appropriate extensions or reductions of Contract Time.

In scheduling and executing the work, the Contractor shall:

a) Sequence the work commensurate with the Contractor’s abilities, resources and the contract documents. The scheduling of activities is the responsibility of the Contractor.
b) Ensure that Progress Schedules prepared by the Project Scheduler for submission to the Department are in compliance with the Contract. The intent should be that Schedule submissions and accompanying Narratives are timely, complete, accurate, and in compliance with the Contract.
c) Communicate all Contract changes, and decisions or actions taken by the Contractor and all subcontractors, fabricators, etc, that effect the Progress Schedule to the Project Scheduler in a timely manner to allow appropriate development, maintenance, and update of the Progress Schedule.
d) Include all work contained in the Contract and all work directed in writing by the Engineer. Work activities directed by the Engineer to be added to the Contract shall be included in the next Monthly Progress Schedule submission.
e) Assure that Progress Schedule Updates reflect the actual dates that work activities started and completed in the field.
f) Break a schedule activity into multiple activities to reflect a discontinuity in the work if a work activity is suspended in the field and restarted at a later date, and the break between when the work was suspended to when it was resumed is significant compared to the original activity duration.
g) Ensure the Progress Schedule contains all work constraints and Milestones defined in the Contract.

h) Schedule the work using such procedures and staging or phasing as required by the Contract. Work designated as part of separate stages may be performed concurrently with other stages where allowed by the Contract or where approved by the Department.

Failure by the Contractor to include any element of work required by the Contract in the accepted progress schedule does not relieve the Contractor from its responsibility to perform such work.

Errors or omissions on schedules shall not relieve the Contractor from finishing all work within the time limit specified for completion of the contract.

2. Baseline Progress Schedule @ Award

a) The Contractor shall ensure the schedule accurately reflects the proposed approach to accomplish the work outlined in the Contract documents and conforms to all requirements of this specification.

b) The schedule shall define a complete logical plan that can realistically be accomplished, to execute the work defined in the Contract.

c) The schedule shall comply with the work constraints and milestones defined in the Contract as well as all other contractual terms and conditions. The schedule shall be consistent in all respects with the specific interim Time-Related Contract Provisions, and any order of work requirements of the contract documents. The schedule shall meet all interim milestone dates and shall not extend beyond the contract completion date. This submission shall reflect the Contractor’s plan at the time of contract award, and prior to the start of any work. No negative float is allowed in the Baseline Progress Schedule @ Award submission.

d) Detailed Schedule Requirements - As a minimum, the Contractor shall address the following in the Baseline Progress Schedule:

i) Defining Project details and defaults – Within the Dates tab, the “Planned Start” shall be either the Letting Date or the contract Award Date, the “Data Date” shall be the date of Contract Award, the “Must Finish By” date shall be the contract Completion Date. Within the Settings tab, define the Critical Activities as the “Longest Path”. The Project Scheduler role does not have security privileges to change this data in the project Details tab, so requests for changes to this data needs to be forwarded to the CPMSchedulingSection@dot.state.ny.us; include in your request the contract Dnumber and the ProjectID.

ii) Sufficient activities shall be included to assure that there is adequate planning for the entire project. The appropriate number of activities will be largely dependent upon the nature, size, and complexity of the project. In addition to all site construction activities, network activities shall include: activities necessary to depict the procurement/submittal process including shop drawings and sample submittals; the fabrication and delivery of key and long-lead procurement elements; testing of materials, plants, and equipment; settlement or surcharge periods activities; sampling and testing period activities; cure periods; activities related to temporary structures or systems; activities assigned to subcontractors, fabricators, or suppliers; erection and removal of falsework and shoring; major traffic stage switches; activities assigned to the Department and other involved State agencies and authorities, including final inspection; activities to perform punch list work; and activities assigned to other entities such as utilities, municipalities, County government/agencies, and other adjacent contractors. The schedule shall indicate intended submittal dates, and depict the review and approval periods as defined in the Contract Documents for Department review.

The following activities shall be incorporated into the Progress Schedule:
<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Description</th>
<th>Duration (Min)</th>
<th>Follows</th>
<th>Logic Tie</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>00001</td>
<td>Contract Letting Date</td>
<td>0 - Start Milestone</td>
<td>----</td>
<td>SS</td>
<td>NYSDOT</td>
</tr>
<tr>
<td>00005</td>
<td>Preconstruction Schedule Meeting</td>
<td>1 Working Day</td>
<td>00001</td>
<td>SS</td>
<td>NYSDOT</td>
</tr>
<tr>
<td>00010</td>
<td>Preconstruction Meeting</td>
<td>1 Working Day</td>
<td>00001</td>
<td>SS</td>
<td>NYSDOT</td>
</tr>
<tr>
<td>00011</td>
<td>DMWBE Goals Submitted</td>
<td></td>
<td>00001</td>
<td>SS</td>
<td>Contractor</td>
</tr>
<tr>
<td>00015</td>
<td>DMWBE Goals Approved</td>
<td>15 Working Days</td>
<td>000011</td>
<td>FS</td>
<td>NYSDOT</td>
</tr>
<tr>
<td>00020</td>
<td>Contract Award Process</td>
<td>45 Calendar Days</td>
<td>00001</td>
<td>SS</td>
<td>NYSDOT</td>
</tr>
<tr>
<td>00025</td>
<td>Contract Award Date</td>
<td>0 - Finish Milestone</td>
<td>00020</td>
<td>FF</td>
<td>NYSDOT</td>
</tr>
<tr>
<td>00030</td>
<td>Submit Proof of Insurance</td>
<td>1 Working Day</td>
<td>00001</td>
<td>SS</td>
<td>Contractor</td>
</tr>
<tr>
<td>00035</td>
<td>Notification to Proceed</td>
<td>1 Working Day</td>
<td>00025, 00030</td>
<td>FS</td>
<td>NYSDOT</td>
</tr>
<tr>
<td>00040</td>
<td>Submit Safety &amp; Health Plan</td>
<td>1 Working Day</td>
<td>00001</td>
<td>SS</td>
<td>Contractor</td>
</tr>
<tr>
<td>00045</td>
<td>Approve Safety &amp; Health Plan</td>
<td>20 Working Day</td>
<td>00040</td>
<td>FS</td>
<td>NYSDOT</td>
</tr>
<tr>
<td>00050</td>
<td>Contractor Starts Contract Work</td>
<td>0 - Start Milestone</td>
<td>00035, 00045</td>
<td>FS</td>
<td>Contractor</td>
</tr>
<tr>
<td>00055</td>
<td>Set Up Engineer’s Field Office</td>
<td></td>
<td>00035</td>
<td>FS</td>
<td>Contractor</td>
</tr>
<tr>
<td>00060</td>
<td>Prepare &amp; Submit Baseline Progress Schedule @ Award</td>
<td>See Note 1</td>
<td>00005</td>
<td>FS</td>
<td>Contractor</td>
</tr>
<tr>
<td>00065</td>
<td>Review Baseline Progress Schedule @ Award</td>
<td>See Note 2</td>
<td>00060</td>
<td>FS</td>
<td>NYSDOT</td>
</tr>
<tr>
<td>00070</td>
<td>Accept Baseline Progress Schedule @ Award</td>
<td>1 Working Day (see Note 3)</td>
<td>00065</td>
<td>FS</td>
<td>NYSDOT</td>
</tr>
<tr>
<td>00075</td>
<td>Mobilization</td>
<td>20 Working Days</td>
<td>00050</td>
<td>SS</td>
<td>Contractor</td>
</tr>
<tr>
<td>00100</td>
<td>Field Work Begins</td>
<td>0 duration</td>
<td>00050, 00055, 00060</td>
<td></td>
<td>Contractor</td>
</tr>
<tr>
<td>09000</td>
<td>Substantial Completion</td>
<td>0 duration</td>
<td>See definition</td>
<td>FS</td>
<td>Contractor</td>
</tr>
<tr>
<td>09010</td>
<td>Other Agency Inspection</td>
<td>20 Working Days</td>
<td>09000</td>
<td>FS</td>
<td>Others</td>
</tr>
<tr>
<td>09020</td>
<td>NYSDOT Inspection</td>
<td>20 Working Days</td>
<td>09000</td>
<td>FS</td>
<td>NYSDOT</td>
</tr>
<tr>
<td>09030</td>
<td>Punchlist work</td>
<td>20 Working Days</td>
<td>09020</td>
<td>FS</td>
<td>Contractor</td>
</tr>
<tr>
<td>09040</td>
<td>Demobilization</td>
<td>10 Working Days</td>
<td>09020</td>
<td>FS</td>
<td>Contractor</td>
</tr>
<tr>
<td>09100</td>
<td>Project Acceptance by the Engineer</td>
<td>0 duration</td>
<td>09040</td>
<td>FS</td>
<td>NYSDOT</td>
</tr>
</tbody>
</table>

Note 1 – Use Timeframe required in Table 2 column 1 of specification for Item 639.1022 xx.
Note 2 – Use Timeframe required in Table 2 column 2 of specification for Item 639.1022 xx.
Note 3 – Acceptance Date should not exceed Timeframe from Notice of Award required in Table 2 column 3 of specification for Item 639.1022 xx.
The Logic Tie shown shall be used as a relationship to the predecessor activities contained in the column named Follows.

iii) Work Breakdown Structure (WBS) - A multi level hierarchal WBS shall be incorporated. The levels (nodes) shall include, but not be limited to:

- **Level 1** - is the project level;
- **Level 2** - shall have three nodes; Preconstruction Activities, Construction Activities, and Post Construction Activities;
- **Level 3** - Preconstruction activities shall have two sub nodes; Submittals/Shop Drawing Activities, and Procurement /Fabrication Activities;
- Construction activities shall be broken into nodes for various geographic “Areas” of work within the project limits;
- **Level 4** - the Areas of work shall have sub nodes for the various Stages of work;
- **Level 5** - the Stages of work shall have sub nodes for the various highway features: bridges, highway segments, interchanges, intersections/roundabouts, etc;
- **Level 6** - the highway features should be broken into their components (a bridge into components such as Piles, Substructure, Superstructure), and a highway segment into components such as pavement, drainage, earthwork, lighting, traffic signals, etc.

An example Work Breakdown Structure is shown below in Figure 1

**FIGURE 1**
iv) **Activity ID** - Include a unique identification number for each activity. Activity ID numbers shall not be changed, or reassigned.

v) **Activity Name** - Clearly and uniquely define each activity name with a description of the work that is readily identifiable to inspection staff and the progress of each activity can be measured. Each Activity shall have a narrative description consisting at a minimum of a verb or work function (i.e. form, pour, excavate, etc), an object (i.e. slab, footing, wall, etc), and a location (i.e. STA, bridge or retaining wall number, street, etc). The work related to each Activity shall be limited to one Area of the contract, one Stage of the contract, one WZTC Phase of the contract, and one Responsible Party of the contract.

vi) **Milestone Activities** - Include activities for all contract milestones that define significant contractual events such as Contract Award, Notice to Proceed, Contractor Start Work, Substantial Completion, Physical Completion, Contract Completion, and coordination points with outside entities such as utilities, State agencies, Authorities, municipalities, Time-Related Contract Provisions, etc.

All milestone activities in the schedule shall be assigned the standard Global calendar named ‘NYSDOT Milestone/Curing 365 Day / 8 hour”, this calendar should also be assigned to any activities for concrete curing.

- The Contract Award milestone shall have a primary constraint of “Finish On” and the date of Contract signature by the State Comptroller,
- The Contract Completion milestone shall have a primary constraint of “Finish on or before” and the contract Completion Date.
- The Contractor Start Work” Start milestone activity, that will eventually reflect the actual date the Contractor started work authorized under the contract.

vii) **Activity Durations** – Define the Original Duration of each activity in units of whole work days, except for activities of less than one day duration which should be shown in units of tenths of a day. Except submittal/procurement activities, durations shall not exceed 15 work days unless approved by the Engineer. Durations for Department submittal reviews shall meet the requirements set forth in the contract documents. If requested by the Engineer, the Contractor shall justify the reasonableness of planned activity time durations.

viii) **Activity Relationships** - Clearly assign predecessors and successors relationships to each activity, and assign appropriate logic ties between activities (Finish to Start, Start to Start, Finish to Finish, etc). Do not have any open ended activities, with the exception of the first activity and last activity in the schedule. An activity may only appear once as a predecessor or successor to another specific activity, but may be assigned as a predecessor or successor to many different activities. Do not include inappropriate logic ties with Milestone activities (i.e. – a finish milestone activity, and a predecessor assigned with a Finish to Start logic tie; or a start milestone, and a successor assigned with a Finish to Start logic tie). Lag time may not exceed 10 days. The Contractor shall not use negative Lag times.

ix) The Contractor shall assign the “Contract Award Date” activity as a predecessor to all Review and Approval type activities to be performed by Department staff.

x) **Activity Constraint Dates** – The Contractor shall not have any constrained activities, with the exception of contractual dates, unless the Engineer accepts such constraints in writing. Milestone activities shall be included for the Contract Award which shall have a primary constraint of “Finish On” and the date of contract signature by the State Comptroller, and for the Contract Completion which shall have a primary constraint of “Finish on or before” and the contract completion date indicated in the contract documents. Only contractual/owner-designated constraints are allowed unless specifically authorized by this specification or the Engineer.

xi) **Activity Dates** – With the exception of contract Milestone dates, “Actual Start” and “Actual Finish” dates and “Planned Start” and “Planned Finish” dates, activity dates shall be calculated by the project scheduler tool within the Primavera software. No Actual Start or Actual Finish dates
shall be entered in the Baseline Progress Schedule @ Award, with the exception of activities that were completed prior to the Contract Award.

xii) **Calendars** - Use clearly defined calendars that account for expected seasonal weather conditions (including winter shutdown periods) and environmental permit requirements, for the planning and scheduling of activities. Do not incorporate an activity with a description of “Winter Shutdown” that requires constraints. Provide the working days per week, holidays, the number of shifts per day, and the number of hours per shift by using the Calendar modifier in the P6 software. Incorporate any seasonal restrictions to the work within calendars assigned to activities.

- Calendars related to specific resources (i.e., a specific person or piece of equipment) shall be established as Resource Calendars, with the Calendar name clearly identifying the resource.
- All other calendars developed by a Contractor shall be established as Project Calendars, with the calendar name including the contract D# and describing the function (i.e., D260000 - Asphalt Calendar, D260000 - Concrete Calendar, D260000 - Landscape Calendar, D260000 - Painting Calendar, D260000 – Contractor’s 5 Day/8 Hour Workweek). All work activities of the Contractor shall be assigned to Project Calendars.
- Any Global calendars used in the progress schedule shall be those established by the Department. There are only two Global Calendars developed and maintained by the Department for use by Contractor’s, they are the following:
  - NYSDOT Milestone/Curing 365 Day / 8 hour
  - State Business Days, 5 Day Work Week w/State Holidays, Field

Changes desired for these calendars shall be forwarded to CPMschedulingSection@dot.state.ny.us, and if appropriate these changes will be performed by the Office of Construction system admin staff. This will be accomplished by making a copy of the existing Global calendar, then the new calendar will be renamed and modified as necessary.

- Activities for shop drawing reviews and other approvals by Department personnel shall be assigned the Department’s standard Global – “State Business Day, 5 Day Work Week w/State Holidays, Field” Calendar that reflects all holidays observed by the State.

xiii) Clearly define significant interaction points between the Contractor, the Department, and other entities including but not limited to: Federal, State and local agencies/authorities; and utilities. All activities of the Department, utility companies, adjacent contracts, and other entities that affect progress and influence any contract required dates including durations shall be shown in the schedule. This includes dates related to all Permits or Agreements. The schedule shall give special consideration to sensitive areas such as road closures and parklands and shall indicate any time frames when work is restricted in these sensitive areas as outlined in the permits issued by the regulatory agencies, and provided in the contract documents.

xiv) **Activity Resources** – The Contractor will generally not be required to develop Labor resources, Equipment resources or Contract Pay Item resources in the Resource Dictionary, or assign them to schedule activities. The Contractor may be required by the Engineer to assign Labor and Equipment resources if submitting a Progress Schedule when contract milestone activities are projected to have Early Completion dates, as described in paragraph I of this specification. The Contractor will not be required to assign costs to resource assignments in the schedule. The Department will assume when reviewing the schedule that the Contractor’s resources are unlimited; unless the Contractor either assigns equipment, labor and contract pay item resources to each activity in the schedule (and performs resource leveling), or indicates in the schedule narrative what resource limitations are present. If labor, equipment and contract pay item resources are not assigned to activities in the schedule, it shall be the Contractor’s responsibility to assure the activity logic in the schedule properly reflects their resource limitations. If labor and equipment resources are not assigned to activities in the schedule, and the Contractor anticipates multiple crews for the same schedule activity, these resources shall be documented in
the schedule narrative. As an activity can have only one responsible party, no activity shall involve multiple crews comprised of the Contractor and a subcontractor, or multiple subcontractors.

xv) **Activity Codes** – The Contractor shall include a well-defined activity coding structure that allows project activities to be sorted and filtered. Activity Codes shall include, but not be limited to: Responsible Party; Stage; Area of Work; Type of Work; Subcontractor; and additionally as required by the Engineer to meet the needs of the specific contract work to facilitate the use and analysis of the schedule.

- No Global Activity Codes shall be incorporated in any progress schedule submission to the Engineer except those established by the Department.
- The Global activity codes established by the Department shall be used to the maximum extent practicable. The Contractor shall assign the appropriate activity code values to each activity in the progress schedule for the following Global Activity Codes that are in the Department’s enterprise database:
  1) RESPONSIBLE PARTY (DOT GLOBAL)
  2) STAGE (DOT GLOBAL)
  3) AREA (DOT GLOBAL)
  4) TYPE OF WORK (DOT GLOBAL)
  5) PAY ITEM (DOT GLOBAL)
  6) CHANGED (ADDED/DELETED) WORK (DOT GLOBAL)
  7) TIME Related Clauses (DOT GLOBAL)
  8) DELAY (DOT GLOBAL)

- Additional Activity Codes developed for specific projects shall be established as Project Activity Codes.

xvi) **Activity Code Values** – Each Activity Code shall be broken down into various Activity Code Values that are then assigned to activities. For example, the Activity Code “Stage” shall include a hierarchal arrangement of Activity Code Values as shown below in Figure 2:

**FIGURE 2**
xvii) **Activity Code Assignments** - For each activity, within the activity details the Contractor shall assign Activity Code values to identify the “Responsible Party” (i.e. – Contractor, NYSDOT, Utility Co, Municipality) for the work to be performed (one and only one responsible party shall be assigned to each activity), the “Stage” of the contract for the work that will be performed, the “Area” where the work is to be performed, the “WZTC Phase”, and the Type of Work (i.e. - Procurement, Paving, Embankment, Excavation, Electrical, Signing, etc). For activities included in work governed by time-related contract provisions, the appropriate “Time Related” activity code shall be utilized. For activities included in work added and/or changed within an Order-On-Contract, the appropriate “Added/Changed Work” code shall be utilized. For all work activities performed by the Contractor or subcontractors/fabricators/suppliers, “Contractor” shall be designated as the Responsible Party. If the Contractor wants a separate activity code to enable sorting the activities of subcontractors, fabricators, or suppliers a separate “Subcontractor” code shall be utilized.

xviii) **Interim Milestone Dates with Liquidated Damages and Special Time-Related Contract Provisions** (i.e. – A+B Bidding, Incentive/Disincentive provisions, Lane Rental) – Each time-related contract provision in the contract shall be represented in the progress schedule by having a start and finish milestone, with appropriate predecessors and successors assigned to all schedule activities considered part of that time-related contract provision work including the start and finish milestone activities. In addition, the Start milestone for the time-related contract work shall have predecessors and/or date constraints assigned that include those defined in the contract documents, and the Finish milestone for the time-related contract work shall have successors and/or date constraints assigned that include those defined in the contract documents. All schedule activities associated with each specific time-related contract provision shall be assigned to a separate node within the project WBS and the WBS node description shall be labeled accordingly, in addition these activities shall be assigned the appropriate Time-Related Clauses (DOT GLOBAL) activity code value. A Level Of Effort activity shall be used for each time related contract provision (i.e - “Incentive 1 Duration” or “B Clock 1 Duration”), this activity shall have the Start Milestone as a predecessor with a SS relationship and the Finish Milestone as a successor with a FF relationship and the duration of this activity shall be calculated when the project is scheduled.

xix) **Narrative** - Include a narrative in Microsoft Word and/or Adobe Acrobat format that describes:

- The Contractor’s general approach to construct the Work outlined in the baseline schedule. Address the reasons for the sequencing of work and describe any resource limitations, potential conflicts, and other salient items that may affect the schedule and how they may be resolved.
- If not provided in the contract plans, or if modified by the Contractor, provide copies of the appropriate contract plan sheets marked up as Key Plans, to correlate values on the contract plans (for Area of Work, Stage of Work, and WZTC Phase) to the Contractor’s planned breakdown of the project (ie- Activity Codes, Activity Descriptions) for scheduling purposes.
- The justification(s) for each activity with a duration exceeding 15 working days.
- The reason for any lags assigned to any activities.
- The justification(s) for Contractor imposed activity constraints proposed in the schedule.
- A list of calendars which have been used in the schedule, along with the general reason for their use.
- The project critical path and challenges that may arise associated with the critical path.
- Anticipated coordination issues related to work activities by other entities, that require additional information from or action by the Engineer.
- Appendix 1 to the narrative shall be the “Schedule Log” report created when the project was scheduled.
Appendix 2 to the narrative shall be an electronic schedule plot (Adobe Acrobat format) using the Global Layout named “Baseline Schedule submission”, with activities sorted by Start Date in ascending order, Grouping of activities by WBS, and only the “Longest Path” filter applied. This plot shall provide a clear critical path from the Data Date to the last activity in the schedule.

xx) **List of Submittals** – The Contractor shall submit with the Progress Schedule a list of all Submittals (i.e. - Shop Drawings, required permits, Erection/Demolition plans, Heath and Safety Plan, etc.) generated from the Baseline Progress Schedule for review and approval by the Engineer. The Contractor shall use a Filter to limit the schedule activities shown in the report to only the prepare/submit, and review/approve activities related to submittals. For construction contracts that utilize Primavera Contract Manager, Shop Drawing submittal activities in the Progress Schedule shall be at the Submittal Package level. The report shall be in Adobe PDF format and transmitted to the Engineer by email.

e) **Schedule Submission**

i) Within the timeframe indicated in Table 2 column 1, submit one electronic copy of the Baseline Progress Schedule @ Award in a Critical Path Method (CPM) format for the Engineer’s review and acceptance.

<table>
<thead>
<tr>
<th>Timeframe from receipt of Notice of Award to Submission of complete Baseline Schedule. (Column 1)</th>
<th>Timeframe for Engineer’s Review (Column 2)</th>
<th>Timeframe from Notice of Award to acceptance by the Engineer not to exceed (Column 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>10</td>
<td>40</td>
</tr>
</tbody>
</table>

ii) The Engineer will review the schedule and return it, accept it with comments, or reject it within the timeframes indicated in Table 2 column 2, following the date of receipt of the Contractor’s submission.

iii) If the schedule is returned with comments, the Contractor shall address all comments and revise the schedule as necessary. The Contractor shall complete the Final Baseline Progress Schedule @ Award and obtain the acceptance of the Engineer within the timeframe required in Table 2 column 3.

iv) If the schedule is accepted by the Engineer without any comments, the Contractor shall copy the schedule and rename it for submission as the Final Baseline Progress Schedule @ Award.

v) In no way does the Baseline Progress Schedule modify the contract documents.

vi) The Contractor shall assign appropriate Activity Codes and provide custom Layouts, Filters, and/or report formats necessary to allow the Engineer to generate a report from the each Progress Schedule submission of all submittals required under the contract (i.e., shop drawings, required permits, erection/demolition plans, etc). The list shall show scheduled submission date, review date, and acceptance date for each submittal and identify the earliest activity affected by each of these submittals. This list shall be generated from each Progress Schedule submission until all such activities are completed.

3. **Final Baseline Progress Schedule @ Award**

a) If the Baseline Progress Schedule @ Award is returned to the Contractor with comments, the Contractor shall make a copy of the schedule and rename it as the Final Baseline Progress Schedule @ Award with comments addressed and revisions made as necessary. The Contractor shall complete the Final Baseline Progress Schedule @ Award and obtain acceptance of the Engineer within the
ITEM 639.10220001 – CPM (CRITICAL PATH METHOD) PROGRESS SCHEDULE - Type 2

   a) First Monthly Progress Schedule Submission – Within three State Business Days following acceptance of the Final Baseline Progress Schedule @ Award or the closing date for the first months contract payment period whichever is later, the Contractor shall perform a Progress Schedule Update to reflect the status of all activities where work was performed in the time period between the start of work and acceptance of the Final Baseline Progress Schedule @ Award. This shall include actual dates entered in the Actual Start and Actual Finish columns, and percentage of work complete for uncompleted activities, in addition the Contractor shall incorporate any Progress Schedule Revisions that reflect any changes in how future work activities are to be completed.
   b) Subsequent Monthly Progress Schedule Submissions - On a monthly basis, the Contractor shall submit a copy of the current Progress Schedule that includes all Progress Schedule Revisions and Progress Schedule Updates to reflect the actual and planned prosecution and progress of the contract work. Progress Schedule Updates shall reflect the status of activities that have commenced or have been completed, including the following items: (a) actual dates in activity Actual Start and Actual Finish columns as appropriate; (b) actual Remaining Duration for activities commenced and not complete; and (c) actual activity Suspend or Resume dates for activities commenced and not complete. Progress Schedule Revisions reflect modifications made to activities in the current project baseline schedule in any of the following items: (a) activity Original Duration; (b) changes in logic connections between activities; (c) changes in Constraints; (d) changes to Activity Descriptions; (e) activity additions or deletions; (f) changes in Activity Code assignments; (g) changes in activity Resource assignments; and (h) changes in Calendar assignments. All "Out of Sequence" activities noted in the scheduling log shall be corrected to reflect the current construction operations.
   When preparing a formal submission of the progress schedule, the Contractor shall make a copy of the current Progress Schedule and name it according to the file naming convention provided by the Department in Table 1.
   c) Additional Schedule Requirements - In addition to the schedule requirements detailed for the submission of the Baseline Progress Schedule @ Award, the following shall be provided by the Contractor:
      i) Data Date - the “Data Date” shall be the date the Project Scheduler last edits the schedule prior to submission to the Engineer (generally the last working day of the contract payment period). The Project Scheduler can modify the project’s Data Date through the Schedule tool.
      ii) Activity Status -
         a. Durations – the Original Duration shall not be changed without prior written justification by the Contractor, and written approval by the EIC. The Contractor shall edit the Remaining Duration to reflect progress made on work activities, and shall not use Duration %. If a proposed change to Original Duration is due to additional or changed work to the contract the Contractor shall instead add an activity to reflect this additional work, and assign the appropriate Activity Code.
         b. Started and Finished dates – for each activity where work was started during the month, the Contractor shall enter the date the work Started. For each activity where work was completed during the month, the Contractor shall enter the date the work Finished.
         c. Suspended work – The first time that work has been suspended on a schedule activity, the Contractor shall enter the Suspend and Resume fields within the Project Details under the
Status tab. For any subsequent suspensions of work to that activity the Contractor shall break that activity into two or more activities to accurately reflect the suspension and resumption of work dates in the field, and to more accurately reflect the relationship to other work activities.

iii) Activity Resources – For each activity that resource limitations are affecting the prosecution of work, as determined by the Engineer, labor and equipment resources shall be entered in the schedule. Unit costs or pricing is not required. Labor Resources shall identify resources that encompass direct labor at the Crew level (i.e. – Grade Crew 1, Paving Crew 1, Pipe Crew 1, Bridge Footing Crew 1, Bridge Deck Crew 1, etc), the makeup of the Crew shall include the various Labor classes and equipment that comprise the Crew along with the quantity of each labor class and type of equipment. The Contractor shall provide the makeup of each Crew in the Schedule Narrative, and assign those Crews to the appropriate activities in the Progress Schedule. Equipment resources shall be shown for major or specialty equipment such as tower cranes, pile drivers, barges, asphalt pavers, concrete pavers, dozers, front end loaders, backhoes, rollers, excavators, graders, long line striping trucks or other equipment that cannot be rented easily.

d) Monthly Progress Schedule Narrative - For each Monthly Progress Schedule submission, the Contractor shall submit a narrative in Microsoft Word, or Adobe Acrobat format that includes, but is not limited to: (The narrative may be an annotated copy of the Claim Digger Report that includes the information below.)

i) The contract D number, project name, project location, and name of Prime Contractor.

ii) Actual contract Award Date, current contract Completion Date, and scheduled completion of all project work.

iii) Any contact Interim Milestone dates (I/D, B-Clock, LD, etc), and scheduled Start and Finish dates for those Milestone activities.

iv) List all activities on the Critical Path (include Activity ID’s and Activity Descriptions) where work is currently being delayed, and for each such activity provide detailed information including:
   • the events that caused the delay.
   • the party(s) responsible for the delay event(s).
   • the number of days the activity has been delayed (negative float).
   • the activities in the construction schedule affected by the events.
   • the reasonable steps needed to minimize the impact of the delay, and which party needs to take the action(s).

v) List any other problems experienced during this Progress Schedule submission period, the party responsible for the problems, and the Contractor’s intentions to resolve the problems.

vi) List all activities for procurement of long lead time materials that are behind schedule and the reason(s) why.

vii) For major work items describe the differences between the actual work performed and the work planned for the period as represented in the preceding Progress Schedule submission, including explanations for the deviations.

viii) For all suspended work activities that could otherwise logically be progressed, identify the responsible party prohibiting the progression of the work, as well as the detailed reasons why.

ix) Description of any changes to the critical path since the last Monthly Progress Schedule submission and the impacts of such changes.
x) Change to State Owned Float and/or Contractor Owned Float based on changes to the critical path.

xi) List of all added or deleted activities included in this Monthly Progress Schedule submission, and the reason(s) for and the impact(s) of such changes.

xii) List all changes in activity Original Durations, the justification for such change(s), and the impact(s) of such changes.

xiii) List all changes in relationships between activities included in this Progress Schedule submission, and the reason(s) for and the impact(s) of such changes.

xiv) List any addition or deletion of activity or project constraints, and the reason(s) for and the impact(s) of such changes.

xv) List all changes to the project calendars, and the reason(s) for and the impact(s) of such changes.

xvi) The major work elements, as defined in the WBS, to be accomplished during the next monthly work period.

xvii) Any potential problems that are anticipated for the next monthly work period and the proposed solutions to such problems. Identify potential problems or risks that either the Department or Contractor may be potentially responsible for. Explain what action the responsible party (i.e. - Department or Contractor) needs to take and the date by which time the action needs to taken to avoid the problem.

xviii) Any planned acceleration of activities that the Contractor anticipates to undertake within the next monthly work period that either the Department directed, or that the Contractor believes is necessary.

xix) The following appendix in Adobe Acrobat PDF file format, formatted to fit ANSI Size D paper (610 mm x 914 mm) (24 inch x 36 inch) paper, shall be included with the narrative.

● APPENDIX 1 – A listing of all work activities as of the data date, using the Classic Schedule Layout, sorted by Early Start Date, Total Float in increasing order, showing the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Early Start date, Early Finish date, Start date, Finish date, and Calendar ID. The grouping of activities shall be by Area, Stage, WZTC Phase, and Type of Work. The Gantt Chart shall clearly indicate the project critical (longest) path. Graphical representations shall be shown at a suitable scale to be legible and readable.

The following appendices in Adobe Acrobat PDF file format, formatted to fit 216 mm x 279 mm size (8.5 inch x 11 inch) paper, shall be included with the narrative.

● APPENDIX 2 – A complete Scheduling/Leveling Report (SCHEDLOG.TXT file generated by the Department’s Primavera scheduling software application) which includes the Schedule Settings, Statistics, Errors, Warnings, Scheduling/Leveling Results, Exceptions, Activities with unsatisfied constraints, Activities with unsatisfied relationships, and Activities with external dates. The statistics shall include, # of Activities, # of Activities Not Started, # of Activities In Progress, # of Activities Completed, # of Activity Relationships, and # of Activities with Constraints. Total number of activities on the critical path, percent complete, activities without predecessors, activities without successors, and activities out of sequence.

● APPENDIX 3 – Claim Digger Report (generated by the Primavera software application) providing a comparison between this Progress Schedule submission and the previous Progress Schedule submission.

e) The Contractor shall include a Time Impact Analysis (TIA) with any request for an extension of contract time.

f) Schedule Submission - The Contractor shall submit the Monthly Progress Schedule to the Engineer monthly using the closing date for the monthly contract payment. The schedule submission to the Engineer shall be made within three (3) State Business Days of the Data Date, whether or not the Engineer has accepted the previous Monthly Progress Schedule submission. Schedule submittals will only be considered complete when all documents and data have been provided.
Immediately prior to submitting the schedule the Project Scheduler shall “Schedule” the project, when scheduling the project the Scheduling Options shown in Figure 3 shall be used unless approval to vary from these settings is given by the Engineer, or if the schedule has an Early Completion Date(s) as outlined in paragraph I of this specification the option to Level Resources during Scheduling shall be checked. The Project Scheduler shall use the same Scheduling Options for all Progress Schedule submittals for the duration of the contract, unless directed otherwise by the Engineer.

FIGURE 3

Schedule Options

- Ignore relationships to and from other projects
- Make open-ended activities critical
- Use Expected Finish Dates
- Schedule automatically when a change affects dates
- Level resources during scheduling
- Recalculate assignment costs after scheduling

When scheduling progressed activities use
- Retained Logic
- Progress Override
- Actual Dates

Calculate start-to-start lag from
- Early Start
- Actual Start

Define critical activities as
- Total Float less than or equal to 0.0
- Longest Path

Compute Total Float as
- Finish Float - Late Finish - Early Finish
- Calendar for scheduling Relationship Lag
- Predecessor Activity Calendar

**g)** Schedule Submission Method - The Contractor shall submit the schedule to the Engineer electronically for review and acceptance. The filename shall conform to the requirements of Table 1. The Project Scheduler can change the Project ID and Name through the WBS at the top node, as they do not have privileges to edit data through the Project Details tab. The Contractor’s submission shall be documented by an E-mail to the Engineer, with a copy to CPMSchedulingSection@dot.state.ny.us and all appropriate project participants, that the project schedule on the network is ready for review. The Contractor’s E-mail to the Engineer shall also consist of the following:

i) The subject of the E-mail shall include the Region #, contract D number, the Project Name, the Progress Schedule’s ProjectID, and construction company name. (i.e. – Region 8, D260000, Rehabilitation of Main Street viaduct, D260000-1UD2, ABC Contractors)

ii) The E-mail message shall include the name of the EIC, the current anticipated Finish date of the last activity in the project schedule, a statement as to how that date compares to the current Contract Completion Date, and the name of the Area Construction Supervisor.

iii) Electronic files of all Narrative Reports and required attachments associated with the schedule shall be submitted by the Contractor in Adobe Acrobat format.
5. **As-Built Progress Schedule.** The Contractor shall submit the As-Built Progress Schedule with Actual Start and Actual Finish dates for all activities, within ten (10) State Business Days following final acceptance of work by the Regional Director.

6. **Look-Ahead Schedule.**

   Except during winter shutdown periods the Contractor shall prepare a Look-ahead Schedule as either a plotted report from the current progress schedule, or as a narrative report, and provide it to the EIC on a weekly basis, or if approved by the Engineer on a mutually agreed upon interval. The Look-ahead schedule shall include work activities planned for the next one or two week period, as determined by the Engineer, and shall include, but is not limited to: anticipated lane closures, road closures and detours, environmental issues, and utility issues. The Engineer will provide the Project Scheduler with guidelines for determining the begin dates and end dates for the one or two week reporting periods, along with the how the plotted schedule report or narrative report shall be formatted.

   The Department generally uses this Look-ahead schedule to facilitate communication with other Federal or State agencies, local municipalities, utility companies, railroads, emergency service providers, public news media and other affected parties.

**E. Progress Schedule Review and Analysis:**

1. **Immediate Rejection of Progress Schedule Submissions.**

   The following deficiencies in a Contractor’s progress schedule submission shall be grounds for the immediate rejection by the EIC, without further review, analysis and/or comments.

   a) Failure of the Project Scheduler to “schedule” the project, as of the data date.

   b) Failure to attach a copy of the complete Scheduling/Leveling Report (SCHEDLOG.TXT file generated by Primavera software application).

   c) Any activities without predecessors, or activities without successors, appearing in the Scheduling/Leveling Report with the exception of the first and last activity in the schedule.

   d) Any activity constraints appearing in the Scheduling/Leveling Report that have not been approved in writing by the EIC, or that are not specifically allowed by this specification.

   e) Any Activities with Actual Dates > Data Date appearing in the Scheduling/Leveling Report.

   f) Any Milestone Activities with invalid relationships appearing in the Scheduling/Leveling Report.

   g) Failure to have a clearly defined Critical Path from the Data date to the last activity in the schedule, using the Longest Path method. This would reflect logic errors in the project schedule.

   h) Failure to attach the schedule Narrative and required appendices.

   i) Failure to attach the Claim Digger Report (generated by the Department’s Primavera scheduling software application) providing a comparison between this Progress Schedule submission and the previous Progress Schedule submission. (Not required for baseline submissions)

   If any of these deficiencies are found, the Contractor’s submission shall be considered deficient, and Engineer will notify the Contractor immediately by return E-mail of the rejection of the schedule submittal.

   If the Contractor fails to submit a CPM Progress Schedule conforming to the provisions required under this specification, to the degree that such failure is deemed by the Regional Construction Engineer to adversely affect the management of the project and/or the administration of the construction contract, liquidated damages will be assessed as determined under Basis of Payment.

2. **Schedule Analysis Method.**

   Events, actions, and progress that cause delays or gains to the Progress Schedule will be analyzed solely by the "Contemporaneous Period Analysis" method.
3. **Project Progress Meetings.**

One topic of the regular progress meetings held by the Engineer and attended by the Contractor shall be a review of the Weekly Status Report generated from the Progress Schedule. The Contractor shall be represented by the Field Superintendent and Project Scheduler. The Project Scheduler shall bring a copy of the printed plot of the current Weekly Status Report to the progress meeting, the report shall show the current anticipated schedule for all remaining work with the critical path activities highlighted.

a) The review of the Status Report serves as the forum to discuss project progress and delays, suggested remedies, necessary Progress Schedule revisions, coordination requirements, change orders, potential Contractor time extension requests, and other relevant issues. If contract work is falling behind the Progress Schedule, the responsible party (i.e.- Contractor or Department) shall be ready to discuss what measures it will take in the next thirty (30) days to put the work back on schedule so as to meet the contract completion date specified in the contract.

b) Items of discussion will include, but are not limited to: project progress; schedule progress; near term and long-term schedule issues, including RFIs, Shop Drawing submittals, permit work, utility relocations, mitigation work; project issues and risks; proposed solutions; and any relevant technical issues that are schedule related.

c) At the meeting the Project Scheduler shall compile an action item list that describes who is responsible for existing or pending issues and the date by which the issue needs to be resolved to avoid delays. The Contractor shall forward a copy of the action item list to the Engineer within 2 business days following the meeting.

4. **Department Review and Acceptance of Progress Schedules.**

The Engineer will review the Monthly Progress Schedule submissions and will prepare a written response (Progress Schedule Review Report) to the Contractor’s submission within five (5) State Business Days following receipt of the Contractor’s complete schedule submission. The Engineer will either “accept” the schedule, “accept as noted”, or “reject” the schedule for re-submittal by the Contractor.

If the Progress Schedule submission is not in compliance with contract requirements, the Engineer may reject the submittal and shall forward any comments and requests for schedule revisions to the Project Scheduler with a copy to the Contractor. The Project Scheduler shall address all comments in writing and/or make the requested revisions, and resubmit the revised schedule within three (3) State Business days of the Engineer’s reply. If the Engineer determines the revised submission still does not meet the contract requirements, any further revisions required thereafter shall also be submitted for acceptance within (3) business days of the request for revisions by the Engineer.

For schedules that are “accepted as noted” the Engineer shall forward any comments, or requests for revisions, to the Contractor. The Project Scheduler shall address all comments in writing and/or make the requested revisions as part of the next scheduled Progress Schedule submission.

The Project Scheduler shall make adjustments to the Progress Schedule in accordance with the Engineer’s comments and resubmit copies for review consistent with the requirements of this section.

The Engineer, by accepting the progress Schedule, does not agree that the Progress Schedule is reasonable or that by following the Progress Schedule the Contractor can complete the work in a timely manner. If, after a Progress Schedule has been accepted by the Engineer, either the Contractor or the Engineer discover that any aspect of the Schedule is in error, or something significant has been omitted, the Contractor shall correct the Progress Schedule in the next Progress Schedule submission and describe this revision in the Narrative report.

Acceptance of progress schedules by the Engineer shall not be construed to imply approval of any particular construction methods or sequence of construction or to relieve the Contractor from its
responsibility to provide sufficient materials, equipment and labor to guarantee the completion of the contract in accordance with the contract documents.

Acceptance of the progress schedule by the Engineer does not attest to the validity of assumptions, activities, relationships, sequences, resource allocations, or any other aspect of the progress schedule. Within the contractual constraints, the Contractor is solely responsible for the planning and execution of the work.

Acceptance of the progress schedule by the Engineer shall not be construed to modify or amend the contract agreement or the date of completion therein. Completion dates can only be modified or amended by standard contractual means, through an official HC-250b Request For Extension of Completion Date.

If any resources are included in the Progress Schedule, it is not intended that the Engineer, by accepting the schedule should use the Contractor’s resource data for anything other than determining the reasonableness of achieving the Contractor’s production rates. Resources included with the accepted CPM schedule shall not be misconstrued as a cost benchmark for the performance of planned or actual work.

Once the progress schedule has been accepted, the Contractor shall not deviate from it without first notifying the Engineer in writing.

Upon receipt from the Contractor of the corrected schedule, a new review period by the Engineer of five (5) State Business days will begin.

F. Changes to Progress Schedule due to Added/Deleted/Changed Work:

1. Changes to the contract. In the event a notice of a change to the contract is received, the appropriate changes to the progress schedule shall be made, as necessary, to incorporate the anticipated added/deleted/changed work and the Contractor shall notify the Engineer in writing within 10 (ten) calendar days if there is any effect of such change to the schedule. Change to the contract includes, but is not limited to, extra work, Agreed Prices, Orders on Contracts, Suspensions of Work Directed by the Engineer, Changed Condition, and Value Engineering Change Proposals. Added, deleted and/or extra work associated with Orders On Contract shall be reflected in the next Monthly Progress Schedule Submission in anticipation of and prior to the date in which the work physically takes place without regard to the dates when the actual Order On Contract was approved. The effect of the change to the contract on the projects Critical Path shall be stated. Extra work or additional work that does not affect the controlling operation on the critical path will not be considered as the basis for a time extension. All schedule activities effected by added, deleted or changed work that is included in a signed Order-On-Contract, Field Change Order, or Authorization of Extra Work (with the exception of minor quantity changes that do not impact contract milestones), or work activities performed by the Contractor at risk in anticipation of such Department approval, shall be assigned the appropriate Activity Code (Added/Changed Work) and Code Value (sequentially numbered) to denote which “Changed Contract Work” order number correlates to those activities of work.

2. Time Impact Analysis.
   A Time Impact Analysis (TIA) shall be submitted to the Engineer for each request by the Contractor for an adjustment of contract time, or when the Contractor or Engineer consider that an approved or anticipated change to the contract may impact the critical path and contract progress by more than a calendar month. The TIA shall be based on a revised Progress Schedule and shall be submitted as an electronic file (using Microsoft Word for the narrative) containing:
a) The TIA shall illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone, as appropriate.
b) The analysis shall use the accepted Monthly Progress Schedule that has a data date closest to and prior to the event as the “Current Baseline”, this shall then be compared against the “What-if Project Plan Baseline” for the purpose of the TIA.
c) If the Engineer determines that the accepted schedule used does not appropriately represent the conditions prior to the event, the accepted schedule shall be updated to the day before the event being analyzed.
d) The TIA shall include an impacted schedule (“What-if Project Plan Baseline”) developed from incorporating the actual or anticipated event into the accepted schedule by adding or deleting activities, or by changing durations or logic of existing activities.
e) If the impact schedule shows that incorporating the event negatively modifies the critical path and scheduled completion date of the accepted schedule, and the Engineer accepts the impacted schedule, the difference between scheduled completion dates of the two schedules shall be equal to the proposed adjustment of contract time.
f) The Engineer may construct and utilize an appropriate project schedule or use another recognized method to determine adjustments in contract time until the Contractor provides the TIA.
g) The Contractor shall submit a TIA within fifteen (15) State Business Days of receiving a written request for a TIA from the Engineer.
h) The Contractor shall allow the Engineer ten (10) State Business Days after receipt to accept or reject the submitted TIA. All accepted TIA schedule changes shall be included in the next Monthly Progress Schedule submission.
i) If a TIA submitted by the Contractor is rejected by the Engineer, the Contractor shall meet with the Engineer to discuss and resolve issues related to the TIA. If agreement is not reached, the Contractor will give notice in conformance with §104-06 Notice & Recordkeeping, and submit in accordance within the provisions in §105-14.E "Required Content of Dispute Submissions”.
j) The Contractor shall only show actual as-built work, not unapproved changes related to the TIA, in subsequent Monthly Progress Schedules submissions. If agreement is reached at a later date, approved TIA schedule changes shall be included in the next Monthly Progress Schedule submission.
k) Request for a contract time extension will not be processed until the receipt and approval of a Time Impact Analysis.

G. Failure to Submit Progress Schedules and/or Recovery Schedules:
1) No progress payment for this item of work shall be made until the progress schedule is “accepted” or “accepted as noted” by the Engineer.
2) If the Contractor’s Progress Schedule submission is rejected due to any deficiency noted in paragraph E.1(a) through (i), it shall be considered an incomplete submission and therefore substantially deficient.
3) If the Contractor’s revised Progress Schedule submission does not address the written comments provided by the Engineer, and does not include a written explanation with a reasonable rational for not addressing those comments, the submission shall be considered deficient.

H. Recovery Schedule
1) If the latest completion time for any work on the current Progress Schedule results in an activity being delayed ten percent or more of the time beyond the required Contract duration or any specified Milestone duration, as adjusted if appropriate, the Engineer may require the Contractor to submit a Recovery Schedule and written description of the plan to recover all lost time and maintain the required Completion Date or specified Interim Milestone Date(s).
2) With the Recovery Schedule the Contractor shall submit a narrative that identifies where additional labor and/or equipment resources will be allocated. Alternately, the Contractor may elect to provide
the makeup of their Crew resources in the narrative, and assign those Crew resources to the appropriate activities in the Progress Schedule. The makeup of the Crew shall include the various Labor classes and equipment that comprise the Crew along with the quantity of each labor class and type of equipment. Equipment resources shall be shown for major or specialty equipment such as tower cranes, piledrivers, barges, asphalt pavers, concrete pavers, dozers, front end loaders, backhoes, rollers, excavators, graders, long line striping truck or other equipment that cannot be rented easily. Either of these alternatives may be supplemented with a request for a Contract Time Extension. The Contractor shall provide a reasonable plan for accomplishing the work of the contract within the current completion date, or to the requested contract extension date. The Engineer will use the Recovery Schedule to evaluate time extensions, with or without charges.

I. Additional requirements for progress schedules with projected Early Completion date(s):

1) The Contractor may show a projected early completion date on any progress schedule submission provided that all of the requirements of the contract are met. The Contractor may increase early completion time by incorporating a longer work week (6 Day/8 Hr Workweek instead of 5 Day/8 Hr Workweek), adding additional shifts, increasing the number of crews, reallocating resources to be more efficient, or adopting aggressive scheduling and construction management processes.

2) If the Contractor submits a progress schedule that indicates an anticipated early completion date(s) that is/are less than 90% of the specified contract milestone duration, the Progress Schedule submission shall be supplemented with Labor and Equipment resources assigned to every task activity in the schedule. The Contractor shall use resource leveling when scheduling the project and include time-scaled resource histograms with the Progress Schedule submission. The resource allocations must be shown to a level of detail that facilitates report generation based on labor crafts and equipment classes for the Contractor and subcontractors work. The Contractor shall, as a minimum, use average composite crew resources to display the labor loading of on-site construction activities and these crew resources in the resource dictionary shall identify the individual labor crafts comprised within the crew under the Notes tab of the crew resource. The Contractor shall optimize and level labor to reflect a reasonable plan for accomplishing the work of the contract and to assure that resources are not duplicated in concurrent activities.

J. Float

During the course of contract execution, Total Float generated due to the efficiencies of either party (State or Contractor) will generally be considered Project Float that is not for the sole use of the party generating the float; rather it is a shared commodity to be reasonably used by either party. Any party assigned activity responsibility within the schedule has the full use of the Project Float until it is depleted.

However, if the Contractor submits a request for an Early Completion that includes a revised Progress Schedule supplemented with resource allocations for each task activity and time-scaled resource histograms that is accepted by the Department, then Total Float actually resulting from additional Contractor resources, additional work shifts, longer work weeks or adoption of more aggressive scheduling and construction management practices of the Contractor’s work activities may be considered Contractor Owned Float for the exclusive use of the Contractor. Refer to paragraph I for resource loading requirements for Early Completion Dates.

The Department may accrue State Owned Float by generating Total Float through different means. This includes: change(s) to the contract that relaxes restrictions on the Contractor, removes contract work or reduces quantities of items of work; early completion of Utility company activities; and early completion of Shop Drawing or submittal reviews. State Owned Float is considered a resource for the exclusive use by the State. The Engineer documents State Owned Float by directing the Contractor to update the State Owned Float activity on the next Monthly Progress Schedule submission. The Engineer may use State owned Float
to mitigate past, present or future State delays by offsetting potential time extensions for contract change orders.

For either the State or Contractor to reserve Total Float as State Owned Float or Contractor Owned Float the party must document within the schedule submission narrative in advance of generating the Total Float the additional resources or measures that will taken to shorten the critical path, and then document within the schedule submission narrative that immediately followed when the Total Float was actually generated the change to State or Contractor owned float based on entry of Actual Start and Actual Finish dates and percentage of work completed, and this must be agreed to by both parties in the next project Progress Meeting. Without this timely documentation any Total Float generated will be considered project float.

K. Progress Schedule Updates and Weekly Status Reports:
1) The Contractor shall perform a Progress Schedule Update on a minimum of a weekly basis, and every fourth schedule update period shall be consistent with monthly contract payment period.
2) The Contractor shall generate a Weekly Status Report after performing the Progress Schedule Update and Scheduling the project with a Data Date of day the schedule was updated, and submit it to the Engineer within one (1) State Business Day of the Data Date for that update period. The Weekly Status Report shall be generated using the activity Layout named Weekly Status Report, with activities grouped by the WBS, and using the standard default filter named Longest Path. The Gantt Chart shall clearly indicate the project critical (longest) path. Graphical representations shall be shown at a suitable scale to be legible and readable.
3) During any time periods within the contract that special time-related contract provisions are in effect, including B-Clock periods or Incentive/Disincentive Periods, the Engineer may require more frequent Progress Schedule Updates and/or Progress Schedule Status Reports.

METHOD OF MEASUREMENT:
The quantity shall be measured for payment on a Lump Sum basis.
The minimum lump sum bid for this item shall be the unit price shown in the itemized proposal.
Failure of the Contractor to bid at least the minimum amount will result in the Department adjusting the Contractor’s bid to include the minimum bid amount for this item.

BASIS OF PAYMENT:
The lump sum price bid for CPM Progress Schedules shall include all labor, material, equipment, and incidentals, required to complete the work.

Progress payments will be made as follows:
A. A total of twenty-five (25) percent will be paid upon achieving all of the following:
   1. Attendance at the Preconstruction Schedule Meeting
   2. Acceptance of the Baseline Progress Schedule @ Award.
   3. Acceptance of the Final Baseline Progress Schedule @ Award.
B. A total of forty five (45) percent will be paid for acceptance of Monthly Progress Schedule submissions, acceptance of any necessary Time Impact Analysis, and acceptance of any necessary Recovery Schedules.

Progress payments for this item will be calculated by multiplying the Daily Payment Amount by the calendar days in the estimate period, less any deductions for unsatisfactory CPM Progress Schedules, Time Impact Analysis, or Recovery Schedules. The Daily Payment amount will be calculated by taking 45 percent of the total item cost divided by the number of calendar days in the contract duration as designated in the proposal, without regard to any extension of time.
C. A total of twenty five (25) percent will be paid for submittal of Weekly Status Reports, participation in progress meetings, and submittal of Look-Ahead Schedules.

Progress payments for this item will be calculated by multiplying the Bi-weekly Payment amount by the number of Bi-weekly periods (1 or 2) in the estimate period, less any deductions for unsatisfactory Status Reports or Look-Ahead Schedules, or non attendance at progress meetings. The Bi-weekly Payment amount will be calculated by taking 25 percent of the total item cost divided by the number of bi-weekly periods in the contract duration as designated in the proposal, without regard to any extension of time.

D. A total of five (5) percent will be paid upon acceptance of the As-Built Progress Schedule.

Following notification by the Engineer that there are deficiencies in compliance with the specification requirements, as described in paragraph E.1, with the submittal of any Progress Schedule no payment will be made under CPM Progress Schedules for each calendar day during which those deficiencies continue to exist. The amount of such calendar day non-payment will be the Daily Payment Amount as calculated above multiplied by the number of days there are deficiencies in compliance with the specification requirements.

Non-refundable liquidated damages may be assessed for each subsequent calendar day or part thereof that a cited deficiency resulting in non-payment is not corrected or is permitted to recur. Non-refundable liquidated damages will be assessed at the rate equal to four times the Daily Payment Amount as calculated above.

In the event the contract completion date is extended, no additional payment will be made for CPM Progress Schedules for Non-compensable Delays. If the contract completion date is extended due to a Compensable Delay than payment for maintaining and submitting additional CPM Progress Schedules, Weekly Status Reports, and weekly Look-Ahead Schedules shall be equal to the Daily Payment Amount as calculated above multiplied by the number of calendar days the contract is extended plus the Bi-weekly Payment Amount multiplied by the number of bi-weekly periods the contract is extended.

Payment will be made under:

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<th>Item</th>
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<tr>
<td>639.10220001</td>
<td>CPM (Critical Path Method) Progress Schedule – Type 2</td>
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A. Types of delay.
Delay provisions contained in §108-04 of the Standard Specifications are broken down into two categories, Compensable Delay is defined in §108-04.A, and Non-Compensable Delay is defined in §108-04.B.

For purposes of determining when a Request for Extension of Completion Date shall be granted with/without Engineering Charges, delays shall be broken down into either Inexcusable Delays or Excusable Delays. See also §108-03.A Engineering Charges.

1. Inexcusable Delay - An inexcusable delay is where work has been unduly delayed by the Contractor because of unwarranted reasons, inefficient operation, or for any other reason for which the Department determines the Contractor to be responsible; or delays caused by an event that the Contractor could have foreseen and prevented the delay but failed to do so.

2. Excusable Delay - An excusable delay is one caused by an unforeseeable event beyond the Contractor’s control. These are limited to those outlined in §108-03.A.1 through 13.

Only delays to work activities on the Critical Path (Critical Delays) may be considered by the Department as a basis for an extension of the Completion Date, with or without Engineering Charges. Delays, regardless of cause, that do not impact the critical path (Non-Critical Delays) shall not be a basis for an extension of the Completion Date.

B. Written Notice and delay documentation.

1. The Contractor, upon determining activities on the critical path have been delayed, shall provide written notice to the Engineer within ten work days of the delay causing event. The Contractor shall provide detailed information including:
   a) The events that caused the delay.
   b) Party(s) responsible for the delay.
   c) Activities in the current construction progress schedule affected by the events.
   d) The magnitude of the delay using the current progress schedule update.
   e) A time extension request, for any excusable delay.

2. The Engineer will review the delay documentation and the next Monthly Progress Schedule submission, and within 10 State Business days of those submittals will provide a written response to the Contractor. If the Engineer determines the delay is compensable or excusable, added compensation or a time extension as appropriate will be granted under the terms of the contract.

3. If the Engineer disagrees with the delay documentation and/or progress schedule update, a clear explanation will be included in the letter to the Contractor. This letter serves as formal rejection of the delay dispute by the Engineer. If the Contractor does not agree they may follow the Dispute Process (§105-14 DISPUTED WORK AND DISPUTE RESOLUTION).

4. Once a delay causing event is identified, the responsible party shall take all reasonable steps needed to minimize the impact of the delay. Failure of the Contractor to do so may result in the rejection of all or part of the delay dispute.
C. Failure to submit progress schedule
In the event that the Contractor fails to submit the contemporaneous monthly progress schedule update(s), the Contractor waives its rights to contractual adjustments of time and related compensation for delays that accrue during the period in which progress schedules have not been submitted in an acceptable format. Additionally, the Department will have no liability for any subsequent Contractor dispute(s) or claim(s) which occurred during the period of time in which the Contractor failed to submit monthly progress schedule updates(s) timely.

D. Documentation of Delay
For any time related dispute damages to be recoverable by the Contractor, the Contractor shall meet the CPM Scheduling specification requirements for a Time Impact Analysis (TIA) and provide contemporaneous records of delays by the Department that adversely affected the Contractors operations within the regular Monthly Progress Schedule submission following the date on which actions resulting in the dispute occurred or conditions resulting in the dispute became evident. If the Contractor fails to provide the TIA and/or fails to document such delay in the next regular Monthly Progress Schedule submission, the State shall have no liability as part of any subsequent Contractor request for time related dispute damages for any damages resulting during the time period following the date on which actions resulting in the dispute occurred or conditions resulting in the dispute became evident until the Contractor began properly documenting delays contemporaneously in their Monthly Progress Schedule submissions.

E. Compensable or Excusable Delays
When delays are determined by the Engineer to be compensable or excusable, the Contractor may be directed to either submit a request for an extension of the contract completion date and/or a request to accelerate work along with a schedule revision.

F. Delay Mitigation
If the Contractor’s work falls behind schedule and the delay is neither compensable nor excusable, and the Contractor cannot complete the work within the time prescribed under §108-02 Completion Date, as modified pursuant to §109-05 Extra Work And Time Related Compensation and §108-04 Delay Provisions, the Contractor shall take such steps as may be necessary to improve its progress. The Contractor shall consider as a minimum the following potential schedule mitigation techniques: increase the number of shifts, begin overtime operations, work extra days including weekends and holidays, or supplement its construction plant and to submit for approval a recovery schedule or schedules, as may be deemed necessary to demonstrate the manner in which the agreed rate of progress shall be regained, all at no cost to the State. If the delay can not be mitigated, the Contractor shall submit a request for an extension of the contract completion date.
DESCRIPTION
This work shall consist of permanently modifying the existing highway lighting to restore the lighting to its initial state.

MATERIALS
All the requirements of §670-2 shall apply.

CONSTRUCTION DETAILS
All requirements of §670-3 shall apply. This work shall include all necessary permanent cables, splices, wiring, and associated equipment necessary to restore highway lighting as shown on the contract documents and as ordered by the engineer. The contractor shall not reuse any conduit that has been damaged. The contractor is required to make modifications to tie into the existing conduit as shown on contract documents and as directed by the engineer. Modifications to the conduit will be paid under this item.

METHOD OF MEASUREMENT
This work will be measured as the number locations that existing highway lighting is permanently restored to service.

BASIS OF PAYMENT
The unit price bid for each location shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work. Conduit necessary for completing this operation shall be paid for separately.
DESCRIPTION
This work shall consist of temporarily modifying the existing highway lighting system to maintain service.

MATERIALS
All the requirements of §670-2 shall apply.

CONSTRUCTION DETAILS
All the requirements of §670-3 shall apply. This work shall include all necessary temporary cables, splices, wiring, conduit, and associated equipment necessary to maintain existing highway lighting service as shown on the contract documents and as ordered by the engineer.

METHOD OF MEASUREMENT
This work will be measured as the number locations that existing highway lighting is temporarily modified to maintain service.

BASIS OF PAYMENT
The unit price bid for each location shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work. Additional payment will not be made for service interruptions.
ITEM 680.7800008 - INSTALL 3 NPS DIAMETER WEATHERHEAD ON EXISTING TRAFFIC SIGNAL POLE

DESCRIPTION:

Under this item, the contractor shall install a 3 NPS diameter weatherhead as indicated on the plans or as directed by the Engineer.

MATERIALS:

The materials used in this work shall meet the requirements of Subsection 680-2 "Materials", and Section 724-03 "Traffic Signal Poles", of the Standard Specifications.

CONSTRUCTION DETAILS:

Under this item, the contractor shall install a 3 NPS diameter weatherhead as indicated on the plans or as directed by the Engineer. The removal of an existing weatherhead and/or any other modifications required for the proper installation of the new weatherhead will be included in this item. Care shall be taken to protect any existing wires from damage. Any damage shall be repaired at the contractor's expense.

All work under this item shall be performed in accordance with Section 680 "Traffic Signals" of the Standard Specifications and to Standard Sheet 680-07 for Weather Head Detail.

METHOD OF MEASUREMENT:

This item shall be measured for payment on an each basis.

BASIS OF PAYMENT:

This unit price bid for this item shall include the cost of furnishing all labor, materials and equipment necessary to complete the work in accordance with the contract documents and as directed by the Engineer.
ITEM 680.83010005 - CLEANING AND PREPARING EXISTING UNDERGROUND CONDUIT

DESCRIPTION:

Under this item, the Contractor shall clean out and install a drag wire in the existing underground conduit, as indicated in the contract documents and/or as directed by the Engineer.

The purpose of the drag wire is to facilitate installation of wire cable, furnished and installed under another Contract item.

MATERIALS:


CONSTRUCTION DETAILS:

The method of cleaning and the equipment necessary to complete the work shall be approved by the Engineer.

Conduits shall be cleaned in a workmanlike manner and maintained clean for the duration of the Contract to the satisfaction of the Engineer.

The Contractor shall replace and/or repair at his expense any conduit or material damaged during the performance of his work. Material removed from the conduit shall be disposed of in an area outside the right-of-way provided by the Contractor at his own expense.

If water is used in the wash operations, all conduit, pull-boxes and manholes shall be pumped dry after cleaning. In addition, they shall be properly maintained and kept clean for the duration of the Contract. After a conduit is properly cleaned, the Contractor shall furnish and install a No. 10AWG galvanized steel drag wire in each conduit from one end to the other, leaving at least 3 feet of extra wire in each pull-box, post, transformer base or other terminus. The drag wire shall be properly grounded at each end to a suitable grounding device.

METHOD OF MEASUREMENT:

The quantity to be paid for under this item shall be the length in feet of conduit cleaned out to allow passage of wire cable through it in accordance with the contract documents and as ordered by the Engineer.

BASIS OF PAYMENT:

The unit bid price for this item shall include the cost of furnishing all labor, equipment and materials necessary to complete the work as shown in the contract documents. The cost of furnishing and installing drag wire shall be included in the price bid.
DESCRIPTION
This item of work shall consist of the meaningful and effective training of one or more apprentices/trainees leading to their qualification as journeyworkers in trades for the highway construction industry. The statutory authority for training requirements is described in §102-11 Equal Employment Opportunity Requirements. This specification establishes the specific requirements for a Contractor to provide training pursuant to 23 CFR 230.111 as part of Equal Employment Opportunity responsibilities. This specification, with referenced Standard Specifications, constitutes “Training Special Provisions” (TSP) pursuant to 23 CFR 230.111. The TSP supercedes any conflicting portions of Form FHWA 1273 Required Contract Provisions, Federal Aid Construction Contracts found in contract proposals.

MATERIALS
None Specified.

CONSTRUCTION DETAILS

GENERAL. The objective of these training requirements is to provide training opportunities to minorities, women and disadvantaged persons for the following reasons:
1. To address the current under-representation of minorities and women in skilled trades, and;
2. To maintain a pool of qualified minorities, women and disadvantaged persons to compete for those journeyworker positions which are created as others leave the workforce.

Disadvantaged means a person who is either a) a member of a family that receives public assistance, or b) a member of a family whose income during the previous six (6) months, on an annualized basis, was such that the family qualified for public assistance, or whose income was at or below either the poverty level or 70% of the lower living standard income (LLSI) level for the person’s county of residence.

The Contractor shall make every effort to recruit and hire minority, women and disadvantaged apprentices/trainees to the extent that such persons are available within a reasonable area of recruitment. Such training commitment is not intended to, and shall not be used to, discriminate against any applicant for training, whether a member of a minority group or not. Apprentices/trainees shall be employed and offered meaningful and effective training opportunities. Meaningful and effective training is defined as occurring when contract work provides a realistic and practical opportunity of reasonable duration for the apprentice/trainee to complete elements of the apprenticeship/OJT program in order to achieve journeyworker status.

TRAINING PROGRAMS. In accordance with §102-10D Training, an apprentice is defined as an individual who is enrolled in an apprenticeship training program that is registered with the NYS Department of Labor, and a trainee is defined as an individual who is enrolled in an On-the-Job Training (OJT) program that is approved by the Federal Highway Administration (FHWA). NYSDOT administers the trainee training programs.

Although the terms apprentices and trainees are generally used interchangeably in this specification, in Regions 1, 2, 3, 4, 5, 8, 10 and 11, the Department will only approve the use of apprentices and apprenticeship training programs, where available, in fulfillment of these requirements. In Regions 6, 7 and 9, the Department will approve the use of either apprenticeship or FHWA approved OJT trainee programs.

Prospective bidders can obtain additional information about apprentice programs from the Director of Apprenticeship Training Programs, NYS Department of Labor, State Office Building Campus, Building 12, Rm 436, Albany, NY 12240; (518) 457-6820; fax (518) 457-7154; atco@labor.state.ny.us.
Approval to use a training program shall be obtained from the Department prior to commencing work involving the trade(s) covered by the program.

APPRENTICES/TRAINEES.

Recruitment. The Contractor shall decide who is hired as an apprentice/trainee. Such apprentice/trainee shall be enrolled in a registered apprenticeship or OJT program approved by the Department and satisfy the requirements under Work History.

Prior to engaging in the recruitment of new apprentice/trainees, the Contractor shall employ apprentices/trainees who are partially trained, if available, in order to facilitate completion of their apprenticeship/OJT program. Training and upgrading of minorities and women toward journeyworker status is a primary objective of the TSP requirements.

The Contractor shall make every effort to enroll minority and women apprentice/trainees (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentice/trainees, such as the Department’s OJT supportive services program) to the extent that such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that have been taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with the TSP requirements.

Work History. The Contractor shall not propose or use any person under this item if such person has successfully completed a training program providing journeyworker status in the same trade or work classification as will be used for training under this contract. The Contractor shall not use or propose a person who has been gainfully employed as a journeyworker in that trade by virtue of informal on-the-job training or otherwise. The Contractor shall ascertain, before training a person and before requesting payment therefor, whether the person qualifies. The Contractor shall include appropriate questions on employee application forms and shall check the personal references of an applicant for a position in order to ensure that the person is qualified for training. The Contractor shall maintain records of these findings and provide them to the Department upon request.

Termination. An apprentice/trainee may be terminated at any time during training for: excessive absenteeism; lack of punctuality; accident-proneness; lack of interest; poor attitude; and continued failure to behave in a business-like manner. However, termination will not occur without:
1. Documented counseling by the Contractor's Trainer about the reason(s) for termination; and
2. Documented efforts by the Contractor's Trainer to resolve the problem; and
3. Documented notification to the Engineer and Regional Compliance Specialist about the problem; and
4. Written notification of intent to terminate to the Engineer and the Regional Compliance Specialist stating the reason(s) therefore; and
5. An opportunity for Department representatives to discuss the impending termination with the Contractor in order to ensure compliance with Steps 1 through 4 above.

REQUIRED TRAINING EFFORT.

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<th>RGN Component</th>
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Full-Time Equivalents (FTEs). The number of apprentice/trainee full-time equivalents (FTEs) the Contractor is required to train is identified in Chart A. For the purposes of this specification, FTEs are used to designate the desired and expected level of training effort, in terms of full-time workers employed for the duration of the contract. Although the value of one FTE is not fixed, a general estimation of expected effort is approximately 1,000+ hours of work per construction season for upstate Regions and 2,000+ hours of work per construction season for downstate Regions. One FTE could be achieved with one individual working for the contract duration or with multiple individuals working full-time on a daily basis for portions of the contract duration so long as they are collectively employed for the equivalent amount of time as one full-time employee working for the entire duration of the contract. Accordingly, the Contractor may propose a different number of trainees/apprentices and a different duration of their training activities to achieve the required number of FTEs, but the proposal is subject to the approval of the Department.

Affirmative Action (AA) Component. The affirmative action (AA) component identifies locations and trades with programmatic under-representation of minorities and/or females as journeyworkers. The Contractor shall provide the appropriate number of apprentices/trainees FTEs to fulfill the affirmative action (AA) requirements of this specification in the specified trade(s) and classification(s) (minority or female). The number of AA apprentice/trainee FTEs required are identified in Chart A and the required trade/classification targets for each NYSDOT Region are identified in Chart B.

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<tr>
<td>Carpenter (Minority)</td>
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<td>Electrician (Minority)</td>
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</table>

Race/Gender Neutral (RGN) Component. The Contractor shall also provide the appropriate number of apprentices/trainees FTEs to fulfill the race/gender neutral (RGN) requirements in accordance with Chart A. The RGN component allows the Contractor to hire apprentices without imposed race, gender or specific trade requirements. Training shall be provided to anyone (minorities/non-minorities, males/females, and disadvantaged/non-disadvantaged persons) at the Contractor’s discretion.
Although trades are not designated for the RGN apprentices/trainees, training should be provided in the construction trades rather than in clerical/administrative positions. Training is permissible, by Department authorized exception only, in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. On a voluntary basis, the Contractor has the option to help address areas with programmatic under-representations, by hiring the RGN apprentices/trainees to the designated areas outlined in Chart B – Affirmative Action Targets.

**Implementation and Distribution.** The number of apprentices/trainees FTEs shall be distributed among the trades based upon the AA component requirements, maximum opportunity for work, required journeyworker/apprentice ratios outlined in the prevailing wage rate schedule, distribution of multiple persons among multiple trades, the Contractor’s needs and the availability of apprentices/trainees within a reasonable area of recruitment.

When multiple apprentices/trainees are required, effort shall be made to hire apprentices/trainees whom are at a variety of different stages in their training programs (first year, third year, etc.) Where feasible, 25 percent of apprentices/trainees shall be in their first year of apprenticeship or training. The Contractor may allow apprentices/trainees to be trained by a subcontractor. However, the Contractor retains the primary responsibility to meet the TSP requirements and compensation is the same.

**Compliance.** A Contractor will have fulfilled the primary responsibilities under this Training Special Provision if acceptable training is provided to the number of apprentice/trainee FTEs specified or good faith efforts to attempt to provide the required training is demonstrated consistently throughout the duration of the contract.

**Training Coordinator.** The Contractor shall designate one individual who will function as the training coordinator and act as the contact person for training related concerns. The training coordinator should be someone that has regular dealings and familiarity with the actual training direction and guidance being provided. As conditions and apprentices/trainees may change throughout the duration of the contract, notify the Department if at any point a new training coordinator is designated.

**TSP PROCESS.**

*Prior to Letting.* Bidders are advised that there are a number of procedural steps in the approval of a training (apprenticeship or OJT) program, including preparation of an application, review, and resolution of questions and comments. Approval of a training program is not guaranteed, and may take 30 to 60 days. It is highly recommended to have an approved apprenticeship or OJT trainee program prior to bidding.

*Within 7 Days After Letting.* As a requirement of the contract award process, the apparent low bidder shall submit a TSP Letter to the Department within 7 work days after letting, signed and dated by an authorized company officer. A recommended form, which includes the mailing address, for the TSP Letter is available from the Department’s website at: [https://www.nysdot.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/civil-rights](https://www.nysdot.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/civil-rights)

The minimum content requirements for the TSP Letter include:
- A statement acknowledging the TSP requirements and a pledge to make every effort to meet them
- Recognition of the number of apprentices required under the AA component, under the RGN component, and the total
- Recognition of the Region–specific affirmative action apprentice/trainee targets by trade and
candidate classification (ex., female equipment operators, minority electricians, etc.)

- Identification of how the TSP requirements will be met (ex., union-sponsored apprentice program, contractor-sponsored apprentice program or OJT program)
- Status of program/application (if pending, attach a copy of the letter from NYSDOL verifying receipt of the application, for Department verification and consultation with NYSDOL.)
- Contact information: contact person, telephone number, E-mail address and mailing address.

**At the Pre-Construction Meeting.** The Contractor shall submit a conceptual plan for how they will fulfill the training requirements on the contract. They shall identify anticipated contract work suitable for apprentices/trainees, any timeline/scheduling issues, anticipated sources for apprentices/trainees, steps taken to date to comply with the training requirements, and how they will address the development of a training plan for each apprentice/trainee.

**Within 90 Days of Award.** The Contractor shall submit a formalized training plan for each of the apprentices/trainees. All coordination with the Engineer and the Regional Compliance Specialist (RCS) regarding the training plan should be completed at this point. The training plan may be adjusted throughout the duration of the contract as necessary. Written requests to submit the plan, or portions of the plan, at a specified latter date will be considered depending on the reason for the request. The cost estimate shall be submitted within 90 calendar days of the contract award date regardless of whether or not the training plan is allowed to be submitted at a latter date.

The minimum content requirements for the training plan(s) include:

- Name of the apprentice/trainee, trade, starting level (i.e., year of apprenticeship) and which TSP requirement (AA or RGN) the candidate is fulfilling.
- Apprentice/trainee projected start date, projected end date and the reason for ending the training (e.g., training program completed, no remaining training opportunities, contract completion, etc.).
- An outline of the training program requirements the candidate has already completed and the requirements which the candidate still has left to complete. Provide the associated number of hours for each requirement. List classroom and on-site training requirements separately.
- Total number of on-site (non-classroom) hours left to complete the training program.
- Projection of the hours and components of the remaining training program requirements which the candidate will be able to accomplish on the contract.
- A cost estimate for compensation which shows how the amount was calculated.
- Any known outside factors that might affect the training plan, such as if the apprentice/trainee will be working on other contracts or there may be time constraints of the apprentice (ex., planned future reassignment, leave to attending school, moving/relocating, etc.).
- Copies of the NYSDOL Form AT 14 (blue book), or acceptable equivalent, for each apprentice shall be made available.
- A copy of NYSDOL form AT 401 – Apprenticeship Agreement/Documentation Form.

**Monthly Training Progress Report.** The Contractor shall submit Form AAP 26 - *Monthly Training Progress Report* whenever an apprentice/trainee employed pursuant to this item begins work on a contract and monthly thereafter. In addition to each Monthly Training Progress Report, the Contractor shall provide the Engineer a summary of hours required to complete the various work elements of the training program, hours completed this period, and hours completed to date. This summary shall be provided in sufficient detail to allow the Engineer to determine whether the hours in the previous period are qualified hours under this pay item.
**Periodic Auditing / End of Service.** Periodically copies of the training program and the NYSDOL Form AT 14 (blue book) may be required for auditing purposes and verification of the training. Whenever an apprentice/trainee ceases to be employed on a contract, a copy of their NYSDOL Form AT 14 (blue book) shall be provided.

**WAIVER REQUEST.** A request for a waiver of all or a portion of the TSP requirements may be submitted based on unusual circumstances which make the TSP requirements impractical or unduly burdensome to complete. The TSP requirements may be reduced or completely waived if the Contractor can clearly present a case for the TSP waiver (e.g., no reasonable training opportunities will exist, lack of available apprentices/trainees, lack of available work for apprentices/trainees based on apprentice-to-journeyworker ratio restrictions). A TSP waiver request may be submitted at any point in the process after the contract letting date.

TSP waiver requests made within 7 work days after contract letting may be submitted in lieu of the TSP Letter. The TSP waiver request should provide a detailed explanation for the request, steps taken to try to comply, and contact person information (name, telephone number, E-mail address).

If the TSP waiver request is for elimination of all apprentice/trainee requirements and the TSP waiver is approved, no further TSP submissions are required. If the TSP waiver request is for a reduction or an alteration to the requirements and it is approved the Contractor shall submit a TSP Letter with the authorized revisions within 3 work days of notification of the TSP waiver request being approved. In the event that a TSP waiver request is not approved, the Contractor shall submit a TSP Letter within 3 work days of notification of the TSP waiver request being declined.

The pre-award review of the TSP waiver request will focus on the apparent low bidder’s good faith efforts to comply with these requirements, and will not eliminate the detailed review process of the contractor’s workforce planning efforts and TSP compliance efforts after contract award.

TSP waivers are not necessarily permanent, particularly if based on available workforce reasons. Throughout the contract duration, the Contractor shall continue to try to meet the original requirements under this pay item. Whenever there are changes in the construction schedule, scope of work, availability of apprentices/trainees, or any other factor that might affect the ability to hire apprentices/trainees to reasonable training opportunities, any TSP waivers shall be reevaluated. The Contractor is required to bring any such factors to the attention of the Department in a timely manner.

**TRAINING DURATION.**

**Start-Up.** An apprentice/trainee shall begin training as soon as feasible in trade related work and remain on the contract as long as training opportunities exist in the trade, until completion of the training program or until completion of the contract.

After approval of an apprentice/trainee, the individual shall be employed in the designated trade in accordance with the currently approved Form AAP 35 *Workforce Participation Plan* to the extent that training opportunities exist in the contract work. At the time an apprentice/trainee reports to the Contractor for training under this item, the Training Coordinator shall notify the Engineer to ensure that appropriate records are kept.
Throughout Contract Duration. The Contractor is expected to provide maximum opportunity to the apprentice/trainee for completion of their apprenticeship/OJT program. The Contractor shall monitor the apprentice/trainee's progress, paying particular attention to completion of work elements within the training program. When a work element of the training program is completed, the Contractor shall rotate the apprentice/trainee to other work processes to the extent that training opportunities exist. Should no such training opportunities exist, the apprentice/trainee may continue to work as long as there is work. However any work not in the training program or beyond the number of hours indicated in the training program for each work element will not qualify for payment under this pay item. This continued work will not make the apprentice/trainee ineligible for continued future training in the trade.

Retention. The Contractor is expected to retain, as a journeyworker, an apprentice/trainee that completes their training program and attains journeyworker status prior to contract completion, provided there is contract work remaining. Continued work by a journeyworker will not qualify for payment under this item.

Maintaining Compliance with the FTE Requirement. The Contractor is responsible for maintaining compliance with the required number of apprentice/trainee FTEs for the duration of the contract. If the number of employed TSP apprentice/trainee FTEs falls below the required number (e.g., apprentice/trainee attains journeyworker status, leave the contract, etc.) and there are substantial training opportunities remaining, the Contractor is required to make every effort to recruit and hire additional apprentices/trainees. Although, consideration to waive the remaining training requirements will be given when there is limited contract work remaining or when, due to the retention of TSP apprentices/trainees who have reached journeyworker status, available employment opportunities are limited.

If at any point during the contract the amount of training being accomplished is significantly below the projected amount stated in the training plan(s), the Contractor is required to adjust their training efforts such that the approved number of hours of training in the training plan(s) is achieved by contract completion.

COMPENSATION. This specification provides for partial compensation to the contractor towards the cost of managing and operating the training program(s). Compensation is not intended as reimbursement towards the apprentices’ wages, but rather as general compensation for administrating the training program along with the loss of productivity on the behalf of the journeyworker(s) providing the training, guidance and supervision.

A combined negotiated amount for partial compensation of all the TSP apprenticeship/OJT programs will be added to the contract by order-on-contract. During the contract duration, revisions to the training plan(s) can be submitted. If a revised training plan, including the cost estimate, is approved then the previously negotiated amount can be adjusted by order-on-contract.

The Contractor shall attach to each Form AAP 26 Monthly Training Progress Report, a monthly summary of hours of qualifying training for each apprentice/trainee that shows the number of hours trained each day of the progress period by training program work element.

Only training hours verified and approved of by the Engineer or his designee will be considered as qualifying training. Any hours of work performed which are not in the training program or are beyond the number of hours indicated for each work element in the training program will not qualify for payment under this pay item. Off-site training or training performed at other work sites does not qualify for compensation. Classroom training hours do not qualify for compensation.
The total verified hours of training provided during the month will be used to determine the monthly payment due. Regardless of the amount approved for the pay item, payments will be made only for the number qualifying hours of training accomplished.

Payment for training under the affirmative action component of this specification is contingent upon the Contractor fulfilling or demonstrating satisfactory good faith efforts to fulfill the corresponding equal employment opportunity (EEO) goals in accordance with §102-11 Equal Employment Opportunity Requirements. [Example Situation #1 - For contracts with a minority EEO goal and a female EEO goal: If achieve the minority EEO goal but not the female EEO goal, then compensation may still be allowed for a minority TSP AA apprentice/trainee but not for a female TSP AA apprentice/trainee. Example Situation #2 - For contracts with trade specific minority/female EEO goals (i.e., applicable in New York City): If achieve the minority equipment operator EEO goal but not the minority iron worker EEO goal, then compensation may still be allowed for a minority equipment operator TSP AA apprentice/trainee but not for a minority iron worker TSP AA apprentice/trainee.]

Any apprentices/trainees hired towards attempting to attain fulfillment of the EEO goals do not qualify for payment under this specification nor are they considered as TSP apprentices/trainees (i.e., still required to hire additional apprentices/trainees under this specification’s requirements).

Payment for training under the race/gender neutral component of this specification is contingent upon the Contractor fulfilling or demonstrating satisfactory good faith efforts to fulfill all of the equal employment opportunity (EEO) goals in accordance with §102-11 Equal Employment Opportunity Requirements and fulfilling or demonstrating satisfactory good faith efforts to fulfill the affirmative action component.

**METHOD OF MEASUREMENT**

This work will be measured on a Dollars-Cents basis. The amount shown in the proposal is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figure will be disregarded, and the original price will be used to determine the total amount bid.

**BASIS OF PAYMENT**

Compensation towards the training program for each apprentice/trainee will be made as such:

\[ = (0.35) \times (\text{Base Journeyworker Prevailing Wage Rate}) \times (\text{Hours of Qualifying Training Accomplished}) \]

No adjustments to the base rate shall be allowed, such as for: fringes/supplemental benefits, premium rates (overtime, holiday, etc.), worker’s compensation insurance, FICA, state or federal unemployment insurance, commercial general liability (CGL) insurance, etc. When determining compensation, use the prevailing wage rate that was current at the time the training was provided.

Qualified training time will include only verified training properly completed and accounted for, including only those hours the apprentice/trainee is actually receiving on-site training in the work elements included in his/her approved apprenticeship/OJT program. Off-site or related classroom training will not be considered as qualifying training time under this item.
ITEM 698.93----01 - INCENTIVE PAYMENTS AND DISINCENTIVE ASSESSMENTS
FOR B PORTION WORK – WORK DAY METHOD

DESCRIPTION There is no physical work to be accomplished under this item. This item will enable the Department to make incentive payments to (or disincentive assessments against) the Contractor for early substantial completion (or late completion) of B portion work based on the contractor’s bid of units of time.

MATERIALS Not applicable.

CONSTRUCTION DETAILS There are no construction details for this item.

METHOD OF MEASUREMENT The method of measurement shall be lump sum. Actual payments-incentive (or deductions-disincentive) made under this item shall be as stated below.

BASIS OF PAYMENT The amount set forth in the proposal is a fixed price for all bidders. Any bid, other than the specified amount shown in the itemized proposal, will be adjusted by the Department to the fixed price.

The Contractor shall be entitled to payment for this item as follows: To determine the actual lump sum payment-incentive or lump sum deduction-disincentive under this pay item, the number of work days actually required to accomplish the identified B portion work will be compared to the number of work days declared by the Bidder at the end of the itemized proposal to be necessary for B portion work completion. Should the identified B portion work take longer than the number of work days declared by the Bidder (as may be adjusted under the contract terms), the number of work days in excess thereof will be multiplied by the daily cost, and that product (lump sum) will be disincentive. Should the work days required to substantially complete the identified B portion work be fewer than the number declared (as may be adjusted under the contract terms), the difference will be multiplied by the daily cost, and the product (lump sum) will be paid to the contractor as in incentive. The total incentive payment for each individual stage or phase of work shall be limited to the maximum incentive listed in the special note entitled, “Description of B Portion of Work.”

Incentive payments or disincentive assessments shall be made for each individual stage or phase of work subject to A+B Bidding upon completion of the B portion of work included in that particular phase or stage.

Deductions-disincentive made under the terms of this item shall be in addition to any deductions made as Liquidated Damages (only applied to non-B portion work) as indicated in the special note entitled “Provisions for A+B Bidding.” Any payments made under this item shall be regarded by the parties to include the cost of all overhead, profit, labor, equipment, supplies, materials, scheduling and management necessary to accomplish the work within the actual number of days taken. The work of the other items in the contract will be measured and paid for separately under their appropriate items of work.

Rev 11/30/07
<table>
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<th>PREVAILING WAGE RATES</th>
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NOTE: This form was developed for repetitive use throughout all contract proposals and may identify items not applicable to this specific project.
General Decision Number: NY120010 03/09/2012  NY10

Superseded General Decision Number: NY20100011

State: New York

Construction Types: Building, Heavy and Highway

County: Monroe County in New York.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

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<td>02/17/2012</td>
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ASBE0026-001 06/01/2011

Asbestos/Insulator Worker
includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems. Also the application of firestopping material openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement.......$ 25.36 18.26

HAZARDOUS MATERIAL HANDLER
Duties limited to preparation, wetting, stripping, removal, scrapping, vacuuming, bagging, disposing of all insulation materials, whether they contain asbestos or not from mechanical systems........$ 18.72 9.95

* BOIL0007-001 01/01/2012

BOILERMAKER.....................$ 29.64 24.30

BRNY0003-004 07/01/2011

ROCHESTER CHAPTER
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<td><strong>BUILDING CONSTRUCTION</strong></td>
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<tr>
<td>BRICKLAYERS, STONE MASONs, PLASTERERS, CEMENT MASONs, POINTER, CAULKER/CLEANER</td>
<td>$ 27.07</td>
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<tr>
<td>Marble, Tile &amp; Terrazzo Workers</td>
<td>$ 28.07</td>
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<tr>
<td>Marble/terrazzo/tile finisher</td>
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<td>BUILDING CONSTRUCTION</td>
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**FOOTNOTE:**

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<tr>
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<td>$ 30.35</td>
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http://www.wdol.gov/wdol/scafiles/davisbacon/NY10.dvb
### LINE CONSTRUCTION: Lineman
(LIGHTING AND TRAFFIC SIGNAL
Including any and all Fiber
Optic Cable necessary for
Traffic Signal Systems,
Traffic Monitoring systems
and Road Weather information
systems)

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<tr>
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<tr>
<td>Groundman Truck Driver (tractor trailer unit)</td>
<td>$33.62</td>
<td>7.5%+25.5</td>
</tr>
<tr>
<td>Lineman &amp; Technician</td>
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</tr>
<tr>
<td>Mechanic</td>
<td>$33.62</td>
<td>7.5%+25.5</td>
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### FOOTNOTE:

- New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

### Line Construction:

Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities (where no other trades are or have been involved):

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<td>Groundman truck driver</td>
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</tr>
<tr>
<td>Groundman Truck Driver (tractor trailer unit)</td>
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</tr>
<tr>
<td>Lineman and Technician</td>
<td>$41.32</td>
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</tr>
<tr>
<td>Mechanic</td>
<td>$33.06</td>
<td>15.00+6.5%+a</td>
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Overhead transmission line work (where other trades...
are or have been involved):

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<th>Position</th>
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<tr>
<td>(tractor trailer unit)</td>
<td>$37.25</td>
<td>15.00+6.5%+a</td>
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<td>Ground man truck driver</td>
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<td>15.00+6.5%+a</td>
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<td>Mechanic</td>
<td>$33.06</td>
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</tr>
</tbody>
</table>
| Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation
| Cable Splicer                   | $46.87      | 15.00+6.5%+a |
| Flagman                         | $25.57      | 15.00+6.5%+a |
| Groundman Digging Machine Operator | $38.35     | 15.00+6.5%+a |
| Groundman Truck Driver          | $36.22      | 15.00+6.5%+a |
| (tractor-trailer unit)          | $34.09      | 15.00+6.5%+a |
| Lineman & Technician            | $42.61      | 15.00+6.5%+a |
| Mechanic                        | $34.09      | 15.00+6.5%+a |
| TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT
| Cable splicer/Central Office Person | $23.07     | 3.05+3% |
| Cable splicer                   | $27.44      | 4.43 + 3% |
| Groundman                       | $13.81      | 4.43 + 3% |
| Installer Repairman- Teledata   |             |          |
| Lineman/Tecnician- Equipment Operator | $26.05  | 4.43 + 3% |
| TREE TRIMMER                     | $21.64      | 7.36+3% |
FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.


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ELEV0027-001 01/01/2012

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>ELEVATOR MECHANIC.................$ 42.57</td>
<td>23.535+a+b</td>
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</table>

FOOTNOTES:

a. 8 PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day, Thanksgiving, the Friday after Thanksgiving Day and Christmas Day.

b. Employer contributes 8% basic hourly rate for 5 years or more service or 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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ENGI0832-001 07/01/2011

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<thead>
<tr>
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<td>Operating Engineer: EXCAVATING AND PAVING</td>
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</tr>
<tr>
<td>GROUP 1.................$ 26.30</td>
<td>20.20+a</td>
</tr>
<tr>
<td>GROUP 2.................$ 25.87</td>
<td>20.20+a</td>
</tr>
<tr>
<td>GROUP 3.................$ 25.26</td>
<td>20.20+a</td>
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<tr>
<td>GROUP 4.................$ 22.17</td>
<td>20.20+a</td>
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<td>20.20+a</td>
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<td>Operating Engineer: HEAVY AND HIGHWAY</td>
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<tr>
<td>GROUP 1.................$ 33.76</td>
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<td>GROUP 4.................$ 35.02</td>
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<td>GROUP 5.................$ 37.76</td>
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<td>Operating Engineer: TUNNEL AND SHAFT</td>
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<tr>
<td>MASTER MECHANIC.............$ 37.21</td>
<td>19.95+b</td>
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</table>

For EXCAVATION AND PAVING:

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day, regardless
of the day of the week on which the holiday may fall, provided the employee works either on the work day immediately preceding the holiday or on the scheduled work day immediately following the holiday.

EXCAVATION AND PAVING CLASSIFICATIONS

GROUP 1: Asphalt paver; automatic fine grader; backhoe (except tractor mounted, rubber tired); blacktop plant (automated); cableway; caisson auger; central mix concrete plant (automated); cherry picker- over 5 ton capacity; crane; cranes and derricks (steel erection); dragline; dual drum paver; front end loader (4 cu. yd. and over); hoist, (Tow or 3 drum); pile driver; power grader with elevation loader attachment; quarry master (or equivalent); shovel; slip form paver; tractor drawn belt-type loader; truck crane tunnel shovel; excavator, all purpose hydraulically operated

GROUP 2: Backhoe (tractor mounted, rubber tired); bituminous spreader and mixer; blacktop plant (non automated); boring machine; cage hoist; central mix plant (non automated) and all concrete batching plants; cherry picker, 5 tons and under; compressor (4 or less) exceeding 2000 CFM combined capacity; concrete paver over 16s; concrete pump; crusher; drill rigs (tractor mounted); front end loader (under 4 cu. yds); hi- pressure boiler (15 lbs and over); hoist (one drum); Kolman plant loader and similar type loaders; maintenance engineer; maintenance grease man; mechanical slurry machine; mixer for stabilized base self propelled; monorail machine; plant engineer; power broom; power grader; pump crete; ready mix concrete plant; road widener; roller (all above sub-grade); side boom; tractor scraper; tractor with dozer and or pusher; trencher; winch

GROUP 3: Compressors (4 not to exceed 2000 CFM combined capacity; or 3 or less with more than 1200 CFM but not to exceed 2000 CFM); compressors (any size but subject to other provisions for compressors); dust collectors; generators; welding machines (4 of any type or combination); concrete pavement spreaders and finishers; conveyor; drill (core); drill (well); electric pump used in conjunction with well point systems; farm tractor with accessories; fine grade machine; fork lift; gunite machine; hammers-hydraulic-self propelled; locomotive; post hole digger and post driver; pumps (regardless of motive power, not more than 4 in number not to exceed 20" in total capacity); submersible electric pumps when used in lieu of well points, tractor with towed accessories; vibratory compactor; vibro tamp; well point

GROUP 4: Compressor (any size, but subject to other provisions for compressors); dust collectors; generators; welding machines (3 or less of any type or combination); concrete mixer (16s and under), concrete saw-self propelled; fireman; form tamper; mulching machine; power heaterman; pumps regardless of motive power no more than 3 in number not to exceed 12" in total capacity; revinius widener; steam cleaner; tractor
GROUP 5: Master Mechanic

For HEAVY AND HIGHWAY CONSTRUCTION:

FOOTNOTE:

b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day provided the employee works the working day before and the working day after the holiday

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt paver; automated concrete spreader (CMI type); automatic fine grader; backhoe (except tractor mounted, rubber tired); belt placer (CMI type); blacktop plant (automated); cableway; caisson auger; central mix concrete plant (automated), cherry picker (over 5 tons capacity); concrete curb machine (self-propelled-slipform); concrete pump (8" or over); crane; cranes and derricks (steel erection); dragline; dredge; dual drum paver; excavator (all purpose-hydraulically operated gradall or similar); fork lift (factory rated 15 ft and over); front end loader (4 cy and over); head tower (sauerman or equal); hoist (two or three drum); holland loader; hydro-blaster; maintenance engineer; mine hoist; mucking machine or mole; overhead crane (gentry or straddle type); pavement profiler (over 105 horsepower); pole driver; power grader; Quad 9; quarry master (or equivalent); scraper; shovel; side boom; slip form paver; tractor drawn belt-type loader; truck crane; truck or trailer mounted log chipper (self feeder); tug operator (manned rented equipment excluded); tunnel shovel

GROUP 2: Backhoe (tractor mounted, rubber tired); bituminous spreader and mixer; blacktop plant (non automated); blast or rotary drill (truck or tractor mounted); boring machine; cage hoist; central mix plant (non automated and all concrete batching plants); cherry picker (5 tons capacity and under); compressors (4 or less) exceeding 2,000 CFM combined capacity; concrete paver (over 16s); concrete pump (under 8"); core drill; crusher; diesel power unit; drill rigs, tractor mounted; fork lift (factory rated under 15 ft); front end loader (under 4 cu yd); hi pressure boiler (15 lbs and over); hoist (one drum); hydro-axe; hydroblaster; kolman plant loader and similar type loaders; LCM work boat operator; locomotive; log skidder; lubrication engineer/greaseman; mixer (for stabilized base self-propelled); monorail machine; pavement breaker (self-propelled) wertgen; PB-4 and similar type; pavement profiler 105 horsepower and under; plant engineer; pump crete; ready mix concrete plant; refrigeration equipment (for soil stabilization); road widener; roller (all above sub-grade); sea mule; tractor with dozer and/or pusher; trencher; tugger hoist; vermeer type saw; welder; winch; winch cat

GROUP 3: "A" frame truck; aggregate plant; ballast regulator (ride-on); boiler (used in conjunction with production);
cement and bin operator; compressors (4 not to exceed 2,000 CFM combined capacity; or 3 or less with more than 1,200 CFM but not to exceed 2,000 cfm); compressors (any size but subject to other provisions for compressors); dust collectors; generators; pumps; welding machines; light plants (4 of any type or combination); concrete pavement spreader and finisher; concrete paver or mixer (16s and under); concrete saw (self-propelled); conveyor; electric pump used in conjunction with well-point system; farm tractor with accessories; fine grade machine; fireman; form tamper; grout pump; gunite machine; hammers (hydraulic self-propelled); hydra-spiker (ride on); hydraulic pump (jacking system); hydroblaster (low pressure cleaning); light plants; mulching machine; oiler; parapet concrete or pavement grinder; post hole digger and post driver; power broom (towed); power heaterman; power sweeper; revinius widener; roller (grade and fill); scarifier (ride on); shell winder; span-saw (ride on); steam cleaner; submersible electric pump (when used in lieu of well-point system); tamper (ride on); tie extractor (ride-on); tie handler (ride-on); tie inserter (ride-on); tie spacer (ride on); track liner (ride on); tractor (with or without towed accessories); vibratory compactor; vibrotamp; well drill; well point

GROUP 4: Master mechanic

GROUP 5: Crane, friction or lattice type with boom length 200 feet and over

For TUNNEL AND SHAFT:

FOOTNOTE:

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, regardless of the day of the week on which the Holiday may fall, provided the employee works the working day before and the working day after the holiday

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Automated concrete spreader (CMI or equivalent); automated fine grade machine (cmi); backhoe; belt placer (cmi or similar); blacktop spreader (automated); cableway; caisson auger; central mix plant (automated); cherry picker (5 tons); concrete curb machine (self-propelled slipform); concrete pump; crane; crane shaft; crane underground; cranes and derricks (steel erection); dragline; dredge; dual drum paver; excavator (all purpose-hydraulically operated gradall or similar); fork lift (factory rated 15' and over); front end loader (4cu yd and over); head tower (sauerman or equal); hoist; shaft; hoist (two or three drum); holland loader; maintenance engineer (shaft and tunnel); mine hoist; mining machine (mole and similar types); mucking machine or mose; overhead crane (gantry or straddle type); pile driver; power grader; Quad 9, quarry master (or equivalent); scraper; shovel; side boom; slip form paver; tripper/maintenance engineer (shaft and
tunnel); tractor drawn belt-type loader; truck crane; truck or trailer mounted log chipper (self feeder); tug operator (manned rented equipment excluded); tunnel shovel

GROUP 2: Automated central mix concrete plant; backhoe (topside); backhoe (tractor mounted, rubber tired); bituminous spreader and mixer; blacktop plant (non automated); blast or rotary drill (truck or tractor mounted); boring machine; cage hoist; central mix plant (non automated) and all concrete batching plants; cherry picker (5 tons capacity and under); compressors (4 or less exceeding 2000 CFM combined capacity); concrete paver (over 16s); concrete pump; crane (topside); crusher; diesel power unit; drill rigs, tractor mounted; front end loader (under 4 cu. yds); grayco epoxy machine; hi-pressure boiler (15 lbs and over); hoist (one drum); hoist (two or three drum) (topside); kolman plant loader and similar type loaders; L.C.M. work boat operator; locomotive; maintenance engineer (topside); maintenance greaseman; mixer (for stabilized base self-propelled); monorial machine; plant engineer; personnel hoist; pump crete; ready mix concrete plant; refrigeration equipment (from soil stabilization); road widener; roller (all above sub-grade); sea mule; shotcrete machine; shovel (topside); tractor with dozer and/or pusher; trencher; tugger hoist; tunnel locomotive; welder; winch; winch cat

GROUP 3: "A" frame truck; ballast regulator (ride on); compressors (4 not to exceed 2000 cfm combined capacity; or 3 or less with more than 1200 cfm but not to exceed 2000 cfm); compressors (any size but subject to other provisions for compressors; dust collectors; generators; pumps; welding machines; light plants (4 of any type or combination); concrete pavement spreaders and finishers; conveyor; drill (core); drill (well); electric pump used in conjunction with well point system; farm tractor with accessories; fine grade machine; fork lift (under 15 ft); ground pump over 5 cu. ft (manufacturers rating); gunite machine; hammers (hydraulic self propelled); hydra-spiker (ride on); hydra blaster (water); hydra blaster; motorized form carrier; post hole digger and post driver; power sweeper; roller (grade and fill); scarifier (ride on); span saw (ride on); submersible electric pump (when used in lieu of well points); tamper (ride on); tie extractor (ride on); tie handler (ride on); tie inserter (rider on); tie spacer (ride on); track liner (ride on); tractor with towed accessories; vibratory compactor; vibro tamp; well point aggregate plant; boiler (used in conjunction with production); cement and bin operator; compressors (3 or less not to exceed 1200 cfm combined capacity); compressors (any size; but subject to other provisions for compressors; dust collectors; generators; pumps; welding machines; light plants (3 or less of any type or combination); concrete paver or mixer (16s and under); concrete saw (self propelled); fireman; form tamper; greaseman; hydraulic pump (jacking system); junior engineer; light plants; mulching machine; oiler; parapet concrete or pavement grinder; power broom (towed); power heaterman (when used for production); revinius widener; shell winder; steam cleaner; tractor
GROUP 4: Crane, friction or lattice type with boom length 200 feet and over

----------------------------------------------------------------

ENGI0832-004 07/01/2011

Rates Fringes

Power equipment operators:

BUILDING CONSTRUCTION

GROUP 1

$ 27.88  21.40+a

GROUP 2

$ 27.16  21.40+a

GROUP 3

$ 24.77  21.40+a

GROUP 4

$ 29.12  21.40+a

GROUP 5

$ 27.88  21.40+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, provided the employee works on the work day immediately preceding the holiday or on the scheduled work day immediately following the holiday.

BUILDING CONSTRUCTION CLASSIFICATIONS

GROUP 1: Master Mechanic

GROUP 2: Crane, Friction or Lattice type with boom length 200 feet and over

GROUP 3: Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor-Mounted, Rubber Tired), Belt Placer (CMI Type), Blacktop Plant (Automated), Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Cherry Picker (over 5 tons capacity), Concrete Curb Machine, Self-Propelled, Slipform, Concrete Pump, Crane, Cranes and Derricks (Steel Erection), Dragline, Dredge, Dual Drum Paver, Excavator (All Purpose-Hydraulically Operated), Gradall or Similar, Fork Lift (Factory Rated 15 feet and over), Front End Loader (4 cu. yd. and over), Head Tower, (Sauerman or Equal); Hoist (Two or Three Drum), Holland Loader, Horizontal Directional Drill and Power Ram type equipment, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Overhead Crane (Gentry or Straddle Type), Pavement Breaker (self propelled) Wertgen; PB-4 and similar type, Pavement Profiler over 105 horsepower, Pavement Rubbleizer, Pile Driver, Power Grader, Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn Belt-Type Loader, Truck Crane, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 4: Backhoe (Tractor Mounted, Rubber Tired), Bituminous Spreader and Mixer, Blacktop Plant (Non-Automated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (Non-Automated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity
and under), Compressors (4 or less) exceeding 2,000 C.F.M. combined capacity, Concrete Paver (Over 16S), Core Drill, Crusher, Diesel Power Unit, Drill Rigs, Hydraulic Krupp type, Drill Rigs, Tractor Mounted, Fork Lift (Factory rated under 15 feet), Front End Loader (Under 4 cu.yd), Hi-Pressure Boiler (15 lbs. and over), Hoist (One Drum), Horizontal Directional Drill Locator, Hydro-Axe, Hydro-Blaster, self-propelled, non-manually operated, Kolman Plant Loader and similar type Loaders (If employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Log Skidder, Lubrication Engineer/Greaseman, Mixer (for stabilized base self-propelled), Monorail Machine, Pavement Profiler 105 horsepower, and under, Plant Engineer, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above sub-grade), Sea Mule, Skid Steer Loader with attachments, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum Blasting Machine-self propelled, non-manually operated, Vermeer Type Saw, Winch, Winch Cat.

GROUP 5: A-Frame Truck, Aggregate Plant, Ballast Regulator, Ride-on, Boiler (used in conjunction with production), Cement and Bin Operator, Compressors (4 not to exceed 2,000 c.f.m, combined capacity; or 3 or less with more than 1,200 c.f.m. but not to exceed 2,000 c.f.m.), Compressors (any size but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 of any type or combination), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (Self-propelled), Conveyor, Electric Pump used in conjunction with well-point system, Farm Tractor with accessories, Fine Grade Machine, Fireman, Form, Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride on, Hydraulic Pump (Jacking system), Hydroblaster (low pressure cleaning), Light Plants, Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Boom (Towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Span-Saw, ride-on, Steam Cleaner, Submersible Electric Pump (When used in lieu of well-point system), Tamper, ride on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Track Liner, ride-on, Tractor (with or without towed accessories), Vibratory Compactor, Vibro Tamp, Well Drill, Well Point

IRON0033-001 05/01/2011

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<thead>
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<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>$ 25.30</td>
<td>19.79</td>
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Ironworkers:

Ornamental, Reinforcing
Stone Derrickman, Rigger,
Rodman, Structural
Machinery Movers Fence
Erectors, Precast Concrete
Erector

http://www.wdol.gov/wdol/scafiles/davisbacon/NY10.dvb
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LABO0435-002 07/01/2011

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<td>Hazardous Waste.............</td>
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LABO0435-003 05/01/2011

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<td>Concrete vibrators........</td>
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<td>Jack hammer, mortar mixers.</td>
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<td>Pipe layers, burners and cutters........</td>
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<td>$ 27.07</td>
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HEAVY AND HIGHWAY LABORER CLASSIFICATIONS

GROUP 1:  Flaggers

GROUP 2:  Laborers

GROUP 3:  Rakers, drillers, pipelayers and torch operators

GROUP 4:  Blasters

GROUP 5:  Hazardous waste removal.

PAIN0004-028 05/01/2010

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HEAVY & HIGHWAY CONSTRUCTION:
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<td>GROUP 2..........................</td>
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<td>14.81+a</td>
</tr>
<tr>
<td>GROUP 4..........................</td>
<td>$ 22.04</td>
<td>14.81+a</td>
</tr>
<tr>
<td>GROUP 5..........................</td>
<td>$ 22.19</td>
<td>14.81+a</td>
</tr>
<tr>
<td>Hazardous Waste Site Work receives an additional $1.50 per hour</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FOOTNOTE:** a. Paid Holidays: New Years Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day

**TRUCK DRIVER CLASSIFICATIONS**

**GROUP 1:** Pick-ups; panel trucks; flatboy materials trucks (straight jobs); single axle dump trucks; dumpster; receivers; greasers; truck tireman.

**GROUP 2:** Tandems; batch truck; mechanics.

**GROUP 3:** Semi-trailers; low-boy trucks; asphalt distributor trucks; agitator; mixer trucks and dumpcrete type vehicles; truck mechanic; fuel truck.

GROUP 4: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self-loaded; straddle (Ross) carrier; self-contained concrete unit.

GROUP 5: Off-highway tandem back dump; twin engine equipment; double-hitched equipment where not self-loaded.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the
wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

----------------------------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

4.) All decisions by the Administrative Review Board are final.

================================================================

END OF GENERAL DECISION
General Decision Number: NY120008 03/09/2012 NY8

Superseded General Decision Number: NY20100008

State: New York

Construction Types: Heavy and Highway

Counties: Cattaraugus, Chautauqua and Erie Counties in New York.

HEAVY CONSTRUCTION PROJECTS: CHAUTAUQUA AND ERIE COUNTIES; AND HIGHWAY CONSTRUCTION PROJECTS: CATTARAUGUS, CHAUTAUQUA AND ERIE COUNTIES

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
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<tbody>
<tr>
<td>0</td>
<td>01/06/2012</td>
</tr>
<tr>
<td>1</td>
<td>01/27/2012</td>
</tr>
<tr>
<td>2</td>
<td>02/10/2012</td>
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<tr>
<td>3</td>
<td>02/17/2012</td>
</tr>
<tr>
<td>4</td>
<td>03/09/2012</td>
</tr>
</tbody>
</table>

ASBE0004-001 05/01/2011

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>HAZARDOUS MATERIAL HANDLER........$ 18.72</td>
<td>9.95</td>
</tr>
<tr>
<td>Insulator/asbestos worker (include application of all materials, protective coverings, coatings, and finishings to all types of mechanical systems).................$ 29.10</td>
<td>17.14</td>
</tr>
</tbody>
</table>

* BOIL0007-001 01/01/2012

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOILERMAKER......................$ 29.64</td>
<td>24.30</td>
</tr>
</tbody>
</table>

BRNY0008-004 07/01/2011

CHATAUQUA COUNTY AND CATTARAUGUS COUNTY (EXCLUDING TWPSP OF PERRYSBURG)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER...$ 29.12</td>
<td>17.05</td>
</tr>
</tbody>
</table>

BRNY0045-001 07/01/2011

ERIE, CATTARAUGUS (Towns of Perrysburg & Gowanda)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bricklayer, Stonemason............$ 29.83</td>
<td>17.62</td>
</tr>
<tr>
<td>Cement mason.................$ 29.83</td>
<td>17.62</td>
</tr>
<tr>
<td>MARBLE SETTER..............$ 29.58</td>
<td>17.37</td>
</tr>
</tbody>
</table>
TERRAZZO FINISHER ................ $ 27.44            10.60
TILE FINISHER .................... $ 27.44            10.60
Tilesetter & Terrazzo Worker..... $ 28.35            17.37

CARP0276-002 07/01/2011

CHAUTAUQUA; CATTARAUGUS (Remainder of County).

Rates Fringes
Carpenters: ..................... $ 22.84            14.18

FOOTNOTES:

   the employee works his scheduled day before and after the
   holiday and is on the payroll week in which the holiday
   falls.

CARP0276-013 07/01/2011

CATTARAUGUS (Townships of Persia and Perrysburg) ERIE (Grand
Island)

Rates Fringes
CARPENTER
   Heavy & Highway............... $ 24.49            18.06

FOOTNOTES:

a. Paid Holidays: Independence Day, Labor Day, provided the
   employee works his scheduled day before and after the
   holiday and is on the payroll in the payroll week in which
   the holiday falls.

ELEC0041-007 05/31/2011

ERIE, CATTARAUGUS (Ashford, East Otto, Ellicottville,
Farmersville, Freedom, Franklinville, Lyndon, Machias,
Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire
Townships)

Rates Fringes
CABLE SPLICER .................. $ 31.39            18.21
ELECTRICIAN .................... $ 31.39    3%+19.50

ELEC0041-008 06/01/2009

ERIE, CATTARAUGUS (Ashford, East Otto, Ellicottville,
Farmersville, Freedom, Franklinville, Lyndon, Machias,
Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire
Townships)

Rates Fringes
Communications System

CABLE SPLICER..........................$ 29.75      17.20+6%
ELECTRICIAN.............................$ 29.75      17.20 + 6%

Work covers low voltage construction, installation, maintenance, and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX fiber optic cable and equipment, railroad communications, micro waves, V-Sat, bypass, CATV, WAN (wide area networks); LAN (local area networks) and ISDN (integrated systems digital network). Also, installation of sound systems, nurses call systems, intercom systems, staff registry/locating/signaling systems, antenna systems and associated devices; installation of security systems and apparatus, and cabling from VDT's to computers. This work does not apply to new construction, or to the installation of raceway systems and boxes for the above work.

FOOTNOTE:


----------------------------------------------------------------------------

ELEC0106-002 01/01/2011

CHAUTAUQUA, CATTARAUGUS (Remainder of County)

Rates Fringes
CABLE SPLICER..........................$ 29.75      17.20+6%
ELECTRICIAN.............................$ 29.75      17.20 + 6%

----------------------------------------------------------------------------

ELEC1249-003 05/02/2011

LINE CONSTRUCTION: Lineman (LIGHTING AND TRAFFIC SIGNAL
Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)
Flagman.................................$ 25.21      7.5%+25.5
Groundman Truck Driver (tractor trailer unit).....$ 35.72      7.5%+25.5
Groundman Truck Driver..............$ 33.62      7.5%+25.5
Lineman & Technician...............$ 42.02      7.5%+25.5
Mechanic..............................$ 33.62      7.5%+25.5

FOOTNOTE:

Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-004 01/01/2011

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rates</td>
<td>Fringes</td>
</tr>
</tbody>
</table>

Line Construction:
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities (where no other trades are or have been involved):
Flagman: $24.79 15.00+6.5%+a
Groundman digging machine operator: $37.19 15.00+6.5%+a
Groundman truck driver (tractor trailer unit): $35.12 15.00+6.5%+a
Groundman Truck driver: $33.06 15.00+6.5%+a
Lineman and Technician: $41.32 15.00+6.5%+a
Mechanic: $33.06 15.00+6.5%+a
Overhead transmission line work (where other trades are or have been involved):
Flagman: $26.29 15.00+6.5%+a
Groundman digging machine operator: $39.44 15.00+6.5%+a
Groundman truck driver (tractor trailer unit): $37.25 15.00+6.5%+a
Groundman Truck driver: $35.06 15.00+6.5%+a
Lineman and Technician: $43.82 15.00+6.5%+a
Mechanic: $35.06 15.00+6.5%+a
Substation:
Cable Splicer: $45.45 15.00+6.5%+a
Flagman: $24.79 15.00+6.5%+a
Ground man truck driver: $33.06 15.00+6.5%+a
Groundman digging machine operator: $37.19 15.00+6.5%+a
Groundman truck driver (tractor trailer unit): $35.12 15.00+6.5%+a
Lineman & Technician: $41.32 15.00+6.5%+a
Mechanic: $33.06 15.00+6.5%+a
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or
gas filled transmission
conduit and cable
installations (including
any and all fiber optic
ground product by any
other name manufactured
for the dual purpose of
ground fault protection
and fiber optic
cable installation and
maintenance jobs or
projects, and maintenance
bonding of rails; Pipetype
cable installation
Cable Splicer..............$ 46.87 15.00+6.5%+a
Flagman....................$ 25.57 15.00+6.5%+a
Groundman Digging Machine
Operator.....................$ 38.35 15.00+6.5%+a
Groundman Truck Driver
(tractor-trailer unit)......$ 36.22 15.00+6.5%+a
Groundman Truck Driver.....$ 34.09 15.00+6.5%+a
Lineman & Technician.......$ 42.61 15.00+6.5%+a
Mechanic...................$ 34.09 15.00+6.5%+a

TELEPHONE, CATV
FIBEROPTICS CABLE AND
EQUIPMENT
Cable splicer/Central
Office Person...............$ 23.07 3.05+3%
Cable splicer..............$ 27.44 4.43 + 3%
Groundman...............$ 13.81 4.43 + 3%
Installer Repairman-
Teledata
Lineman/Tecnician-
Equipment Operator........$ 26.05 4.43 + 3%
TREE TRIMMER...............$ 21.64 7.36+3%

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial
Day, Good Friday, Independence Day, Labor Day, Thanksgiving
Day, Christmas Day, and Election Day for the President of
the United States and Election Day for the Governor of New
York State, provided the employee works two days before or
two days after the holiday.

b. New Years Day, Washington's Birthday, Good Friday,
Thanksgiving Day, Day after Thanksgiving Day and Christmas
Day.

----------------------------------------------------------------
ELEV0014-001 01/01/2012

Rates Fringes

ELEVATOR MECHANIC.................$ 43.13 23.535+a+b

FOOTNOTE:

a. 8 Paid Holidays: New Years Day, Memorial Day,

b. 6% Men under 5 years based on regular hourly rate for all hours worked 8% Men over 5 years based on regular hourly rate for all hours worked

ENGI0017-012 07/01/2011

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>GROUP 1.....................$ 31.41</td>
<td>25.41+a</td>
</tr>
<tr>
<td>GROUP 2.....................$ 26.91</td>
<td>25.41+a</td>
</tr>
<tr>
<td>GROUP 3.....................$ 32.16</td>
<td>25.41+a</td>
</tr>
<tr>
<td>GROUP 4.....................$ 32.41</td>
<td>25.41+a</td>
</tr>
<tr>
<td>GROUP 5.....................$ 32.91</td>
<td>25.41+a</td>
</tr>
<tr>
<td>GROUP 6.....................$ 32.48</td>
<td>25.41+a</td>
</tr>
</tbody>
</table>

NOTE: HAZARDOUS WASTE PREMIUM $2.50
TUNNEL WORK $1.00

FOOTNOTES:

a. PAID HOLIDAYS: A-New Year's Day; B-Memorial Day;
   C-Independence Day; D-Labor Day; Thanksgiving Day;
   F-Christmas Day, provided the employee has worked the day
   before and the day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Air hoist, all boom type equipment (100 ft. or
less), all pan and carry-alls, archer hoist, asphalt roller
asphalt spreader or paver, automatic fine grade machine
(CMI and similar type), archer hoist, backhoe and pull hoe
(tractor mounted and rubber mounted), back filling machine,
belt place (CMI and similar), bending machine (pipe),
bituminous spreader and mixer, black top plant (automated),
black top plant (non-automated), blast or rotary drill
(truck or track mounted), blower for burning brush, boiler
(when used for power), boom trucks, boring machine,
bulldozer, cableway cage hoist, caisson auger, central mix
plant (and all concrete batching plants), cherry picker
(over 5 tons), cherry picker (under 5 tons), chipping
machine and chip spreader, concrete curb and gutter
machines, concrete curing machine, concrete mixer (over 1/2
cu. yd.) concrete pavement spreaders and finishers,
concrete paver, concrete pump, concrete saw
(self-propelled), conveyor, core drill, crane, crusher,
derrick operator, 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, hoist-one drum, hoisting engine, hydraulic
boom, hydraulic hammer, (self propelled), hydraulic pipe
jack machine (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), locomotive, lubrication truck, maintenance engineer, maintenance lubrication unit or truck, mine hoist, mixr for stabilized base (self-propelled), monorail, motorized hydraulic pin puller, motorized hydraulic seeder mucking machine, mulching machine, multiple drum hoist (more than 1 drum in use), overhead crane, peine crane (or similar type), pile driver, plant engineer, pneumatic mixer, post hole digger, power boom, pump crete, push or snatch cat, quarry master or equivalent road widener, rock bit sharpener (all types), roller (all), rolling machin (pipe), rotomill, scoopmobile, shovel, side boom, skimmer, slip form paver (CMI and similar type, first and second operator), snorkel, strato-tower, stump chipping machine, tire truck and repair, towed roller, tractor drawn belt type grader/loader, tractor shovel, tractor with towed accessories, tractors (when using winch power), tractors, trencher, truck crane, tunnel shovel, tube finisher (CMI and similar type), vibratory compactor, vibro tamp, well drilling machine, well point, winch, winch truck with "A" frame.

GROUP 2: Aggregate bin, CMI and similar type concrete spreads, 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), jeep trencher, power heaterman, power plant in excess of 10 K.W., pump (4" or over), revinius widener, stem cleaner, stump chipping machine, welding machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

GROUP 3: Crane with boom over 100 feet

GROUP 4: Crane with boom over 200 feet

GROUP 5: Crane with boom over 300 feet

GROUP 6: Master mechanic

----------------------------------------------------------------

IRON0006-003 05/01/2011

ERIE COUNTY (EXCEPT THE NORTHERN HALF OF GRAND ISLAND), CATTARAUGUS COUNTY, AND CHAUTAUQUA (ARKWRIGHT, CHARLOTTE CHERRY CREEK, ELLINGTON, CITY OF BROCTON IN PORTLAND TOWNSHIP, HANOVER, FONFRET, SHERIDAN, VILLENOVA TOWNSHIPS)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ironworker (Structural, Ornamental, Reinforcing Steel, Welders, Riggers and Rodman)......... $ 27.67</td>
<td>21.79</td>
</tr>
<tr>
<td>Fence Erectors.......... $ 26.27</td>
<td>20.29</td>
</tr>
<tr>
<td>Layout man</td>
<td>$ 28.17</td>
</tr>
<tr>
<td>----------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Window Erectors</td>
<td>$ 25.32</td>
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IRON0006-014 08/01/2003

CHAUTAUQUA (REMAINDER OF COUNTY)

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<tbody>
<tr>
<td>Ironworker</td>
<td>$ 22.17</td>
</tr>
<tr>
<td>Sheeters</td>
<td>$ 24.39</td>
</tr>
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</table>

IRON0009-002 05/01/2011

ERIE (Township of Grand Island)

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Ironworker</td>
<td>$ 28.82</td>
</tr>
<tr>
<td>Sheeter</td>
<td>$ 31.70</td>
</tr>
</tbody>
</table>

LAB00210-003 07/01/2009

<table>
<thead>
<tr>
<th>Rates</th>
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</table>

Laborers:

<table>
<thead>
<tr>
<th>ERIE COUNTY HEAVY &amp; HIGHWAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1</td>
</tr>
<tr>
<td>GROUP 2</td>
</tr>
<tr>
<td>GROUP 3</td>
</tr>
<tr>
<td>GROUP 4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ERIE COUNTY SEWER/WATER</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1</td>
</tr>
<tr>
<td>GROUP 2</td>
</tr>
<tr>
<td>GROUP 3</td>
</tr>
<tr>
<td>GROUP 4</td>
</tr>
<tr>
<td>GROUP 5</td>
</tr>
<tr>
<td>GROUP 6</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ERIE COUNTY TUNNEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1</td>
</tr>
<tr>
<td>GROUP 2</td>
</tr>
<tr>
<td>GROUP 3</td>
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<td>GROUP 4</td>
</tr>
<tr>
<td>GROUP 5</td>
</tr>
<tr>
<td>GROUP 6</td>
</tr>
<tr>
<td>GROUP 7</td>
</tr>
</tbody>
</table>

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Laborers; flagmen; outboard and hand boats; demolition worker; IBC barriers (except on structures); guard rails; road markers

GROUP 2: Bull float; chain saw; concrete aggregate bin; concrete bootman; gin buggy; hand or machine vibrator; jackhammer; mason tender mortar mixer; pavement breaker; handlers of all steel mesh; small generators for laborers' tools; installation of bridge drainage pipe; pipelayers; vibrator type rollers; tamper; drill doctor; tail or screw
operator on asphalt paver; water pump (2" and single diaphram); nozzle (asphalt, gunnite, seeding and sandblasting); 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 laborers; laser man

GROUP 3: All rock or drilling machine operators (except quarry master and similar type); acetylene torch operator; asphalt raker; powderman; welder

GROUP 4: Blasters; curb & flat work form setters (except on structures); stone or granite curb setters

SEWER/WATER CLASSIFICATIONS

GROUP 1: General; flagman; top man; wreckers

GROUP 2: Foundation; rod carriers; plaster tender; scaffold bootman; pneumatic, gas, electric tool operator; jackhammer; chipping guns

GROUP 3: Mortar mixer over 8 feet in depth

GROUP 4: Pavement formsetter; steelburner; caisson; wagon drill operator; pipelayer; swing scaffold

GROUP 5: Utility pave driver; laser operator

GROUP 6: Blaster

TUNNEL CLASSIFICATIONS

GROUP 1: Mole nipper; powder handler; top laborer

GROUP 2: Air spade; jackhammer; pavement breaker

GROUP 3: Top bell

GROUP 4: Bottom bell; side or roofbelt driller; burners; trackmen; nippers; derailmen; hosemen; groutmen; gravelmen; form workers; movers & shaftmen; conveyormen

GROUP 5: Powder monkey

GROUP 6: Blasters; ironmen; welder; heading driller

GROUP 7: Piledriver; rigger

FOR HEAVY/HIGHWAY & TUNNEL: Additional $1.00 added to base rate for all deleader & asbestos work. Additional $2.00 added to base rate for all hazardous waste work.

LABO0621-001 07/01/2011

Townships of French Creek, Clymer, Harmony, Busti, Kiantone, Carroll, Mina, Sherman, Ellicott, Poland, Jamestown, North
Harmony, Gerry, Chautauqua, Ellington, Ellery, and Stockton in CHAUTAUQUA County

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1</td>
<td>$ 23.84</td>
<td>12.25</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$ 24.24</td>
<td>12.25</td>
</tr>
</tbody>
</table>

LABORER CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagman; outboard and hand boats; Bull float; Chain Saw; Concrete aggregate bin; Concrete boot; Gin Buggy; Hand or machine vibrator jack hammer; Mason tender; Mortar mixer; pavement breaker; Handler of all steel mesh; Small generator for laborer tools, installation of bridge drainage pipe; Pipe layers; Vibrator type rollers; Tamper drill doctor; Water pump operator (1-1/2" and single diaphragm); Nozzle (asphalt, gunite, seeding and sandblasting); 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 laborers.

GROUP 2: Blasters; Form setter; stone or granite curb setters; Designated asphalt rakers (not to include cold patch); tail or screw operator on asphalt paver. All rock or drilling machine operators (except quarry master and similar type); acetylene torch operators; powdermen.

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CHAUTAUQUA COUNTY (Townships of Ripley, Westfield, Portland, Pomfret, Dunkirk, Sheridan, Hanover, Villenova, Arkwright, Cherry Creek and Charlotte)

<table>
<thead>
<tr>
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<th>Rates</th>
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<tr>
<td>GROUP 1</td>
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CHAUTAUQUA COUNTY (Townships of Ripley, Westfield, Portland, Pomfret, Dunkirk, Sheridan, Hanover, Villenova, Arkwright, Cherry Creek and Charlotte) HEAVY AND HIGHWAY CONSTRUCTION

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</table>

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http://www.wdol.gov/wdol/scafiles/davisbacon/NY8.dvb

3/20/2012
For HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Flagmen, Outboard and Hand Boats, Demolition Worker, Nurseryman, IBC Barriers except on Structures, Guard Rail and Road Markers, Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operor on Asphalt Paver, Waterpump Operators (1 1/2" and single diaphragm), Nozzle (asphalt gunite, 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, Laser Man.

GROUP 2: All Rock or Drilling Machine Operators (except quarry master and similar type), Acetylene Torch Operators and Asphalt Raker, Powderman, Blaster, Curb and Flat Work Form Setter not on structures, Stone or Granite curb setters, Stone Cutter.

For HEAVY & HIGHWAY CLASSIFICATIONS in CHAUTAUQUA COUNTY (Remaining Townships)

GROUP 1: Flagman, Outboard and hand boats, Bull float, Chain Saw, Concrete aggregate bin, Concrete boot, Gin buggy, Hand or machine vibrator jack hammer, Mason tender, Mortar mixer, pavement breaker, handler of all steel mesh, Small generator for laborers' tools, installation of bridge drainage pipe; Pipe layers, Vibrator type rollers, Tamper drill doctor, Water pump operator (1 1/2" and single diaphragm), Nozzle (asphalt, gunite, seeding and sandblasting) 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 laborers.

GROUP 2: Blasters, Form setters, stone or granite curb setters; Designated asphalt rakers (not to include cold patch), tail or screw operator on asphalt paver. All rock or drilling machine operators (except quarry master and similar type), acetylene torch operators, powderman.

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PAIN0004-001 05/01/2011

CHAUTAUQUA COUNTY (Townships of Awkwright, Dunkirk, Hanover, Pomfret, Portland, Sheridan, Villenova); CATTARAUGUS COUNTY (Townships of Ashford, Dayton, East Otto, Machias, Otto, Perrysburg, Persia, Yorkshire); ERIE COUNTY (Entire county, excluding area North of Whitehaven Road, Grand Island)

Rates Fringes

Painters: (BUILDING CONSTRUCTION)
ERIE COUNTY
BRUSH AND ROLLER $ 24.14 19.75
DRYWALL/TAPING $ 24.64 19.75
WALLCOVERING $ 24.39 19.75

Painters: (HEAVY & HIGHWAY
CONSTRUCTION)
CATTARAUGUS, CHAUTAUQUA &
ERIE COUNTIES $ 31.00 16.10

PAIN0004-004 05/01/2007

ERIE COUNTY, (AREA NORTH OF WHITEHAVEN ROAD, GRAND ISLAND, NEW YORK)

Rates Fringes

Painters:
BUILDING CONSTRUCTION

Lead Abatement $ 25.84 15.30
Painters $ 23.89 15.30
Spraying, Paperhangers,
Sand-Blasting, Swinging
scaffold $ 24.14 15.30
Tapers $ 24.39 15.30

HEAVY & HIGHWAY
CONSTRUCTION

Bridge Painter $ 31.00 16.10

PAIN0004-007 05/01/2010

Rates Fringes

GLAZIER $ 23.49 15.08

PAIN0004-008 05/01/2007

CATTARAUGUS COUNTY - Townships of Leon, Conewango, Randolph,
South Valley, Napoli and New Albion;

CHAUTAUQUA COUNTY - Townships of French Creek, Mina, Ripley,
Westfield, Sherman, Clymer, Chautauqua, North Harmony, Harmony,
Busti, Ellery, Stockton, Charlotte, Gerry, Ellicott, Jamestown,
Kiantone, Carroll, Poland, Ellington and Cherry Creek.

Rates Fringes

Painters: (HEAVY & HIGHWAY
CONSTRUCTION)

Bridges $ 31.00 16.10

PAIN0004-017 05/01/2007

CATTARAUGUS COUNTY (Townships of Cold Spring, Elko, Mansfield,
Little Valley, Salamanca Indian Reservation, Red House,
Ellicottville, Great Valley, Carrollton, Franklinville,
Humphrey, Allegany, Freedom, Farmersville, Lyndon, Ishua,
Hinsdale, Olean and Portville)
Painters: (HEAVY & HIGHWAY CONSTRUCTION)

- Bridges..................... $ 31.00 16.10

PLAS0009-001 06/01/2011

Plasterer.................... $ 27.55 14.34

PLAS0111-001 07/01/2009

Cement Finisher.............. $ 25.00 22.82

PLUM0022-001 05/01/2011

Cattaraugus- Townships of Perryburg, Dayton, Persia, Otto, Leon, and New Albion;

Chautauqua- Townships of Hanover, Sheridan, Dunkirk, Pomfret, Arkwright, Villanova, Portland, Stockton, Charlotte, Ripley and Westfield;

Erie- All Townships in the County.

Plumber/pipefitter

- Zone 1...................... $ 30.88 18.66

Steamfitter

- Zone 1...................... $ 30.88 18.66

PLUM0022-004 05/01/2011

Zone 2

Cattaraugus- Townships of Conewango, Napoli, East Otto, Mansfield, Little Valley, Randolph, South Valley, Colesprings, Salemanca, Ashford, Ellicottsville, Great Valley, Carrolton, Yorkshire, Freedom, Farmersville Station, Machias, Lyndon, Franklinville, Humphrey, Ischua, Allegany, Hinsdale, Olean, Portville;

Zone 1

Chautauqua - Townships of Cherry Creek, Ellington, Polland, Carroll, Gerry, Ellicott, Kiantone, Ellery, Busti, Harmony, North Harmony, Chautauqua, Sherman, Mina, French Creek, Clymer.

Plumber/pipefitter

- Zone 1...................... $ 30.88 18.66

- Zone 2...................... $ 28.79 18.66

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<thead>
<tr>
<th>Work Description</th>
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<td>Composition</td>
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*ROOF0210-004 06/01/2010*

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<td>Sheet metal worker</td>
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<tr>
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<tbody>
<tr>
<td>Truck drivers</td>
<td>$30.14</td>
<td>4.85+a+b</td>
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Work on a hazardous waste site then additional $2.00 per hour.

FOOTNOTE: a. Pension $40.40 per day
b. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day provided the employee has worked the working day before and after the holiday.

TEAM0264-001 07/01/2008

CATTARAUGUS AND CHAUTAUQUA COUNTIES

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<tr>
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<td>$ 24.40</td>
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FOOTNOTE:

a. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided employee has worked the day before and the day after the holiday.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pickups, panel trucks, flatboy material trucks (straight jobs), single-axle dump trucks, dumpsters, Tandems, batch trucks, mechanics semi trailers, low-boy trucks, asphalt distributor trucks, agitator, mixer trucks and dumpcrete type vehicles, truck mechanics, fuel trucks.

GROUP 2: Specialized earth moving equipment-euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit, off-highway tandem back-dump, twin engine equipent and double-hitched equipment where not self-loaded.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers
An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:
2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION
The New York State Department of Labor (NYSDOL) has issued a project-specific prevailing wage rate schedule for this Contract. The New York State Labor Law requires the Contractor and all subcontractors to ensure that all workers employed in the performance of a public work contract are paid not less than the prevailing wage rate and supplemental (fringe) benefits in the locality where the work is performed.

The project-specific prevailing wage rate schedule, together with all updates and amendments, is incorporated by reference in this Contract, and made a part hereof, as though fully set forth herein. The schedule may be accessed by visiting the NYSDOL website, navigating to the appropriate web page for prevailing wages, and entering the Prevailing Rate Case Number (PRC#). The PRC# is found on NYSDOL Form PW-200, the following page in this Contract Proposal. The project-specific prevailing wage rate schedule and all wage rate amendments are annexed electronically through the following link:

www.labor.ny.gov

It is the obligation of the Contractor and all subcontractors to obtain all updated prevailing wage rate schedules and to pay all workers in accordance with the periodic wage rate schedule updates issued by the NYSDOL. Any changes or clarifications of labor classifications, and information on the applicability of particular prevailing wage rates, must be obtained from the Office of the Director of the Bureau of Public Work at the New York State Department of Labor.
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 2011 through June 2012. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: ________________________  Date Cancelled: ________________________

Name & Title of Representative: ____________________________________________________

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

www.labor.state.ny.us.  PW 200  PWAsk@labor.state.ny.us
General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.
Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by 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 NYSL Labor Laws, Article 8, Section 220-a).

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

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

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

**Withholding of Payments**

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

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

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

**Summary of Notice Posting Requirements**

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

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.
Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

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

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

Apprentices

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

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.
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:
   [ ] (01) General Construction
   [ ] (02) Heating/Ventilation
   [ ] (03) Electrical
   [ ] (04) Plumbing
   [ ] (05) Other: __________________

Approximate Starting Date: ______ / ______ / ______
Approximate Completion Date: ______ / ______ / ______

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

www.labor.state.ny.us  PW 16  PWAsk@labor.state.ny.us
IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

NOTE: This change does not affect the Department’s ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.
To all State Departments, Agency Heads and Public Benefit Corporations

IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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


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

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

Reports should contain the following information:

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

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

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

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

Required Posting For Labor Law
Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us.
ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT

The law says that you are an employee unless:
- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business
Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.

Employee rights. If you are an employee:
- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - workers’ compensation benefits for on-the-job injuries
  - payment for wages earned, minimum wage, and overtime (under certain conditions)
  - prevailing wages on public work projects
  - the provisions of the National Labor Relations Act and
  - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:
- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:
- **Civil Penalty**
  - First Offense: up to $2,500 per employee.
  - Subsequent Offense(s): up to $5,000 per employee.

- **Criminal Penalty**
  - First Offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing Public Work for up to one year.
  - Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a $50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:
WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

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

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

THIS IS A:

PUBLIC WORK PROJECT

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

Chapter 629 of the Labor Laws of 2007:

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

www.labor.ny.gov

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

<table>
<thead>
<tr>
<th>Location</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany</td>
<td>(518) 457-2744</td>
</tr>
<tr>
<td>Binghamton</td>
<td>(607) 721-8005</td>
</tr>
<tr>
<td>Buffalo</td>
<td>(716) 847-7159</td>
</tr>
<tr>
<td>Garden City</td>
<td>(516) 228-3915</td>
</tr>
<tr>
<td>New York City</td>
<td>(212) 775-3568</td>
</tr>
<tr>
<td>Newburgh</td>
<td>(845) 568-5156</td>
</tr>
<tr>
<td>Patchogue</td>
<td>(631) 687-4886</td>
</tr>
<tr>
<td>Rochester</td>
<td>(585) 258-4505</td>
</tr>
<tr>
<td>Syracuse</td>
<td>(315) 428-4056</td>
</tr>
<tr>
<td>Utica</td>
<td>(315) 793-2314</td>
</tr>
<tr>
<td>White Plains</td>
<td>(914) 997-9507</td>
</tr>
</tbody>
</table>

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or

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

Effective July 18, 2008

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

NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.
Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:
   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   **Rochester Institute of Technology OSHA Education Center**
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   **Atlantic OSHA Training Center**
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~GROUP~AOTCON~10~

   **Atlantic OSHA Training Center**
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail:mailto:japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   **Keene State College**
   Manchester, NH
   Leslie Singleton
   e-mail: lsingleton@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:
   www.OutreachTrainers.org
Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.
WICKS Reform 2008

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

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project’s threshold would increase from $50,000 to: $3 million in Bronx, Kings, New York, Queens and Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.

- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA’s would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.
IMPORTANT INFORMATION

Regarding Use of Form PW30R

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

To use the ‘4 Day / 10 Hour Work Schedule’:

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

AND

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

REMEMBER...

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

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 PW30R

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

Before completing Form PW30R check to be sure ...

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

Instructions (Type or Print legibly):

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

Project Information:
- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply
  
  ***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 PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 – OR –
- Fax the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870
Before completing Form PW30R check to be sure …

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

Please Type or Print the Requested Information

When completed …

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

Contractor Information

Company Name: ________________________________ FEIN: __________
Address: ______________________________________
City: __________________________ State: _______ Zip Code: __________
Phone Number: __________ Fax Number: __________ Email Address: __________
Contact Person: ________________________________
Phone No: __________ Fax No: __________ Email: ____________________

Project Information

Project PRC#: ____________________________ Project Name/Type: __________________________
Exact Location of Project: __________________________ County: _________________
(If you are Subcontractor) Prime Contractor Name: ____________________________
Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 2 & 3)
*** Do not write in any additional Classifications or Counties***

Requestor Information

Name: ________________________________
Title: __________________________ Date: ____________________
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<tr>
<th>Job Classification</th>
<th>Tag #</th>
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<td>277h Os</td>
<td>Oswego</td>
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<td>Electrician</td>
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<td>Nassau, Suffolk</td>
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<td>Electrician</td>
<td>43</td>
<td>Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne</td>
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<td>Elevator Constructor</td>
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<td>Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester</td>
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<td>Elevator Constructor</td>
<td>62.1</td>
<td>Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins</td>
<td></td>
</tr>
</tbody>
</table>
# 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***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Applicable Counties</th>
<th>Check Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glazier</td>
<td>677.1</td>
<td>Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates</td>
<td></td>
</tr>
<tr>
<td>Insulator - Heat &amp; Frost</td>
<td>30-Syracuse</td>
<td>Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins</td>
<td></td>
</tr>
<tr>
<td>Operating Engineer - Heavy &amp; Highway</td>
<td>832H</td>
<td>Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>178 B</td>
<td>Broome, Chenango, Tioga</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>178 E</td>
<td>Chemung, Schuyler, Steuben</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>178 O</td>
<td>Delaware, Otsego</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>31</td>
<td>Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>38 O</td>
<td>Oswego</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>4-Buf, Nia, Olean</td>
<td>Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>4-Jamestown</td>
<td>Cattaraugus, Chautauqua</td>
<td></td>
</tr>
<tr>
<td>Sheetmetal Worker</td>
<td>46</td>
<td>Livingston, Monroe, Ontario, Seneca, Wayne, Yates</td>
<td></td>
</tr>
<tr>
<td>Teamster - Heavy &amp; Highway</td>
<td>317a hh</td>
<td>Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates</td>
<td></td>
</tr>
<tr>
<td>Teamster - Heavy &amp; Highway</td>
<td>693.H/H</td>
<td>Broome, Chenango, Delaware, Otsego, Tioga</td>
<td></td>
</tr>
</tbody>
</table>
Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

<table>
<thead>
<tr>
<th>Title (Trade)</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker (Construction)</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Boilermaker (Shop)</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Carpenter (Bldg.,H&amp;H, Pile Driver/Dockbuilder)</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Carpenter (Residential)</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Electrical (Outside) Lineman</td>
<td>1:1,1:2</td>
</tr>
</tbody>
</table>
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 - Buffalo 716-847-7159 716-847-7650
Bureau of Public Work - Garden City 516-228-3915 516-794-3518
Bureau of Public Work - Newburgh 845-568-5287 845-568-5332
Bureau of Public Work - New York City 212-775-3568 212-775-3579
Bureau of Public Work - Patchogue 631-687-4882 631-687-4904
Bureau of Public Work - Rochester 585-258-4505 585-258-4708
Bureau of Public Work - Syracuse 315-428-4056 315-428-4671
Bureau of Public Work - Utica 315-793-2314 315-793-2514
Bureau of Public Work - White Plains 914-997-9507 914-997-9523
Bureau of Public Work - Central Office 518-457-5589 518-485-1870
Asbestos Worker 03/01/2012

JOB DESCRIPTION  Asbestos Worker  

ENTIRE COUNTIES  Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, 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  07/01/2011 

Asbestos Worker  
Removal &  Abatement Only  
$ 17.50 plus additional $3.00*

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

* To be allocated at a later date

SUPPLEMENTAL BENEFITS  
Per hour paid

Journeyman  $ 7.50

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

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

*Code Q applies to 4, 6, & 25
**Code T applies to 2

Boilermaker 03/01/2012

JOB DESCRIPTION  Boilermaker  

ENTIRE COUNTIES  Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

WAGES  
Per hour:  07/01/2011  01/01/2012

Boilermaker  $ 30.27  $ 29.64

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

SUPPLEMENTAL BENEFITS  
Per hour worked:

$ 21.92**  $ 24.30****

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:

1000 hour terms at the following percentage of Journeyman's wage:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage</td>
<td>65%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td>95%</td>
</tr>
</tbody>
</table>

Note - add $1.00 per hour to the wage rate for 1st through 6th term.

Supplemental Benefits per hour worked:

1st to 6th  $ 20.92*  $ 23.30***
Carpenter - Building / Heavy&Highway 03/01/2012

JOB DESCRIPTION  Carpenter - Building / Heavy&Highway

ENTIRE COUNTIES  Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES
Per hour: 07/01/2011

Building and Heavy Highway:
- Piledriver $ 31.11
- Dockbuilder 31.11

Marine Construction:
- Diver Tender 32.11*
- Diver 42.23*

* Note - rate applies to all hours worked the day a diver dives. If a diver does not dive the piledriver / dockbuilder rate applies.

Pipe penetration rate for divers: 0' to 50' free, additional $0.75 per foot per hour from 51' to 100', plus $1.00 per foot per hour for 101' and deeper.

Depth pay for divers: 0' to 80' free, additional $0.50 per foot per hour from 81' to 100', plus $0.75 per foot per hour from 101' to 150', plus $1.25 per foot per hour for 151' and deeper. The deepest dive of the day will constitute the depth pay.

Additional $1.00 per hour for DOT and ABS Certified Welders.

Additional $2.50 per hour for hazardous and toxic waste projects.

SUPPLEMENTAL BENEFITS
Per hour paid:

$ 22.36

OVERTIME PAY
See (B, E, Q, V) 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:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$8.94</td>
<td>$8.94</td>
<td>$11.44</td>
<td>$11.44</td>
<td></td>
</tr>
</tbody>
</table>

3-76BHH-All

Carpenter - Building / Heavy&Highway 03/01/2012

JOB DESCRIPTION  Carpenter - Building / Heavy&Highway


WAGES
Wages per hour: 07/01/2011

Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer $ 26.50
SUPPLEMENTAL BENEFITS
Per hour Paid:

Journeyman $ 18.00

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

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (6, 16, 27) on HOLIDAY PAGE
Note: When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:
1st 2nd 3rd 4th
50% 60% 70% 80%

Supplemental Benefits per hour paid:

Carpenter
1st year term $ 9.00
2nd year term 14.40
3rd year term 15.30
4th year term 16.20

JOB DESCRIPTION
Carpenter - Building / Heavy&Highway

ENTIRE COUNTIES
Erie

PARTIAL COUNTIES
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES
Per hour: 07/01/2011 06/01/2012 06/01/2013

Building:
Carpenter $ 28.30 $1.17 $ 1.73
FloorLayer 28.30 1.17 1.73
Welder 29.30 1.17 1.73

Heavy&Highway:
Carpenter $ 30.05 $1.21 $ 1.79
FloorLayer 30.05 1.21 1.79
Welder 31.05 1.21 1.79

An addition $1.50 per hour on hazardous waste sites requiring personal protective equipment.

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

SUPPLEMENTAL BENEFITS
Per hour paid:

$ 23.78

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
Note - Saturday may be used as a make-up day at straight time when an employee has a unexcused absence during the week (applies only to those employees on a project that lost a day on that same project).
REGISTERED APPRENTICES
Wages per hour:

One year terms at the following wage:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental benefits per hour paid:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 8.25</td>
<td>$ 8.25</td>
<td>$ 10.75</td>
<td>$ 10.75</td>
<td></td>
</tr>
</tbody>
</table>

Electrician 03/01/2012

JOB DESCRIPTION
Electrician

ENTIRE COUNTIES
Erie

PARTIAL COUNTIES

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: 07/01/2011

Electrician* $ 31.39

* Includes teledata work, except for work bid on and awarded BEFORE 7/1/2007. For all such work see ELECTRICIAN - TELEDATA/SOUND WIREMAN.

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 $1.00/hr for Cable Splicers on such work as lead, and shielded cable and splices or terminations on cable 9KV 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:

$ 19.50*

* 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:

<table>
<thead>
<tr>
<th></th>
<th>0 to 1000</th>
<th>1000 to 2000</th>
<th>2000 to 3500</th>
<th>3500 to 5000</th>
<th>5000 to 6500</th>
<th>6500 to 8000</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 11.60</td>
<td>$ 12.55</td>
<td>$ 14.15</td>
<td>$ 17.25</td>
<td>$ 21.95</td>
<td>$ 25.10</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>0 to 2000</th>
<th>2000 to 6500</th>
<th>6500 to 8000</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 9.35*</td>
<td>$ 17.20*</td>
<td>$ 19.50*</td>
<td></td>
</tr>
</tbody>
</table>

* NOTE - add 3% of the posted straight time or applicable premium wage rate.
Electrician - Teledata/Sound Wireman***

JOB DESCRIPTION Electrician - Teledata/Sound Wireman***

ENTIRE COUNTIES Erie

PARTIAL COUNTIES
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
***IMPORTANT INFORMATION - These rates are applicable only for projects bid on and awarded before July 1, 2007. Please contact the NYSDOL Bureau of Public Work - Buffalo District Office for additional information (phone 716-847-7159). For all other projects, please see ELECTRICIAN 41 rate.***

Per hour: 07/01/2011

Teledata/Sound Wireman call
Cabler* call

SUPPLEMENTAL BENEFITS
Per hour worked:

Teledata/Sound Wireman call
Installer call
Cabler call

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

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

Elevator Constructor

JOB DESCRIPTION Elevator Constructor

ENTIRE COUNTIES Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

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

Elevator Constructor $ 41.98 $ 3.00
Helper 29.39 3.00

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

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

SUPPLEMENTAL BENEFITS
Per hour worked: $ 21.78*

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 terms at the following percentage of Journeyman's wage:

1st  2nd  3rd  4th  
55%  65%  70%  80%

Supplemental benefits per hour worked:
$ 21.78*  
* Note - add 6% of regular hourly rate for all hours worked.

Glazier

03/01/2012

JOB DESCRIPTION  Glazier

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES
Per hour:
07/01/2011  05/01/2012  
Glazier $ 24.00  $ 1.45  
Working off Suspended  
Scaffold (Swing Stage) 25.00  1.45  
Maintenance 10.60* 0.80  
* Note - This rate to be used only for all repair and replacement work such as glass breakage, glass replacement, door repair and board ups.

SUPPLEMENTAL BENEFITS
Per hour worked:
Journeymen Glazier $ 16.07  
Maintenance 10.07  

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 $ 6.30  
3rd & 4th terms 7.15  
All other terms 8.05  

Insulator - Heat & Frost

03/01/2012

JOB DESCRIPTION  Insulator - Heat & Frost

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES
Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield and Pembroke.

WAGES
Per Hour:
07/01/2011  
Heat & Frost Insulator $ 29.10  

SUPPLEMENTAL BENEFITS
Per hour worked:  
$ 17.19  

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:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1st and 2nd</td>
<td>$13.54</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd and 4th</td>
<td>$17.19</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**JOB DESCRIPTION** Ironworker

**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, Trumansburg and West Union.

**WAGES**
Per hour: 07/01/2011

<table>
<thead>
<tr>
<th>Job</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural</td>
<td>$27.67</td>
</tr>
<tr>
<td>Ornamental</td>
<td>$27.67</td>
</tr>
<tr>
<td>Layout</td>
<td>$28.17</td>
</tr>
<tr>
<td>Rodmen</td>
<td>$27.67</td>
</tr>
<tr>
<td>Reinforcing</td>
<td>$27.67</td>
</tr>
<tr>
<td>Welders</td>
<td>$27.67</td>
</tr>
<tr>
<td>Riggers &amp; Mach. Movers</td>
<td>$27.67</td>
</tr>
<tr>
<td>Window Erector</td>
<td>$25.32</td>
</tr>
<tr>
<td>Fence Erector</td>
<td>$26.27</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**
Per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fence erectors</td>
<td>$21.03</td>
</tr>
<tr>
<td>All others</td>
<td>$22.53</td>
</tr>
</tbody>
</table>

**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:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$16.00</td>
<td>$18.00</td>
<td>$20.00</td>
<td>$22.00</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$8.24</td>
<td>$15.77</td>
<td>$16.86</td>
<td>$17.93</td>
<td></td>
</tr>
</tbody>
</table>
Ironworker

JOB DESCRIPTION  Ironworker

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: 07/01/2011

- Structural  $28.82
- Ornamental  28.82
- Reinforcing  28.82
- Rigger & Mach. Mover  28.82
- Pre-Engineered  28.82
- Fence Erector  28.82
- Pre-Cast Erector  28.82
- Welder  28.82
- Window Erector  28.82
- Sheeter  31.70

SUPPLEMENTAL BENEFITS

Per hour worked: $21.63

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  $16.00
2nd term  18.00
3rd term  20.00
4th term  22.00

Supplemental benefits per hour worked:

1st term  $8.50
2nd term  14.59
3rd term  15.46
4th term  16.33

---

Laborer - Building

JOB DESCRIPTION  Laborer - Building

ENTIRE COUNTIES  Erie

PARTIAL COUNTIES  
Cattaraugus: Only the Townships of Perrysburg and the Village Gowanda.

WAGES

CLASS A: Basic, Boat Safety Man, Flagman, Tool Room Man, Nurseryman, Demolition Worker, Top Man, Wrecker, IBC Barriers Except on Structures, and 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: Asbestos Removal, Deleader.

CLASS F: Hazardous Waste Worker.

<table>
<thead>
<tr>
<th>Class</th>
<th>Per hour:</th>
<th>07/01/2011</th>
<th>07/01/2012</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Building Laborer:</td>
<td>$24.58</td>
<td>$1.65</td>
<td>$1.65</td>
</tr>
<tr>
<td>B</td>
<td>24.75</td>
<td>1.65</td>
<td>1.65</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>24.86</td>
<td>1.65</td>
<td>1.65</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>25.33</td>
<td>1.65</td>
<td>1.65</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>25.58</td>
<td>1.65</td>
<td>1.65</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>26.58</td>
<td>1.65</td>
<td>1.65</td>
<td></td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

Per hour worked: $20.40

**OVERTIME PAY**

See (B, F, R) 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 percentage of Journeyman's wage:

<table>
<thead>
<tr>
<th>Range</th>
<th>0 to 500</th>
<th>55%</th>
<th>1000 to 1500</th>
<th>60%</th>
<th>2000 to 2500</th>
<th>65%</th>
<th>3000 to 4000</th>
<th>70%</th>
<th>4000</th>
<th>75%</th>
</tr>
</thead>
</table>

Supplemental benefits per hour worked:

$20.40

---

**Laborer - Heavy&Highway 03/01/2012**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**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, Gunite, 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.

<table>
<thead>
<tr>
<th>Group</th>
<th>Per hour:</th>
<th>07/01/2011</th>
<th>07/01/2012</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Heavy/Highway Laborer:</td>
<td>$26.11</td>
<td>$1.65</td>
<td>$1.65</td>
</tr>
<tr>
<td>B</td>
<td>26.31</td>
<td>1.65</td>
<td>1.65</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>26.51</td>
<td>1.65</td>
<td>1.65</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>27.71</td>
<td>1.65</td>
<td>1.65</td>
<td></td>
</tr>
</tbody>
</table>

For all Deleader & Asbestos work add 1.00 to Group A rate.
For all Hazardous waste work add 2.00 to Group A rate.
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.
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: 07/01/2011 07/01/2012 07/01/2013

Sewer/Water Laborer: Additional Additional

GROUP A $ 26.11 $ 1.65 $ 1.65
GROUP B 26.21 1.65 1.65
GROUP C 26.26 1.65 1.65
GROUP D 26.36 1.65 1.65
GROUP E 26.71 1.65 1.65
GROUP F 27.11 1.65 1.65

For all Deleader & Asbestos work add 1.00 to Group A rate.
For all Hazardous waste work add 2.00 to Group A rate.
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:
$ 20.40

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

HOLIDAY
Paid: See (5, 20, 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:

<table>
<thead>
<tr>
<th>Range</th>
<th>0 to 500</th>
<th>55%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>to 1000</td>
<td>60%</td>
</tr>
<tr>
<td></td>
<td>to 1500</td>
<td>65%</td>
</tr>
<tr>
<td></td>
<td>to 2000</td>
<td>70%</td>
</tr>
<tr>
<td></td>
<td>to 2500</td>
<td>75%</td>
</tr>
<tr>
<td></td>
<td>to 3000</td>
<td>80%</td>
</tr>
<tr>
<td></td>
<td>to 4000</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

$ 20.40

Laborer - Tunnel 03/01/2012

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, Deraillmen, 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.

<table>
<thead>
<tr>
<th>CLASS</th>
<th>Per hour: 07/01/11</th>
<th>Additional</th>
<th>Per hour: 07/01/12</th>
<th>Additional</th>
<th>Per hour: 07/01/13</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$26.61</td>
<td>$1.65</td>
<td>$26.61</td>
<td>$1.65</td>
<td>$26.61</td>
<td>$1.65</td>
</tr>
<tr>
<td>B</td>
<td>26.76</td>
<td>1.65</td>
<td>26.76</td>
<td>1.65</td>
<td>26.76</td>
<td>1.65</td>
</tr>
<tr>
<td>C</td>
<td>26.86</td>
<td>1.65</td>
<td>26.86</td>
<td>1.65</td>
<td>26.86</td>
<td>1.65</td>
</tr>
<tr>
<td>D</td>
<td>27.36</td>
<td>1.65</td>
<td>27.36</td>
<td>1.65</td>
<td>27.36</td>
<td>1.65</td>
</tr>
<tr>
<td>E</td>
<td>27.46</td>
<td>1.65</td>
<td>27.46</td>
<td>1.65</td>
<td>27.46</td>
<td>1.65</td>
</tr>
<tr>
<td>F</td>
<td>27.86</td>
<td>1.65</td>
<td>27.86</td>
<td>1.65</td>
<td>27.86</td>
<td>1.65</td>
</tr>
<tr>
<td>G</td>
<td>28.11</td>
<td>1.65</td>
<td>28.11</td>
<td>1.65</td>
<td>28.11</td>
<td>1.65</td>
</tr>
</tbody>
</table>

For all Deleader & Asbestos work add 1.00 to Group A rate.
For all Hazardous waste work add 2.00 to Group A rate.
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:

$20.40

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

HOLIDAY
Paid: See (5, 20, 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:

<table>
<thead>
<tr>
<th>Range</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 500</td>
<td>55%</td>
</tr>
<tr>
<td>500 to 1000</td>
<td>60%</td>
</tr>
<tr>
<td>1000 to 1500</td>
<td>65%</td>
</tr>
<tr>
<td>1500 to 2000</td>
<td>70%</td>
</tr>
<tr>
<td>2000 to 2500</td>
<td>75%</td>
</tr>
<tr>
<td>2500 to 3000</td>
<td>80%</td>
</tr>
<tr>
<td>3000 to 4000</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

$20.40

3-210t

Lineman Electrician 03/01/2012

JOB DESCRIPTION Lineman Electrician

ENTIRE COUNTRIES

WAGES
Per hour:

NOTE: Includes Teledata Work within Ten feet of High Voltage Transmission Lines

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.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
<th>05/07/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman/ Tech/Welder</td>
<td>$44.52</td>
<td>$45.23</td>
</tr>
<tr>
<td>Cable splicer</td>
<td>44.52</td>
<td>45.23</td>
</tr>
<tr>
<td>Digging Machine Operator</td>
<td>40.07</td>
<td>40.71</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>37.84</td>
<td>38.45</td>
</tr>
<tr>
<td>Groundman/Truck Driver</td>
<td>35.62</td>
<td>36.18</td>
</tr>
<tr>
<td>Mechanic 1st Class</td>
<td>35.62</td>
<td>36.18</td>
</tr>
<tr>
<td>Flagman</td>
<td>26.71</td>
<td>27.14</td>
</tr>
</tbody>
</table>

Additional 1.00 per hr. for entire crew when a helicopter is used.
Below rates apply on Switching Structures, Maintenance projects, Railroad Catenary install/maint, Third rail installation, Bonding of Rails and pipe type cable and installation of Fiber Optic Cable.

Lineman/Technician/Welder $ 43.31 $ 44.01
Digging Machine Operator 38.98 39.61
Tractor Trailer Driver 36.81 37.41
Groundman/Truck Driver 34.65 35.21
Mech. 1st Class 34.65 35.21
Flagman 25.99 26.41
Certified WelderPipe Type Cable 45.48 46.21
Cable Splicer pipe type cable 47.64 48.41

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

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.

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

Additional 1.00 per hr 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"

Lineman/Technician $ 42.02 $ 42.72
Cable Splicer pipe type cable 46.22 46.99
Certified Welder pipe type 44.12 44.86
Digging Machine Operator 37.82 38.45
Tractor Trailer Driver 35.72 36.31
Mechanic 1st Class 33.62 34.18
Groundman/Truck Driver 33.62 34.18
Flagman 25.21 25.63

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

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

SUPPLEMENTAL BENEFITS
Per hour worked including holidays listed below:

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

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

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

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

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

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

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES
(1000) hr terms at the following percentage of Journeyman's wage.
1st  2nd  3rd  4th  5th  6th  7th
60%  65%  70%  75%  80%  85%  90%

Supplemental Benefits per hour worked:

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

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

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

Lineman Electrician - Teledata  03/01/2012

JOB DESCRIPTION  Lineman Electrician - Teledata  DISTRICT 6

ENTIRE COUNTIES

WAGES
Per hour:

FOR WORK OUTSIDE BUILDING PROPERTY LINES.

07/01/2011

Cable Splicer  $27.44
Installer/Repairman  26.05
Teledata Lineman  26.05
Technician/Equip Oper  26.05
Groundman  13.81

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

SUPPLEMENTAL BENEFITS
Per hour worked:

$4.43
*plus 3% of hourly wage paid

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

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

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

Lineman Electrician - Traffic Signal Lighting  03/01/2012

JOB DESCRIPTION  Lineman Electrician - Traffic Signal Lighting  DISTRICT 6

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

<table>
<thead>
<tr>
<th>Classification</th>
<th>07/01/2011</th>
<th>05/07/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>All classifications</td>
<td>$16.50</td>
<td>$18.25</td>
</tr>
</tbody>
</table>

*Plus 6.5% of hourly wage paid*

NOTE: Additional $1.00 per hr. for entire crew when a helicopter is used.

*NOTE: The 6.5% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

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

<table>
<thead>
<tr>
<th>Shift</th>
<th>Hours</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Shift</td>
<td>8:00 AM TO 4:30 PM</td>
<td>REGULAR RATE</td>
</tr>
<tr>
<td>2nd Shift</td>
<td>4:30 PM TO 1:00 AM</td>
<td>REGULAR RATE PLUS 17.3%</td>
</tr>
<tr>
<td>3rd Shift</td>
<td>12:30 AM TO 9:00 AM</td>
<td>REGULAR RATE PLUS 31.4%</td>
</tr>
</tbody>
</table>

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

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

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS: Same as Journeymen/Technician.

---

**Lineman Electrician - Tree Trimmer**

**JOB DESCRIPTION**

Lineman Electrician - Tree Trimmer

**DISTRICT**

6

**ENTIRE COUNTIES**


**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.
07/01/2011 01/01/2012

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
<th>01/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree trimmer</td>
<td>$ 21.64</td>
<td>$ 22.08</td>
</tr>
<tr>
<td>Equip Operator</td>
<td>19.09</td>
<td>19.48</td>
</tr>
<tr>
<td>Mechanic</td>
<td>19.09</td>
<td>19.48</td>
</tr>
<tr>
<td>Truck Driver</td>
<td>16.14</td>
<td>16.46</td>
</tr>
<tr>
<td>Ground person</td>
<td>13.25</td>
<td>13.51</td>
</tr>
<tr>
<td>Flag person</td>
<td>9.44</td>
<td>9.62</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

Per hour worked:

$ 7.36  
*plus 3% of hourly wage paid

$ 7.88  
*plus 3% of hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

**JOB DESCRIPTION**  
Mason - Building

**DISTRICT**  
5

**ENTIRE COUNTIES**  
Erie, Niagara, Orleans

**PARTIAL COUNTIES**  
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

**WAGES**

Per hour: 07/01/2011

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bricklayer</td>
<td>$ 29.83</td>
</tr>
<tr>
<td>Tuck Pointer</td>
<td>29.83</td>
</tr>
<tr>
<td>Cement Mason*</td>
<td>29.83*</td>
</tr>
<tr>
<td>Plasterer *</td>
<td>29.83*</td>
</tr>
<tr>
<td>Stone Mason</td>
<td>29.83</td>
</tr>
</tbody>
</table>

* Applies only to Orleans County, all other areas have separate rates.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman  $ 18.75

**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:

1250 hour terms at the following wage:

1st  2nd  3rd  4th
$ 15.96 $ 16.91 $ 20.07 $ 23.74

Supplemental benefits per hour worked:
1st 2nd 3rd 4th
$ 8.26 $ 13.38 $ 14.54 $ 15.69

Mason - Building 03/01/2012

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES Erie, Niagara

PARTIAL COUNTIES Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES
Per hour: 07/01/2011 04/01/12
Plasterer $ 27.55 $ 28.30
Additional $2.00/hr for work on swing stage over 20 feet.

SUPPLEMENTAL BENEFITS
Per hour worked: $ 14.34 $ 14.34

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 500 to 4700 to 5400 to 6000
$ 0.00 $ 2.00 $ 3.00 $ 4.00

3-9-Pitr

Mason - Building / Heavy&Highway 03/01/2012

JOB DESCRIPTION Mason - Building / Heavy&Highway

ENTIRE COUNTIES Erie

PARTIAL COUNTIES Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES
Per hour: 07/01/2011
Cement Mason $ 27.00
Additional $0.25 per hr for Swing scaffold or exterior scaffold 42’ or higher.

SUPPLEMENTAL BENEFITS
Per hour paid: $ 24.27

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:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$12.65</td>
<td>$13.65</td>
<td>$14.65</td>
<td>$17.65</td>
<td>$19.65</td>
<td>$21.65</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour paid:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$4.03</td>
<td>$6.53</td>
<td>$7.95</td>
<td>$10.77</td>
<td>$12.34</td>
<td>$14.97</td>
</tr>
</tbody>
</table>

Mason - Heavy&Highway

JOB DESCRIPTION  Mason - Heavy&Highway

DISTRICT 5

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

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

WAGES
Per hour: 07/01/2011 07/01/2012

<table>
<thead>
<tr>
<th></th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Mason</td>
<td>$29.12</td>
<td>$29.12</td>
</tr>
<tr>
<td>Bricklayer</td>
<td>$29.12</td>
<td>$29.12</td>
</tr>
</tbody>
</table>

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

SUPPLEMENTAL BENEFITS
Per hour worked:

- Journeyman
  - $18.16

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

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

REGISTERED APPRENTICES
Wages per hour:

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

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

All terms $18.16

Mason - Tile Finisher

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: 07/01/2011

Tile Finisher $27.44
Marble, Slate, Terrazzo and Tile
SUPPLEMENTAL BENEFITS
Per hour worked: $11.41

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
1200 hours 1st and 2nd term and 1300 hours 3rd term at the following wages.

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$14.36</td>
<td>$16.80</td>
<td>$22.60</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$4.99</td>
<td>$6.45</td>
<td>$8.45</td>
</tr>
</tbody>
</table>

5-3TF - Z3

Mason - Tile Setter 03/01/2012

JOB DESCRIPTION Mason - Tile Setter

ENTIRE COUNTIES
Erie, Niagara, Orleans

PARTIAL COUNTIES
Cattaraugus: Only in the Township of Perrysburg and the Village of Gowanda.

WAGES
Per hour: 07/01/2011

Tile Setter: $29.58
Marble, Slate, Terrazzo and Tile

SUPPLEMENTAL BENEFITS
Per hour worked: $18.50

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:

1250 hour terms at the following wage:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$15.71</td>
<td>$16.66</td>
<td>$19.77</td>
<td>$23.57</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$8.26</td>
<td>$13.33</td>
<td>$14.49</td>
<td>$15.46</td>
</tr>
</tbody>
</table>
Millwright

JOB DESCRIPTION  Millwright

ENTIRE COUNTIES
Erie

PARTIAL COUNTIES
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES
Per hour:

07/01/2011

Millwright $ 28.81
Certified Welder 30.06
Hazardous Waste Work 30.06

SUPPLEMENTAL BENEFITS
Per hour worked:

23.53

OVERTIME PAY
See (B, E, *E2, Q) on OVERTIME PAGE
*Or other condition beyond the employer's control, such as power failure, fire, or natural disaster.

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:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10.55</td>
<td>$19.64</td>
<td>$20.94</td>
<td>$22.23</td>
</tr>
</tbody>
</table>

Operating Engineer - Building

JOB DESCRIPTION  Operating Engineer - Building

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), Backfilling 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, Deco'n 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/Helper, 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 manned 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:

<table>
<thead>
<tr>
<th>Per hour:</th>
<th>07/01/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Mechanic</td>
<td>$ 30.73</td>
</tr>
<tr>
<td>Asst. Master Mechanic</td>
<td>30.09</td>
</tr>
<tr>
<td>Crane (boom over 100ft)</td>
<td>30.41</td>
</tr>
<tr>
<td>&quot; (boom over 200ft)</td>
<td>30.66</td>
</tr>
<tr>
<td>&quot; (boom over 300ft)</td>
<td>31.16</td>
</tr>
<tr>
<td>CLASS A</td>
<td>29.66</td>
</tr>
<tr>
<td>CLASS B</td>
<td>25.16</td>
</tr>
</tbody>
</table>

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**

<table>
<thead>
<tr>
<th>Per hour:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeymen</td>
</tr>
<tr>
<td>Apprentice Engineers</td>
</tr>
<tr>
<td>Helper on lube truck</td>
</tr>
</tbody>
</table>

Note: Benefits are paid at the same premium as the wages for overtime hours.

**OVERTIME PAY**
See (B, E, P, V) on OVERTIME PAGE

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

**REGISTERED APPRENTICES**
Wages per hour:
Receive $0.40 per hour less than Journeymen with the exception of the Class B rate which is paid in full.

Supplemental benefits per hour:

$ 24.46*

Note: Benefits are paid at the same premium as the wages for overtime hours.

Operating Engineer - Heavy&Highway 03/01/2012

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 3

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, Conveying Vehicles Conveying 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 Gunite Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Hoist (all types), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Drum, Hoisting (self-propelled), Hydraulic Pipe Jack Machine, (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Industrial Tractor, Jersey Screder, Kolman Plant Loader (and similar type Loaders), Laser Screeder, Locomotive, Log Skidder (similar type), Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Overhead Crane, Parts Chasing, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Post Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equivalent), Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (Pipe), Rollomill, 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 Amp, 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), Revinius 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: 07/01/2011

Master Mechanic $ 32.48
Asst. Master Mechanic 31.84
Crane (boom over 100ft) 32.16
" (boom over 200ft) 32.41
" (boom over 300ft) 32.91
CLASS A 31.41
CLASS B 26.91

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 05/01/2005 an additional $1.50 per hour when shift work is mandated either in the job specifications or by the contracting agency.
SUPPLEMENTAL BENEFITS

Per hour worked:
- Journeymen: $25.44*
- Apprentice Engineers: $25.04*
- Helper on Lube Truck: $25.04*

Note: Benefits are paid at the same premium as the wages for overtime hours.
- $9.12 of the time and one half premium benefit must be paid as wages.
- $18.24 of the double time premium benefit must be paid as wages.

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

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

REGISTERED APPRENTICES

Wages per hour:
Receive $0.40 per hour less than Journeymen with the exception of the Class B rate which is paid in full.

Supplemental benefits per hour worked:
$25.04*

Note: Benefits are paid at the same premium as the wages for overtime hours.
- $9.12 of the time and one half premium benefit must be paid as wages.
- $18.24 of the double time premium benefit must be paid as wages.

Operating Engineer - Marine Construction

JOB DESCRIPTION Operating Engineer - Marine Construction

ENTIRE COUNTIES

WAGES

Per Hour:

DREDGING OPERATIONS 07/01/2011
CLASS A
Operator, Leverman, Lead Dredgeman
$32.89

CLASS A1
Dozer, Front Loader, Operator
To Conform to Operating Engineer
Prevailing Wage in Locality where Work is being Performed including Benefits.

CLASS B
Spider/Spill Barge Operator, $28.49
Tug Operator (over 1000hp), Operatorlt, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer

Certified Welder, $26.84
Boat Operator (licensed)

CLASS C
Drag Barge Operator, $26.14
Steward, Mate, Assistant Fill Placer,

Welder (please add) $0.06
Boat Operator $ 25.29
CLASS D
Shoreman, Deckhand, $ 21.09
Rodman, Scowman, Cook,
Messman, Porter/Janitor
Oiler(please add)$ 0.09

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

<table>
<thead>
<tr>
<th>Class</th>
<th>Description</th>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>A &amp; B</td>
<td>$8.05 plus 7% of straight time wage overtime hours</td>
<td>$8.05</td>
<td>$8.87</td>
</tr>
<tr>
<td>C</td>
<td>$7.75 plus 7% of straight time wage overtime hours</td>
<td>$7.75</td>
<td>$8.29</td>
</tr>
<tr>
<td>D</td>
<td>$7.45 plus 7% of straight time wage overtime hours</td>
<td>$7.45</td>
<td>$7.94</td>
</tr>
</tbody>
</table>

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 26) on HOLIDAY PAGE

Operating Engineer - Survey Crew

JOB DESCRIPTION Operating Engineer - Survey Crew
DISTRICT 3

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
Per hour:

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party. Instrument person- One who runs the instrument and assists the Party Chief. Rod person- One who holds the rods and, in general, assists the survey party.

Survey Rates:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
<th>06/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party Chief</td>
<td>$30.87</td>
<td>$31.22</td>
</tr>
<tr>
<td>Instrument/Rod person</td>
<td>28.10</td>
<td>28.45</td>
</tr>
</tbody>
</table>

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 $ 21.25 $ 23.15

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
REGISTERED APPRENTICES

WAGES: (1 yr. or 1000 hrs.) terms at the following wage rates.

1st year 60%  $ 16.86  $ 17.07
2nd year 70%  19.67  19.91
3rd year 80%  22.48  22.76

SUPPLEMENTAL BENEFITS:

$ 21.25  $ 23.15

3-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer 03/01/2012

JOB DESCRIPTION  Operating Engineer - Survey Crew - Consulting Engineer  

DISTRICT  3  

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

Per hour:

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

SURVEY CLASSIFICATIONS:  
Party Chief- One who directs a survey party.
Instrument Man- One who runs the instrument and assists the Party Chief.
Rodman- One who holds the rods and in general, assists the survey party.

07/01/2011 06/01/2012

Survey Rates:
Party Chief $ 30.87 $ 31.22
Instrument/Rodperson 28.10 28.45

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:

$ 21.25  $ 23.15

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

3-545 DCE

Painter 03/01/2012

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:  

07/01/2011

Bridge* $ 35.20
Tunnel* 35.20
Tank* 33.20

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

* Note an additional $1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.
**SUPPLEMENTAL BENEFITS**

Per hour worked:

$ 20.20

**OVERTIME PAY**

Exterior work only See (B, E4*, F, R) on OVERTIME PAGE.
All other work See (B, F, R) on OVERTIME PAGE.

* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

1000 hour terms at the following percentage of Journeyman's wage rate:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>75%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th>1st &amp; 2nd terms</th>
<th>3rd &amp; 4th terms</th>
<th>5th &amp; 6th terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 2.02</td>
<td>5.02</td>
<td>6.02</td>
</tr>
</tbody>
</table>

---

**JOB DESCRIPTION** Painter

**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 Awright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.
Livingston: Only the Townships of North Dansville, Nunda, Ossian, Portage, Sparta, Spring Water and West Sparta.

**WAGES**

Per hour: 07/01/2011

| Basic Rate (Brush & Roll) | $ 24.14 |
| Spray painting, wallcovering | 24.39 |
| Abrasive and hyroblasting | 24.39 |
| Taping/DryWall Finisher | 24.64 |
| Skeleton Steel* | 24.89 |
| Swing scaffold or hanged rigging platforms | 24.89 |

* 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.

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

$ 19.80

**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: 1000 hour terms at the following percentage of Journeyman's Basic wage rate:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

Taper/Drywall Finisher: 1000 hour terms at the following percentage of Journeyman's Taper wage:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>75%</td>
<td>85%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

Painter/Decorator and Taper/Drywall Finisher:

<table>
<thead>
<tr>
<th>Terms</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st &amp; 2nd terms</td>
<td>$2.02</td>
</tr>
<tr>
<td>3rd &amp; 4th terms</td>
<td>$5.02</td>
</tr>
<tr>
<td>All other terms</td>
<td>$6.02</td>
</tr>
</tbody>
</table>

3-4-Buf, Nia, Olean

**Painter - Metal Polisher**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT** 9

**ENTIRE COUNTIES**

**WAGES**

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2011</td>
<td>$25.60*</td>
</tr>
</tbody>
</table>

*Note: All workers shall be paid an additional premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 34 feet off the ground. Such premium are to be paid on top of their straight time or overtime, whichever is applicable. This also applies to employees erecting scaffolding.

**SUPPLEMENTAL BENEFITS**

Per Hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2011</td>
<td>$11.12</td>
</tr>
</tbody>
</table>

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

**HOLIDAY**
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
55% of Basic Polisher Rate

9-8A/28A-MP

**Plumber**

**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
Chautauqua: Only the Townships of Arkwright, Charlotte, Cherry Creek, Dunkirk, Hanover, Pomfret, Portland, Ripley, Sheridan, Stockton, Vil lenova and Westfield.
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: 07/01/2011 05/01/12
Additional

Plumber $ 30.88* $ 1.77
Steamfitter 30.88* 1.77

*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:

$ 18.76*
* Note - $1.00 of this amount must be paid at the same premium as the wage.

OVERTIME PAY
See (*B1, Q) on OVERTIME PAGE
* 9th and 10th hour on Saturday to be paid at time and one half.

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:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>45%</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
<td>90%</td>
</tr>
</tbody>
</table>
Add $1.00 per hour for Hazmat work.

Supplemental benefits per hour worked:

$ 14.36*
* Note - $1.00 of this amount must be paid at the same premium as the wage.

3-22-Buffalo, Niagara

Roofer

JOB DESCRIPTION Roofer

ENTIRE COUNTIES Erie, Genesee, Niagara, Orleans, Wyoming

WAGES
Per hour: 07/01/2011 07/01/2012 07/01/2013

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
<th>07/01/2012</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Removal</td>
<td>$ 28.00</td>
<td>$ 28.00</td>
<td>$ 28.00</td>
</tr>
<tr>
<td>Slate, Tile</td>
<td>25.15</td>
<td>25.15</td>
<td>25.15</td>
</tr>
<tr>
<td>Precast tile / slabs</td>
<td>25.15</td>
<td>25.15</td>
<td>25.15</td>
</tr>
<tr>
<td>Crete / gypsum planks</td>
<td>25.15</td>
<td>25.15</td>
<td>25.15</td>
</tr>
<tr>
<td>Damp and waterproofer</td>
<td>25.00</td>
<td>25.00</td>
<td>25.00</td>
</tr>
<tr>
<td>Composition, spayers</td>
<td>25.00</td>
<td>25.00</td>
<td>25.00</td>
</tr>
<tr>
<td>Aspalt mastic,</td>
<td>25.00</td>
<td>25.00</td>
<td>25.00</td>
</tr>
<tr>
<td>Steep roofers</td>
<td>25.00</td>
<td>25.00</td>
<td>25.00</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per hour worked:

$ 16.20 $ 17.20 $17.95

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:

<table>
<thead>
<tr>
<th></th>
<th>0 to 1000</th>
<th>1000 to 2000</th>
<th>2000 to 2500</th>
<th>2500 to 3000</th>
<th>3000 to 3500</th>
<th>3500 to 4000</th>
<th>4000 to 4500</th>
<th>4500 to 5000</th>
<th>5000 to 5500</th>
<th>5500 to 6000</th>
</tr>
</thead>
</table>

Sheetmetal Worker 03/01/2012

JOB DESCRIPTION  Sheetmetal Worker

ENTIRE COUNTIES  Erie, Genesee, Niagara, Orleans, Wyoming

WAGES
Per hour  07/01/2011  05/15/2012
Additional
$31.50  $1.95

Additional $0.50 per hour for work 30’ above floor on boatswain chair.
Additional $1.00 per hour for work in "Hot" areas of Atomic Laboratories.

SUPPLEMENTAL BENEFITS
Per hour worked:
$18.03*
* Note - $12.45 of this amount must be paid at the same premium as the wage.

OVERTIME PAY
See (B, E, 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  $14.18
2nd term  18.25
3rd term  19.58
4th term  23.55
5th term  26.20

Supplemental benefits per hour:
1st term  $10.62  Note - $5.04 of this amount must be paid at the same premium as the wage.
2nd term  13.12  Note - $7.54 of this amount must be paid at the same premium as the wage.
3rd term  15.78  Note - $10.20 of this amount must be paid at the same premium as the wage.
4th term  16.53  Note - $10.95 of this amount must be paid at the same premium as the wage.
5th term  17.03  Note - $11.45 of this amount must be paid at the same premium as the wage.

Sprinkler Fitter 03/01/2012

JOB DESCRIPTION  Sprinkler Fitter


WAGES
Per hour  07/01/2011  01/01/2012  04/01/2012  01/01/2013
Sprinkler Fitter  $30.15  $30.15  $31.05  $31.05

SUPPLEMENTAL BENEFITS
Per hour worked
**Journeyman**  $ 19.00  $ 19.15  $ 19.15  $ 19.30

**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 Prior To 04/01/2010:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
<th>01/01/2012</th>
<th>04/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st &amp; 2nd terms</td>
<td>$ 8.15</td>
<td>$ 8.15</td>
<td>$ 8.15</td>
<td>$ 8.15</td>
</tr>
<tr>
<td>3rd &amp; 4th terms</td>
<td>14.00</td>
<td>14.15</td>
<td>14.15</td>
<td>14.30</td>
</tr>
<tr>
<td>All others</td>
<td>19.00</td>
<td>19.15</td>
<td>19.15</td>
<td>19.30</td>
</tr>
</tbody>
</table>

For Apprentices Hired On Or After 04/01/2010:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
<th>01/01/2012</th>
<th>04/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st &amp; 2nd terms</td>
<td>$ 8.15</td>
<td>$ 8.15</td>
<td>$ 8.15</td>
<td>$ 8.15</td>
</tr>
<tr>
<td>3rd &amp; 4th terms</td>
<td>14.00</td>
<td>14.15</td>
<td>14.15</td>
<td>14.30</td>
</tr>
<tr>
<td>All others</td>
<td>14.75</td>
<td>14.90</td>
<td>14.90</td>
<td>15.05</td>
</tr>
</tbody>
</table>

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**Teamster - Building / Heavy&Highway** 03/01/2012

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway

**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.

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

All GROUPS $ 30.14 $ 31.24
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:
$ 9.90* $ 10.30*
*Note - Only $ 4.85 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

Teamster - Building / Heavy&Highway

JOB DESCRIPTION Teamster - Building / Heavy&Highway DISTRICT 3
ENTIRE COUNTIES
Erie, Niagara

PARTIAL COUNTIES
Genesee: Only in the Townships of Alabama, Darin and Pembroke.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.
Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

WAGES
Per hour: 07/01/2011
Dump Truck Operator $ 17.50

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 1.44

OVERTIME PAY
See (B, J) on OVERTIME PAGE
Note - Time and one half shall be paid for work in excess of five (5) days per week.

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

Welder

JOB DESCRIPTION Welder DISTRICT 1
ENTIRE COUNTIES

WAGES
Per hour 07/01/2011
Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY

HOLIDAY

1-As Per Trade
**Asbestos Worker 03/01/2012**

**JOB DESCRIPTION** Asbestos Worker  
**DISTRICT** 9

**ENTIRE COUNTIES**  
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, 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  
07/01/2011

Asbestos Worker  
Removal & Abatement Only  
$17.50 plus additional $3.00*

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

* To be allocated at a later date

**SUPPLEMENTAL BENEFITS**  
Per hour paid  
Journeyman  
$7.50

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

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

*Code Q applies to 4, 6, & 25  
**Code T applies to 2

9-12a - Removal Only

---

**Boilermaker 03/01/2012**

**JOB DESCRIPTION** Boilermaker  
**DISTRICT** 3

**ENTIRE COUNTIES**  
Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

**WAGES**  
Per hour: 07/01/2011 01/01/2012  
Boilermaker  
$30.27  
$29.64

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

**SUPPLEMENTAL BENEFITS**  
Per hour worked:  
$21.92**  
$24.30****

**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:

1000 hour terms at the following percentage of Journeyman's wage:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>65%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td>95%</td>
</tr>
</tbody>
</table>

Note - add $1.00 per hour to the wage rate for 1st through 6th term.

Supplemental Benefits per hour worked:

1st to 6th  
$20.92*  
$23.30***
JOB DESCRIPTION  Carpenter  

ENTIRE COUNTIES  Livingston, Monroe, Ontario, Wayne

PARTIAL COUNTIES  Wyoming: Only the Townships of Castile, Perry, Warsaw, Gainesville, Pike, and Genesee Falls.

WAGES  
Per hour  07/01/2011  06/01/2012  06/01/2013  

Building:  
Floor Layer  $ 24.03  $ .87  $ 1.29  

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

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

SUPPLEMENTAL BENEFITS  
Per hour worked:

Journeyman  $ 14.88

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

* Note: Double Time after 8 hours worked on Saturday.

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

REGISTERED APPRENTICES  
(1) year terms at the following percentage of journeyman's wage.

<table>
<thead>
<tr>
<th>Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>50%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

1st year term  $ 8.25
2nd year term  8.25
3rd year term  10.75
4th year term  10.75

5-276B-FL-Liv

Carpenter - Building  

JOB DESCRIPTION  Carpenter - Building  

ENTIRE COUNTIES  Livingston, Monroe, Ontario, Wayne

PARTIAL COUNTIES  Wyoming: Only the Townships of Genesee Falls, Castile, Perry, Warsaw, Gainesville, Pike.

WAGES  
Per hour  07/01/2011  06/01/2012  06/01/2013  

Building:  

Page 60
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $17.34

OVERTIME PAY
See (B, ENote, E2.Q) on OVERTIME PAGE.

*Note: Double Time after 8 hours work on Saturday.

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

REGISTERED APPRENTICES
(1) year terms at the following percentage of journeyman's wage.

Indentured before 04/30/2006

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>60%</td>
<td>70%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Indentured after 05/01/2006

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

Appr. 1st & 2nd year $8.25
Appr. 3rd 10.75
Appr. 4th 10.75

JOB DESCRIPTION
Carpenter - Building / Heavy&Highway

DISTRIBUTION
5

ENTIRE COUNTIES
Livingston, Monroe, Ontario, Wayne

PARTIAL COUNTIES
Wyoming: Only the Townships of Castile, Gainsville, Genesee Falls, Perry, Pike and Warsaw.

WAGES
Per hour 07/01/2011 06/01/2012 Additional

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
<th>Rate</th>
<th>0.99</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td>$26.32</td>
<td>$26.32</td>
<td>$0.99</td>
</tr>
<tr>
<td>Piledriver</td>
<td>28.57</td>
<td>28.57</td>
<td>0.99</td>
</tr>
<tr>
<td>Certified Welder</td>
<td>27.32</td>
<td>27.32</td>
<td>0.99</td>
</tr>
<tr>
<td>Diver(Wet Day)</td>
<td>43.79</td>
<td>43.79</td>
<td>0.99</td>
</tr>
<tr>
<td>Diver(Dry Day)</td>
<td>27.32</td>
<td>27.32</td>
<td>0.99</td>
</tr>
<tr>
<td>Diver Tender</td>
<td>27.32</td>
<td>27.32</td>
<td>0.99</td>
</tr>
</tbody>
</table>

Note: Workers performing work at a hazardous site requiring protective gear receive $1.50 per hour over the rate for the classification they are working in.

Depth of diver:
0’ to 80’ No additional fee
81’ to 100’ An additional $ 0.50 per foot per hour.
101’ to 105’ An additional $ 1.00 per foot per hour.
151’ and deeper An additional $ 1.25 per foot per hour.

Penetration pay for diver:
0’ to 50’ No additional fee.
51’ to 100’ An additional $ 0.75 per foot per hour.
101’ and deeper An additional $ 1.00 per foot per hour.

SUPPLEMENTAL BENEFITS
Per hour paid
Journeyman: $ 17.34

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

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following percentage of journeyman's wage.
1st 2nd 3rd 4th
50% 60% 70% 80%

Supplemental Benefits per hour worked:
Appr. 1st year $ 9.35
Appr. 2nd year 9.35
Appr. 3rd year 11.85
Appr. 4th year 11.85

07/01/2011 Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer $ 26.50

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

SUPPLEMENTAL BENEFITS
Per hour Paid:
Journeyman $ 18.00

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

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (6, 16, 27) on HOLIDAY PAGE
Note: When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

REGISTERED APPRENTICES
Wages per hour:

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>50%</td>
</tr>
<tr>
<td>2nd</td>
<td>60%</td>
</tr>
<tr>
<td>3rd</td>
<td>70%</td>
</tr>
<tr>
<td>4th</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter 1st year term</td>
<td>$9.00</td>
</tr>
<tr>
<td>2nd year term</td>
<td>$14.40</td>
</tr>
<tr>
<td>3rd year term</td>
<td>$15.30</td>
</tr>
<tr>
<td>4th year term</td>
<td>$16.20</td>
</tr>
</tbody>
</table>

Carpenter - Heavy&Highway

JOB DESCRIPTION  Carpenter - Heavy&Highway

ENTIRE COUNTIES
Livingston, Monroe, Ontario, Wayne

PARTIAL COUNTIES
Wyoming: Only the Townships of Genesee Falls, Castile, Perry, Warsaw, Gainesville and Pike.

WAGES
Heavy/Highway: For work not included in a building contract.

Tunnel: "Cut & Cover" work and all form work done in the open cut excavations for the purpose of constructing a tunnel (for any use)...... also FABRICATION of forms at ground level, for installation below the open cut elevation or in any tunnel.

Per hour 07/01/2011

<table>
<thead>
<tr>
<th>Trade</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td>$26.99</td>
</tr>
<tr>
<td>Piledriver</td>
<td>$26.57</td>
</tr>
<tr>
<td>Welder</td>
<td>$28.49</td>
</tr>
</tbody>
</table>

For Hazardous Waste Work an additional $1.50 per hour.

SUPPLEMENTAL BENEFITS
Per hour worked:

<table>
<thead>
<tr>
<th>Trade</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$17.57</td>
</tr>
</tbody>
</table>

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

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

REGISTERED APPRENTICES
1 year terms at the following percentage of journeyman's wage.

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>60%</td>
</tr>
<tr>
<td>2nd</td>
<td>70%</td>
</tr>
<tr>
<td>3rd</td>
<td>80%</td>
</tr>
<tr>
<td>4th</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appr. all terms</td>
<td>$17.57</td>
</tr>
</tbody>
</table>

Electrician

03/01/2012
JOB DESCRIPTION  Electrician

ENTIRE COUNTIES  Livingston, Monroe

PARTIAL COUNTIES
Genesee: Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion, Stafford, and that portion of the Townships of Batavia and Elba which lie east of a line following the Little Tonawanda Creek, north on the Tonawanda Creek to the City limits of Batavia, northwest and northeast around the City limits, but including the City of Batavia (in effect prior to 02/01/70), to State Highway 98, north on 98 to Orleans County.
Ontario: Only the Townships of Bristol, Canadice, Naples, West Bloomfield, Richmond, South Bristol, East Bloomfield and Victor.
Orleans: Only the townships of Clarendon, Kendall, and Murray
Wayne: Only the Townships of Macedon, Marion, Ontario, Palmyra, Sodus, Walworth, Williamson
Wyoming: Only the Townships of Castile, Covington, Gainesville, Genesee Falls, Middlebury, Perry, Pike and Warsaw.

WAGES
Per hour 07/01/2011 05/28/2012

Additional

Electrician* $ 30.35 $ 1.15

* Includes teledata work, except for work bid on and awarded BEFORE 7/1/2007. For all such work see ELECTRICIAN - TELEDATA/SOUND WIREMAN 86T/S.

Work from 4:30 PM - 1:00 AM** $ 35.60
Work from 12:30 AM - 9:00 AM** 39.90

** Applies when shift work is mandated either in the job specification or by the contracting agency.

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period

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

SUPPLEMENTAL BENEFITS
Per hour worked:
Journeyman $ 17.92 plus 5% of wage

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

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

REGISTERED APPRENTICES
Wage rates at the following percent per terms.

| 1st and 2nd term 1000 hrs. 3rd to 6th term 1500hrs. |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 1st  | 2nd  | 3rd  | 4th  | 5th  | 6th  |
| 40%  | 45%  | 50%  | 60%  | 70%  | 80%  |

Supplemental Benefits per hour worked:

Appr. 1st 2000 hours $ 8.77 plus 3% of wage

All other Appr. $ 17.92 plus 5% of wage

Electrician - Teledata/Sound Wireman*** 03/01/2012
JOB DESCRIPTION
Electrician - Teledata/Sound Wireman***

ENTIRE COUNTIES
Livingston, Monroe

PARTIAL COUNTIES
Genesee: Only the townships of Bergen, Bethany, Byron, Leroy, Pavillion, Stafford, and that portion of the townships of Batavia and Elba which lies east of a line following the Little Tonawanda Creek to the city of Batavia, northwest and northeast around the city limits, but including the city of Batavia (in effect prior to 02/01/70), to state highway 98 to Orleans County.
Ontario: Only the townships of Bristol, Canadice, East Bloomfield, Naples, Richmond, South Bristol, West Bloomfield and Victor.
Orleans: Only the townships of Clarendon, Kendall and Murray.
Wayne: Only the townships of Macedon, Marion, Ontario, Palmyra, Sodus, Walworth and Williamson.
Wyoming: Only the townships of Castile, Covington, Gainesville, Genesee Falls, Middlebury, Perry, Pike and Warsaw.

WAGES
***IMPORTANT INFORMATION - These rates applicable only for projects bid on and awarded before July 1, 2007. For all other projects, please see ELECTRICIAN 86 rate.***

Per hour:
Teledata/Sound Wireman See Local 86 ELECTRICIAN RATES ***

SUPPLEMENTAL BENEFITS
Per hour worked:
Teledata/Sound Wireman See Local 86 ELECTRICIAN RATES ***

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
See Local 86 ELECTRICIAN RATES ***

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (1) on HOLIDAY PAGE
See Local 86 ELECTRICIAN RATES ***

Elevator Constructor

03/01/2012

JOB DESCRIPTION
Elevator Constructor

ENTIRE COUNTIES
Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates

WAGES
Per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
<th>01/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator Constructor</td>
<td>$41.425</td>
<td>$42.575</td>
</tr>
<tr>
<td>Helper (70%)</td>
<td>29.00</td>
<td>29.80</td>
</tr>
</tbody>
</table>

**IMPORTANT NOTICE - EFFECTIVE 04/01/2009**
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

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

SUPPLEMENTAL BENEFITS
Per hour worked:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator Constructor</td>
<td>$21.985*</td>
<td>$23.835*</td>
</tr>
</tbody>
</table>

*Add 6% of regular hourly rate for all hours worked

OVERTIME PAY
See (D, O) on OVERTIME PAGE

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

REGISTERED APPRENTICES
850 hour terms at the following percentage of journeyman's wage.

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>65%</td>
<td>65%</td>
<td>70%</td>
<td>70%</td>
<td>80%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
<th>01/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentices</td>
<td>$21.985*</td>
<td>$23.835*</td>
</tr>
</tbody>
</table>

*Add 6% of regular hourly rate for all hours worked

---

**Glazier**

**JOB DESCRIPTION** Glazier

**DIRECTION** 5

**ENTIRE COUNTIES**
Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates

**WAGES**
Per hour:  07/01/2011  05/01/2012  05/01/2013

<table>
<thead>
<tr>
<th></th>
<th>Additional</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glazier</td>
<td>$23.40</td>
<td>$1.35</td>
</tr>
</tbody>
</table>

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

**IMPORTANT NOTICE - EFFECTIVE 04/01/2009**
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

**SUPPLEMENTAL BENEFITS**
Per hour worked:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$16.05</td>
</tr>
</tbody>
</table>

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

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

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

**REGISTERED APPRENTICES**
1000 hours terms at the following percentage of journeyman's wage.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Appr. 1st &amp; 2nd term</td>
<td>$11.95</td>
</tr>
<tr>
<td>Appr. 3rd term</td>
<td>14.41</td>
</tr>
<tr>
<td>Appr. 4th term</td>
<td>14.62</td>
</tr>
<tr>
<td>Appr. 5th term</td>
<td>14.82</td>
</tr>
<tr>
<td>Appr. 6th term</td>
<td>15.03</td>
</tr>
<tr>
<td>Appr. 7th term</td>
<td>15.23</td>
</tr>
<tr>
<td>Appr. 8th term</td>
<td>15.64</td>
</tr>
</tbody>
</table>

---

**Insulator - Heat & Frost**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DIRECTION** 5

---
ENTIRE COUNTIES
Livingston, Monroe, Ontario, Orleans, Steuben, Wayne, Yates

PARTIAL COUNTIES
Genesee: Only the Townships of Batavia, Bergen, Bethany, Byron, Elba, Leroy, Pavilion and Stafford.

WAGES
Per hour 07/01/2011

Asbestos Worker $ 25.36
Insulation Work (On mechanical systems only)

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $ 18.31

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE
Triple Time For Labor Day if Worked

REGISTERED APPRENTICES
(1) year terms at the following wage rates.

1st year $ 15.80
2nd year 16.03
3rd year 17.73
4th year 19.71
5th year 21.98

Supplemental Benefits per hour worked:

Appr. First 1000 Hours $ 8.04
Appr. Rest of First year 9.99
Appr. 2nd year 16.81
Appr. 3rd year 17.81
Appr. 4th year 17.81
Appr. 5th year 17.81

Ironworker 03/01/2012

JOB DESCRIPTION Ironworker
DISTRICT 5

ENTIRE COUNTIES
Chemung, Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES
Allegany: Only the Townships of Birdsall, Burns and Grove.
Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall, Murray, and Village of Holley.
Schuyler: Only the Townships of Dix, Orange, Reading and Tyron.
Wayne: Only the Townships of Arcadia, Lyons, Macedon, Marion, Ontario, Palmyra, Sodus, Walworth, Williamson and Village of Newark.
Wyoming: Only the Townships of Castle, Covington, Middlebury, Perry.

WAGES
Per hour: 07/01/2011

Structural $ 25.30
Reinforcing 25.30
Ornamental 25.30
Fence Erector 25.30
Welder 25.30
Sheeter 25.55
Stone Derrick Man 25.30
Mach. Mov./Rigger 25.30
Precast Concrete Erector 25.30
Window/Curtainwall Erector 25.30
Pre-Engineered Building 25.30

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $21.59

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
One year terms at the following rates of journeyman's wage.

<table>
<thead>
<tr>
<th>1st.</th>
<th>2nd.</th>
<th>3rd.</th>
<th>4th.</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.00</td>
<td>18.00</td>
<td>20.00</td>
<td>22.00</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

- Appr. 1st year $8.50
- Appr. 2nd year 14.45
- Appr. 3rd year 15.30
- Appr. 4th year 16.15

Supervision Pay

5-33.1

Laborer - Building 03/01/2012

JOB DESCRIPTION Laborer - Building

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES
Per Hour 07/01/2011

Building Laborer:

- Basic $23.65
- Blaster 24.98
- Powder Monkey 24.52
- Air Track Driller 24.05
- Asphalt Raker 24.05
- Chuck Tenders 23.85
- Jackhammers, Mortar Mixer 23.95
- Pipelayers, Burners, Cutters 23.95
- Concrete Vibrators 24.09

Asbestos removal $1.00 over basic rates.

New Chimney Work:

- Base to 100 feet $24.65
- 101 to 150 feet 24.90
- 151 to 200 feet 25.17
- 201 to 250 feet 25.40
- 251 and higher 25.65

For hazardous waste work see Heavy/Highway rates.

There shall be a twelve (12) month carryover from the bid date of the posted proposal wage and benefit rate. However, if the project documents contain multiyear rate schedules, the Employer shall be obligated to pay wage rates therein as they become effective.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $13.82
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  
1000 hr terms at the following wage.

<table>
<thead>
<tr>
<th>Term</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$15.01</td>
</tr>
<tr>
<td>2nd term</td>
<td>18.76</td>
</tr>
<tr>
<td>3rd term</td>
<td>20.01</td>
</tr>
<tr>
<td>4th term</td>
<td>19.97</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th>Year</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$7.47</td>
</tr>
<tr>
<td>2nd year</td>
<td>7.47</td>
</tr>
<tr>
<td>3rd year</td>
<td>9.97</td>
</tr>
<tr>
<td>4th year</td>
<td>13.75</td>
</tr>
</tbody>
</table>

WAGES

GROUP # A: Flagperson.

GROUP # B: Basic, 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 Laborer's tools, Installation of bridge drainage pipe, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw operator on asphalt paver, Water pump operators (1 1/2" & single Diaph.) Nozzle (asphalt, seeding & sandblasting), Laborers on chain link fence, Rock splitter & Power unit, Pusher type concrete saw, All other Gas, Electric, Oil and Air tool opers., Form setters, Stone or Granite curb setters, Relining of Existing Pipe.

GROUP # C: All Rock or Drilling machine operators (Except Quarry master and Similar type), Acetylene torch operators, Powderman, Gunite nozzleman, Pipe layer, Wrecking laborer, Asphalt rakers (Top only).

GROUP # D: Blasters.

12 month carry over from bid date. However, if the project documents contain multiyear rate schedules, the Employer shall be obligated to pay wage rates therein as they become effective.

WAGES (per hour) 07/01/2011 07/01/2012 Additional

<table>
<thead>
<tr>
<th>Type</th>
<th>07/01/2011</th>
<th>07/01/2012</th>
<th>1.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heavy/Highway</td>
<td>$25.62</td>
<td>$26.32</td>
<td>0.00</td>
</tr>
<tr>
<td>Laborer: Group # A</td>
<td>26.32</td>
<td>26.52</td>
<td>1.00</td>
</tr>
<tr>
<td>Group # B</td>
<td>26.52</td>
<td>27.35</td>
<td>1.00</td>
</tr>
<tr>
<td>Group # C</td>
<td>27.35</td>
<td>1.00</td>
<td></td>
</tr>
</tbody>
</table>

Hazardous Waste $1.50 over basic rate.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman | $15.64

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

1000 hr. terms at the following wage.

<table>
<thead>
<tr>
<th>Term</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$17.48</td>
</tr>
<tr>
<td>2nd</td>
<td>21.61</td>
</tr>
<tr>
<td>3rd</td>
<td>22.56</td>
</tr>
<tr>
<td>4th</td>
<td>23.07</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th>Term</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$7.76</td>
</tr>
<tr>
<td>2nd</td>
<td>7.76</td>
</tr>
<tr>
<td>3rd</td>
<td>11.01</td>
</tr>
<tr>
<td>4th</td>
<td>14.69</td>
</tr>
</tbody>
</table>

---

**JOB DESCRIPTION**  
**Laborer - Tunnel**

**DISTRICT** 5

**ENTIRE COUNTIES**  
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

**WAGES**

GROUP #A: Change House Man.

GROUP #B: Miners and all machine men, Safety miner, All Shaftwork and Caisson work, Laborer, Pit/Dumpmen, Chuck tender, Brakeman, Powderman, Drilling, Blowpipe, All Air tools, Trigger scaling, Nipper, Gunnaing from pot to nozzle, Bit grinder, Signal men, Concrete men, Shield driven Tunnels & Mixed face and Soft ground liner plate tunnels in free air.

GROUP #C: Cement finisher, Blaster.

GROUP #D: Hazardous/Waste Work.

There shall be a twelve (12) month carryover from the bid date of the posted proposal wage and fringe benefit rates. However, if the project documents contain multiyear wage rate schedules, the Employer shall be obligated to pay the wage rates therein as they become effective.

**WAGES (per hour) 07/01/2011**

<table>
<thead>
<tr>
<th>Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
</tr>
<tr>
<td>B</td>
</tr>
<tr>
<td>C</td>
</tr>
<tr>
<td>D*</td>
</tr>
</tbody>
</table>

*Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection before rate applies.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

<table>
<thead>
<tr>
<th>Role</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$15.53</td>
</tr>
</tbody>
</table>

**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**

1000 hr terms at the following wage.

<table>
<thead>
<tr>
<th>Term</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$18.36</td>
</tr>
<tr>
<td>2nd</td>
<td>22.86</td>
</tr>
<tr>
<td>3rd</td>
<td>24.10</td>
</tr>
<tr>
<td>4th</td>
<td>24.92</td>
</tr>
</tbody>
</table>
Supplemental Benefits per hour worked:

- Appr. 1st term $8.60
- Appr. 2nd term $8.60
- Appr. 3rd term $11.85
- Appr. 4th term $15.53

Lineman Electrician

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

WAGES
Per hour:

NOTE: Includes Teledata Work within Ten feet of High Voltage Transmission Lines

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.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
<th>05/07/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman/Technician/Welder</td>
<td>$44.52</td>
<td>$45.23</td>
</tr>
<tr>
<td>Cable splicer</td>
<td>44.52</td>
<td>45.23</td>
</tr>
<tr>
<td>Digging Machine Operator</td>
<td>40.07</td>
<td>40.71</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>37.84</td>
<td>38.45</td>
</tr>
<tr>
<td>Groundman/Truck Driver</td>
<td>35.62</td>
<td>36.18</td>
</tr>
<tr>
<td>Mechanic 1st Class</td>
<td>35.62</td>
<td>36.18</td>
</tr>
<tr>
<td>Flagman</td>
<td>26.71</td>
<td>27.14</td>
</tr>
</tbody>
</table>

Additional 1.00 per hr for entire crew when a helicopter is used.

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

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
<th>05/07/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman/Technician/Welder</td>
<td>$43.31</td>
<td>$44.01</td>
</tr>
<tr>
<td>Digging Machine Operator</td>
<td>38.98</td>
<td>39.61</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>36.81</td>
<td>37.41</td>
</tr>
<tr>
<td>Groundman/Truck Driver</td>
<td>34.65</td>
<td>35.21</td>
</tr>
<tr>
<td>Mech. 1st Class</td>
<td>34.65</td>
<td>35.21</td>
</tr>
<tr>
<td>Flagman</td>
<td>25.99</td>
<td>26.41</td>
</tr>
<tr>
<td>Certified Welder/Pipe Type Cable</td>
<td>45.48</td>
<td>46.21</td>
</tr>
<tr>
<td>Cable Splicer pipe type cable</td>
<td>47.64</td>
<td>48.41</td>
</tr>
</tbody>
</table>

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

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.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
<th>05/07/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman /Techician</td>
<td>$42.02</td>
<td>$42.72</td>
</tr>
<tr>
<td>Welder/Cable Splicer</td>
<td>42.02</td>
<td>42.72</td>
</tr>
<tr>
<td>Digging Machine Operator</td>
<td>37.82</td>
<td>38.45</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>35.72</td>
<td>36.31</td>
</tr>
<tr>
<td>Groundman/Truck Driver</td>
<td>33.62</td>
<td>34.18</td>
</tr>
<tr>
<td>Mechanic 1st Class</td>
<td>33.62</td>
<td>34.18</td>
</tr>
<tr>
<td>Flagman</td>
<td>25.21</td>
<td>25.63</td>
</tr>
</tbody>
</table>

Additional 1.00 per hr 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"

Lineman/Technician $42.02 $42.72
Cable Splicer pipe type cable 46.22 46.99
Certified Welder pipe type 44.12 44.86
Digging Machine Operator 37.82 38.45
Tractor Trailer Driver 35.72 36.31
Mechanic 1st Class 33.62 34.18
Groundman/Truck Driver 33.62 34.18
Flagman 25.21 25.63

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

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

SUPPLEMENTAL BENEFITS
Per hour worked including holidays listed below:

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

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

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

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

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

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

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES
(1000) hr terms at the following percentage of Journeyman's wage.
1st 2nd 3rd 4th 5th 6th 7th
60% 65% 70% 75% 80% 85% 90%

Supplemental Benefits per hour worked:

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

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

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

Lineman Electrician - Teledata 03/01/2012

JOB DESCRIPTION Lineman Electrician - Teledata DISTRICT 6
ENTIRE COUNTIES

WAGES

Per hour:

FOR WORK OUTSIDE BUILDING PROPERTY LINES.

07/01/2011

Cable Splicer $ 27.44
Installer/Repairman 26.05
Teledata Lineman 26.05
Technician/Equip Oper 26.05
Groundman 13.81

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

SUPPLEMENTAL BENEFITS

$ 4.43
*plus 3% of hourly wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Lineman Electrician - Traffic Signal Lighting

03/01/2012

ENTIRE COUNTIES

JOB DESCRIPTION 
Lineman Electrician - Traffic Signal Lighting

DISTRIBUT 6

WAGES

Per hour:

07/01/2011 05/07/2012
Lineman/Technician $38.02 $38.25
Certified Welder 39.92 40.16
Digging Mach 34.22 34.43
Tractor trailer driver 32.32 32.51
Groundman Truck Driver 30.42 30.60
Mechanic 1st Class 30.42 30.60
Flagman 22.81 22.95

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

SUPPLEMENTAL BENEFITS

Per hour worked:

$ 16.50 $18.25
*plus 6.5% of hourly wage paid *plus 6.5% of hourly wage paid

NOTE: Additional $1.00 per hr. for entire crew when a helicopter is used.

*NOTE: The 6.5% is based on the hourly wage paid, straight time rate or premium rate.
OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

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

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

<table>
<thead>
<tr>
<th>Shift</th>
<th>Hours</th>
<th>Rate Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ST SHIFT</td>
<td>8:00 AM TO 4:30 PM</td>
<td>REGULAR RATE</td>
</tr>
<tr>
<td>2ND SHIFT</td>
<td>4:30 PM TO 1:00 AM</td>
<td>REGULAR RATE PLUS 17.3%</td>
</tr>
<tr>
<td>3RD SHIFT</td>
<td>12:30 AM TO 9:00 AM</td>
<td>REGULAR RATE PLUS 31.4%</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS: Same as Journeymen/Technician.

Lineman Electrician - Tree Trimmer 03/01/2012

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
<th>01/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree trimmer</td>
<td>$21.64</td>
<td>$22.08</td>
</tr>
<tr>
<td>Equip Operator</td>
<td>19.09</td>
<td>19.48</td>
</tr>
<tr>
<td>Mechanic</td>
<td>19.09</td>
<td>19.48</td>
</tr>
<tr>
<td>Truck Driver</td>
<td>16.14</td>
<td>16.46</td>
</tr>
<tr>
<td>Ground person</td>
<td>13.25</td>
<td>13.51</td>
</tr>
<tr>
<td>Flag person</td>
<td>9.44</td>
<td>9.62</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per hour worked:

$7.36
*plus 3% of hourly wage paid

$7.88
*plus 3% of hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

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

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

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

Mason - Building 03/01/2012
JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES
Per hour 07/01/2011

Building:
Bricklayer $ 27.07
Cement Finish (Bldg) 27.07
Plasterer 27.07
Tuck Pointer 27.07
Stone Mason 27.07

SUPPLEMENTAL BENEFITS
Per hour worked:
Journeyman $ 17.48

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
Per hour worked:
1st, 2nd and 3rd term 1500 hours and 4th term 1525 hours.

Rates per (1) year term:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$15.40</td>
<td>$16.98</td>
<td>$19.88</td>
<td>$23.28</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$6.84</td>
<td>$9.72</td>
<td>$11.28</td>
<td>$12.34</td>
</tr>
</tbody>
</table>

Mason - Heavy & Highway 03/01/2012

JOB DESCRIPTION Mason - Heavy & Highway

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

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

WAGES
Per hour: 07/01/2011 07/01/2012

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Mason</td>
<td>$ 29.12</td>
<td>$ 2.00</td>
</tr>
<tr>
<td>Bricklayer</td>
<td>29.12</td>
<td>2.00</td>
</tr>
</tbody>
</table>

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

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $ 18.16

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE
HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

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

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

All terms $ 18.16

Mason - Tile Finisher 03/01/2012

JOB DESCRIPTION Mason - Tile Finisher

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES
Per hour: 07/01/2011

Building

Tile Finisher $ 23.22
Marble, Slate, Terrazzo and Tile

Mason Finisher 23.22

SUPPLEMENTAL BENEFITS
Per hour worked: $ 13.38

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:

1700 hrs for 1st and 2nd term, 1600 hrs for 3rd term.

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10.85</td>
<td>$15.19</td>
<td>$20.33</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 3.74</td>
<td>$ 6.74</td>
<td>$ 8.93</td>
</tr>
</tbody>
</table>

Mason - Tile Setter 03/01/2012

JOB DESCRIPTION Mason - Tile Setter

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES
Per hour 07/01/2011

Building:

Tile Setter: $ 28.07
Marble, Slate, Terrazzo and Tile

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman Setter $17.29

**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**

1000 hours per term at the following wage.

<table>
<thead>
<tr>
<th></th>
<th>1st.</th>
<th>2nd.</th>
<th>3rd.</th>
<th>4th.</th>
<th>5th.</th>
<th>6th.</th>
<th>7th.</th>
<th>8th.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$13.92</td>
<td>$15.86</td>
<td>$17.18</td>
<td>$18.85</td>
<td>$20.53</td>
<td>$22.06</td>
<td>$25.60</td>
<td>$26.98</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>1st.</th>
<th>2nd.</th>
<th>3rd.</th>
<th>4th.</th>
<th>5th.</th>
<th>6th.</th>
<th>7th.</th>
<th>8th.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$8.72</td>
<td>$9.05</td>
<td>$10.00</td>
<td>$10.61</td>
<td>$11.20</td>
<td>$11.94</td>
<td>$12.94</td>
<td>$16.11</td>
</tr>
</tbody>
</table>

---

**Millwright** 03/01/2012

**JOB DESCRIPTION** Millwright

**ENTIRE COUNTIES** Livingston, Monroe, Ontario, Wayne

**WAGES**

Per hour 07/01/2011

- Building and Heavy Highway:
  - Millwright $26.50
  - Certified welder 27.75
  - Hazardous 27.75

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman $16.50

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

- Appr. 1st year $8.88
- Appr. 2nd year 14.214
- Appr. 3rd year 14.976
- Appr. 4th year 15.738

---

**Operating Engineer - Building** 03/01/2012

**JOB DESCRIPTION** Operating Engineer - Building

**ENTIRE COUNTIES** Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates
PARTIAL COUNTIES
Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

Cranes 1 - Up to & including 25 ton hydraulic cranes, all boom trucks
Cranes 2 - 26 to 250 ton capacity hydraulic & lattice boom cranes and all "Euro-type" mobile tower crane
Cranes 3 - 251 ton capacity and over hydraulic and lattice boom cranes.
Cranes 4 - All tower cranes (when need to climb up)

CLASS 1: Air Tugger; All terrain telescoping material handler; Clamshell, Dragline, Shovel and similar machines over three-eighths cu.yd. capacity (Fact.rating); Carrier mounted backhoes that swing 360 degrees; Big Generator Plant Hoist (on steel erection); Bridge Crane (all types); Cableway; Caisson auger and similar type machine; Crane; Derrick; Dredge; Excavator all purpose hydraulically operated; Forklift (with Factory rating of Fifteen ft. or more of lift); Hoist (on steel erection); Hydraulic/Krupp Drill Type; Mucking Machines; Remote Controlled excavator with attachments; Ross Carrier (and similar type); Three-Drum Hoist (when all three drums are in use).

CLASS 2: A-Frame Truck; Backfilling Machine; Backhoe - tractor mounted; Barber Green and similar type machines; Belt Crete and similar type machines; Bituminous spreading machine 3/8 yd. capacity or less (Factory Rating); Bulldozer; Carry-all type scraper; Compressors: Four (4) not to exceed 2000 CFM combined capacity; or three (3) or less with more than 1200 CFM but not to exceed 2000 CFM; Concrete Mixer; Concrete Placer; Concrete Pump; Dinky Locomotives (all types); Elevating Grader; Elevator; Fine Grade and Finish Rollers; Fine Grade Machines (all kinds); Forklift with Factory rating of less than fifteen (15) feet of lift; Front End Loader; Gunite Pumping Machine; High Pressure Boiler; Hoist (1 or 2 drums); Maintenance Engineer (Mechanic); Mechanical Slurry Machine (all kinds); Mega Mixers and similar type machines; Motor Grader; Post Hole Digger; Pumps (regardless of motive power) No more than three (3) in number, not to exceed twelve (12) inches total capacity; Rifle Crete Pumping Machine; Side Boom Tractor; Skid Steer Loader with attachments; Stoner Crusher; Tournadozer and similar types; Tournapull and similar types; Trenching Machines; Welder; Well Drill; Well Point System;
EXCEPTION: Single electric pumps up to and including four(4) inches need not be manned.

CLASS 3: Any combination (Not to exceed three (3) pieces of equipment); Compressors - three (3) or less, or not to exceed 1200 CFM combined capacity; Fireman; Longitudinal Float; Mechanical Heater; Pumps (regardless of motive power) No more than three (3) in number, not to exceed twelve (12) inches total capacity; Roller (Fill and Grade); Rubber Tired Tractor; Welding Machine or Mechanical Conveyor (over 12 ft. in length);
EXCEPTION: Single gasoline driven welding machine to 300 amps need not be manned.

CLASS 4: Junior Engineers / Oilers

<table>
<thead>
<tr>
<th>Operating Engineer Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per hour:</td>
</tr>
<tr>
<td>07/01/2011</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Building:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crane 1 $ 27.88</td>
</tr>
<tr>
<td>Crane 2 30.61</td>
</tr>
<tr>
<td>Crane 3 31.39</td>
</tr>
<tr>
<td>Crane 4 32.16</td>
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</table>

<table>
<thead>
<tr>
<th>Master Mechanic:</th>
</tr>
</thead>
<tbody>
<tr>
<td>29.12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLASS # 1:</th>
</tr>
</thead>
<tbody>
<tr>
<td>27.88</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLASS # 2:</th>
</tr>
</thead>
<tbody>
<tr>
<td>27.16</td>
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</table>

<table>
<thead>
<tr>
<th>CLASS # 3:</th>
</tr>
</thead>
<tbody>
<tr>
<td>24.77</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLASS # 4:</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.71</td>
</tr>
</tbody>
</table>

Maintenance, repair and renovation work on nuclear power plant paid 90% of above rates. The above rates do not cover hazardous waste removal work. See Heavy/Highway.

SUPPLEMENTAL BENEFITS
Per hour worked:

<table>
<thead>
<tr>
<th>Journeyman:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 21.53</td>
</tr>
</tbody>
</table>
OVERTIME PAY
See (B,E,E2,Q) on OVERTIME PAGE.

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

REGISTERED APPRENTICES
(1) year terms at the following percentage of journeyman's wage.

1st term 60% of class 3 rate
2nd term 65% of class 3 rate
3rd term 75% of class 2 rate
4th term 80% of class 1 rate

Supplemental Benefits per hour worked:

$ 21.53

OPERATING ENGINEER - BUILDING - EXCAVATING & PAVING

JOB DESCRIPTION
Operating Engineer - Building - Excavating & Paving

DISTRICT 5

ENTIRE COUNTIES
Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES
The following rates apply to "Site Work" which may include site preparation and grading, underground work or paving, athletic fields, skateboard parks and all other work outside the footprint of any building.

CLASS A: All terrain telescoping material handler; Asphalt Paver; Automatic Fine Grader; Backhoe (Except Tractor Mounted, Rubber Tired); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Cherry Picker - over 5 ton capacity; Crane; Cranes and Derricks (steel erection); Dragline; Dual Drum Paver; Excavator-all purpose-Hydraulically operated; Front End Loader (4 c.y. and over); Hoist; Two or Three Drum; Hydro-Axe; Hydraulic/Krupp Drill Type; Pile Driver; Power Grader with elevating loader attachment; Quarry Master (or equivalent); Remote controlled excavator with attachments; Shovel; Slip Form Paver (if a second man is needed, he shall be an oiler); Tractor Drawn Belt-Type Loader; Truck Crane; Tunnel Shovel;

CLASS B: Articulated off road material Hauler; Backhoe (tractor mounted, Rubber Tired); Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Boring Machine; Cage Hoist; Central Mix Plant (non-automated) and all concrete batching plants; Cherry Picker (5 tons and under); Compressor (4 or less) exceeding 2,000 c.f.m. combined capacity; Concrete Paver over 16S; Concrete Pump; Crusher; Drill Rigs (tractor mounted); Front-end Loader (under 4 c.y.); Hi-pressure Boiler (15 lbs. and over); Hoist, One Drum; Kolman Plant Loader and similar type loaders (if Employer requires another man to clean the screen or to maintain the equipment, he shall be an oiler); Maintenance Engineer; Maintenance Grease Man; Mechanical Slurry Machine; Mixer for stabilized base self-propelled; Monorail Machine; Plant Engineer; Power Broom; Power Grader; Pump Crete, Ready Mix Concrete Plant; Road Widener; Roller (all above sub-grade); Side Boom; Skid Steer Loader with Attachments; Tractor Scrapper; Tractor with Dozer and/or Pusher; Trencher; Winch;

CLASS C: Compressors: 4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1,200 c.f.m. but not to exceed 2,000 c.f.m.; Compressors (any size but subject to other provisions for compressors), Dust Collectors, Generators, Welding Machines (four of any type or combination); Concrete Pavement Spreaders and Finishes; Conveyor; Drill, Core; Drill, Well; Electric Pump used in conjunction with Well Point Systems; Farm Tractor with accessories; Fine Grade Machine; Fork Lift; Gunite Machine; Hammers-Hydraulic self-propelled; Locomotive; Post Hole Digger and Post Driver; Pumps, regardless of motive power, not more than 4 in number not to exceed 20" in total capacity; Submersible Electric Pumps when used in lieu of well Points; Tractor with towed accessories; Vibrator Compactor; Vibro Tamp; Well Point.

CLASS D: Compressor (any size, but subject to other provisions for compressors), Dust Collectors, Generator, Welding machines (three or less of any type or combination); Concrete Mixer (16S and under); Concrete Saw self propelled; Form Tamper; Mulching Machine; Power Heaterman; Pumps regardless of motive power no more than 3 in number not to exceed 12" in total capacity; Revinius Widener; Steam Cleaner; Tractor.

CLASS E: Junior Engineer

Per hour: 07/01/2011
Building Excavating and Paving:

Master Mechanic $ 26.90
Class A 26.30
Class B 25.87
Class C 25.26
Class D 22.17
Class E 21.07

The above rates do not cover hazardous waste removal work, See Heavy/Highway.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $ 21.18

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

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

REGISTERED APPRENTICES
(1) year terms at the following percentage of journeyman's wage.

1st term 60% of Class C rate
2nd term 65% of Class C rate
3rd term 75% of Class B rate
4th term 80% of Class A rate

Supplemental Benefits per hour worked:

$ 21.18

Operating Engineer - Heavy&Highway 03/01/2012

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES
Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

Crane 1: All tower cranes, including self erecting to be paid $4.00 per hour over Class A rate.
Crane 2: All Lattice Boom Cranes: All other cranes with a manufacturer's rating of fifty (50) ton and over, to be paid $3.00 per hour over Class A rate.
Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid $2.00 per hour over Class A rate.

Crane rates apply when a Certificate of Competence is required by the New York State Department fo Labor.

MASTER MECHANIC:
CLASS A: Asphalt Paver; Automated Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted, rubber-tired); Belt Placer (CMI Type); Blacktop Plant (Auto); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-Propelled, Slipform); Concrete Pump; Dragline; Dredge; Dual Drum Paver; Excavator (All Purpose-Hydraulically Operated) (Gradall or Similar); Fork Lift (Factory Rated 15 feet and Over); Front End Loader (4 cu. yd. and Over); Head Tower (Sauerman or Equal); Hoist (Two or Three Drum); Holland Loader; Horizontal Directional Drill and Power Ram type equipment; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Overhead Crane (Gentry or Straddle Type); Pavement Breaker (self-propelled) Wertgen: PB-4 and similar type; Pavement Profiler over 105 horsepower; Pavement Rubbleizer; Pile Driver; Power Grader; Quad 9; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Log Chipper (Self Feeder with Loader); Tug Boat moving equipment or materials; Tunnel Shovel.

CLASS B: Backhoe (Tractor-Mounted, Rubber Tired); Bituminous Spreader & Mixer; Blacktop Plant (Non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant (Non Automated) and All Concrete Batching Plants; Compressors (4 or less) exceeding 2,000 c.f.m. combined capacity; Core Drill; Crusher; Diesel Power Unit; Drill Rigs hydraulic Krupp type; Drill Rigs (Tractor Mounted); Fork Lift (Factory rated under 15 feet); Front End Loader (Under 4 cu.yd.); Hoist (One Drum); Horizontal Directional Drill Locator; Hydro-Axe; Hydro-Blaster (self-propelled, non-manually operated); Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Log Skidder; Lubrication Engineer/Greaseman; Mixer (for stabilized base self-propelled); Monorail Machine; Pavement Profiler 105 horsepower and under; Plant Engineer; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Skid Steer Loader with attachments; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Blasting Machine (self-propelled, non-manually operated); Vacuum Truck; Vermeer Type Saw; Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; Articulated Off Road Material Hauler; Aggregate Plant; Ballast Regulator (ride on); Cement and Bin Operator; Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1,200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors (any size but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 of any type or combination); Concrete Pavement Spreaders and Finishers; Concrete Saw, (self-propelled); Conveyor; Deck Equipment Operator (Marine); Electric Pump Used in Conjunction with well-point system; Farm Tractor with Accessories; Fine Grade Machine; Form Tamper; Grout Pump; Gunite Machine; Hammers (hydraulic-self propelled); Hydro-Spiker (ride-on); Hydraulic Pump (jacking system); Hydroblaster (low pressure cleaning); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman; Power Sweeper; Revinus Widener; Roller (grade & fill); Scarifier (ride-on); Shell Winder; Span-Saw (ride-on); Steam Cleaner; Submersible Electric Pump (when used in lieu of well point system); Tamper (ride-on); Tie Extractor (ride-on); Tie Handler (ride-on); Tie Inserter (ride-on); Tie Spacer (ride-on); Track Liner (ride-on); Tracktor (with or Without towed accessories); Vibratory Compactor; Vibro Tamp; Well Drill; Well Point.

Per hour worked:

<table>
<thead>
<tr>
<th>Crane 1</th>
<th>07/01/2011</th>
<th>$37.76</th>
<th>07/01/2012</th>
<th>$38.86</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crane 2</td>
<td>36.76</td>
<td></td>
<td>37.86</td>
<td></td>
</tr>
<tr>
<td>Crane 3</td>
<td>35.76</td>
<td></td>
<td>36.86</td>
<td></td>
</tr>
<tr>
<td>Master Mechanic</td>
<td>35.02</td>
<td></td>
<td>36.12</td>
<td></td>
</tr>
<tr>
<td>CLASS A</td>
<td>33.76</td>
<td></td>
<td>34.86</td>
<td></td>
</tr>
<tr>
<td>CLASS B</td>
<td>33.05</td>
<td></td>
<td>34.15</td>
<td></td>
</tr>
<tr>
<td>CLASS C</td>
<td>30.19</td>
<td></td>
<td>31.29</td>
<td></td>
</tr>
</tbody>
</table>

Additional 2.50 per hr. for E.P.A. or D.E.C. certified toxic or hazardous waste work.

A single irregular work shift can start any time from 5:00 pm to 1:00 am.

All employees who work a single irregular work shift on Governmental mandated night work shall be paid and additional $1.75 per hr. effective for work bid on or after September 01,2000.

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

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

| Journeyman | $21.83 | $22.98 |

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
(1000) hour terms at the following percentages.

1st term  60% of Class C
2nd term  65% of Class C
3rd term  70% of Class B
4th Term  75% of Class A

Supplemental Benefits per hour worked:

$21.83  $22.98

OPERATING ENGINEER - HEAVY & HIGHWAY - TUNNEL

D262028

03/01/2012

JOBS DESCRIPTION: Operating Engineer - Heavy & Highway - Tunnel

DISTRICT 5

ENTIRE COUNTIES: Allegany, Cayuga, Chemung, Cortland, Jefferson, Lewis, Livingston, Madison, Monroe, Oneida, Onondaga, Ontario, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tompkins, Wayne, Yates

PARTIAL COUNTIES:

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

Herkimer: That portion of the county that lies west of a line drawn due north and due south through the railroad station in Little Falls, NY.

WAGES:

Crane 1: All cranes, including self erecting to be paid $4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all other cranes with a manfacturer's rating of fifty (50) ton and over to be paid $3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton nad below, including boom trucks, to be paid $2.00 per hour over Class A rate.

MASTER MECHANIC/CHIEF TUNNEL ENG.:

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8" or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y. & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel); Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine (Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired; Backhoe (topside); Bitum, Spred. & Mixer, Blacktop Plant non-automated; Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant (NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Gracoe Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift (under 15 ft); Grout Pump (over (5) cu. ft.); Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill; Scarifier (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors (any size, but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-3 or less-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinius Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour: 07/01/2011

5-832H
Crane 1  $40.08
Crane 2  39.08
Crane 3  38.08

Master Mechanic  38.21

CLASS A  36.08
CLASS B  34.86
CLASS C  32.07
CLASS D  29.06

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman  $21.90

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
(1000) hours terms at the following percentages.

1st term  60% of Class D
2nd term  65% of Class C
3rd term  70% of Class B
4th term  75% of Class A

Supplemental Benefits per hour paid:

$21.90

Operating Engineer - Marine Construction  03/01/2012

JOB DESCRIPTION  Operating Engineer - Marine Construction

ENTIRE COUNTIES

WAGES
Per Hour:

DREDGING OPERATIONS  07/01/2011
CLASS A
Operator, Leverman,  $ 32.89
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
Spider/Spill Barge Operator,  $ 28.49
Tug Operator(over1000hp),
Operator(1), Fill Placer,
Derrick Operator, Engineer,
Chief Mate, Electrician,
Chief Welder,
Maintenance Engineer

Certified Welder,  $ 26.84
Boat Operator(licensed)

CLASS C
Drag Barge Operator, $ 26.14
Steward, Mate, $ 25.29
Assistant Fill Placer, $ 21.09
Welder (please add) $ 0.06

Boat Operator $ 25.29

CLASS D
Shoreman, Deckhand, $ 21.09
Rodman, Scowman, Cook, $ 0.09
Messman, Porter/Janitor

Oiler (please add) $ 0.09

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

<table>
<thead>
<tr>
<th>Class</th>
<th>Rate</th>
<th>Description</th>
<th>Overtime Add</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Classes A &amp; B</td>
<td>$ 8.05 plus 7% of straight time wage overtime hours add $ 0.63</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Class C</td>
<td>$ 7.75 plus 7% of straight time wage overtime hours add $ 0.48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Class D</td>
<td>$ 7.45 plus 7% of straight time wage overtime hours add $ 0.23</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

Operating Engineer - Survey Crew

JOB DESCRIPTION Operating Engineer - Survey Crew

ENTIRE COUNTIES

PARTIAL COUNTIES
Dutchess: The Northern portion of the county from the Northern boundary line of the City of Poughkeepsie North.
Genesee: Only that portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia

WAGES
Per hour:
SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party. Instrument person- One who runs the instrument and assists the Party Chief. Rod person- One who holds the rods and, in general, assists the survey party.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
<th>06/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party Chief</td>
<td>$ 31.62</td>
<td>$ 32.62</td>
</tr>
<tr>
<td>Instrument/Rod person</td>
<td>28.85</td>
<td>29.85</td>
</tr>
</tbody>
</table>

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 $ 20.50 $ 21.75

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

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

REGISTERED APPRENTICES
WAGES: (1 yr. or 1000 hrs.) terms at the following wage rates.

1st year 60% $ 17.31 $ 17.91
2nd year 70% 20.19 20.89
3rd year 80% 23.08 23.88

SUPPLEMENTAL BENEFITS:
$ 20.50 $ 21.75

Operating Engineer - Survey Crew - Consulting Engineer 03/01/2012

JOB DESCRIPTION
Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 6

ENTIRE COUNTIES

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie north.
Genesee: Entire county except that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES
Per hour:
Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.
SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party.
Instrument Man- One who runs the instrument and assists the Party Chief.
Rodman- One who holds the rods and in general, assists the survey party.

Survey Rates:
07/01/2011 06/01/2012
Party Chief $ 31.62 $ 32.62
Instrument/Rodperson 28.85 29.85

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 20.50 $ 21.75

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

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

6-545 D.C.E

Painter 03/01/2012

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: 07/01/2011

Bridge* $ 35.20
Tunnel* 35.20
Tank* 33.20

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

* Note an additional $1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS
Per hour worked:

$ 20.20

OVERTIME PAY
Exterior work only See (B, E4*, F, R) on OVERTIME PAGE.
All other work See (B, F, R) on OVERTIME PAGE.

* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

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

REGISTERED APPRENTICES
Wages per hour:

1000 hour terms at the following percentage of Journeyman's wage rate:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>65%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>75%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>85%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

| 1st & 2nd terms | $ 2.02 |
| 3rd & 4th terms | $ 5.02 |
| 5th & 6th terms | $ 6.02 |

3-4-Bridge, Tunnel, Tank

Painter 03/01/2012

JOB DESCRIPTION
Painter

ENTIRE COUNTIES
Monroe, Wayne, Yates

PARTIAL COUNTIES
Ontario: Entire county except the Township and City of Geneva.

WAGES
Per hour: 07/01/2011

Base $ 22.41
Spray 23.01
Sandblast 23.16
Wall Covering 22.71
Lead Paint Abatement 22.41
Drywall: Taper-Finisher* 23.01

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $ 16.85
Journeyman Taper-Finisher* 17.00
OVERTIME PAY

Exterior work only See (B, E4, F, R) on OVERTIME PAGE.
all other work See (B, F, R) on OVERTIME PAGE.

NOTE: Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

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

REGISTERED APPRENTICES

Apprentices - Painter/Decorator: 1000 hour terms at the following percentage of journeyman's basic wage rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>*50%</td>
<td>55%</td>
<td>**60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Apprentices - Taper/Drywall Finisher: 1000 hour terms at the following percentage of journeymen's Taper wage:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>*50%</td>
<td>55%</td>
<td>**60%</td>
<td>65%</td>
<td>75%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

*Appr. 1st & 2nd terms $ 1.97
**Appr. 3rd thru 8th terms 3.97

Painter - Metal Polisher 03/01/2012

JOB DESCRIPTION  Painter - Metal Polisher  DISTRICT 9

ENTIRE COUNTIES


WAGES  07/01/2011

Metal Polisher $ 25.60*

*Note: All workers shall be paid an additional premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 34 feet off the ground. Such premium are to be paid on top of their straight time or overtime, whichever is applicable. This also applies to employees erecting scaffolding.

SUPPLEMENTAL BENEFITS

Per Hour:  07/01/2011

Journeyworker: $ 11.12

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

55% of Basic Polisher Rate

Plumber 03/01/2012

JOB DESCRIPTION  Plumber  DISTRICT 5

ENTIRE COUNTIES

Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES

Genesee: Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion and Stafford.
Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall and Murray.

Seneca: Only the Townships of Fayette, Junius, Ovid, Romulus, Seneca Falls, Tyre, Varick and Waterloo.

Steuben: Only the Townships of Cameron, Canisteo, Freemont Greenwood, Harsville, Hornell, Hornellville, Howard, Jasper, Rathbone, Troopsburg, Tuscarora, W.Union and Woodhull.

Wayne: Only the Townships of Arcadia (Newark), Galen (Clyde), Huron, Macedon, Marion, Lyons, Ontario, Palmyra, Rose, Sodus, Walworth and Williamson.

**WAGES**

Per hour 07/01/2011

Plumber $ 31.00

Maintenance, repair and renovation work performed on nuclear power plants paid at wage above plus full benefits.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeymen $ 17.91

**OVERTIME PAY**

Site work & New const. See (B*, E,E2,Q) on OVERTIME PAGE.

All other work See (B*, E, Q) on OVERTIME PAGE.

*Time and one half for work on the day after Thanksgiving.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following percent of Journeyman's wage.

<table>
<thead>
<tr>
<th>Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td>40%</td>
<td>50%</td>
<td>59%</td>
<td>66%</td>
<td>75%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th>Appr.</th>
<th>1st year</th>
<th>2nd, 3rd, 4th years</th>
<th>all other years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 3.47</td>
<td>11.70</td>
<td>12.70</td>
</tr>
</tbody>
</table>

Roofer 03/01/2012

**JOB DESCRIPTION** Roofer

**ENTIRE COUNTRIES**

Livingston, Monroe, Ontario, Wayne, Yates

**WAGES**

<table>
<thead>
<tr>
<th></th>
<th>07/01/2011</th>
<th>06/01/2012</th>
<th>06/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional</td>
<td></td>
<td>$ 1.30</td>
<td>$ 1.30</td>
</tr>
<tr>
<td>Roofer</td>
<td>$ 25.00*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waterproofer</td>
<td>25.00*</td>
<td>1.30</td>
<td>1.30</td>
</tr>
</tbody>
</table>

*When working on a roofing project requiring an individual to be a Licensed Asbestos Handler.

*Licensed Asbestos Handler: Non Removal-Base Wage plus $.50 and $.30 in Supps.

*Licensed Asbestos Handler: Removal-Base Wage plus $1.30 and $.30 in Supps.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeymen $ 15.57

**OVERTIME PAY**

See (B*, E, Note,E2,Q) on OVERTIME PAGE. *Note Double-time for new work on Saturdays.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16) on HOLIDAY PAGE
REGISTERED APPRENTICES
(1/2) year terms at the following percentage of journeyman’s wage.
1st. 2nd. 3rd. 4th. 5th. 6th.
45% 50% 55% 60% 70% 75%

Supplemental Benefits per hour worked:
Appr.1st and 2nd terms $ 5.41
Appr.3rd thru 6th terms 15.72

Sheetmetal Worker 03/01/2012

JOB DESCRIPTION Sheetmetal Worker

ENTIRE COUNTIES
Livingston, Monroe, Ontario, Seneca, Wayne, Yates

WAGES
Per hour 07/01/2011 04/30/2012
Additional
Sheetmetal Worker $ 28.98 $ 1.86
Work from 4:00pm to 12:30 am* 33.04 1.86
work from 12:00 am to 8:30 am* 34.78 1.86

*Applies when shift work is mandated either in the job specification or by the contracting agency.

To include metal standing seam roofing, flashing and gravel stop.

Maintenance, repair and renovation work on nuclear power plant paid at 90% of above wage plus full benefits.

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday.

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

SUPPLEMENTAL BENEFITS
Per hour worked:
Journeyman $ 19.99

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

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

REGISTERED APPRENTICES
(1/2) year terms at the following wage.

1st. 2nd. 3rd. 4th. 5th. 6th. 7th. 8th. 9th. 10th.

Supplemental Benefits per hour paid:

1st. 2nd. 3rd. 4th. 5th. 6th. 7th. 8th. 9th. 10th.
$ 9.02 $ 9.99 $ 13.56 $ 13.68 $ 15.60 $ 15.70 $ 15.84 $ 15.94 $ 16.15 $ 16.37

Sprinkler Fitter 03/01/2012
JOB DESCRIPTION  Sprinkler Fitter  

ENTIRE COUNTIES  

WAGES  
Per hour  

<table>
<thead>
<tr>
<th>Date</th>
<th>Sprinkler</th>
<th>Fitter</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2011</td>
<td>$30.15</td>
<td></td>
</tr>
<tr>
<td>01/01/2012</td>
<td>$30.15</td>
<td></td>
</tr>
<tr>
<td>04/01/2012</td>
<td>$31.05</td>
<td></td>
</tr>
<tr>
<td>01/01/2013</td>
<td>$31.05</td>
<td></td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS  
Per hour worked  

<table>
<thead>
<tr>
<th>Date</th>
<th>Journeyman</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2011</td>
<td>$19.00</td>
<td>$19.15</td>
<td>$19.15</td>
<td>$19.30</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 Prior To 04/01/2010:  
One Half Year terms at the following percentage of Journeyman's wage  

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage</td>
<td>50%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked  

<table>
<thead>
<tr>
<th>Date</th>
<th>1st &amp; 2nd terms</th>
<th>3rd &amp; 4th terms</th>
<th>All others</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2011</td>
<td>$8.15</td>
<td>$14.00</td>
<td>$19.00</td>
</tr>
<tr>
<td>01/01/2012</td>
<td>$8.15</td>
<td>$14.15</td>
<td>$19.15</td>
</tr>
<tr>
<td>04/01/2012</td>
<td>$8.15</td>
<td>$14.15</td>
<td>$19.15</td>
</tr>
<tr>
<td>01/01/2013</td>
<td>$8.15</td>
<td>$14.30</td>
<td>$19.30</td>
</tr>
</tbody>
</table>

For Apprentices Hired On Or After 04/01/2010:  
One Half Year terms at the following percentage of Journeyman's wage  

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
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<tr>
<td>Percentage</td>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
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Supplemental Benefits per hour worked  

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<th>Date</th>
<th>1st &amp; 2nd terms</th>
<th>3rd &amp; 4th terms</th>
<th>All others</th>
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<td>01/01/2013</td>
<td>$8.15</td>
<td>$14.30</td>
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Teamster - Building / Heavy&Highway  

JOB DESCRIPTION  Teamster - Building / Heavy&Highway  

ENTIRE COUNTIES  
Livingston, Monroe, Ontario, Wayne

PARTIAL COUNTIES  
Orleans:  Only in the Townships of Gaines, Carlton, Barre, Kendall, Murray, Claremont, and Albion.  
Steuben:  Only in the Township of Wayland.  
WAGES
Per hour 07/01/2011

Heavy/Highway:
Group #1 $ 21.79
Group #2 21.84
Group #3 21.89
Group #4 22.04
Group #5 22.19

There shall be a twelve (12) month carryover from the bid date of the posted proposal wage and fringe benefit rates. However, if the project document contains multiyear rate schedules, the Employer shall be obligated to pay wage rates therein as they become effective.

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. Rubber-tired tractors (towing or pushing flat body vehicles), Form truck.

GROUP #2: Tandems and batch trucks, Mechanics, Dispatcher, When used as a hauling vehicle the following: Front end loader, A-frame and fork lift.

GROUP #3: Semi-trailers, Low-boy trucks, Asphalt distributor trucks, and Agitator, Mixer trucks and Dumpcrete type vehicles, Truck mechanic, Fuel trucks, Boom truck.

GROUP #4: Specialized earth moving equipment, Euclid type, or similar off-highway equipment, Where not self-loaded, Straddle (Ross) carrier, And self-contained concrete mobile truck, Articulated off road material hauler.

GROUP #5: Off-highway Tandem back-dump, Twin engine equipment and Double-hitched equipment where not self-loaded.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyman $ 14.81

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

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

Welders

JOB DESCRIPTION  Welder

WAGES
Per hour 07/01/2011

Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY

HOLIDAY
1-As Per Trade
Overtime Codes
Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

(A) Time and one half of the hourly rate after 7 hours per day

(AA) Time and one half of the hourly rate after 7 and one half hours per day

(B) Time and one half of the hourly rate after 8 hours per day

(B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours

(B2) Time and one half of the hourly rate after 40 hours per week

(C) Double the hourly rate after 7 hours per day

(C1) Double the hourly rate after 7 and one half hours per day

(D) Double the hourly rate after 8 hours per day

(D1) Double the hourly rate after 9 hours per day

(E) Time and one half of the hourly rate on Saturday

(E1) Time and one half 1st 4 hours on Saturday. Double the hourly rate all additional Saturday hours

(E2) 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

(E3) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather

(F) 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

(G) Time and one half of the hourly rate on Saturday and Holidays

(H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays

(I) Time and one half of the hourly rate on Sunday

(J) Time and one half of the hourly rate on Sunday and Holidays

(K) Time and one half of the hourly rate on Holidays

(L) Double the hourly rate on Saturday

(M) Double the hourly rate on Saturday and Sunday

(N) Double the hourly rate on Saturday and Holidays

(O) Double the hourly rate on Saturday, Sunday, and Holidays

(P) Double the hourly rate on Sunday

(Q) Double the hourly rate on Sunday and Holidays

(R) Double the hourly rate on Holidays

(S) Two and one half times the hourly rate for Holidays, if worked

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays. One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays, if worked
(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted
## Holiday Codes

**PAID Holidays:**

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

**OVERTIME Holiday Pay:**

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

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

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<td>3</td>
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<td>4</td>
<td>Memorial Day and July 4th</td>
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<td>5</td>
<td>Memorial Day, July 4th, and Labor Day</td>
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<tr>
<td>6</td>
<td>New Year's, Thanksgiving, and Christmas</td>
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<td>7</td>
<td>Lincoln's Birthday, Washington's Birthday, and Veterans Day</td>
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<td>8</td>
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<td>15</td>
<td>Veterans Day</td>
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<td>Day after Thanksgiving</td>
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<td>17</td>
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<td>Thanksgiving</td>
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<td>26</td>
<td>Martin Luther King, Jr. Day</td>
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<tr>
<td>27</td>
<td>Memorial Day</td>
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# 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**

## 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)

<table>
<thead>
<tr>
<th>Telephone: ( )</th>
<th>Fax: ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Mail:</td>
<td></td>
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</tbody>
</table>

2. NY State Units (see Item 5)
   - 01 DOT
   - 02 OGS
   - 03 Dormitory Authority
   - 04 State University Construction Fund
   - 05 Mental Hygiene Facilities Corp.
   - 06 OTHER N.Y. STATE UNIT
   - 07 City
   - 08 Local School District
   - 09 Special Local District, i.e., Fire, Sewer, Water District
   - 10 Village
   - 11 Town
   - 12 County
   - 13 Other Non-N.Y. State Facility Corp.

3. SEND REPLY TO  
   - (Check if new or change)
   - Name and complete address:

<table>
<thead>
<tr>
<th>Telephone: ( )</th>
<th>Fax: ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Mail:</td>
<td></td>
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</table>

4. SERVICE REQUIRED. Check appropriate box and provide project information.
   - New Schedule of Wages and Supplements.  
     - APPROXIMATE BID DATE:  
     - Additional Occupation and/or Redetermination

5. Project Title  
   - Description of Work

<table>
<thead>
<tr>
<th>Contract Identification Number</th>
</tr>
</thead>
</table>

   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:
   - Construction (Building, Heavy Highway/Sewer/Water)
   - Tunnel
   - Residential
   - Landscape Maintenance
   - Elevator maintenance
   - Exterminators, Fumigators
   - Fire Safety Director, NYC Only
   - Guards, Watchmen
   - Janitors, Porters, Cleaners, Elevator Operators
   - Moving furniture and equipment
   - Trash and refuse removal
   - Window cleaners
   - Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?  
   - YES ☐ NO ☐

10. Name and Title of Requester

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
</table>

**SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS**
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
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<th>AGENCY</th>
<th>Fiscal Officer</th>
<th>FEIN</th>
<th>EMPLOYER NAME</th>
<th>DBA NAME</th>
<th>ADDRESS</th>
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<th>DEBARMENT END DATE</th>
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NYSDOL Bureau of Public Work Debarment List 03/20/2012

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NOTE: This form was developed for repetitive use throughout all contract proposals and may identify items not applicable to this specific project.
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