Torres Rojas, Genara

From: dmorris@tectonicengineering.com
Sent: Thursday, August 07, 2014 10:19 AM
To: Duffy, Daniel; American, Heavyn-Leigh
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: David
Last Name: Morris
Company: Tectonic Engineering
Mailing Address 1: 160 Pehle Avenue, Suite 306
Mailing Address 2:
City: Saddle Brook
State: NJ
Zip Code: 07663
Email Address: dmorris@tectonicengineering.com
Phone: 2018430403
Required copies of the records: Yes

List of specific record(s):
Request for a copy of the Environmental Cleanup Services awarded to PAL Environmental Safety Corporation on 11152012 related to reference number 4300002034.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

September 12, 2014

Mr. David Morris
Tectonic Engineering
160 Pehle Avenue, Suite 306
Saddle Brook, NJ 07663

Re: Freedom of Information Reference No. 15200

Dear Mr. Morris:

This is in response to your August 7, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for "a copy of the Environmental Cleanup Services awarded to PAL Environmental Safety Corporation on 11152012 related to reference number 4300002034."

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/15200-C.pdf. Paper copies of the available records are available upon request.

Certain portions of the material responsive to your request are exempt from disclosure pursuant to exemptions (1) and (4) of the Code.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,

Daniel D. Duffy
FOI Administrator

225 Park Avenue South, 17th FL
New York, NY 10003
T: 212 435 3642 F: 212 435 7555

P.A.L. ENVIRONMENTAL SAFETY CORP.

PORT AUTHORITY
TRANS-HUDSON CORPORATION

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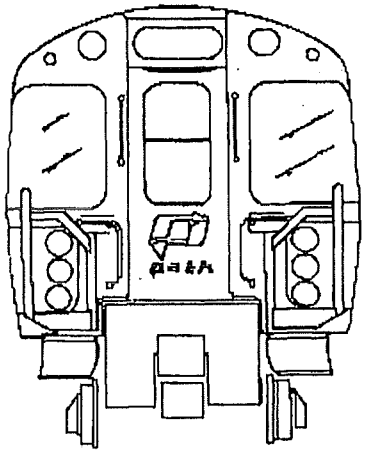
R.M.



NEW YORK AND NEW JERSEY FACILITIES

ASBESTOS AND LEAD ABATEMENT VIA WORK ORDER

CONTRACT PAT-631

NOVEMBER 2010

This proposal is not complete unless bidder's Signature appears on page 23

PORT AUTHORITY
TRANS-HUDSON CORPORATION

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Virginia S. Bauer
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Robert E. VanEtten, Inspector General

Francis J. Lombardi, P.E.
Chief Engineer
The Port Authority of New York and New Jersey

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Schedule of Minimum Wage Rates (FED NJ)

Schedule of Minimum Wage Rates (FED NY)

Notification of M/WBE On-line Directory and Forms

Schedule A

Schedule B

Schedule C

Schedule D

ADVERTISEMENT

PORT AUTHORITY TRANS-HUDSON CORPORATION

Sealed proposals for the following contract will be received by The Port Authority of New York and New Jersey in the office of the Director of Procurement, Attn: Bid Custodian, One Madison Avenue, 7th Floor, New York, NY 10010, until 2:30 P.M. on the date indicated where the proposals will then be publicly opened and read in the Bid Room.

Contract documents may be seen at the Contract Desk on the 3rd Floor, 3 Gateway Center, Newark, NJ and may be obtained upon receipt of a non-refundable payment of $100.00 per set. Only company checks or money orders payable to the order of The Port Authority of New York and New Jersey will be accepted. If checks or money orders for documents are mailed, they should be addressed to The Port Authority of New York and New Jersey, Contract Desk, 3rd Floor, 3 Gateway Center, Newark, NJ 07102. For availability of contract documents, go to http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html Questions by prospective bidders concerning the contract should be directed only to the person whose name and phone number is listed.

A VALID PHOTO ID IS REQUIRED TO GAIN ACCESS INTO EITHER BUILDING.

Contract PAT-631 – Port Authority Trans-Hudson Corporation – New York and New Jersey Facilities – Asbestos and Lead Abatement Via Work Order. Estimate Range: $1M – $5M. Bids Due Tuesday, November 9, 2010. The work under this contract consists generally of cleanup, removal and disposal away from Authority property of (1) asbestos-containing and asbestos-contaminated materials (2) lead, lead-containing and lead-contaminated materials; removal of mold and bird droppings incidental to removals in (1) and (2) above; and replacement of removed materials with approved asbestos-free and lead-free materials at PATH facilities in the states of New York and New Jersey, as directed by the Engineer and in accordance with Work Order(s) issued by the Engineer. For questions, call Jessamma Vatakencherry at (212) 435-3953 or email – jvataken@panynj.gov.

New York, MONDAY, October 18, 2010

INFORMATION FOR BIDDERS

1. FORM AND SUBMISSION OF PROPOSALS

The Port Authority Trans Hudson Corporation, hereinafter called "PATH", invites Proposals in the annexed form. Proposals will be received until 2:30 P.M. on Tuesday, November 9, 2010 in the office of the Director of Procurement, Attn: Bid Custodian, One Madison Avenue, 7th Floor, New York, NY 10010 at which time they will be opened and publicly read in the Bid Room. Each Proposal must be contained in the envelope furnished by PATH, which shall be sealed and conspicuously endorsed with the bidder's name and the number of this Contract in the space provided. This Contract booklet shall not be unstapled or taken apart.

The Proposal must be submitted upon the blank form bound herewith and must give all information required. [1] The Proposal must be signed and the acknowledgment taken on the appropriate form following the Proposal.

No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect.

2. PAPERS ACCOMPANYING PROPOSALS

Each Proposal must be accompanied by the following papers, which, unless otherwise indicated, should be enclosed with the Proposal:

A. If the bidder be a corporation, a statement of the names and residences of its officers, which should be included on the page following the Proposal.

If the bidder be a partnership, a statement of the names and residences of its members, indicating which are general and which are special partners, which should be included on the page following the Proposal.

If the bidder be an individual, a statement of his residence, which should be included on the page following the Proposal.

B. Either the Bid Bond bound herewith, duly executed by the bidder as principal and by one or more surety companies duly authorized to carry on the business of suretyship in the state(s) in which the construction site is located, whose names appear on the current list of the Treasury Department of the United States as acceptable as sureties upon federal contracts; or, in lieu of a Bid Bond.

A certified check, payable to the order of The Port Authority Trans Hudson Corporation, in the same amount appearing in the Bid Bond form, which check shall be placed in an envelope marked "Bid Security" and enclosed with the Proposal.

---

[1] While two or more copies of this booklet may be furnished to each prospective bidder, only one should be submitted. The extra copies are for the bidders use.

C.

1.) Certified financial statements, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year.

2.) Where such certified financial statements are not available, then either reviewed or compiled statements from an independent accountant setting forth the information described in Paragraph 1, above.

3.) Where neither certified financial statements nor financial statements from an independent accountant are available, then financial statements containing the information described in Paragraph 1, above, prepared directly by the bidder. However, such financial statements must be accompanied by a signed copy of the bidder's most recent Federal income tax return and a statement in writing, signed by a duly authorized representative of the bidder, that such statements accurately reflect the current financial condition of the bidder.

Where statements submitted pursuant to either Paragraph 1 or 2, above, show the position of the bidder as of a date more than forty-five (45) days prior to the date on which Proposals are opened, the bidder shall also submit a statement in writing signed by a duly authorized representative of the bidder, that the present financial condition of the bidder is at least as good as that shown on the statements submitted.

4.) A statement of work which the bidder has on hand, including any work on which a bid has been submitted, containing a description of the work, the dollar value, the location by city and state, the current percentage of completion and the expected date for completion.

5.) Fill in below the name and address of the bidder's chief banking representative handling the bidder's account.

Banking Institution: HSBC Bank
Address: 534 Broadhollow Road
Melville, NY 11747
Bank Representative: Robert Carnana
Telephone Number: 631-752-4378

6.) Fill in below the bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes); the bidder's Dun and Bradstreet number, if any; the name of any other credit service to which the bidder has furnished information and the number, if any, assigned by such service to the bidder's account.

Exemption (1/4)

Federal Employer Identification No.
05-980-7664

Dun and Bradstreet No.
N/A

Other Credit Service: N/A

Account No.

D. The Form of Contract bound herewith, with the bidder's percentage inserted in the clause thereof entitled "Contractor's Compensation". The percentage must be given both in figures and in writing and, in case of discrepancy, the writing shall control. One copy of each addendum, if any, issued during the bidding period shall be initialled and attached to the Proposal, but any Proposal submitted without such addendum initialled and attached will nevertheless be construed as though such addendum had been initialled and attached.

E. A copy of the most recent Experience Modification Ratio (EMR) for the bidder on his insurance provider's letterhead as a measure of the bidder's safety record. If the ratio exceeds 1.2, the bidder shall provide a written explanation.

3. QUALIFICATION INFORMATION

At any time after the opening of Proposals, the Chief Engineer may give oral or written notice to one or more bidders to attend a pre-award meeting and to furnish PATH with information relating to his qualifications to perform the Work, including the following, which information shall be furnished within seven (7) days thereafter:

A. Detailed information relating to work which the bidder has completed for others, including personal and corporate references, sufficient to PATH to determine the Contractor's responsibility, experience and capacity to perform the Work. If required by the Chief Engineer, the foregoing information shall include information to demonstrate to the satisfaction of the Chief Engineer that the Contractor has within the past five years been a contractor on at least one contract of the same general type, extent and complexity as the Contract on which the Proposal has been submitted, and completed the work skillfully, in a satisfactory manner and on time.

B. Information to supplement a) data shown in the financial statements and the statement of work on hand required to be submitted with the Proposal; and b) any statement submitted under the clause hereof entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial or Termination, etc, Disclosure of Other Required Information", or "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent Fee or Other Fee".

C. Moreover, in the event that the bidder's performance on a past Port Authority or PATH contract or contracts has been rated less than satisfactory, the Chief Engineer may give oral or written notice to the bidder to furnish information demonstrating to the satisfaction of the Chief Engineer that, notwithstanding such rating, such performance was, in fact, satisfactory, or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of the Contract, and that such performance will be satisfactory.

D. If the bidder has performed a contract for the States of New York or New Jersey, or any governmental entity within such States and has filed a questionnaire or other document required to be submitted in order for the bidder to qualify to perform the contract, the bidder may be requested by the Chief Engineer to submit the most recent completed questionnaire or other such document, or if the most recent completed questionnaire or other such document is not available, to submit a written statement indicating the approximate date of the contract and the name of the governmental entity which awarded them the contract.

E. Any additional information relevant to the bidder's Proposal.

F. Detailed information in writing setting forth the affirmative action which the bidder proposes to take to ensure equal employment opportunities as required by clause A of the clause of the Form of Contract entitled "No Discrimination in Employment". This action which for the purpose of convenience is referred to as an "Affirmative Action Program", shall be in addition to the action required under clauses B through G thereof. Solely for the information of the bidder and without in any way limiting or defining the affirmative action program to be proposed by the bidder, there are available for inspection in the office of the General Manager, Business and Job Opportunity, Office of Regional and Economic Development of the Port Authority of New York and New Jersey, copies of sample affirmative action programs.

G. Demonstration of previous asbestos and lead abatement experience by submission of a list of abatement contracts performed during the past three years including: the names, addresses and telephone numbers of owners for whom projects were performed; and the cost, year of work, and description of work of each such project.

H. Demonstration that the entity performing asbestos and lead abatement Work possesses valid licenses, permits and certificates to perform asbestos and lead abatement Work in the state where the Work will be performed. For additional requirements, see Division 2 Specifications.

In the event that any of the foregoing is requested and is not furnished within seven days thereafter or within such additional time as the Chief Engineer, in his sole discretion, may allow, PATH may not be in a position to determine whether the bidder is qualified, whether the bidder understands the requirements of the contract or whether the bid is responsive and may, in its sole discretion, reject the bidder's Proposal.

The giving of such notice to the bidder in connection with any of the foregoing lists, statement or information shall not be construed as an acceptance of his Proposal. However, PATH reserves the right in its sole and absolute discretion, to accept the Proposal of a bidder despite the fact that said bidder has not submitted any information, list or statement required pursuant to this Section within the above-stated time period.

4. ACCEPTANCE OR REJECTION OF PROPOSAL

Within sixty (60) days after the opening of the Proposals, PATH will accept one of the Proposals, if it accepts any. The acceptance of a Proposal will be only by mailing to or delivering at the office designated in the Proposal a notice in writing specifically indicating acceptance signed by an authorized representative on behalf of PATH who is at present the Authority's Director of Procurement. No other act of PATH, its Directors, officers, agents, or employees shall constitute acceptance of a Proposal. Such notice will state whether or not PATH elects to require the bidder to furnish a Performance and Payment Bond. Rejection of a Proposal will be only by either (a) a notice in writing specifically stating that the Proposal is rejected, signed by an authorized representative on behalf of PATH who is at present the Authority's Director of Procurement and mailed to or delivered at the office designated in the Proposal or (b) omission of PATH to accept a Proposal within sixty (60) days after the opening of Proposals; and no other act of PATH, its Directors, officers, agents or employees shall constitute rejection of a Proposal, including any counter offer or other act of PATH, its Directors, officers, agents or employees.

In addition, the Authority specifically reserves the unqualified right in its sole and absolute discretion to reject a bidder's Proposal where the bidder has been awarded at least two (2) Authority asbestos abatement work order contracts within the twelve (12) month period immediately prior to the date upon which Proposals are opened, and:

1.) the Authority determines that the ratio of the amount of the dollar value of Authority asbestos abatement work order contracts the bidder has been awarded within the twelve (12) month period immediately prior to the date upon which Proposals are opened, plus the amount of the dollar value of this Contract (assume $1000000) to the amount of the dollar value of the bidder's "tangible net worth" on the date Proposals are opened, is more than 15 to 1; or

2.) the Authority determines that the bidder lacks sufficient supervisory personnel in that the ratio of the number of the bidder's supervisory personnel on the date Proposals are opened to Authority asbestos abatement work order contracts the bidder has been awarded within the twelve (12) month period immediately prior to the date upon which Proposals are opened, plus this Contract is less than 1 to 1.

PATH reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals or to accept that Proposal if any, which in its judgment will under all the circumstances best serve the public interest and to waive defects in any Proposal.

In the event that a successful bidder defaults upon the Contract by failing to furnish a satisfactory Performance and Payment Bond, if required, and PATH terminates the Contract, PATH reserves the option to accept the Proposal of any other bidder within sixty (60) days after the opening of Proposals, in which case such acceptance shall have the same effect as to such other bidder as though he were the originally successful bidder.

5. RETURN OF CERTIFIED CHECKS

Within ten (10) days after the opening of the Proposals PATH will return all certified checks deposited by bidders, except those deposited by three bidders to be selected by PATH, which will be returned within three days after one Proposal is accepted by PATH; or if a Performance and Payment Bond is required, within three days after a satisfactory Performance and Payment Bond is furnished to PATH; or if all Proposals are rejected, not later than three days after such rejection. The return of a bidder's check shall not, however, be deemed to be a rejection of his Proposal.

6. WEBSITE POSTINGS OF CONTRACT DOCUMENTS

Recipients of Contract Documents marked Confidential (Privileged) may not post them or any of them to a website except in accordance with the Authority's prior written approval, which may require a written non-disclosure agreement.

Recipients of Contract Documents not marked Confidential (Privileged) may not post them or any of them to a website unless the website (1) is non-public, (2) is password protected and (3) is accessible only to the recipient's prospective subcontractors and suppliers. Recipient's prospective subcontractors and suppliers shall also be deemed recipients and shall be required to conform to the terms of this numbered clause. Recipients shall be deemed to include both bidders and those who do not submit bids.

No later than 180 days after the date of receipt of Proposals, all recipients shall remove all Contract Documents from their websites.

7. DISPOSAL OF CONTRACT DOCUMENTS

All recipients of Contract documents, including bidders and those who do not bid and their prospective subcontractors and suppliers who may receive all or a part of the Contract documents or copies thereof, shall make every effort to ensure the secure and appropriate disposal of the Contract documents to prevent further disclosure of the information contained in the documents. Secure and appropriate disposal includes methods of document destruction such as shredding or arrangements with refuse handlers that ensure that third persons will not have access to the documents' contents either before, during, or after disposal. Documents may also be returned for disposal purposes to the Contract Desk on the 3rd Floor, 3 Gateway Center, Newark NJ 07102 or the office of the Director of Procurement, One Madison Avenue, 7th Floor, New York NY 10010.

8. MINORITY AND WOMEN'S BUSINESS ENTERPRISES PROGRAM (MBE/WBE)

The Authority has a long-standing practice of making its contract opportunities available to as many firms as possible and has taken affirmative steps to encourage Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) to seek business opportunities with it.

"Minority-owned business" or "MBE" means a business entity which is at least 51 percent owned by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51 percent of the stock of which is owned by one or more members of one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Women-owned business" or "WBE" means a business which is at least 51 percent owned by one or more women, or, in the case of a publicly held corporation, 51 percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women who are citizens or permanent resident aliens.

"Minority group" means any of the following racial or ethnic groups:

A. Black persons having origins in any of the black African racial groups not of Hispanic origin;

B. Hispanic persons of Puerto Rican, Mexican, Dominican, Cuban, Central, or South American culture or origin, regardless of race;

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

D. Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

In the event that the Contractor subcontracts any portion of the Work, the Contractor shall use and document every good faith effort to ensure MBE and WBE participation in the Work. Such good faith efforts shall include at least the following:

A. Attendance at pre-bid meetings, if any, scheduled by the Authority;

B. Utilization of PATH Directory of certified MBE/WBEs available on-line (see Notification of M/WBE On-line Directory and Forms in back of Contract booklet) and/or proposing for certification other MBE/WBEs which appear to meet PATH criteria for MBE/WBE certification and which are technically competent to perform the Work which the bidder plans to subcontract;

C. Active and affirmative solicitation of bids for subcontracts from MBE/WBEs;

D. Advertisement in general circulation media, trade association publications and minority-focused media for a reasonable period before bids or proposals are due;

E. Dividing the work to be subcontracted into smaller portions or encouraging the formation of joint ventures, partnerships or similar arrangements among subcontractors;

F. Providing a sufficient supply of drawings and specifications of prospective work to MBE/WBEs and providing appropriate materials to each in sufficient time to review; and

G. Utilizing the services of available minority and women's community organizations; contractor's groups; local, State and Federal business assistance/development offices and other organizations that provide assistance to MBE/WBEs.

Subsequent to acceptance by the Authority of the Contractor's Proposal, the Contractor shall use and document every good faith effort to comply with these requirements and to permit its MBE/WBE subcontractors to perform. Such good faith efforts shall include at least the following:

A. Ensuring that progress payments are made in a timely fashion in accordance with the requirements of this Contract;

B. Not requiring bonds from and/or providing bonds and insurance for subcontractors where appropriate;

C. Soliciting specific recommendations on methods for enhancing MBE/WBE participation from Authority staff responsible for such participation; and

D. Nominating subcontractors for participation in business assistance programs sponsored by PATH or the Regional Alliance of Small Contractors such as the Loaned Executive Assistance Program (L.E.A.P.).

Subsequent to acceptance by the Authority of the Contractor's Proposal, the Contractor shall also provide the Engineer, at his request, with a trade breakdown schedule showing when the Contractor's MBE/WBE subcontractors are scheduled to perform. The Contractor shall also submit to the Engineer, on a monthly basis, the Statement of Subcontractor's Payments annexed hereto as Schedule D.

Following approval by the Engineer under the clause entitled "Assignments and Subcontracts" of one or more subcontractors who are either MBEs or WBEs and listed in the MBE/WBE Directory or determined to be "eligible" by the Chief Engineer in accordance with this numbered clause, PATH may, at its sole option, provide to said approved M/WBEs, without charge, whatever appropriate consultant services may be available under the L.E.A.P. Program; provided, however, that such consultant services will only be furnished pursuant to a request in writing from the Director, Office of Business & Job Opportunity of the Port Authority of New York and New Jersey, 233 Park Avenue South - 4th Floor, New York, NY 10003.

Such services will be discontinued following a written request from the Contractor to the Director, Office of Business & Job Opportunity of the Port Authority of New York and New Jersey, to discontinue them.

The L.E.A.P. services include advising on scheduling, purchasing, planning and other aspects of construction to firms to mitigate business or management problems which could negatively impact on their performance. These services do not include engineering or legal advice. The determination as to whether or not to follow the advice given lies solely with the M/WBE subcontractor. Prior to being accepted as a participant in the L.E.A.P. Program, the M/WBE subcontractor will be required to release PATH and the individuals furnishing consultant advice of all liability and responsibility in connection therewith.

PATH has compiled and made available on-line an MBE/WBE Directory which specifies the firms PATH has determined to be (1) MBEs/WBEs and (2) experienced in performing work in the trades and contract dollar ranges indicated in the Directory. PATH makes no representation as to the financial responsibility of such firms or their ability to perform Work required under this Contract. Subject to the following paragraph, only MBEs/WBEs listed in the Directory will count toward the MBE/WBE participation.

If the Contractor wishes to perform a portion of the Work through a firm not listed in the Directory [2] but which the Contractor believes should be eligible because it is (1) an MBE/WBE, as defined above and (2) technically competent to perform portions of the Work or the Contractor believes it is such a firm, the Contractor shall submit to the Director, Office of Business & Job Opportunity of the Port Authority of New York and New Jersey, a written request for a determination that the proposed firm is eligible. This shall be done by completing and forwarding a) the form labeled "Schedule A" and, if appropriate, "Schedule B" which are annexed hereto and form a part hereof and b) technical references of jobs completed of similar scope and complexity on the form annexed hereto and made a part hereof labeled "MBE/WBE Approval Request" and such other information as may be necessary to permit PATH to determine whether the firm is in fact an MBE/WBE and technically competent to perform portions of the Work.

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2 The following organizations may be able to refer the Contractor to MBEs/WBEs who are technically competent to perform portions of the Work. Any referrals which are not listed in the Directory shall be submitted to the Authority for a determination as to eligibility as provided above.

1. Queens Air Services Development Office
JFK International Airport
Building #141
Federal Circle, First Floor
Jamaica, NY 11430
(718) 244-6852
Fax (718) 244-7371
www.asdoonline.com

2. Chinatown Manpower Project, Inc.
70 Mulberry Street
New York, NY 10031
(212) 571-1690
www.cmpny.org

3. Association of Minority Enterprises of NY, Inc.
135-20 Liberty Avenue
Richmond Hill, NY 11419
(718) 291-1641
Fax (718) 291-1641
www.ameny.org

4. Statewide Hispanic Chamber of Commerce of New Jersey
150 Warren Street, Suite 110
Jersey City, NJ 07302
(201) 451-9512
Fax (201) 451-9547
www.shccnj.org

5. Greater Newark Business Development Consortium
744 Broad Street, 26th Floor
Newark, NJ 07102
(973) 242-5563
www.gnbdc.org

6. Jamaica Business Resource Center
90-33 160th Street
Jamaica, NY 11432
(718) 206-2255
Fax (718) 206-3693
www.jbrc.org

7. Council for Airport Opportunity
Newark Liberty International Airport
Building 80
Newark, NJ 07014
(973) 961-4382
www.caonj.com

8. National Hispanic Business Group
1230 Avenue of the Americas,
7th Floor
New York, NY 10020
(212) 265-2664
www.nhbg.org

9. Greater Jamaica Development Corp.
90-04 161st Street
Jamaica, NY 11432
(718) 291-0282
Fax (718) 291-7918
www.gjdc.org

10. NYS Assn. Of Minority Contractors
Brooklyn Navy Yard
Building 280, 4th Floor, Suite 414
Brooklyn, NY 11205
(212) 246-8380
Fax (718) 246-8376
www.nysamc.org

11. Professional Women in Construction
315 E. 56th Street, Suite 202
New York, NY 10022
(212) 486-7745
Fax (212) 486-0228
www.pwcusa.org

12. NY/NJ Minority Purchasing Council
330 Seventh Avenue, 8th Floor
New York, NY 10001
(212) 502-5663
www.nynjmsdc.org

13. National Minority Business Council
120 Broadway, 19th Floor
New York, NY 10271
(212) 693-5050
www.nmbc.org

14. Queens Overall Economic Development Office
120-55 Queens Boulevard, Suite 309 Kew Gardens, NY 11424
(718) 263-0546
Fax (718) 263-0594
www.queensny.org

15. York College Small Business Development Center
94-50 159th Street
York College,
Room S 107
Jamaica, NY 11451
(718) 262-2880
Fax (718) 262-2881
www.nyssbdc.org

16. Small Business Development Center - Rutgers University, University Heights
43 Bleeker Street
Newark, NJ 07102
(973) 353-1927
Fax (973) 353-1110
www.msbdc.newark.rutgers.edu

17. New Jersey Association of Women Business Owners (NJAWBO)
186 Princeton Hightstown Road
West Windsor, NJ 08550
(609) 799-5101
www.njawbo.org

18. New Jersey Air Services Development Office
Newark Liberty International Airport
Building #80 - Second Floor
Newark, NJ 07114
(973) 961-4278
Fax (973) 961-4282
www.asdonline.com

19. Caribbean-American Chamber of Commerce
Brooklyn Navy Yard
63 Flushing Avenue
Brooklyn, NY 11205
(718) 834-4544
Fax (718) 834-9774
www.caribbeantradecenter.com

20. Northeast Region – Small Business Resource Transportation Center
29-10 Thomson Avenue
Long Island City, NY 11101
(718) 482-5941
www.osdbu.dot.gov/regional/northeast.cfm

21. Asian Women in Business
42 Broadway, Suite 1748
New York, NY 10004
(212) 868-1368
Fax (212) 868-1373
www.awib.org

22. Asian American Business Development Center
80 Wall Street, Suite 418
New York, NY 10005
(212) 966-0100
Fax (212) 966-2786
www.aabdc.com

23. New York State Federation of Hispanic Chambers of Commerce
2710 Broadway
New York, NY 10025
(212) 222-8300
Fax (212) 222-8412
www.nysfhcc.com

24. Orange County Chamber of Commerce
30 Scott Corners Drive
Montgomery, NY 12549
(845) 457-9700 Ext. 1101
www.orangeny.com

25. Regional Alliance For Small Contractors
625 Eighth Avenue, 2nd Floor,
North Wing
New York, NY 10018
(212) 268-2991
www.regional-alliance.org

26 Women Builders Council
500 Hampton Avenue
Brooklyn, NY 11235
(212) 367-2130
www.wbcnyc.org

All such requests shall be in writing addressed to the Chief Engineer. If any such firm is determined to be eligible it shall only be by a writing over the name of the Chief Engineer. In the event that such firm is found not to be eligible, the Chief Engineer will only consider as a substitute for such firm, a firm listed in the Authority's MBE/WBE Directory available on-line.

The Contractor shall submit the names of proposed MBEs/WBEs for work on this Contract if their names do not appear in the Authority's MBE/WBE Directory available on-line in accordance with the requirements of this clause and all other requirements of this Contract. MBEs/WBEs proposed as lessors of equipment or materialmen shall be deemed "subcontractors" for the purpose of this numbered clause and the clause hereof entitled "Assignments and Subcontracts" but shall not be deemed subcontractors for any other purpose.

The Contractor shall ensure that all approved MBE/WBE subcontractors maintain a regular on site presence at the construction site for the portions of the Work they are subcontracted to perform and that they exercise financial and operation management and control of such portions of the Work.

Nothing herein shall be deemed to supersede or to otherwise modify the clause of the Form of Contract entitled "Assignments and Subcontracts".

9. INSPECTION OF SITE

Each bidder or his authorized representative must make proper arrangements with the Resident Engineer at the construction site before inspecting the construction site. To make such arrangements call Bruno Signorelli, at (201) 216-6523.

10. QUESTIONS BY BIDDERS

Questions by prospective bidders concerning the Contract may be addressed to Jessamma Vatakencherry, at (212) 435-3953 or email at jvataken@panynj.gov, who however is authorized only to direct the attention of prospective bidders to various portions of the Contract so that they may read and interpret such portions for themselves. Neither Jessamma Vatakencherry nor any other employee or representative of PATH is authorized to give interpretations of any portion of the Contract or to give information as to the requirements of the Contract in addition to that contained in the Contract. Interpretations of the Contract or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum issued over the name of the Chief Engineer, which addendum shall be considered part of this Contract. Accordingly, nothing contained herein and no representation, statement or promise, oral or in writing, of PATH, its Directors, officers, agents, representatives or employees shall impair or limit the effect of the warranties of the Contractor contained in the clause of the Form of Contract entitled "Contractor's Warranties" or elsewhere in this Contract. The provisions of this clause shall apply to questions addressed by prospective bidders both before and after their receipt of Contract Documents.

11. PORT AUTHORITY SECURITY REQUIREMENTS

The Port Authority Trans Hudson Corporation operates facilities and systems at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. PATH reserves the right to impose multiple layers of security requirements on the performance of the Contract Work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by PATH. The Contractor shall, and shall instruct its subcontractors, to cooperate with Authority staff in adopting security requirements. These security requirements may include, but are not limited to, the following.

A. Identity Checks and Background Screening:

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid and current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening federal, state and local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and/or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize PATH or its designee to perform background checks. Such authorization shall be in a form acceptable to PATH. If the Engineer directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Engineer, PATH will compensate the Contractor for the cost of such screening at the Net Cost of such screening. "Net Cost" shall be computed in accordance with the Form of Contract clause entitled "Net Cost". Performance of such Net Cost work shall be as directed by the Engineer.

Issuance of Photo Identification Badges:

No person will be permitted on or about the construction site without a photo identification badge approved by the Engineer. The Contractor shall provide such badges for employees, subcontractors and materialmen. All employees of the Contractor, subcontractors and materialmen shall wear identification badges in a conspicuous and clearly visible position whenever they are working at the construction site.

If PATH requires facility-specific identification badges for the Contractor's and subcontractors' staffs, PATH will supply such identification badges at no cost to the Contractor.

B. Construction Site Access Control:

1.) PATH may provide for construction site access control, inspection and monitoring by Authority retained security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the construction site at its own expense.

2.) At the beginning of each work period the Contractor shall furnish to the security guards, if any, or to the Engineer a memorandum showing for that work period:

a. The name and company affiliation of each employee of the Contractor or of a subcontractor who is expected to enter the site and,

b. The name of any firm anticipated to be delivering materials or servicing equipment that day and a description of such materials or services.

PATH may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this contract to address changing security conditions and/or new governmental regulations.

12. PREVAILING RATE OF WAGE CERTIFICATION

The bidders' attention is directed specifically to the clause of the Form of Contract entitled "Prevailing Rate of Wage" and to the fact that PATH requires a certification in writing from the successful bidder, in such form as may be required pursuant to such clause, that he has paid and caused his subcontractors to pay at least the prevailing rate of wage and supplements required by such clause. This certification is required prior to his receipt of any payment from PATH hereunder as provided in the clauses of the Form of Contract entitled "Monthly Advances" and "Final Payment" or at any other time.

13. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST), INDICTMENT, CONVICTION, SUSPENSION, DEBARMENT, DISQUALIFICATION, PREQUALIFICATION DENIAL OR TERMINATION, ETC; DISCLOSURE OF OTHER REQUIRED INFORMATION

By bidding on this Contract, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the bidder and each parent and/or affiliate of the bidder has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (d) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred or otherwise disqualified, or had a contract terminated as more fully provided in (a), (b) and (c) above; (e) ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal; (f) been denied a contract by any governmental agency for failure to provide the required security, including bid, payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government; (i) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, including an inspector general of a governmental agency or public authority; (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation; and (k) shared space, staff, or equipment with any business entity.

The foregoing certification as to "(a)" through "(k)" shall be deemed to have been made by the bidder as follows: if the bidder is a corporation, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%; if the bidder is a partnership, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each partner. Moreover, the foregoing certification, if made by a corporate bidder, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the bidder is uncertain as to whether it can make the foregoing certification, it shall so indicate in a signed statement furnished with its bid, setting forth an explanation for its uncertainty.

Notwithstanding that the certification may be an accurate representation of the bidder's status with respect to the enumerated circumstances provided for in this clause as requiring disclosure at the time that the bid is submitted, the bidder agrees to immediately notify PATH in writing of any change in circumstances during the period of irrevocability, or any extension thereof.

The foregoing certification or signed statement shall be deemed to have been made by the bidder with full knowledge that it would become a part of the records of PATH and that PATH will rely on its truth and accuracy in awarding this Contract. In the event that PATH determines at any time prior or subsequent to the award of the Contract that the bidder has falsely certified as to any material item in the foregoing certification; willfully or fraudulently submitted any signed statement pursuant to this clause which is false in any material respect; or has not completely and accurately represented its status with respect to the circumstances provided for in this clause as requiring disclosure, PATH may determine that the bidder is not a responsible bidder with respect to its bid on this Contract or with respect to future bids and may, in addition to exercising any other rights or remedies available to it, exercise any of the rights or remedies set forth in the clause of the Form of Contract entitled "Rights and Remedies of Authority". In addition, bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a bidder, and that in each instance PATH will evaluate the reasons therefor provided by the bidder.

Under certain circumstances the bidder may be required as a condition of this contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority. Said Monitor shall be charged with, among other things, auditing the actions of the bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

As used in this clause, the following terms shall mean:

Affiliate - An entity in which the parent of the bidder owns more than fifty percent of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent of the bidder also owns more than fifty percent of the voting stock.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, quasi-public agencies, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Employer Identification Number - The tax identification number assigned to firms by the Federal government for tax purposes.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting or investigative agency, including an inspector general of a governmental agency or public authority, and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, state, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the bidder.

Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not-for-profit organization that is sharing space with the submitting business.

Staff Sharing - Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to the bidder and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more other business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individual is providing services to the bidder or if such services are provided on an alternating or interchangeable basis between the bidder and the other business(es) or not-for-profit organization(s). "The services of an employee" should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: telephone answering, receptionist, delivery, custodial, and driving.

Equipment Sharing - Equipment shall be considered to be shared whenever the bidder shares the ownership and/or the use of any equipment with any other business or not-for-profit organization. Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles, and construction equipment. Equipment shall not be considered to be shared under the following two circumstances: when, although the equipment is owned by another business or not-for-profit organization, the bidder has entered into a formal lease for the use of the equipment and exercises exclusive use of the equipment; or when the bidder owns equipment that it has formally leased to another business or not-for-profit organization, and for the duration of such lease the bidder has relinquished all right to the use of such leased equipment.

SECTION 13
EXPLANTORY
STATEMNT

PAL
ENVIRONMENTAL SERVICES

Port Authority of NY & NJ
One Madison Avenue, 7th Floor
New York, NY 10003

November 9, 2010

Re: PAL Environmental Services
Contract PAT-631
Section 13 Certification
Explanatory Statement

To Whom It May Concern:

The purpose of this letter is to provide details to the Port Authority of New York and New Jersey ("PA") as to why PAL cannot certify to the statements contained in the PA Contract PAT-631, Pages 16-18, Section 13 Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial, or Termination, ETC; Disclosure of Other Required Information.

Please be advised that neither PAL nor its principal, Salvatore J. DiLorenzo, has ever been indicted or convicted in any jurisdiction, no contract awarded to PAL by any governmental agency has ever been terminated, nor has the firm or its principals ever been debarred or disqualified from entering into contracts with any governmental agency. However, for a brief period, PAL and Salvatore J. DiLorenzo were among the subjects of an investigation conducted by the US Department of Justice, US Federal Bureau of Investigation, the Criminal Investigation Division of the US Environmental Protection Agency and the NYC Department of Investigation, which investigation has since been favorably concluded with no charges filed against the firm or its principal.

On January 15, 2009, counsel for PAL was notified by the US Attorney's Office that it had concluded its investigation and that no charges against the company or its principal would be brought. All documentation requested by and delivered to the US Attorney's office relating to this investigation was returned to PAL on February 6, 2009. A copy of a letter from the US Department of Justice regarding the conclusion of this investigation is attached for your review.

On September 16, 2008, while the above referenced investigation was still pending, PAL was notified by the NYC School Construction Authority ("SCA") that the company was suspended from providing contracting services to that agency until favorable resolution of the investigation. Based on information provided by PAL documenting the conclusion of the investigation, the SCA rescinded the suspension on February 10, 2009 thereby re-instating PAL as an eligible firm. A copy of the SCA suspension rescind letter is attached for your review.

In a meeting with MTA Bridges and Tunnels (MTA B&T) on December 12, 2008, PAL voluntarily agreed to refrain from bidding, proposing and contracting on MTA B&T projects. The meeting was held to discuss the failure of PAL to notify MTA B&T of the above mentioned investigation in a timely manner as required by a contract that PAL holds with MTA B&T (Contract No. 05-HS-2729D). At the meeting, PAL committed to improving our compliance data collection, tracking and reporting procedures. In 2009, subsequent to the conclusion of the

1102 Queens Plaza South, Long Island City, NY, 11101-4908
P: 718.349.0900 F: 718.349.2800 www.palcorp.com

investigation and with the new compliance procedures in place, PAL resumed bidding, proposing and contracting on MTA B&T projects. On March 25, 2009 MTA B&T amended Contract No. 05-HS-2729D to extend the period of performance.

On January 6, 2009 PAL received notice from a prime contractor, Railroad Construction Company, that MTA Capital Construction ("MTA CC") had determined that PAL was "non-responsible" and therefore ineligible to perform work on a subcontract for that agency due to "adverse information" in the Mayor's Office of Contract Services VENDEX System. The notice did not specify what information MTA CC found to be adverse. However, it appears that it was PAL's voluntary disclosure of the now concluded investigation to VENDEX that led to the MTA CC's determination. On January 30, 2009 PAL provided information to MTA via MTA New York City Transit ("NYCT") Vendor Relations regarding the conclusion of the DOJ investigation. On February 4, 2009, PAL received a letter from NYCT stating that the conclusion of the investigation has been noted in their records.

On May 22, 2009, PAL received notice from prime contractor Bovis Lend Lease that had awarded our firm a subcontract for the NYC School Construction Authority (SCA) that SCA had disapproved PAL pending a safety review. Due to this disapproval, PAL was not eligible to perform this subcontract. Please note that this disapproval was specific to this subcontract and was not an agency-wide disqualification. On July 20, 2009 PAL entered into a Safety & Environmental Compliance Agreement with SCA thereby resolving the issue that resulted in the May 22nd subcontract disapproval.

On December 23, 2009 PAL received notice from a tier 2 subcontractor Neelam Construction that was contemplating awarding our firm a tier 3 subcontract for the NYC Housing Authority (NYCHA) at Harlem Houses that NYCHA had disapproved PAL due to, "sufficient information that would preclude contract award." Please note that the specific information that NYCHA determined was sufficient to preclude award was not officially made known to PAL. Due to this finding, PAL was ineligible to perform this subcontract. As a subcontractor PAL was not allowed an appeal of this matter.

PAL submitted a Subcontractor Approval Form (SAF) dated January 26, 2010 to NYC School Construction Authority (SCA) in order to request approval from that agency to perform asbestos abatement work as a subcontractor to Innovative Construction at Campus Magnet High School in Queens. On February 9, 2010 PAL received notice from SCA that it had disapproved our company for this subcontract pending review. SCA has since completed its review of PAL that was related to this subcontract disapproval. After the SCA review, PAL remains eligible to bid and receive awards as a prime and as a subcontractor on SCA projects. PAL was informed of the completion of this review on May 14, 2010 through our counsel.

Please be advised that PAL does share office space, staff and/or equipment with other business entities. Attached to this letter is a list of PAL affiliates and details regarding sharing of these items between them.

In closing, PAL wishes to inform PA of the following in the interests of full disclosure:

In 2007 and 2008 PAL was informed by prime contractors by whom we were either awarded subcontracts or were low bidder for subcontracts that the primes held with NYC governmental agencies that the primes would not be allowed to award to PAL. As no formal notice, suspension or disqualification was issued for these projects, we believe that the details of these matters are not required by the PA certification as there are no official determinations as to why PAL was not awarded these subcontracts. However, we do want to make the PA aware of these matters. If the PA would like further information on these matters, please contact our office and we will provide all relevant details directly.

Should you have any questions regarding the conclusion of the investigation, please contact PAL counsel Andrew M. Lawler, who can be reached at 212-832-3160.

Should you have any other questions or require further information or documentation regarding this explanatory statement, please contact the undersigned.

Sincerely,
PAL Environmental Services

Aric Domozick
Vice President of Business Operations

Contact Info: Office: 718.349.0900
Mobile: 917.807.0589
Fax: 718.349.2800
Email: adomozick@palcorp.com

US DOJ LETTER

U.S. Department of Justice

United States Attorney
Southern District of New York

The Silvio J. Mollo Building
One Saint Andrew's Plaza
New York, New York 10007

January 22, 2009

Andrew M. Lawler, Esq.
641 Lexington Avenue
New York, New York 10022

Re: PAL Environmental Safety Corp. and Salvatore J. DiLorenzo

Dear Mr. Lawler:

Please be advised that the Office of the United States Attorney for the Southern District of New York does not currently intend to propose an indictment of PAL Environmental Safety Corp. or Salvatore J. DiLorenzo to a grand jury. The Office's intentions are based on the facts and circumstances known to us now and are subject to change should additional facts and circumstances come to the Office's attention, and this letter does not preclude this Office or a grand jury from reinstituting the investigation, without notice to you or your client, should, in the opinion of the Office or grand jury, the circumstances so warrant.

Very truly yours,

LEV L. DASSIN
Acting United States Attorney

By: Anne C. Ryan
Anne C. Ryan
Senior Litigation Counsel
(212) 637-2213

NYC SCA LETTER

SCA
NYC School Construction Authority

Certified Mail/Return Receipt
7005 1820 0002 9827 6559

February 10, 2009

Mr. Salvatore J. DiLorenzo, President
P.A.L. Environmental Safety Corporation
11-02 Queens Plaza South
Long Island City, NY 11101

Re: Prequalification

Dear Mr. DiLorenzo:

Based on recent information received from the Office of The Inspector General (OIG), your firm, P.A.L. Environmental Safety Corporation's, suspension is hereby rescinded and its name will be removed from the School Construction Authority's list of disqualified and/or ineligible firms.

Moreover, the NYC Mayor's Office of Contracts will be advised of this latest action for appropriate notification to the Vendor Information Exchange (Vendex) System.

Sincerely,

Barbara J. Gavosto
Director, Prequalification Unit

cc: S. Greenberger, R. Holden, G. Toma, G. Tung, C. Yee, C. Collins, M. Eitingon, A. Senzer, C. Colombo, B. DiTata, J. Cowhey, P. Chirumbolo, C. Colombo, J. Bova, S. Petraglia, M. Glasgow-Bailey

Prequal File: P.A.L. Environmental Safety Corporation
By Fax/Return Receipt

PAL AFFILIATES

PAL ENVIRONMENTAL SERVICES
11-02 QUEENS PLAZA SOUTH
LONG ISLAND CITY, NY 11101
COMPANY OWNERSHIP/RELATIONSHIP CHART

COMPANIES AFFILIATED WITH PAL ENVIRONMENTAL SERVICES

#	Firm Name	Fed ID#	Address	Shareholders	Position	% Owned	From	To
1	PAL Environmental Safety Corp. d/b/a PAL Environmental Services	Ex. 1/4	11-02 Queens Plaza South Long Island City, NY 11101	Salvatore DiLorenzo	President	100%	05/12/93	Present
2	PAL Environmental Services Inc.		11-02 Queens Plaza South Long Island City, NY 11101	Salvatore DiLorenzo	President	100%	10/01/99	Present
3	SAJ Whittier Realty LLC		11-02 Queens Plaza South Long Island City, NY 11101	Salvatore DiLorenzo	Member	100%	03/28/02	Present
4	JAS Holding LLC		11-02 Queens Plaza South Long Island City, NY 11101	Salvatore DiLorenzo	Member	100%	11/06/02	Present
5	SAJ Dunbar LLC		299 Links Drive West Oceanside, NY 11572	Salvatore DiLorenzo	Member	100%	08/05/04	Present
6	Better Environmental Spray Technologies Fireproofing Corp. d.b.a. BEST Fireproofing		11-02 Queens Plaza South Long Island City, NY 11101	Salvatore DiLorenzo Frank Tartamella	Treasurer President	50% 50%	06/06/97	Present
7	Better Environmental Services Technologies d/b/a BEST Fireproofing		11-02 Queens Plaza South Long Island City, NY 11101	Salvatore DiLorenzo	President	100%	06/05/09	Present

Notes:
Common Ownership: 1, 2, 3, 4, 5, 6 & 7.
Companies 3, 4 & 5 are real estate holding companies.
Frank Tartamella is retired.
Share General Liability Insurance: 1, 2, 3, 5, 6 & 7.
Share Workers Compensation Insurance: 1 & 2.
Better Environmental Spray Technologies Fireproofing Corp. (Fed ID# Ex. 1/4 is currently inactive.
Better Environmental Spray Technologies Fireproofing Corp. (Fed ID# is in the process of being dissolved.

PHONE: 718-349-0900

FAX: 718-349-2800

PAL ENVIRONMENTAL SERVICES
11-02 QUEENS PLAZA SOUTH
LONG ISLAND CITY, NY 11101
COMPANY OWNERSHIP/RELATIONSHIP CHART

COMPANIES SHARING OFFICE SPACE, BUSINESS ADDRESS, WAREHOUSE AND/OR STAFF WITH PAL ENVIRONMENTAL SERVICES

#	Firm Name	Fed ID#	Address	Shareholders	Position	% Owned
1	PAL Environmental Services Inc.	Ex. 1/4	11-02 Queens Plaza South Long Island City, NY 11101	Salvatore DiLorenzo	President	100%
2	SAJ Whittier Realty LLC		11-02 Queens Plaza South Long Island City, NY 11101	Salvatore DiLorenzo	Member	100%
3	JAS Holding LLC		11-02 Queens Plaza South Long Island City, NY 11101	Salvatore DiLorenzo	Member	100%
4	SAJ Dunbar LLC		299 Links Drive West Oceanside, NY 11572	Salvatore DiLorenzo	Member	100%
5	Better Environmental Spray Technologies Fireproofing Corp. d.b.a. BEST Fireproofing		11-02 Queens Plaza South Long Island City, NY 11101	Salvatore DiLorenzo Frank Tartamella* *Retired	Treasurer President	50% 50%
6	Better Environmental Services Technologies d/b/a BEST Fireproofing		11-02 Queens Plaza South Long Island City, NY 11101	Salvatore DiLorenzo	President	100%
7	Jams Environmental Services Corp.		11-02 Queens Plaza South Long Island City, NY 11101	Mary Pellerito	President	100%
8	Sherry Hill Painting LLC		29 Sherry Hill Lane Manhasset, NY 11030	Frank Mancini	Member	100%

Notes:
Shared Office Space: 1, 2, 3, 5, 6, 7, 8.
Shared Business Address: 1, 2, 3, 5, 6, 7.
Shared Warehouse: 1, 5, 6.
Shared Staff With Applicant: 1, 2, 3, 4, 5, 6.
Shared Equipment: 1, 5, 6.
Companies 2, 3 & 4 are real estate holding companies.
Company 7 (JAMS Environmental Services, is not currently active.
Company 5 (Better Environmental Spray Technologies Fireproofing Corp., Fed ID# Ex. 1/4 is not currently active.
Company 5 (Better Environmental Spray Technologies Fireproofing Corp., Fed ID# is in the process of being dissolved.

PHONE: 718-349-0900 FAX: 718 2800

14. NON-COLLUSIVE BIDDING AND CODE OF ETHICS CERTIFICATION; CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT FEE OR OTHER FEE

By bidding on this Contract, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that: (a) the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (b) the prices quoted in its bid have not been and will not be knowingly disclosed, directly or indirectly, by the bidder prior to the official opening of such bid to any other bidder or to any competitor; (c) no attempt has been made and none will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; (d) this organization has not made any offers or agreements, or given or agreed to give anything of value (see definition of "anything of value" appearing in the clause of the Form of Contract entitled "No Gifts, Gratuities, Offers of Employment, etc.") or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Questions by Bidders"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code; (e) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by the bidder for the purpose of securing business, has been employed or retained by the bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency; (f) the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

The foregoing certification as to "(a)", "(b)", "(c)", "(d)", "(e)" and "(f)" shall be deemed to have been made by the bidder as follows: if the bidder is a corporation, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each parent, affiliate, director and officer of the bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the bidder with an ownership interest in excess of 10%; if the bidder is a partnership, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each partner. Moreover, the foregoing certification, if made by a corporate bidder, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the bidder is uncertain as to whether it can make the foregoing certification, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the bidder may be able to make the foregoing certification at the time the bid is submitted, the bidder shall immediately notify PATH in writing during the period of irrevocability of bids on this Contract or any extension of such period, of any change of circumstances which might under this clause make it unable to make the foregoing certification or required disclosure. The foregoing certification or signed statement shall be deemed to have been made by the bidder with full knowledge that it would become a part of the records of PATH and that PATH will rely on its truth and accuracy in awarding this Contract. In the event that PATH should determine at any time prior or subsequent to the award of this Contract that the bidder has falsely certified as to any material item in the foregoing certification or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certification required to be disclosed, PATH may determine that the bidder is not a responsible bidder with respect to its bid on this Contract or with respect to future bids on Authority contracts and may, in addition to exercising any other rights or remedies it may have, exercise any of the rights or remedies set forth in the clause of the Form of Contract entitled "Rights and Remedies of the Authority".

In addition, bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a bidder, and that in each instance PATH will evaluate the reasons therefor provided by the bidder.

Under certain circumstances the bidder may be required as a condition of this contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority. Said Monitor shall be charged with, among other things, auditing the actions of the bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

15. BIDDER ELIGIBILITY FOR AWARD OF CONTRACTS - DETERMINATIONS BY AN AGENCY OF THE STATE OF NEW YORK OR NEW JERSEY CONCERNING ELIGIBILITY TO RECEIVE PUBLIC CONTRACTS

Bidders are advised that PATH has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded the contract on which it has bid because (i) the state agency determination relied upon does not apply to the bidder, or (ii) the state agency determination relied upon was made without affording the bidder the notice and hearing to which the bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or a violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

PROPOSAL

To The Port Authority Trans Hudson Corporation:

The undersigned[3]
PAL Environmental Safety Corp. d/b/a PAL Environmental Services a corporation organized under the laws of the State of Delaware

(hereinafter called "the Contractor") hereby offers to perform all the obligations and to assume all the duties and liabilities of the Contractor provided for in the annexed Contract, at a compensation computed in accordance with the clause of the Form of Contract entitled "Contractor's Compensation".

This offer shall be irrevocable for sixty (60) days after the date on which The Port Authority Trans Hudson Corporation opens this Proposal.

To induce the acceptance of this Proposal, the undersigned hereby makes each and every certification, statement, assurance, representation and warranty made by the Contractor in said Contract. Moreover as a condition to receipt and consideration by PATH of the Proposal whether or not it is accepted, the undersigned agrees that all information of any nature whatsoever, regardless of the form of the communication, received from the undersigned (including its officers, agents, or employees) by PATH, its Directors, officers, agents or employees, and notwithstanding any statement therein to the contrary, has not been given in confidence and may be used or disclosed by or on behalf of PATH without liability of any kind except as may arise under letters patent of the undersigned, if any.

---

[3] Insert bidder's name at the top of the page. After the bidder's name, insert one of the following phrases:

If a corporation, give state of incorporation, using the phrase, "a corporation organized under the laws of the State of ."

If a partnership, give full names of partners, using also the phrase, "co-partners doing business under the firm name of ."

If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of ."

If a joint venture, give the information required above for each participant in the joint venture.

Unless expressly stated otherwise, the Information for Bidders, all papers required by it and submitted in connection herewith at any time, said Form of Contract, and all papers made part of the Contract by the terms of the Form of Contract are made part of this Proposal.

The undersigned hereby designates the following as the bidders office[4]: 11-02 Queens Plaza South Long Island City, NY 11101

The telephone number of the bidder is: 718-349-0900

The fax number of the bidder is: 718-349-2800

The E-Mail address of the bidder is: adomozick@palcorp.com

[4] Insert office address.

SIGNATURE AND CERTIFICATE OF AUTHORITY[5]

Dated, November 9, 2010

(Signature of individual or name of corporation or partnership) PAL Environmental Safety Corp. d/b/a PAL Environmental Services

(Signature of agent, partner or corporate officer) By[6 7] Salvatore D. Forenzo

(Acknowledgment of signature to be taken on proper form on following page(s)) President / Secretary

CERTIFICATE OF AUTHORITY, IF BIDDER IS A CORPORATION

I, the undersigned, as Secretary of the corporation submitting the foregoing Proposal, hereby certify that under and pursuant to the by-laws and resolutions of said corporation, each officer who has signed said Proposal on behalf of the corporation is fully and completely authorized so to do.

(Corporate Seal) Salvatore D. Forenzo

---

5 If bidder is a joint venture, insert signatures as appropriate for one participant of the joint venture on this page and attach and complete an additional signature sheet in the same form as appears on this page for each other participant as required.

6 If Proposal is signed by an officer or agent, give title.

7 NOTE: The foregoing signature shall be deemed to have been provided with full knowledge that the foregoing Proposal, the accompanying Contract booklet, as well as any certification, statement, assurance, representation, warranty, schedule or other document submitted by the bidder with the Proposal will become a part of the records of the Authority and that the Authority will rely in awarding the Contract on the truth and accuracy of such Proposal and each such certification, statement, assurance, representation, warranty and schedule made therein by the Contractor. Knowingly submitting a false statement in connection with any of the foregoing may be the basis for prosecution for offering a false instrument for filing (see, e.g., N.Y. Penal Law, Section 175.30 et seq.).

ACKNOWLEDGMENT[8]

ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION

State of New York

SS:

County of Queens

On this 9th day of November, 2019 before me personally came and appeared Salvature J. DiLorenzo, to me known, who, being by me duly sworn, did depose and say that he resides at Ex. 1, that he is the President of PAL Environmental Services, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

(Notary Seal)

(Notary Signature)

CLARA P. VERNON
Notary Public, State of New York
No. 01VE6078009
Qualified in Queens County
Commission Expires May 27, 2014

ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 20 , before me personally came and appeared _____, to me known and known to me to be one of the members of the firm of _____, described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Notary Seal)

(Notary Signature)

ACKNOWLEDGMENT OF BIDDER, IF AN INDIVIDUAL

State of _____

SS:

County of _____

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

(Notary Seal)

(Notary Signature)

---

8 If bidder is a joint venture, insert signature as appropriate for one participant of the joint venture on this page and attach and complete an additional Acknowledgment sheet in the same form as appears on this page for each other participant as required

STATEMENT ACCOMPANYING PROPOSAL[9]

Names and Residences of Officers, If Bidder is a Corporation

Name	Title	Residence[10]
*Salvatore DiLorenzo	President/Secretary	

Exemption (1)

* Only Corporate Officer of PAL

Names and Residences of Partners, If Bidder is a Partnership

Name	General or Limited Partner	Residence[11]

Bidder's Residence, If an Individual[12]

---

9 If bidder is a joint venture, insert signature as appropriate for one participant of the joint venture on this page and attach and complete an additional Statement Accompanying Proposal sheet in the same form as appears on this page for each other participant as required.

10 Give Street and Number of Residence. Do not give business address.

11 Give Street and Number of Residence. Do not give business address.

12 Give Street and Number of Residence. Do not give business address.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned[13] PAL Environmental Safety Corp., a corporation organized under the laws of the State of Delaware

as principal(s); and[14] Fidelity & Deposit Company of Maryland

as surety are hereby held and firmly bound unto The Port Authority Trans Hudson Corporation (herein called "PATH") in the penal sum of One Hundred Thousand Dollars ($100,000), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 8th day of November, 2010

The condition of the above obligation is such that whereas the above named principal(s) has submitted to PATH a certain Proposal, bound herewith and hereby made a part hereof, to perform the obligations of the Contractor under a contract in writing, known as Contract PAT-631, "New York and New Jersey Facilities -Asbestos and Lead Abatement via Work Order", now therefore:

A. If said Proposal shall not be accepted, or

B. If said Proposal shall be accepted and PATH does not require the principal(s) to furnish a Performance and Payment Bond, or

C. If said Proposal shall be accepted and PATH requires the principal(s) to furnish a Performance and Payment Bond and either the principal(s) furnishes a Performance and Payment Bond satisfactory to PATH in accordance with the requirements of said Proposal or PATH does not terminate the Contract as provided therein on account of the failure to furnish such a bond,

Then, this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

2010 NOV -9 PM 3:14
PROCUREMENT

---

13 Insert bidder's name. If a corporation, give the state of incorporation using the phrase "a corporation organized under the laws of the ".

If a partnership, give full names of partners, using also the phrase, "co-partners doing business under the firm name of ".

If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of ".

If a joint venture, give the information required above for each participant in the joint venture.

14 Insert name of surety.

The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extensions of the times within which PATH may receive or accept such Proposal or within which the principal(s) may furnish a Performance and Payment Bond or by any waiver by PATH of any of the requirements of said Proposal; and said surety does hereby waive notice of any such extensions or waivers.

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

PAL Environmental Safety Corp.

Principal [15]

(Seal)

By[16] Salvatore J. D. Lorenzo

Fidelity & Deposit Company of Maryland

Surety

(Seal)

By[17] Patrick G. Weir

Patrick G. Weir, Attorney-In-Fact

PROCUREMENT
2010 NOV -9 PM 3:14

15 If bidder is a joint venture, insert signature and information required as appropriate for one participant of the joint venture on this page and attach and complete an additional sheet in the same form as appears on this page for each other participant as required.

16 If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

17 If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK

COUNTY OF PUTNAM

On November 8, 2010, before me personally came Patrick G. Weir to me known, who, being by me duly sworn, did depose and say that he resides in Orangeburg, NY that he is the Attorney in Fact of Fidelity and Deposit Company of Maryland, and that he signed his name thereto by order of the Board of Directors of said corporation.

Dina L. Bonifacio
Notary Public

DINA L. BONIFACIO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01BO6126132
QUALIFIED IN PUTNAM COUNTY
COMMISSION EXPIRES APRIL 25, 2013

PROCUREMENT
2010 NOV -9 PM 3:14

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Patrick G. WEIR, Dee DEGRUSHE and Nancy RENDA, all of Harrison, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Patrick G. WEIR, Dee DEGRUSHE, dated June 19, 2008.

FOR YOUR PROTECTION LOOK FOR THE ZURICH WATERMARK

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of October, A.D. 2008.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

By:

Gregory E. Murray Assistant Secretary *William J. Mills* *Vice President*

State of Maryland }
City of Baltimore } ss:

On this 16th day of October, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn *Notary Public*
My Commission Expires: July 14, 2011

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

3910 KESWICK ROAD, BALTIMORE, MD 21211-2226

Statement of Financial Condition
As Of December 31, 2009

ASSETS

Bonds	$ 156,584,995
Stocks	22,537,672
Cash and Short Term Investments	9,719,598
Reinsurance Recoverable	9,347,241
Other Accounts Receivable	51,052,264
TOTAL ADMITTED ASSETS	$ 249,241,769

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses		$ 76,835
Ceded Reinsurance Premiums Payable		58,237,612
Securities Lending Collateral Liability		5,511,875
TOTAL LIABILITIES		$ 63,826,322
Capital Stock, Paid Up	$ 5,000,000	
Surplus	180,415,448	
Surplus as regards Policyholders		185,415,447
TOTAL		$ 249,241,769

Securities carried at $38,385,957 in the above statement are deposited as required by law

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2009 market quotations for all bonds and stocks owned, the Company's total admitted assets would be $247,657,513 and surplus as regards policyholders $186,999,703

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2009.

Corporate Secretary

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public in the State of Illinois, in the City of Schaumburg, this 15th day of March, 2010

Notary Public

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
MARLO G SARABYN
MY COMMISSION EXPIRES NOVEMBER 25 2011

ACKNOWLEDGMENT[18]

ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION

State of New York

SS:

County of Queens

On this 8th day of November, 2010, before me personally came and appeared Salvatore J. DiLorenzo, to me known, who, being by me duly sworn, did depose and say that he resides at Exemption (1), that he is the President of PAL Environmental Services, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

(Notary Seal)

(Notary Signature)

OLIVIA P. VERNON
Notary Public, State of New York
No. 01VE6078009
Qualified in Queens County
Commission Expires May 27, 2014

ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 20 , before me personally came and appeared _____, to me known and known to me to be one of the members of the firm of _____, described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Notary Seal)

(Notary Signature)

ACKNOWLEDGMENT OF BIDDER, IF AN INDIVIDUAL

State of _____

SS:

County of _____

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

(Notary Seal)

(Notary Signature)

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

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18 If bidder is a joint venture, insert signature as appropriate for one participant of the joint venture on this page and attach and complete an additional Acknowledgment sheet in the same form as appears on this page for each other participant as required.

FORM OF CONTRACT

CHAPTER I

GENERAL PROVISIONS

16. DEFINITIONS

To avoid undue repetition, the following terms whenever they occur in this Form of Contract or any of the other papers forming a part of the Contract shall be construed as follows:

"Contract" shall mean, in addition to this Form of Contract, the Information for Bidders, the Proposal, PATH's acceptance, the Specifications and the Contract Drawings (including written addenda issued over the name of the Chief Engineer), all of which are made part hereof as though herein set forth in full. The Contract as so defined shall constitute the complete and exclusive statement of the terms of the agreement between the parties and the Contract may not be explained or supplemented by course of dealing, usage of trade or course of performance.

The term "days" or "calendar days" in reference to a period of time shall mean consecutive calendar days, Saturdays, Sundays and holidays, included.

The term "construction site" or words of similar import shall mean various locations at PATH Facilities in the states of New York and New Jersey.

"Work" shall mean all structures, equipment, plant, labor, materials (including materials and equipment, if any, furnished by PATH) and other facilities and all other things necessary or proper for or incidental to performing cleanup, removal and disposal away from Authority property of (1) asbestos, asbestos-containing and asbestos-contaminated materials (2) lead, lead-containing and lead-contaminated materials; removal of mold and bird droppings incidental to removals in (1) and (2) above; and replacement of removed materials with approved asbestos-free and lead-free materials at PATH facilities in the States of New York and New Jersey, all as directed by the Engineer and in accordance with Work Order(s) issued by the Engineer; and "performance of Work" and words of similar import shall mean the furnishing of such facilities and the doing of such things.

"Equipment" and "plant" shall include construction equipment and plant rented as agent for the Authority.

"Contractor's Fee" shall mean the amount computed from the percentage applied to the Net Cost of the Work as computed by the Engineer in accordance with the Form of Contract clause entitled "Contractor's Compensation".

"Net Cost" shall mean the amount(s) computed by the Engineer in accordance with the provisions of the Form of Contract clause entitled "Net Cost".

"Work Order" shall mean the document issued by the Engineer with provisions as described herein in the clause of the Form of Contract entitled "Work Orders".

"Notification" shall mean a telephone call followed by a telecommunication facsimile from the Authority to the number(s) designated by the Contractor or to such other number(s) as he may subsequently designate pursuant to the terms of this Contract and shall include, but not be limited to, the Work Order, the location of the Authority contact person, and a general description of the Work to be performed; and omissions from such general description shall not alter or reduce a requirement for Work otherwise stipulated elsewhere herein or in the Work Order.

"Specifications" shall mean Division 1 of the Specifications included as part of this Contract Booklet and specifications, if any, annexed to the Work Order(s) issued by the Engineer which shall be complied with by the Contractor for all the Work performed under this Contract when so annexed.

"Contract Drawings" shall mean the Contract Drawings designated in the clause of the Specifications entitled "Contract Drawings", if any, and shall include any future alterations and revisions of said drawings and any additional drawings issued by the Engineer.

"Shop Drawings" shall mean all drawings, diagrams, illustrations, schedules, including supporting data, which are specifically prepared for this Contract and submitted by the Contractor pursuant to the requirements of the Specifications or the Engineer to illustrate some portion of the Work. The terms "shop drawings", "placing drawings" and "working drawings" are used interchangeably in this Contract.

"Catalog Cuts" shall mean all standard drawings, diagrams, illustrations, brochures, schedules, performance charts and instructions submitted by the Contractor pursuant to the requirements of the Specifications or the Engineer to illustrate some portion of the Work.

"Director of Procurement" shall mean the Director of Procurement of the Authority for the time being, or her successor in duties, acting either personally or through her duly authorized representatives acting within the scope of the particular authority vested in them.

"Chief Engineer" shall mean the Chief Engineer of the Authority for the time being, or his successor in duties, acting personally.

"Engineer" shall mean the Chief Engineer, acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them.

"Deputy Director of Construction" shall mean the Deputy Director of Construction of the Authority for the time being, or his successor in duties, acting personally.

"Engineer of Construction" shall mean the designated Engineer of Construction for the facility at which the Work is being performed or his successor in duties, acting personally.

"Inspector" shall mean any representative of the Engineer designated by him as Inspector and acting within the scope of the particular authority vested in him.

The term "permanent construction" shall include all construction, installation, structures, equipment and materials (including materials and equipment, if any, furnished by PATH) to be constructed, installed or left by the Contractor at or about the construction site (or elsewhere in the possession of PATH) after the completion of the Work (whether or not they are yet delivered or installed), even though they are subsequently to be removed by others. The terms, "permanent installation", "permanent structure", "permanent materials", and words of similar import shall have the same meaning as the term "permanent construction".

"Subcontractor" shall mean anyone who performs Work (other than or in addition to the furnishing of materials, plant or equipment) at or about the construction site, directly or indirectly for or in behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services or who performs Work which consists only of the operation of construction equipment of which he is the lessor.

"Materialman" shall mean anyone who furnishes materials, plant or equipment to the Contractor or any subcontractor for use at or about the construction site in the performance of Work.

"Materialman" or "subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent or the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor himself.

"Workingman" or "workman" shall mean any employee of the Contractor or of a subcontractor who performs personal labor or personal services at the construction site.

"Notice" shall mean a written notice.

Whenever they refer to the Work or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed" and words of similar import shall mean directed, required permitted, ordered, designated or prescribed by the Engineer; and "approved", "acceptable", "satisfactory" and words of similar import shall mean approved by or acceptable or satisfactory to the Engineer; and "necessary", "reasonable", "proper", "correct" and words of similar import shall mean necessary, reasonable, proper or correct in the judgment of the Engineer.

Whenever "including", "such as" or words of similar import are used, the specific things thereafter enumerated shall not limit the generality of the things preceding such words.

"Authority" or "Port Authority" shall mean The Port Authority of New York and New Jersey which is acting as agent for PATH for the purposes of this Contract.

17. GENERAL AGREEMENT

The Contractor agrees to perform cleanup, removal and disposal away from Authority property of (1) asbestos, asbestos-containing and asbestos-contaminated materials (2) lead, lead-containing and lead-contaminated materials; removal of mold and bird droppings incidental to removals in (1) and (2) above; and replacement of removed materials with approved asbestos-free and lead-free materials at PATH facilities in the States of New York and New Jersey as directed by the Engineer and in accordance with Work Order(s) issued by the Engineer; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract. The furnishing of equipment and plant, however, shall be subject to the provisions of the clause hereof entitled "Agency for Rental of Construction Equipment".

Subject to the clause hereof entitled "Withholding of Payments" PATH agrees to pay the Contractor and the Contractor agrees to accept from the Authority in full consideration for the performance by the Contractor of his duties and obligations under this Contract and the whole thereof, the compensation provided for in the Form of Contract clauses contained in Chapter II entitled "Compensation and Payments".

This Contract is one entire Contract for the accomplishment of the results and the doing of the things specified in this numbered clause and is not separable. Similarly, the Contractor's compensation is one entire compensation for entire performance on his part.

The Contractor represents that he possesses the home office communication facilities and employee assignments or office services necessary for Notification, specialized skill and extensive experience in the purchase of materials and rental of tools, construction aids and equipment which skill and experience he will use to execute all purchases and rentals, as aforesaid, so as to achieve the lowest possible price for such material, tools, construction aids and equipment and substantial savings to the Authority in time and money, and PATH in executing this Agreement has relied upon such representations.

The Contractor shall be deemed to occupy a position of trust and confidence with respect to PATH and to have the obligation of protecting PATH's interests in all dealings related to performance of the Contractor's services and of keeping PATH's obligations and expenses to a minimum consistent with satisfactory performance of his Agreement. The Contractor shall not directly or indirectly either solicit or receive, and shall insure that no subsidiary or affiliate of the Contractor or any Director, officer or employee of any of the foregoing shall directly or indirectly either solicit or receive, anything of value from any person in connection with the Work whether or not actually given or to be given in consideration for any act or forbearance to act by the Contractor.

The Contractor shall make prompt and full disclosure in writing to the Engineer of any interest which the Contractor may have, or which any subsidiary or affiliate of the Contractor or any Director, officer or employee, at or above the equivalent rank of foreman, or any of the foregoing may have, direct or indirect and present or potential, in any contractor, materialman or other person performing any part of the Work and in any product, process, equipment, materials, system or other thing to be used in such Work. Inasmuch as PATH is a public agency dealing with the public funds and is retaining the Contractor in reliance on the Contractor's special experience, expert advice and skill in protecting PATH's interests, the Contractor shall be held to the highest degree of good faith in its dealing with PATH.

The enumeration in this Form of Contract and in the Specifications of particular things to be furnished or done at the Contractor's expense, or without cost or expense to PATH, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done; but the Contractor shall perform all Work as required without other compensation than that specifically provided, whatsoever changes may be made in the Contract Drawings and Specifications, if any, whatsoever Work may be required in addition to that required by the Work Order(s) issued by the Engineer, and whatsoever obstacles of unforeseen conditions may arise or be encountered.

18. WORK ORDERS

Work under this Contract shall be performed upon Notification, with confirmation by the Engineer in a Work Order. The Contractor shall do all things which the Engineer deems necessary or convenient for the Work, in such manner and sequence as the Engineer deems best, taking all precautions against injuries to persons, property or traffic, replacing at his own expense all Work unsatisfactory to the Engineer; all in strict accordance with all documents made part of the Work Order, including but not limited to, the Specifications, Contract Drawings, if any, and sketches or other drawings.

The Contractor shall provide at his home office, communication facilities and arrange employee assignments or provide office services so that he can receive and provide appropriate response to Notifications from the Engineer, twenty-four (24) hours a day, seven days a week, including Saturdays, Sundays and Holidays.

The parties hereto expressly agree that PATH cannot anticipate the number or type of Work Orders that may be issued by the Engineer under this Contract.

It is anticipated, but not guaranteed, that the Engineer will issue Work Orders which will require Work to be performed concurrently at multiple locations at the construction site.

Unless specifically directed otherwise in the Notification from the Engineer, the Contractor shall be available at the construction site with sufficient and appropriate labor, equipment and material to expeditiously perform the Work, in the sole judgment of the Engineer, within the time stipulated in each Work Order.

19. PATH ACCESS TO RECORDS

PATH shall have access during normal business hours to all records and documents of the Contractor relating to any amounts for which the Contractor has been compensated, or claims he should be compensated, by PATH by payment determined on any basis other than by payment of a lump sum or unit price amount agreed upon in writing by the Contractor and PATH; provided, however, such access shall extend to certified payroll records as described in the clause of the Form of Contract entitled "Prevailing Rate of Wage" regardless of the method by which the Contractor is compensated under this Contract. The Contractor shall obtain for PATH similar access to similar records and documents of subcontractors. Such access shall be given or obtained both before and within a period of three years after Final Payment to the Contractor; provided, however, that if within the aforesaid three year period PATH has notified the Contractor in writing of a pending claim by PATH under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of his subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of 6 years from the date of Final Payment with respect to the records and documents involved.

No provision in this Contract giving PATH a right of access to records and documents is intended to impair or affect any right of access to records and documents which PATH would have in the absence of such provision.

20. AGENCY FOR RENTAL OF CONSTRUCTION EQUIPMENT

With respect to the performance of Work in the State of New York:

A. General Provisions

The Contractor further agrees to act as the agent of PATH, subject to the provisions of this numbered clause relating to such agency for the rental of all construction equipment necessary or desirable for or incidental to the performance of the Contract (other than construction equipment owned and also used by the Contractor or owned and also used by any subcontractor) and, in the exercise of such agency, to assume all the obligations and duties imposed upon him by this Contract. The Contractor may authorize any subcontractor to act as his subagent for rental of such equipment for use by such subcontractor, subject to all the provisions of this Contract. "Construction equipment" as used in this numbered clause shall include plant.

PATH will pay the rental charges for said equipment directly to the lessors thereof, but the charges so paid shall be deducted from the compensation payable to the Contractor under the Contract; provided, however, that PATH will pay such charges, and the Contractor is authorized by PATH to act as such agent, to the extent only that the charges payable for such rental do not exceed the compensation payable to the Contractor under the Contract; and provided further that the Contractor performs all the obligations relating to said agency imposed upon him by this Contract.

PATH will provide the Contractor with a statement to be furnished by him and the subcontractors to such lessors which will identify this Contract as the one under which the Contractor is authorized to rent said equipment and which will identify the site to which delivery must be made. The Contractor shall arrange for delivery of said equipment directly to the construction site. Payment of the rental charges therefore shall be made by PATH on the basis of invoices made out to PATH in which is contained the place of delivery and on which the Contractor has certified by endorsement that such construction equipment is being or has been used in the performance of the Contract, said invoices to be submitted through the Contractor to PATH at the time said equipment is put into use at the construction site. In the event said invoices are not submitted promptly, at the time stated above, but are submitted at a time when, by reason of prior advances and payments to the Contractor or for his account, the amounts still payable to the Contractor in connection with the Contract are insufficient to pay said invoices, then PATH shall not be liable to the lessors for any amounts in excess of said amounts still payable to the Contractor which remain in the possession of PATH.

Notwithstanding the above agency arrangement, PATH shall not be liable to lessors of construction equipment for any amounts except rental charges based on time of use of such equipment, and the Contractor's agency is limited accordingly. All obligations incurred by the Contractor or subcontractors for any other expenses, including repairs and damages for breach of the rental agreement, shall be obligations incurred by the Contractor or subcontractors as principal not as agent of PATH. Moreover, as between PATH and the Contractor, the Contractor shall be responsible for all amounts due to lessors of construction equipment notwithstanding the above agency arrangement.

The Contractor shall indemnify PATH against any claim of any kind whatsoever made against PATH by a lessor of construction equipment and the Contractor assumes the risk of all claims against him by any lessor of construction equipment, including in both cases, claims in connection with a subcontractor.

The agency provided for under this numbered clause shall not relieve the Contractor of any of his duties and obligations elsewhere provided for under this Contract.

B. Option Not to Act as Agent

Notwithstanding the provisions of A above, the Contractor shall have the right to elect not to act as the agent of PATH for the rental of any particular item or items of said construction equipment, in which event, with regard to any such rentals by the Contractor as principal and not agent, the provisions of A of this numbered clause shall be inapplicable as well as those provisions of the clause of the Form of Contract entitled "Exemption From New York State and New York City Sales Taxes", which relate to rental of construction equipment.

21. EXEMPTION FROM NEW JERSEY STATE SALES TAXES

With respect to the performance of Work in the State of New Jersey, the attention of the Contractor is directed to the following provision of the New Jersey State Sales and Use Tax Act:

Receipts from sales made to contractors or repairmen of materials, supplies or services for exclusive use in erecting structures or building on, or otherwise improving, altering or repairing real property of:

> (a) organizations described in subsections (a) and (b) of section 9 of the "Sales and Use Tax Act," P.L. 1966, c.30 (C. 54:32B-9);
>
> *** are exempt from the tax imposed under the "Sales and Use Tax Act," provided any person seeking to qualify for the exemption shall do so pursuant to such rules and regulations and upon forms as shall be prescribed by the director. N.J.S.A. 54:32B-8:22.

PATH is an exempt organization of the type described in subsection (a) of section 9 of the act.

In view of the foregoing, the Contractor should not include in his price(s) any amounts for New Jersey State sales and use taxes on such materials, supplies and services. [19]

If (i) any claim is made against the Contractor by the State of New Jersey for such sales or compensating use taxes, or (ii) any claim is made against the Contractor by a materialman or a subcontractor on account of a claim against such materialman or subcontractor by the State of New Jersey for such sales or compensating use taxes, then the Authority will reimburse the Contractor in an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that:

A. the Contractor, or the Contractor and any such subcontractor, as the case may be, have complied with such rules and regulations as may have been promulgated relating to the claiming of the exemption from such taxes and have filed all the forms and certificates required by the applicable laws, rules and regulations in connection therewith; and

B. PATH is afforded the opportunity before any payment of tax is made, to contest said claim in the manner and to the extent that PATH may choose and to settle or satisfy said claim, and such attorney as PATH may designate is authorized to act for the purpose of contesting, settling and satisfying said claim; and

C. the Contractor, or the Contractor and any such subcontractor, as the case may be, give immediate notice to PATH of any such claim, cooperate with PATH and its designated attorney in contesting said claim and furnish promptly to PATH and said attorney all information and documents necessary or convenient for contesting said claim, said information and documents to be preserved for six years after the date of Final Payment or longer if such a claim is pending or threatened at the end of such six years.

If the Authority elects to contest any such claim, it will bear the expense of such contest.

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[19] Note regarding equipment rentals: The attention of the Contractor is directed to the fact that the New Jersey State Sales Tax Bureau has ruled that the "rental of equipment is taxable whether or not the job is performed for an exempt organization." Therefore in the case of equipment rentals, if any, the Contractor should include in his prices an amount for taxes thereon.

22. EXEMPTION FROM NEW YORK STATE AND NEW YORK CITY SALES TAXES

With respect to the performance of Work in the State of New York:

A. Materials Incorporated in Permanent Construction

The attention of the Contractor is directed to the following provision of the New York State and New York City Sales and Compensating Use Tax Act:

> "#1115. Exemptions from sales and use taxes. (a) Receipts from the following shall be exempt from the tax on retail sales imposed under subdivision (a) of section eleven hundred five and the compensating use tax imposed under section eleven hundred ten:
> (15) Tangible personal property sold to a contractor, subcontractor or repairman for use in erecting a structure or building of an organization described in subdivision (a) of section eleven hundred sixteen, or adding to, altering or improving real property, property or land of such an organization, as the terms real property, property or land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property."

PATH is an exempt organization of the type described in subdivision (a) of section eleven hundred sixteen.

In view of the foregoing, the Contractor should not include in his price(s) any amounts for New York State and New York City sales and compensating use taxes on such tangible personal property.

If (i) any claim is made against the Contractor by the State of New York or City of New York for such sales or compensating use taxes, or (ii) any claim is made against the Contractor by a materialman or a subcontractor on account of a claim against such materialman or subcontractor by the State of New York or City of New York for such sales or compensating use taxes, then PATH will reimburse the Contractor in an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that:

1.) the Contractor, or the Contractor and any such subcontractor, as the case may be, have complied with such rules and regulations as may have been promulgated relating to the claiming of the exemption from such taxes and have filed all the forms and certificates required by the applicable laws, rules and regulations in connection therewith;

2.) and PATH is afforded the opportunity before any payment of tax is made, to contest said claim in the manner and to the extent that PATH may choose and to settle or satisfy said claim and such attorney as PATH may designate is authorized to act for the purpose of contesting, settling and satisfying said claim; and

3.) the Contractor, or the Contractor and any such subcontractor, as the case may be, give immediate notice to PATH of any such claim, cooperate with PATH and its designated attorney in contesting said claim and furnish promptly to PATH and said attorney all information and documents necessary or convenient for contesting said claim, said information and documents to be preserved for six years after the date of Final Payment or longer if such a claim is pending or threatened at the end of such six years.

If PATH elects to contest any such claim, it will bear the expense of such contest.

B. Rental of Construction Equipment

The rental by the Contractor or subcontractor of construction equipment not owned by the Contractor or subcontractors for use in the performance of the Contract will also not be subject to New York State or New York City sales or compensating use taxes, provided that:

1.) the Contractor's and any subcontractor's use of construction equipment rented from others, and any agreement for such rental, is based upon the agency arrangement provided for in the clause hereof entitled "Agency for Rental of Construction Equipment" and the Contractor and subcontractors have performed all their obligations under said clause;

2.) delivery of said equipment is to the construction site;

3.) the Contractor or subcontractor has furnished to the lessor the statement from PATH identifying this Contract as the one under which the Contractor or subcontractor has been authorized to rent said equipment and identifying the construction site to which delivery must be made;

4.) the invoice for said equipment is made out to PATH and prescribes the place of delivery; and

5.) the amounts payable for rental of said equipment do not exceed the amount of compensation payable in connection with the Work.

In view of the above, the Contractor should not include in his price(s) any amounts for New York State and New York City sales and compensating use taxes on such rentals of equipment.

If (i) any claim is made against the Contractor by the State or City of New York for sales or compensating use taxes on such rental of construction equipment or (ii) any claim is made against the Contractor by a materialman, lessor or a subcontractor on account of a claim against such materialman, lessor or subcontractor by the State or City of New York for sales or compensating use taxes on rental of said equipment, then PATH will reimburse the Contractor in an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that the provisos listed above in this numbered clause as A.1 through A.3 and B.1 through B.5 are complied with.

If PATH elects to contest any such claim, it will bear the expense of such contest.

23. PERFORMANCE AND PAYMENT BOND

If PATH shall in its sole discretion so elect at the time of accepting the Contractor's Proposal, the Contractor shall furnish a bond for the faithful performance of all obligations imposed upon him by the Contract and also for the payment of all lawful claims of subcontractors, materialmen and workmen arising out of the performance of the Contract. Such bond shall be in the form bound herewith entitled, "Performance and Payment Bond", shall be in a penal sum stipulated in the form bound herewith, and such bond shall be signed by one or more sureties[20] satisfactory to PATH. The bond may be executed on a separate copy of such form not physically attached to this Contract booklet. In any case, both the form of bond bound herewith and any unattached executed copy thereof shall form a part of this Form of Contract as though herein set forth in full.

At any time after the opening of Proposals, PATH may give notice to one or more bidders to advise PATH as to the names of their proposed sureties. Within forty-eight hours thereafter each bidder so notified shall so advise PATH. The giving of such notice to a bidder shall not be construed as an acceptance of his Proposal, and omission to give such notice shall not be construed as an election by PATH not to require a bond.

If PATH elects to require the Contractor to furnish a bond, he shall deliver such bond to PATH within seven days after receipt by him of the acceptance of his Proposal, and the sureties thereon shall be as proposed by him, provided, that if PATH has theretofore given notice to him that his proposed sureties or any of them are not satisfactory, the bond shall be executed by other sureties satisfactory to PATH.

PATH shall give notice to the Contractor within ten (10) days after receipt of the Performance and Payment Bond as to whether or not such bond is satisfactory.

In the event of a default by the Contractor in his obligation to furnish a satisfactory bond within seven (7) days after he received an acceptance of his Proposal, such default shall entitle PATH in its discretion to terminate this Contract at any time within forty-five (45) days after the acceptance of the Proposal, without any liability on the part of PATH. Inasmuch as the damages to PATH resulting from a termination by it upon the failure of the Contractor to furnish a satisfactory bond will include items whose accurate amount will be difficult or impossible to compute, such damages shall be liquidated in the sum of the following amounts:

A. The excess, if any, of the Contractor's Fee in the Proposal finally accepted over that in the Proposal of the Contractor.

B. The expense of such new advertisement of the Contract, if any, as may be deemed necessary by PATH; and

C. The sum of $500 for each day after the receipt by the Contractor of the acceptance of his Proposal that the performance of the Contract is not commenced by reason of the failure of the Contractor to furnish the required bond.

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20 Sureties must be corporations (commonly known as "surety companies"), authorized to do business as sureties in the state(s) in which the construction site is located, whose names appear on the current list of the Treasury Department of the United States in effect at the time of submission of the Performance and Payment Bond to PATH as acceptable as sureties to the Treasury Department. In addition, the aggregate underwriting limitations on any one risk as set forth in the aforementioned list of the Treasury Department of the sureties shall equal or exceed the penal sum of the Performance and Payment Bond.

In the recovery of the damages above specified, PATH may proceed against the sum represented by the certified check deposited with it or against the Bid Bond and take such other action as it may deem best in the public interest.

If the Contractor furnishes a bond in accordance with the requirements of PATH under this numbered clause, PATH shall reimburse the Contractor for the net amount actually paid by him to the surety or sureties as the premium on such bond. The Contractor shall deliver to the Engineer receipts from the surety or sureties evidencing such payment and the amount thereof. Within fifteen days after receipt of such evidence satisfactory to the Engineer, PATH shall pay to the Contractor by check the amount provided in this numbered clause.

If at any time PATH shall be or become dissatisfied with any surety or sureties then upon any bond furnished in accordance with the requirements of PATH, or if for any other reason such bond shall cease to be adequate security to PATH, the Contractor shall, within five days after notice from PATH so to do, substitute a new bond in such form and sum and signed by such other sureties as may be necessary in the opinion of PATH to constitute adequate security.

CHAPTER II

COMPENSATION AND PAYMENTS

PROCUREMENT
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24. CONTRACTOR'S COMPENSATION

The Contractor's entire compensation under the Contract shall be sum of the following amounts:

A. An amount equal to the Net Cost of the Work, such amount to be computed by the Engineer in accordance with the clause hereof entitled "Net Cost".

B. An amount equal to Thirteen and No Hundredths Percent percent (13.00%)* of the Net Cost of the Work Order.

C. The following amounts:

1.) Amounts deemed reasonable by the Engineer for the preparation of working drawings and catalog cuts pursuant to the Section of Division 1 of the Specifications entitled "Shop Drawings, Catalog Cuts and Samples".

2.) Amounts deemed reasonable by the Engineer for the design of temporary structures pursuant to the Section of Division 1 of the Specifications entitled "Temporary Structures".

3.) An amount equal to the actual amount paid by the Contractor as the net increase in premiums (in excess of the premiums for insurance coverage normally carried by the Contractor) if any, to provide insurance in accordance with the clause hereof entitled "Insurance Procured by Contractor", except for Workers' Compensation Insurance and Employers' Liability Insurance, which shall be compensated in accordance with the clause entitled "Net Cost" below.

4.) An amount equal to the actual amount paid by the Contractor for hazardous waste generation reports and fee/taxes imposed by the State.

5.) Amounts other than those specified in this clause that are specifically provided for elsewhere in this Contract setting forth actual defined additions to or deductions from the Contractor's compensation provided hereinabove.

The Contractor's Fee provided in B. above shall cover the cost of all expenses other than those compensated as Net Cost and in C. above, whether the work is performed by the Contractor or subcontractor(s), and the Contract does not provide for a separate percentage addition to Net Cost in the event of Work performed by a subcontractor.

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* Insert the percentage in numbers and in writing, to two decimal places (e.g., Eight and No Hundredths Percent – 8.00%). In case of discrepancy between percentages quoted in writing and those quoted in figures, the writing shall control.

In the event the Engineer orders Work which the Contractor elects to have performed by a subcontractor, the Contractor's compensation shall be (a) the Net Cost of the Work, as provided in the clause entitled "Net Cost", plus (b) the Contractor's Fee in B. above, plus (c) the amounts provided for in C. above; and such amounts only, without any additional amounts or percentage increase.

25. NET COST

A. Net Cost shall be determined by the Engineer in accordance with the following provisions and shall include the following amounts as applicable:

1.) In the case of labor performed by the Contractor personally, or by a subcontractor approved by PATH as required by the clause herein entitled "Approvals of Subcontracts, Purchases, Rentals and Sales" which is necessary for performance of Work required hereunder, an amount equal to the actual cost in money of the labor required for the Work.

a. As used in this numbered clause "labor" means on site labor necessarily performed at the construction site by the superintendent, foremen, surveyors, laborers, mechanics, timekeepers, and other employees directly employed at the construction site[21] by the Contractor or an approved subcontractor, and "cost of labor" means the wages actually paid and received by such employees engaged in operations under this Contract plus a proper proportion of (i) premiums actually paid by the employer for Workers' Compensation Insurance and Employers' Liability Insurance upon the basis of such wages, (ii) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligations upon the basis of such wages, (iii) vacation allowances which the employer actually pays to salaried employees (the employees to be included under this subsection ((iii)) being subjected to the approval of the Engineer), and (iv) taxes actually paid by the employer pursuant to law upon the basis of such wages.

b. No inclusion in Net Cost shall be made for any salaried employee whose salary and whose employment on the job has not been approved in advance by the Engineer in writing. No inclusion in Net Cost shall be made for any wage in excess of prevailing wage rates in the state in which the work is being performed without prior written approval of the Engineer. In addition to the foregoing, no inclusion in Net Cost shall be made for overtime (other than the straight time wages) unless approved in advance by the Engineer in writing; or for preparation of working drawings, catalog cuts or the design of temporary structures, if any.

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[21] In the case of labor performed partially at the construction site and partially away from such site, the Engineer shall determine which portion of such labor is classifiable as "labor" as that term is used in this numbered clause.

2.) In the case of permanent, temporary or consumable materials necessary for performance of Work required hereunder, an amount equal to the actual amounts paid by the Contractor or a subcontractor approved by PATH as required by the clause herein entitled "Approvals of Subcontracts, Purchases, Rentals and Sales" for such material (less salvage value of temporary materials and any purchased tools and purchased equipment as provided in the immediately following sentence; such salvage value shall be as determined by the Engineer at the conclusion of the Work performed under a Work Order) plus the reasonable cost of inspection, testing, transportation, storage and handling of such materials all in strict conformity with purchase orders approved in writing by the Engineer. As used herein, materials shall include temporary materials (including temporary utility services), consumable items (including temporary sanitary facilities), tools (excluding non-powered hand tools) and equipment purchased if directed by the Engineer where the Engineer has determined that the Contractor will not be compensated for the use of such tools and equipment under subparagraph 5 below.

3.) If the Contractor is the manufacturer or producer of materials necessary for the performance of the Work Order, the reasonable cost to the Contractor of the manufacture, production, inspection, testing, transportation, storage and handling of such materials, provided said materials are manufactured or produced after the written approval of the Engineer is obtained.

4.) The net amounts actually paid by the Contractor or a subcontractor for items of expense approved in advance by the Engineer for field office expenses, including the actual cost in money of furnishing and maintaining any field office, trailer, utilities and sanitary facilities for trailers and engineering supplies.

5.) For rental of equipment (excluding non-powered hand tools) or construction aids (such as scaffolds, ladders, stairs, ramps, runways, platforms, railing, chutes and other such facilities) whether owned or not owned by the Contractor or a subcontractor an amount computed pursuant to the clause herein entitled "Computation of Rental for Construction Equipment", for equipment actually and necessarily used by the Contractor or a subcontractor, approved by PATH as required by the clause hereof entitled "Approvals of Subcontracts, Purchases, Rentals and Sales" for the performance of the Work required hereunder.

6.) An amount equal to the actual cost in money, as approved by the Engineer in writing, expended by the Contractor or a subcontractor approved by PATH as required by the clause herein entitled "Approvals of Subcontracts, Purchases, Rentals and Sales", for procuring bonds or permits approved by the Engineer as necessary for the performance of the Work required hereunder.

7.) The net amount actually paid by the Contractor for items of expense approved in advance by the Engineer for maintenance of traffic and work area protection as directed by the Engineer.

B. Exclusions

In computing the Net Cost of the Work, no amounts shall be included other than those expressly set forth above, it being agreed that the amounts specified in B. and C. of the Form of Contract clause entitled "Contractor's Compensation" cover the cost of all other expenses whatsoever even though greater than anticipated by either party, including, but not limited to, the Contractor's or any subcontractor's home office expenses, plant, overhead, interest, profit; any insurance procured to supplement or in excess of insurance procured by the Authority; and all other items of cost and expense whether similar to or different from those herein named. Moreover, in determining the Net Cost of the Work there shall not be included any amount attributable to furnishing, delivering and maintaining non-powered hand tools, nor any amount not representing actual costs to the Contractor, and in particular, any discount, refund or credit received or receivable shall be applied to reduce the Net Cost of the Work, nor shall any amount be paid more than once even though fitting under more than one item provided for herein.

C. General

1.) No expenditure shall be included more than once in the Net Cost even though fitting under more than one item provided for above.

2.) The Contractor shall exercise his best efforts to avoid unnecessary expenditures and to keep expenditures to the minimum consistent with satisfactory performance of the Contract. Expenditures shall be included in the Net Cost only to the extent that they represent reasonable amounts for items described herein, as determined by the Engineer.

3.) No expenditure shall be included in the Net Cost on account of any subcontract agreement or other type of agreement unless the Contractor has complied with the provisions relating to such agreement set forth in the clause herein entitled "Approvals of Subcontracts, Purchases, Rentals and Sales". No payment of any type in connection with any such agreement shall be included in the Net Cost in addition to the original price here under unless such additional payment has been approved by the Engineer.

4.) When requested by the Engineer, before commencing the performance of any Work the Contractor shall furnish to the Engineer a memorandum showing the rates to be used in computing amounts to be included under subparagraph A.1.) above, and if any such rates shall change at any time or if Work is performed involving different rates for such amounts, the Contractor shall immediately furnish to the Engineer a memorandum showing such changes or different rates.

5.) The Contractor shall, at the end of each day on which Work is performed, furnish to the Engineer daily time slips showing the name or number of each employee whose salary or wages is to be included under subparagraph A.1.) above, the number of hours which he is employed on the Work and the character of his duties. Moreover, if the compensation to be paid by PATH for any Work performed by a subcontractor is in whole or in part of the basis of cost of labor, equipment or other items of expense, the Contractor shall also, at the end of each day on which any such work is performed, furnish to the Engineer daily time slips and memoranda of the above types showing in similar detail the items of expense incurred for such Work. All the foregoing time slips and memoranda are for the purpose of enabling the Engineer to keep an accurate record of all items of expense incurred, to verify the amount of such expenses at the time they are incurred, and to determine the amount of the Net Cost, as above provided, and the furnishing thereof as above required shall be a condition precedent to payment. Accordingly the failure of the Contractor to furnish such time slips and memoranda as above required with regard to any items of expense allegedly incurred shall be deemed to be a conclusive and binding determination on his part that no such expenses were in fact incurred and shall be deemed to be a waiver by the Contractor of all rights to compensation for such expenses.

6.) The Contractor shall furnish copies of payrolls within one week after employees have been paid upon the basis of such payrolls.

7.) The Engineer, acting personally shall have authority to agree in writing with the Contractor on behalf of PATH on methods of computing, liquidating or determining any portion of the Net Cost in lieu of the methods above provided in this numbered clause. Notwithstanding the above, however, no guarantee is made that the Engineer, acting personally, will enter into any such agreement. In determining the Contractor's compensation, the amount specified in B. of the Form of Contract clause entitled "Contractor's Compensation" shall be added to any such agreed upon amounts for the Net Cost of the Work.

26. APPROVALS OF SUBCONTRACTS, PURCHASES, RENTAL AND SALES

As a condition precedent to the payment by PATH to the Contractor of any amounts to be included pursuant to the clause herein entitled "Net Cost", the Contractor shall:

A. As stipulated in the Form of Contract clause entitled "Assignments and Subcontracts", obtain the prior written approval of PATH for each subcontract the Contractor desires to enter into, including the subcontractor and terms of the subcontract.

B. Obtain the prior written approval of the Engineer, unless otherwise ordered by the Engineer, in which case the Contractor shall immediately obtain subsequent written approval, for any purchase or rental of materials, tools and equipment totaling more than One Thousand Dollars ($1,000.00). Unless otherwise authorized in writing by the Engineer, the Contractor shall solicit at least two (2) telephone bids with respect to any such purchase or rental totaling more than One Thousand Dollars (1,000.00) but less than Five Thousand Dollars ($5,000.00) and shall solicit at least three (3) written bids with respect to any such purchase or rental totaling more than Five Thousand Dollars ($5,000.00).

C. With respect to any purchase or rental of materials, tools, equipment or construction aids containing any one item costing more than One Thousand Dollars ($1,000.00), submit its proposed purchase order or rental agreement to the Engineer for approval. Such purchase order or rental agreement shall be accompanied by a memorandum stating the bids received and by copies of the appropriate bid or bids, in writing.

D. Obtain prior written approval from the Engineer for any sales of used materials tools or equipment. Unless otherwise authorized in writing by the Engineer, the Contractor shall solicit at least two (2) telephone bids with respect to any such sales with an estimated value of more than One Thousand Dollars ($1,000.00) but less than Five Thousand Dollars ($5,000.00) and shall solicit at least three (3) written bids with respect to any such sales with an estimated value of more than Five Thousand Dollars ($5,000.00).

E. With respect to any sales of used materials, tools, equipment or construction aids containing any one item with an estimated value of more than One Thousand Dollars ($1,000.00), submit proposed bill of sale to the Engineer for approval. Such bill of sale shall be accompanied by a memorandum stating the bids received and by copies of the appropriate bid or bids, if in writing.

F. Check in all materials, tools, construction aids and equipment and have responsible representatives who have been previously designated and identified in writing to the Engineer submit all such original, signed delivery tickets along with the vendor's invoice. With respect to sales for salvage, the responsible representatives shall check out all used materials and shall forward signed delivery tickets to the Engineer after the salvage items are properly delivered.

G. In addition to the above requirements, with respect to the rental of materials, tools, equipment or construction aids owned by the Contractor, submit in writing for approval by the Engineer a list of the equipment proposed to be used, including the estimated length of use.

H. Notwithstanding anything to the contrary contained in this numbered clause, PATH shall not be liable for any amount attributable to the purchase of non-powered hand tools.

27. COMPUTATION OF RENTAL FOR CONSTRUCTION EQUIPMENT

The rental for equipment, whether owned by the Contractor or subcontractors or rented from others and notwithstanding the actual price of any rental or actual costs associated with such equipment, shall be computed by the Engineer on the basis of the following:

A.

1.) Hourly rental for those items of equipment listed in the "Rental Rate Blue Book" (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110), (hereinafter called "the Blue Book"), shall be 100% of the applicable rates as listed in said book, reduced to an hourly basis (see formula below), except that such applicable rates shall be reduced by 50% for all hours of rental payable hereunder in excess of 8 hours each day. The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. The "Estimated Operating Cost per Hour" as set forth for such item of equipment in the Blue Book shall be added to the hourly rental for each hour that such equipment is actually engaged in performing Work. No amount for operating cost will be allowed during periods when such equipment is not actually engaged in performing Work (i.e., standby rental time). None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this Section.

2.) For items of equipment not listed in the Blue Book, but included in Exhibit A (which is attached hereto and made a part hereof), rental rates shall be as indicated. If no listing of rental rate for the item of tools, equipment or construction aid is in the Blue Book, nor in Exhibit A, the Engineer shall determine the reasonable rate of rental of the particular item of tool, equipment or construction aid by such other means as he finds appropriate.

B. When utilizing the rental rates appearing in the Blue Book, the Engineer shall determine the applicable rate and the hourly rental determined therefrom by applying the following criteria:

1.) The rate to be applied for an item of tool, equipment or construction aid used on a particular Work Order shall be the monthly rates from the foregoing publication.

The pro rata portion which one hour bears to the applicable rate shall be determined in accordance with the following formula:

Hourly rate based on monthly rental	1/176 of monthly rental from Blue Book

2.) The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item of tool, equipment or construction aid in the Blue Book. The adjustment factor shall not apply to the hourly operating cost.

3.) If the Engineer should determine that the nature, number of pieces or size of the tool, equipment or construction aid used by the Contractor in connection with the Work is more pieces, or larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Engineer to be suitable for the Work, the reasonable rental will not be based upon the tool, equipment or construction aid used by the Contractor but will be based on the smallest quantity or smallest or least elaborate tool, equipment or construction aid determined by the Engineer to have been suitable for the performance of the Work.

C. There will be added to the rental as computed above (a) the reasonable cost of transporting such tool, equipment or construction aid to and from the construction site, including applicable tolls, (b) with respect to Work performed in New Jersey, the taxes on the rental actually paid by the Contractor or subcontractor and (c) notwithstanding the number of hours during which such of tool, equipment or construction aid is utilized, the minimum rental therefor will be for a period of eight hours.

D. Notwithstanding anything to the contrary contained in this numbered clause, PATH shall not be liable for any amount attributable to the rental of non powered hand tools.

EXHIBIT A

EQUIPMENT RENTAL RATES

FOR PRICES NOT SHOWN IN BLUE BOOK

APPROVED BY THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

	DESCRIPTION	MONTHLY	WEEKLY	DAILY
1.	NEGATIVE AIR MACHINE (6K)	810.00(2)	226.80(2)	56.70(2)
2.	NEGATIVE AIR MACHINE (2K)	225.00(2)	70.00(2)	19.25(2)
3.	HEPA VACUUM - SMALL (6 GAL)	100.00(2)	35.00(2)	12.00(2)
4.	HEPA VACUUM - MED. (12/15 GAL)	125.00(2)	40.00(2)	13.00(2)
5.	HEPA VACUUM - LG. (30/55 GAL)	135.00(2)	45.00(2)	15.00(2)
6.	RESPIRATOR – PAPR	60.00(2)	25.00(2)	10.00(2)
7.	AIR PUMP - PERSONAL (2 LPM)	70.00	25.00	8.86
8.	FOGGER	60.00	16.80	4.20
9.	DECON TRAILER	1250.00	420.00	140.00
10.	AIRLESS SPRAYER	600.00	240.82	70.00
11.	WASTE CONTAINER (1 CY)	70.00	24.00	8.00
12.	WASTE CONTAINER (48 CF)	50.00	14.00	3.50
13.	WOODEN LADDER	35.00	9.80	2.45
14.	REMINGTON NAIL GUN	115.00	32.20	8.05
15.	TYPE 'C' AIR SYSTEM (COMPLETE 8 MAN)	1450.00	485.00	165.00

NOTES:

(1) HALF-FACE RESPIRATORS WILL BE COMPENSATED AS "MATERIALS" (MAXIMUM ALLOWANCE: ONE (1) MASK PER EMPLOYEE PER 4 TO 10 SITE DAYS OF WORK)

(2) RATES INCLUDE FILTERS

(3) FILTERS WILL BE COMPENSATED AS "MATERIALS"

28. MONTHLY ADVANCES

On or about the first day of each month, the Engineer shall (upon receipt from the Contractor of such information as he may require, including a certification in writing, in such form as may be required pursuant to the clause hereunder entitled "Prevailing Rate of Wage", that he has paid and caused his subcontractors to pay at least the prevailing rate of wage and supplements required by such clause) estimate and certify to PATH the approximate amount of Work performed and compensation earned by the Contractor up to that time.

As an aid to the Contractor and to facilitate his performance, PATH shall within fifteen days after the receipt of each such monthly certificate, advance to the Contractor by check the sums so certified, minus, however, either five percent (5%) of the applicable Net Cost earned and certified by the Engineer up to that time or One Hundred Thousand Dollars ($100,000.00), whichever is less, and minus all prior advances and payments to the Contractor or for his account and minus payments by PATH to lessors of construction equipment.

Further, after one year after the acceptance of the Contractor's Proposal and upon completion of all Work under Work Orders issued prior to one year after the acceptance of the Contractor's proposal, upon receipt of such information from the Contractor as the Engineer may require and upon verification of amounts comprising the Contractor's Compensation, the Engineer will advance to the Contractor by check the remainder of the sums earned by the Contractor under all Work Orders issued prior to one after the acceptance of the Contractor's Proposal.

Within seven days of receipt of any sum attributable to Work performed by a subcontractor or materialman or within such later period as is provided in the subcontract or purchase agreement, the Contractor shall advance to the subcontractor or materialman said sum, less such amount, if any, as the Contractor is authorized to retain under the subcontract or purchase agreement.

Notwithstanding the above, PATH shall have the right, at its sole discretion, to directly pay the subcontractors and material suppliers who perform Work for or furnish materials to the Contractor in connection with the Work of this Contract.

Prior to certifying any amount for payment hereunder, the Engineer may require that the Contractor submit a certification accurately and fully setting forth the total amount due and payable to each subcontractor and supplier for Work performed or materials provided by such subcontractor or supplier in connection with the Work of this Contract. Any payment made by PATH to a subcontractor or supplier pursuant to the provisions of this numbered clause shall be made in reliance upon such certification and all such payments shall be considered as advances to the Contractor of the compensation payable hereunder. No such payment shall relieve the Contractor of any of its obligations hereunder.

If and when subcontract and material supply agreements are entered into by the Contractor for performance of Work required by the Contracts, the Contractor shall submit to the Engineer a listing of all subcontract and material supply agreements entered into by the Contractor for the performance of Work required by the Contract. Such listing shall include the names and addresses of each such subcontractor and supplier and the amounts payable under each such agreement. As and when any modifications are made to such agreements or any additional subcontracts of supply agreements are entered into, the Contractor shall inform the Engineer of such and shall indicate the amounts payable thereunder.

Nothing contained herein shall be deemed to create any additional rights in such subcontractors or suppliers or to alter the rights of PATH as such are set forth in the clause hereof entitled "Withholding of Payments".

29. FINAL PAYMENT FOR WORK UNDER WORK ORDERS ISSUED PRIOR TO ONE YEAR AFTER ACCEPTANCE OF THE CONTRACTOR'S PROPOSAL

After the rendition of the Certificate of Final Completion for all Work under Work Orders issued prior to one year after acceptance of the Contractor's Proposal and upon receipt from the Contractor of such information as may be required, the Engineer shall certify in writing to PATH and to the Contractor the total compensation earned by the Contractor for all Work under Work Orders issued prior to one year after acceptance of the Contractor's Proposal.

See the Form of Contract clause entitled "Certificate of Final Completion For All Work Under Work Orders Issued Prior To One Year After Acceptance Of The Contractor's Proposal" which requires as a prerequisite for the issuance of such certificate the submission of a "Summary of Asbestos Removal and Disposal Costs" and a "Summary of Lead Removal and Disposal Costs".

If so required, the Contractor shall thereupon (i) certify to PATH in writing, in such form as may be required pursuant to the clause hereunder entitled "Prevailing Rate of Wage", that he has paid and caused his subcontractors to pay at least the prevailing rate of wage and supplements required by such clause and (ii) furnish to PATH a detailed sworn statement of all claims, just and unjust, of subcontractors, materialmen and other third persons then outstanding and which he has reason to believe may thereafter be made on account of the Work under Work Orders issued prior to one year after the acceptance of the Contractor's Proposal.

Within thirty days after issuance of such certificate of total compensation earned (or within thirty days after receipt of the documents provided for in the immediately preceding paragraph, if required), PATH shall pay to the Contractor by check the amount stated in said certificate, less all other payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments shall be subject to correction in this payment, which is throughout this Contract called the Final Payment for Work under Work Orders Issued Prior to One Year After Acceptance of the Contractor's Proposal.

The acceptance by the Contractor, or by anyone claiming by or through him, of Final Payment for Work under Work Orders issued Prior to One Year After Acceptance of the Contractor's Proposal shall be and shall operate as a release to PATH of all claims and of all liability to the Contractor for all things done or furnished in connection with the Contract and for every act and neglect of PATH and others relating to or arising out of the Contract, including claims arising out of breach of contract and claims based on claims of third persons, excepting only his claims for reimbursement for certain sales taxes as hereinbefore provided. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations in connection with this Contract or the Performance and Payment Bond.

The Contractor's agreement as provided in the immediately preceding paragraph above shall be deemed to be based upon the consideration forming part of this Contract as a whole and not to be gratuitous; but in any event even if deemed gratuitous and without consideration, such agreement as provided in the immediately preceding paragraph above shall nevertheless be effective. Such release shall include all claims, whether or not in litigation and even though still under consideration by PATH or the Engineer. Such release shall be effective notwithstanding any purported reservation of right by the Contractor to preserve such claim. The acceptance of any check designated as "Final Payment for Work under Work Orders issued Prior to One Year After Acceptance of the Contractor's Proposal" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the Contractor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause, notwithstanding any purported reservation of rights.

The Contractor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such Final Payment for Work under Work Orders issued Prior to One Year After Acceptance of the Contractor's Proposal for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the Contractor to accept such Final Payment for Work under Work Orders issued Prior to One Year After Acceptance of the Contractor's Proposal an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment for Work under Work Orders issued Prior to One Year After Acceptance of the Contractor's Proposal subject to all the terms of this Contract including this numbered clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of contract) for an amount not included in said Final Payment for Work under Work Orders issued Prior to One Year After Acceptance of the Contractor's Proposal. In any case in which interest is allowable on the amount of the Final Payment for Work under Work Orders issued Prior to One Year After Acceptance of the Contractor's Proposal, such interest shall be at the rate of 6% per annum for the period, if any, in which such interest is due.

30. FINAL PAYMENT

After the rendition of the Certificate of Final Completion and upon receipt from the Contractor of such information as may be required, the Engineer shall certify in writing to PATH and to the Contractor the total compensation earned by the Contractor.

See the Form of Contract clause entitled "Certificate of Final Completion" which requires as a prerequisite for the issuance of such certificate the submission of a "Summary of Asbestos Removal and Disposal Costs" and a "Summary of Lead Removal and Disposal Costs".

If so required, the Contractor shall thereupon (i) certify to PATH in writing, in such form as may be required pursuant to the clause hereunder entitled "Prevailing Rate of Wage", that he has paid and caused his subcontractors to pay at least the prevailing rate of wage and supplements required by such clause and (ii) furnish to PATH a detailed sworn statement of all claims, just and unjust, of subcontractors, materialmen and other third persons then outstanding and which he has reason to believe may thereafter be made on account of the Work.

Within thirty days after issuance of such certificate of total compensation earned (or within thirty days after receipt of the documents provided for in the immediately preceding paragraph, if required), PATH shall pay to the Contractor by check the amount stated in said certificate, less all other payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments shall be subject to correction in this payment, which is throughout this Contract called the Final Payment.

The acceptance by the Contractor, or by anyone claiming by or through him, of Final Payment shall be and shall operate as a release to PATH of all claims and of all liability to the Contractor for all things done or furnished in connection with the Contract and for every act and neglect of PATH and others relating to or arising out of the Contract, including claims arising out of breach of contract and claims based on claims of third persons, excepting only his claims for reimbursement for certain sales taxes as hereinbefore provided. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations in connection with this Contract or the Performance and Payment Bond.

SECTION II: COMPANY OWNERSHIP

14. Business Structure

Sole Proprietorship	☐	Partnership (including LLP)	☐
Limited Liability Company (LLC)	☐	Corporation (including S-Corp.)	☐

15. Date company was established _____/ _____/ _____

16. Has the business existed under a different type of business structure prior to the Date Established indicated in question? 16

Yes_____ No_____

If "Yes", please provide copy of original Business Certificate

17. Has your Certificate of Incorporation, Business Certificate, or Certificate of Trade Name been amended?

Yes_____ No_____

If "Yes", please provide copy of amended Business Certificate

18. Method of Business Origination or Acquisition (check all applicable)

Started New Business	☐	Secured Franchise	☐
Bought Existing Business	☐	Secured Concession	☐
Merger or Consolidation	☐	Inherited Business	☐

Other ☐ _____

19. Date of origination (or acquisition, if later) _____/ _____/ _____

For the remaining questions in Section II which ask for ethnic identification of owners, shareholders, officers, board members, and managers, please use the following group codes to identify the ethnicity of each individual where required.

01	Black	02c	Spanish	04	Native American
02a	Hispanic	03a	Asian-Pacific	05	White (Non-Minority)
02b	Portuguese	03b	Asian-Indian	06	Other

20. Please provide the following information for all person(s) with ownership interest in the company (all proprietors, partners, and members OR, in the case of a corporation, all shareholders).

Name (First and Last)	Position In Company	% Owned	Date Ownership Established (mm/yy)	Gender (M/F)	Ethnicity (see group code table)	US Citizen or Permanent Resident Alien (Y/N)

*** QUESTIONS 22-24 APPLY ONLY TO CORPORATIONS. *** *** IF YOUR COMPANY IS NOT A CORPORATION, SKIP TO QUESTION 25 ***

21. If the company is a corporation, please provide the following information for all shareholders identified in Question 21

Name (First and Last)	Position In Company	Number of Shares Owned	Unit Share Price Paid When Purchased

22. State the number of company shares in each of the following

Common Authorized _____ Common Issued _____

Preferred Authorized _____ Preferred Issued _____

23. Name and position of current Officers and/or Board of Directors

Name (First and Last)	Position	Position Effective Date (mm/yy)	Gender (M/F)	Ethnicity (see group code table)

** ALL APPLICANTS SHOULD RESUME COMPLETING THE APPLICATION HERE **

24. Please identify the capital contributions to the company by each person identified in Question 21, including cash, equipment, property, and expertise

Name (First and Last)	Type of Contribution	Total Dollar Value	Date of Contribution (mm/yy)

25. If your company is owned in whole or in part by another company, please identify the company and the percentage of ownership interest. Include venture capitalists and other similar investors

Company Name	Percentage Owned	Date Ownership Established (mm/yy)

SECTION III: COMPANY MANAGEMENT

26. Identify individuals responsible for managerial operations (*state if owner or non-owner*). Refer to group code definitions on prior page.

Name & Title	Gender (M/F)	Group Code	Owner? (Y/N)
a) Financial Decisions			
b) Estimating			
c) Preparing Bids			
d) Negotiating Bonding			
e) Marketing & Sales			
f) Hiring & Firing			
g) Supervising Field Operations			
h) Purchasing Equipment/Supplies			
i) Managing & Signing Payroll			
j) Negotiating Contracts			
k) Signatures for Business Accounts			

27. Do any principals, officers, employees and/or owners of the firm have an affiliation, i.e. business interest or employment with any other firm?

Yes_____ No_____ (If "Yes", complete the following)

Name (First and Last)	Name and Address of Affiliated Firm	Nature of Business	Nature of Affiliation

28. Number of Employees (if necessary, average over the past year)

Permanent		Temporary		Field	
Full-Time	_____	Full-Time	_____	Full-Time	_____
Part-Time	_____	Part-Time	_____	Part-Time	_____

SECTION IV: COMPANY FINANCES

29. Does your company have a Line of Credit?

Yes_____ No_____ If "Yes", please provide details:

_____

Bank Dollar Limit Name of Guarantor(s)

30. Please list all major current lenders to the company

Name of Lender	Amount of Loan	Terms of Repayment

31. Identify bank(s) where company accounts are maintained

Bank Name	Address	Contact Name	Contact Title	Type of Account

32. Please provide gross receipts (sales) for each of the last three fiscal years. (If in business for less than three years, complete as applicable)

Current Year _____ $_____

Last Year _____ $_____

Previous Year _____ $_____

SECTION V: COMPANY OPERATIONS

33. Check the industry which best describes your PRIMARY line of business

- ☐ Construction-related
- ☐ Consultants
- ☐ Consumer Service
- ☐ Manufacturer/Supplier
- ☐ Professional Service
- ☐ Purchasing
- ☐ Technical Service
- ☐ Other _____

34. If a license, permit or certification (e.g. Master Electrical License, PE for engineers, CDL for truck drivers, etc.) is required to conduct any part of your company's business, please identify the individual(s) holding the license, permit or certification and provide a copy

Name of the Holder/Registrant	Type of License/ Permit/Certification	Issued by	Issue Date (mm/yy)	Exp. Date (mm/yy)

35. Is your company bonded? Yes_____ No_____

If "Yes", please provide detail:

Name of Agent/Broker	Surety Co.	Bonding Limit	
		Single $	Aggregate $

36. Is your company insured? Yes_____ No_____ If "Yes", please provide detail:

Carrier Name _____ $ Amount of Liability Insurance _____

37. Please list the company's major equipment or machinery

Type	Depreciated $ Value	Acquisition Date (mm/yy)	Owned or Leased

38. List rented, leased or owned warehouse, plant and office facilities – Submit copy of lease, deed or mortgage

Facility Type	Owner or Name of Lessor and/or rental agent	Amt of yearly payment

39. Does your company share office space, personnel or equipment with any other company?

Yes_____ No_____

If "Yes", please provide details.

Company Name	Phone	Personnel (X)	Office Space ("X")	Yard Space (X)	Equipment ("X")	Machinery (X)

ACKNOWLEDGEMENTS AND VERIFICATION

FIRST, this certification application form, the supporting documents, and any other information provided in support of the application is considered part of the application. Any false statements or misrepresentations in the application may result in the applicant's disqualification from certification as Minority and/or Woman-owned Business Enterprise (M/WBE) by The Port Authority of New York and New Jersey for him/herself and its subsidiaries, which are included in the term "Port Authority".

SECOND, the information contained herein is subject to the Port Authority's Freedom of Information policy as reflected in the resolution adopted by the Committee on Operations of the Port Authority on August 13, 1992.

THIRD, the Port Authority may require further proof of eligibility for certification in addition to the information disclosed in this application and the applicant shall cooperate with the Port Authority in supplying the additional information. By completing this application, the applicant agrees to submit the additional proof required and acknowledges that the Port Authority may decide to deny the application if the additional proof is not submitted within 30 days after it is requested.

FOURTH, by filing this application, the applicant consents to examination of its books and records and interviews of its principals and employees by the Port Authority for the purpose of determining whether the applicant is, or continues to be, an eligible M/WBE. The applicant acknowledges that its certification may be denied if such examinations or interviews are refused or if the Port Authority determines, as a result of the examinations or interviews, that the applicant does not qualify for certification as a M/WBE.

FIFTH, by filing this application, the applicant consents to inquiries being directed by the Port Authority to the applicant's bonding companies, banking institutions, credit agencies, contractors, clients and other certifying agencies for the purpose of ascertaining the applicant's eligibility for certification. If the applicant fails to permit such inquiring to be made, such failure may be grounds for denying or revoking the applicant's certification.

SIXTH, the applicant agrees that it will advise the Port Authority of any change in the ownership or operational and managerial control of applicant's business after the certification application has been filed within 30 days of such change.

SEVENTH, certification is normally granted for a period of five (5) years. However, the Port Authority may require submission of a new application, additional information, examinations of the applicant's principals and employees at any time before the expiration of the five-year certification period. The applicant's failure to submit such material or to consent to such examinations and interviews will be grounds for revocation of certification.

EIGHT, the filing of this application, its acceptance by the Port Authority, and any subsequent certification of the applicant by the Port Authority, is not intended to and does not create any procedural or substantive rights enforceable at law by the applicant against the Port Authority, its Commissioners, officers, agents or employees and any such certification is only intended to facilitate the identification of qualified and bona fide M/WBEs.

NINTH, the Code of Ethics certification attached hereto shall be considered part of this certification application and the applicant is advised to familiarize him/herself with the terms of the certification prior to submitting this application.

TENTH, in submitting this application the applicant and each person signing on behalf of the applicant certifies that, to the best of their knowledge and belief, the following statements are true and correct:

A) No individual who is current or former employee of the Port Authority or its subsidiaries (i.e., Port Authority Trans-Hudson Corporation (PATH), Newark Legal and Communications Center Urban Renewal Corporation) other than those individuals identified in the space immediately below (1) owns an interest in; or (2) has involvement in a relationship with the applicant firm (a) from or as a result of which the individual has received within the past year, or is entitled to receive in any future year, more than $1,000 or its equivalent; or (b) which has a market value in excess of $1,000. *(List here any such current or former Port Authority Employee (s))

_____

B) No individual who is a current or former employee of the Port Authority or its subsidiaries other than those individuals identified in the space immediately below (1) holds a position in the applicant firm such as an officer, director, trustee, partner, employee, or a position of management: or (2) acts as a consultant, agent or representative of the firm in any capacity. *(List here any current or former Port Authority Employee (s))

_____

*Included within the scope of this certification are the individuals identified by the applicant in response to questions 4, 4a, 8d, 9, 10, 10a, 17, 18, 19, 24 and 25.

ELEVENTH, the criteria for certification by the Port Authority as a Small Business Enterprise are outlined in the documentation entitled "Small Business Enterprise Program (SBE) Administered by The Port Authority of New York and New Jersey" which accompanies this application. If the applicant believes that he/she is eligible for SBE certification, he/she may request that this application also be treated as
an SBE certification application by signing below. If signature is provided, all acknowledgments and provisions of this M/WBE certification shall also apply.

Applicant _____ Date _____

VERIFICATION

STATE OF _____)

SS:

COUNTY OF_____)

(A) (For Sole Proprietorships, Partnerships, and Limited Liability Partnerships)

_____, being duly sworn, states that he or she is the owner of (or a Partner in) the entity making the foregoing application and that the statements and representations made in the application are true to his/her own knowledge.

_____ _____
Signature Date

(B) (For Corporations and Limited Liability Companies)

_____, being duly sworn, states that he/she is the
Name of Corporate Officer

_____ of _____,
Title of Corporate Officer Name of Corporation

the entity making the foregoing application, that he/she has read the application and knows its contents, that the statements and representations made in the application are true to his/her knowledge, and that the application is made at the direction of the Board of Directors of the Corporation.

Corporate Seal _____
Signature Date

Sworn to before me this _____ day of _____, 20_____

_____
Notary Public

Mail to: *The Port Authority of New York and New Jersey*
Office of Business & Job Opportunity – Certification Unit
233 Park Avenue South, 4th Floor
New York, NY 10003

CODE OF ETHICS CERTIFICATION

In signing and submitting the annexed Certification Application, each applicant and each person signing on behalf of any applicant certifies that they have not made any offers or agreements or given or agreed to give anything of value or taken any other action with respect to any employee or former employee of The Port Authority of New York and New Jersey or any of its subsidiaries (hereinafter referred to as the "Authority") or any immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of July 18, 1994 (a copy of which is available upon request to the Office of Regional and Economic Development /Business & Job Opportunity), nor do they have any knowledge of any act on the part of such employee or former employee relating either directly or indirectly to the applicant which constitutes a breach of the ethical standards set forth in said code.

> As used herein, "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by an Authority contract), etc., which might tend to obligate the Authority employee to the Contractor and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by any Authority contract.

The foregoing certification shall be deemed to have been made by the applicant as follows: If the applicant is a corporation, such certification shall be deemed to have been made not only with respect to the application itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%; if the applicant is a partnership, such certification shall be deemed to have been made not only with respect to the applicant itself, but also with respect to each partner. Moreover, the foregoing certification, if made by a corporate applicant, shall be deemed to have been authorized by the Board of Directors of the applicant, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the applicant cannot make the foregoing certification, the applicant shall so state and shall furnish with the application, a signed statement that sets forth in detail the reasons thereof.

The foregoing certification or signed statement shall be deemed to have been made by the applicant with full knowledge that it would become part of the records of the Authority and that the Authority will rely on its truth and accuracy in granting certification.

Applicants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., New York Penal Law, Section 175.30 et. Seq.). Applicants are also advised that the inability to make such certification will not, in and of itself disqualify an applicant, and that in each instance the Authority will evaluate the reasons therefore provided by the applicant.

Supporting Documentation Checklist

REQUIRED FOR ALL APPLICANTS Attach copies of the following documents, as applicable. Indicate documents submitted by checking appropriate boxes. PLEASE PROVIDE COPIES OF SUPPORTING DOCUMENTS ONLY - NOT THE ORIGINALS. The minimum documentation required for certification is listed below, but is not limited to this list. A representative may request additional documents during the application review process, if warranted.

- ☐ 1 Résumés for all principals, partners, officers and/or key employees of the firm. Provide home address, telephone number, education, training, and employment with dates and specific duties with the company
- ☐ 2 Proof of ethnicity for each person with ownership interest (valid passport, ethnic birth certificate)*
- ☐ 3 Proof of U.S. Citizenship (valid U.S. passport, ethnic birth certificate, naturalization certificate)*
- ☐ 4 Proof of permanent resident alien status (valid permanent resident alien "green" card showing expiration date)*
- ☐ 5 Bank signature card, bank resolution or letter from bank identifying persons authorized to conduct transactions on each account
- ☐ 6 Lease agreement or proof of ownership (deed/mortgage) for business location(s)
- ☐ 7 Proof of any certification (including SBA 8(a)), decertification, or denial from another governmental agency, department, or authority
- ☐ 8 Copies of any licenses, permits and/or accreditations required for conducting business
- ☐ 9 Proof of sources of capitalization/investments (purchase receipts, any loan agreements)
- ☐ 10 Any employment agreements
- ☐ 11 All third party agreements including: equipment rental, purchase agreements, management service agreements, etc.
- ☐ 12 Vehicle registration(s) for any vehicle used for business purposes
- ☐ 13 Current financial statement (statement of cash flows, balance sheet, or profit and loss statement)
- ☐ 14 Most recent three years' business Federal, State and City tax returns (all pages, all schedules); Prior two (2) years of personal tax returns (1040's) for each person with ownership interest, including all applicable W-2 forms and schedules if in business less than three years

If you have one document that satisfies the requirements for numbers 2 – 4, submit only one copy.

REQUIRED FOR A SOLE PROPRIETORSHIP

☐ Copy of Business Trade Name or Certification Trade Name filed with County Clerk (If doing business under an assumed name)

REQUIRED FOR A PARTNERSHIP AND JOINT VENTURE PARTNERSHIP

Attach copies of the following: (Indicate documents submitted by checking appropriate boxes)

☐ 1. Business Certificate

☐ 2. Partnership Agreement

REQUIRED FOR A LIMITED LIABILITY COMPANY (Check appropriate boxes below)

☐ 1. Sole Proprietorship

☐ 2. Corporation

☐ 3. Partnership Agreement

Attach required documents and indicate documents submitted by checking appropriate boxes

☐ 1. Certificate of formation and/or organization

☐ 2. Operating and/or managing agreements

☐ 3. Franchise and/or third-party agreement

REQUIRED FOR A CORPORATION

Attach documents of the following: (Indicate documents submitted by checking appropriate boxes)

☐ 1. Articles of incorporation, including date approved by State

☐ 2. Corporation By-Laws

☐ 3. Minutes of first corporate organizational meeting and amendments

☐ 4. Copies of all issued stock certificates front and back, as well as next un-issued certificate

☐ 5. Copy of stock ledger

☐ 6. If applicable, furnish copies of agreements relating to:

a. stock options
b. shareholder agreements
c. shareholder voting rights
d. restriction on the disposal of stock loan agreements
e. facts pertaining to the value of shares
f. buy-out rights
g. restrictions on the control of the corporation

SMALL BUSINESS ENTERPRISE PROGRAM
ADMINISTERED BY
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

The Small Business Enterprise Programs are designed to promote New York and New Jersey businesses and to provide them with the advantage of competing against firms of like size and expertise in a limited competitive environment. In order to be eligible to participate in opportunities set-aside for the programs, the Port Authority must certify a firm as a Small Business Enterprise. To be eligible for certification, firms at a minimum:

- Must have a principal place of business in either New York or New Jersey.
- Must have operated that specific type of business for at least three (3) years.
- Must not exceed the average annualized gross revenue limitations cited below for the last three (3) fiscal years.

Average Annualized Gross Revenue Limitation and other Port Authority Pre-requisites by Procurement Category.

- **Construction - $14 million**
  The Port Authority's Engineering Department must also qualify construction firms. This requires the submittal of acceptable references for completed contracts. A minimum of three acceptable references is required for each construction specialty area.

- **Architectural & Engineering (A&E) - $4.5 million**
  - ***Landscape Architectural Services - $7 million***
  - ***Marine Engineering & Naval Architecture - $18.5 million***

  In addition to adhering to maximum gross revenues Thresholds, A&E firms must also have minimum average annual revenues of more than $100,000 over the last three (3) fiscal years.

- **Commodity - $7 million**
  Commodity firms eligible to participate are provided a five percent (5%) price preference in designated contracts solicited by the Port Authority's Procurement Division.

- **Janitorial Maintenance - $16.5 million**

- **Unarmed Guard Service - $18.5 million**

- **Financial Services - $7 million**

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

Return your submittal to:	*The Port Authority of NY & NJ* *Office of Business and Job Opportunity* *233 Park Avenue South, 4th Floor* *New York, NY 10003*
	Firms not currently certified should call (212) 435-7808 for information

**(NOTE: This form need not be completed if all joint venture firms are *M/W/DBEs*
The Joint Venture approval is valid through the duration of the Port Authority contract)**

1. NAME OF JOINT VENTURE: _____

2. ADDRESS OF JOINT VENTURE: _____

_____

_____

3. TELEPHONE NUMBER (S) OF JOINT VENTURE: _____

_____

4. (A) IDENTIFY THE FIRMS WHICH COMPRISE THE JOINT VENTURE. (THE MINORITY OR WOMAN-OWNED OR DISADVANTAGED BUSINESS ENTERPRISE PARTNER MUST COMPLET A UNIFORM CERTIFICATION APPLICATION – SCHEDULE A)

_____

_____

(B) DESCRIBE THE ROLE OF THE M/W/DBE IN THE JOINT VENTURE:

_____

_____

_____

5. NATURE OF THE JOINT VENTURE'S BUSINESS: _____

_____

_____

6. PROVIDE A COPY OF THE JOINT VENTURE AGREEMENT.

SCHEDULE B

7. WHAT IS THE CLAIMED PERCENTAGE OF MBE OR WBE OF DBE OWNERSHIP? _____

8. OWNERSHIP OF JOINT VENTURE: (THIS NEED NOT BE FILLED IN IF DESCRIBED IN THE JOINT VENTURE AGREEMENT)

(A) PROFIT AND LOSS SHARING: _____

_____

(B) CAPITAL CONTRIBUTIONS, INCLUDING EQUIPMENT:

_____

_____

_____

(C) OTHER APPLICABLE OWNERSHIP INTERESTS:

_____

_____

_____

9. CONTROL OF AND PARTICIPATION IN THIS CONTRACT. IDENTIFY BY NAME, RACE, SEX AND "FIRM" THOSE INDIVIDUALS AND THEIR TITLES WHO ARE RESPONSIBLE FOR DAY-TO-DAY MANAGEMENT AND POLICY DECISION-MAKING, BUT NOT LIMITED TO, THOSE WITH PRIME RESPONSIBILITY FOR:

NAME & TITLE	SEX		GROUP CODE*	FIRM
FINANCIAL DECISIONS				
_____	☐M	☐F	_____	_____
_____	☐M	☐F	_____	_____
MANAGEMENT DECISIONS, SUCH AS:				
ESTIMATING				
_____	☐M	☐F	_____	_____
_____	☐M	☐F	_____	_____
MARKETING AND SALES				
_____	☐M	☐F	_____	_____
_____	☐M	☐F	_____	_____

-2-

HIRING AND FIRING OF MANAGEMENT PERSONNEL

_____ ☐M ☐F _____ _____

_____ ☐M ☐F _____ _____

PURCHASING OF MAJOR ITEMS OR SUPPLIES

_____ ☐M ☐F _____ _____

_____ ☐M ☐F _____ _____

SUPERVISION OF FIELD OPERATIONS

_____ ☐M ☐F _____ _____

_____ ☐M ☐F _____ _____

*GROUP CODE KEY

01 – BLACK	02A – HISPANIC	03A – ASIAN-PACIFIC	04 – NATIVE AMERICAN
	02B – PORTUGUESE	03B – ASIAN-INDIAN	05 – NON-MINORITY
	02C – SPANISH		06 - OTHER

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of the joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned agree to provide to the grantee current and complete information and any proposed changes to the joint venture arrangement. The undersigned also agree to permit authorized representatives of the grantee or the Federal-funding agency to audit and examine the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statement."

NAME OF FIRM	NAME OF FIRM
SIGNATURE	SIGNATURE
NAME	NAME
TITLE	TITLE
DATE	DATE

State of _____ County of _____

On this _____ day of _____, 20____, before me appeared (name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

_____
Notary Public

State of _____ County of _____

On this _____ day of _____, 20____, before me appeared (name) _____ to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

_____
Notary Public

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Office of Business and Job Opportunity

PAGE _____ OF _____

NOTE: The Contractor is required to submit to the Engineering Dept. a MODIFIED PLAN for any changes to the original plan: i.e.; subcontractor, dollar amount or work performed.
If more than 1 page is used, complete totals on last page.

Contract Number: _____ **Contract Description:** _____

Contractor Name: _____

Mailing Address: _____ **Contract Amount:** _____

Telephone Number: _____ **Contract Goals:** **MBE** _____ **WBE** _____ **DBE** _____

Name, Address, _Phone Number of PA Certified MBE/WBE/DBE subcontractor (including name of contact person)	Indicate MBE, WBE Or DBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install or both "supply" and "install."	Anticipated date work will start and finish	*Approximate $ amount of M/W/DBE Subcontract	MBE/WBE/DBE % of Total Contract Amount
			TOTAL:		

Signature of Contractor: _____

Print Name: _____

Title: _____ Date _____

FOR OBJO USE ONLY
Contract Goals: ☐ Approved ☐ Waived ☐ Rejected
Reviewed by: _____
OBJO Business Development Representative
Print Name: _____ Date _____

Distribution: Original – OBJO; Copy 2 – Engineer of Construction; Copy 3 – Contractor; Copy 4 – Line Department
*Please Note: supplies, equipment and material men are only credited 60% towards the M/W/DBE goal. Please adjust calculations accordingly.

Schedule C

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INSTRUCTIONS

CONTRACTOR INSTRUCTIONS: Contractor is required to submit a MBE/WBE Participation Plan and/or best efforts documentation to the designee identified in the contract book within 7 days after the opening of the Proposals for this Contract.

ENGINEER OF CONSTRUCTION INSTRUCTIONS: After the review of the submitted MBE/WBE Participation plan, forward to the Office of Business and Job Opportunity via fax at (212) 435-7828 or PAD to 233 PAS 4th Floor for review and approval. Approved/waived/rejected plan will be returned within 10 business days of receipt of this document. Engineer of Construction will advise vendor of the results of the MBE/WBE Participation Plan review.

PA 3749 A/ 5-07

THE PORT AUTHORITY OF NY & NJ
Office of Business and Job Opportunity

CONSTRUCTION
MBE/WBE/DBE PARTICIPATION PLAN
MODIFIED

PAGE _____ OF _____

Contract Number: _____

Contractor Name: _____

Mailing Address: _____

Telephone Number: _____

Contract Description: _____

Contract Amount: _____

Contract Goals: MBE _____ WBE _____ DBE _____

Name, Address, Phone Number of PA Certified MBE/WBE/DBE subcontractor (Including name of contact person)	Indicate MBE, WBE Or DBE	Description of Work, Services to be provided. Where applicable, specify "supply" or "install or both "supply" and "install."	Anticipated date work will start and finish	*Approximate $ amount of M/W/DBE Subcontract	MBE/WBE/DBE % of Total Contract Amount
			TOTAL:		

Signature of Contractor: _____

Print Name: _____

Title: _____ Date _____

FOR OBJO USE ONLY
Contract Goals: ☐ Approved ☐ Waived ☐ Rejected
Reviewed by: _____
OBJO Business Development Representative
Print Name: _____ Date _____

Distribution: Original – OBJO; Copy 2 – Engineer of Construction; Copy 3 – Contractor; Copy 4 – Line Department
*Please Note: supplies, equipment and material men are only credited 60% towards the M/W/DBE goal. Please adjust calculations accordingly.

Schedule C

STATEMENT OF PAYMENTS TO M/W/DBE SUBCONTRACTORS/LESSORS/SUPPLIERS

Contract No: _____ Period Reporting: _____ (Example: 10/1/98 - 10/31/98)

Contract Title: _____ Payment Appl #: _____

Contractor: _____ % Project Completed: _____

SUBCONTRACTOR'S NAME	(Indicate) MBE WBE DBE	ESTIMATED TOTAL SUBCONTRACT AMOUNT	Column A AMOUNTS PAID Prior Statement	+ Column B This Statement	= Column C Cumulative To-Date
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0

SUPPLIERS/LESSORS	(Indicate) MBE WBE DBE	TOTAL AMOUNT SUPPLIER AGREEMENT	AMOUNTS PAID (Amounts entered should reflect 100% paid. The 80% check will be handled by this office.) Prior Statement	This Statement	Cumulative To-Date
					$0
					$0
					$0
					$0
					$0
					$0

Date Prepared: _____

Prepared by: _____

Title: _____

Officer's Signature: _____

The Port Authority of NY & NJ
Resident Engineer's Office

Date Received: _____

Reviewed By: _____

Title: _____

Schedule D

FINAL

STATEMENT OF PAYMENT
TO M/W/DBE SUBCONTRACTORS/LESSORS/SUPPLIERS

Contract No:		Period Reporting:	(Example: 10/1/98 - 10/31/98)
Contract Title:		Payment Appl #:	& Final
Contractor:		% Project Completed:	100%

SUBCONTRACTOR'S NAME	(Indicate) MBE WBE DBE	TOTAL SUBCONTRACT AMOUNT	Column A AMOUNTS PAID & TO BE PAID: Prior Statement	+ Column B This Statement	= Column C Cumulative To-Date
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0

SUPPLIERS/LESSORS	(Indicate) MBE WBE DBE	TOTAL AMOUNT SUPPLIER AGREEMENT	AMOUNTS PAID & TO BE PAID (Amounts entered should reflect 100% paid. The 60% credit will be handled by the office.): Prior Statement	This Statement	Cumulative To-Date
					$0
					$0
					$0
					$0
					$0
					$0

Date Prepared: _____
Prepared by: _____
Title: _____
Officer's Signature: _____

The Port Authority of NY & NJ
Resident Engineer's Office

Date Received: _____
Reviewed By: _____
Title: _____

Schedule D

PORT AUTHORITY TRANS-HUDSON CORPORATION
THREE GATEWAY CENTER - 3rd FLOOR
NEWARK, NJ 07102

October 20, 2010

ADDENDUM NO. 1

TO PROSPECTIVE BIDDERS ON CONTRACT **PAT-631** – NEW YORK AND NEW JERSEY FACILITIES – ASBESTOS AND LEAD ABATEMENT VIA WORK ORDER

The following changes are hereby made in the Contract Documents for the subject Contract.

This communication should be physically annexed to back cover of the book and initialled by each bidder before submitting his bid.

In case any bidder fails to conform to these instructions, his Proposal will nevertheless be construed as though this communication had been so physically annexed and initialled.

PROCUREMENT
2010 NOV 19 PM 3:13

CHANGES IN THE CONTRACT BOOKLET

Page 130 Immediately after page 130, insert pages 130A through 130F, which are attached hereto and made a part hereof.

PORT AUTHORITY TRANS-HUDSON CORPORATION

Francis J. Lombardi, P.E.
Chief Engineer
The Port Authority of New York and New Jersey

INITIALLED BY THE BIDDER:

SECTION 02081

ASBESTOS REMOVAL AND DISPOSAL FOR PORT AUTHORITY OF NEW YORK AND NEW JERSEY

APPENDIX "B"

JOB SPECIFIC REQUIREMENTS

A. Description

This Section specifies removal of asbestos material from the "Work Area(s)".

B. Asbestos Type(s)

Test results of asbestos-containing material to be removed will be indicated in the Work Order(s) issued by the Engineer.

C. Items in "Work Area" to be Removed

A list of items to be removed from the work area, prior to abatement, will be provided in the Work Order(s) issued by the Engineer.

D. Items Remaining in "Work Area" to be Protected

A list of items, remaining in the work area, to be protected will be provided in the Work Order(s) issued by the Engineer.

E. Utilities for Work of this Section

1. Drainage:

For work in New York, When drainage is accessible at the "Work Site", it is available without charge at the location(s) designated by the Engineer, subject to such conditions and precautions upon its use as stipulated in "Water Disposal Procedures" herein. Completely remove temporary materials, clean and decontaminate by wet cleaning and/or HEPA vacuuming in the "Work Area", or dispose of as ACM waste. Restore existing facilities to their original condition.

For Work in New York and New Jersey when drainage is not available, at the "Work Site". Provide a closed piping or hose system and filter through 5.0 micron filters, drum collect and dispose of as stipulated in "Water Disposal Procedures" herein. In the event of asbestos contamination of temporary materials, clean and decontaminate by wet cleaning and/or HEPA vacuuming in the "Work Area" or dispose of as ACM waste.

2. Electricity:

When electricity is not available at the "Work Site". Provide a generator(s) approved by the Engineer with grounded temporary service distribution system of size, capacity and power characteristics required to performed the Work. Provide ground-fault interrupter(s). In the event of asbestos contamination of temporary materials, clean and decontaminate by wet cleaning and/or HEPA vacuuming in the "Work Area", dispose of as ACM waste.

When electricity is available at the "Work Site", it is available without charge at the location(s) designated by the Engineer, subject to such conditions and precautions upon its use as may be imposed by the Engineer. Connect to existing service; provide branch wiring and distribution boxes located to allow power and lighting by means of construction-type power cords with ground-fault interrupter(s). Completely remove temporary materials when their use is no longer required. In the event of asbestos contamination of temporary materials, clean and decontaminate by wet cleaning and/or HEPA vacuuming in the "Work Area", dispose of as ACM waste.

F. Utilities and Services in Work Area to be Shut Down and to Remain in Service

A list of utilities and services will be provided in the Work Order(s) issued by the Engineer.

G. "Work Site Security/Fire Watch"

Requirements to provide work site security/fire watch will be provided in the Work Order(s) issued by the Engineer

H. "Work Area" Procedures

Work procedures will be provided in the Work Order(s) issued by the Engineer.

I. "Water Disposal" Procedures

For Work in New York where drainage is available, prior to disposal of waste water, filter through a new three stage filter system where the final stage is a 5.0 micron filter to remove asbestos fibers.

For Work in New York and New Jersey where drainage is not available, prior to disposal of waste water, filter through a new three stage filter system where the final stage is a 5.0 micron filter to remove asbestos, and dispose of water away from Authority property in an appropriate sanitary sewage system. Do not re-use waste water.

J. "Sealing Asbestos-Containing Contact Surfaces"

For Work in New York State, after removal, cleaning and final air clearance of the work areas do not seal surfaces which were the subject of asbestos removal. Seal end surfaces of asbestos-containing material that is to be enclosed and remain, if any, with a sealer approved by the Engineer.

K. Removal of "Work Area Containment and Protection of Items that Remained in the Work Area"

Remove "Work Area" containment and dispose of as asbestos contaminated material. Remove item wrapping and relocate and/or re-secure objects and items which were moved, wrapped and sealed and remained within the "Work Area". Dispose of item wrapping as asbestos contaminated material.

L. Re-establishment of Utilities and Services

Re-establish utilities and services that were disconnected and install new filters in air moving system(s) affected by the Work of this Section.

M. Re-establishment of Items and Objects in the Work Area

Requirements will be provided in the Work Order(s) issued by the Engineer.

N. Replacement of Insulation and Fireproofing

Requirements will be provided in the Work Order(s) issued by the Engineer.

END OF APPENDIX "B"

SECTION 02081

ASBESTOS REMOVAL AND DISPOSAL FOR PORT AUTHORITY OF NEW YORK AND NEW JERSEY

APPENDIX "C"

Listed below are landfill disposal sites that are currently used, or have previously been used, by the Authority for the disposal of asbestos-containing material and/or asbestos contaminated objects. This list is provided for reference only and does not relieve the Contractor from verifying the facilities current valid state approvals or from submitting required documentation as outlined in Appendix "A". Furthermore, the Contractor is not limited to use of these disposal facilities:

WETZEL COUNTY SANITARY LANDFILL
New Martinsville, West Virginia 26155
304 455-3800

WASTE MANAGEMENT OF NEW YORK, Inc.
Varick Ave, Brooklyn, New York
617 271-9292

TULLYTOWN LANDFILL
(Tullytown Resource Recovery), Tullytown, Pennsylvania
215 736-9400

SUPERIOR GREEN TREE LANDFILL
Kersey, Pennsylvania
800 257-5705

SOUTHERN ALLEGHENIES LANDFILL
Conemaugh Twshp., Pennsylvania
814 479-2537

SOIL REMEDIATION INC.
Lowellville, Ohio

S&S LANDFILL
Route 5, Box 559
Clarkesburg, West Virginia 26155
304 745-3234

PENNSAUKEN SANITARY LANDFILL
Pennsauken, New Jersey

OTTAWA COUNTY LANDFILL
Port Clinton, Ohio 43452 (BFI Ohio)
419 635-2615

NEW MORGAN LANDFILL CO.,INC.

New Morgan Borough, Exton Pennsylvania
610 286-6844
MINERVA ENTERPRISE INC
900 Minerva Road, Waynesburg, Ohio 46688

MEADOWFILL CORPORATION
Route 2, Box 68
Clarkesburg, West Virginia 26330
304753-9470

MAPLEWOOD RECYCLING & SANITARY LANDFILL
Route 640, Amelia County, Virginia
609 273-5818

M.C. ARNONI LANDFILL
Library, Pennsylvania

KELLY RUN LANDFILL
Elizabeth, Alleghany County, Pennsylvania
412 384-3133

IESI BLUE RIDGE LANDFILL
(Formerly R & A Bender Landfill,)
Greene Twnshp, Franklin County, Pennsylvania
717 264-4678

HAM SANITARY LANDFILL
1 Pozoo Road
Peterstown, West Virginia 24963
304-753-9470

HACKENSACK MEADOWLANDS DEVELOPMENT COMMISSION BALER FACILITY
(Use this facility only for Work performed in Hudson County New Jersey)
100 Baler Boulevard
North Arlington, New Jersey 07031

G.R.O.W.S. LANDFILL, INC.
1000 New Ford Mill Road
Morrisville, Pennsylvania 19067
215-736-9400

GREENRIDGE RECLAMATION LANDFILL
East Huntington, Westmoreland County, Pennsylvania

GRAND CENTRAL LANDFILL
Painfield, Northampton County, Pennsylvania

CONESTOGA LANDFILL (BFI)
Exton, Berks County, Pennsylvania
610 286-6844

Smith Twnshp., Mahoning County, Ohio
330 823-6220

BROWNING FERRIS INDUSTRIES (BFI)
Fall River, Pennsylvania

110 CLEAN FILL DISPOSAL SITE
136 Spagnioli Road
Melville, New York 11704

END OF APPENDIX "C"

Work on high stacks: 22% per hour additional.

BRNJ0004-001 11/01/2009

	Rates	Fringes
BRICKLAYER (Cement Mason).....	$ 36.70	23.47

BRNJ0007-003 01/01/2009

	Rates	Fringes
Marble setter.....	$ 50.53	24.00

BRNJ0007-022 06/01/2009

	Rates	Fringes
Tile finisher.....	$ 37.27	21.31
Tile setter.....	$ 46.42	24.56

Tile finisher:
Work grouting all epoxy: $10.00 additional per day.

CARP0006-009 05/01/2009

	Rates	Fringes
CARPENTER (Scaffold Builder).....	$ 39.45	49.75%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0006-010 05/01/2009

	Rates	Fringes
CARPENTER Including Acoustical Ceiling Installation, Drywall Hanging, Formwork, Batt and Blown Insulation...	$ 39.45	49.75%

CARP0029-008 05/01/2009

	Rates	Fringes
Soft floor layer.....	$ 39.45	49.75%

CARP0715-007 05/01/2009

	Rates	Fringes
Millwright.....	$ 40.27	49.75%

Work of erection and dismantling of elevators and towers,

such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

ELEC0164-006 06/01/2010

	Rates	Fringes
ELECTRICIAN (Apartments over 4 units.)	$ 48.83	53.5%
ELECTRICIAN (Including Low Voltage Wiring)		
Cable splicer	$ 54.00	54%
Electrician	$ 47.37	54%

Work on line voltage of 440 or 480 volts: 10% per hour additional.

Work from trusses, scaffolds, frames, ladders and poles, 40 ft. or more above the ground or floor (does not include work from a manlift): 20% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

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* ENGI0825-020 07/01/2010

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 41.02	25.75
GROUP 2	$ 39.43	25.75
GROUP 3	$ 37.52	25.75
GROUP 4	$ 35.89	25.75
GROUP 5	$ 34.18	25.75

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:
New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:
Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads; shall determine premium rate applicable); Trencher

GROUP 2:
Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:
Asphalt Spreader; Bulldozer;Compressor(2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:
Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:
Oiler

IRON0011-012 07/01/2009

	Rates	Fringes
Ironworkers:		
Reinforcing	$ 34.34	35.60
Structural, Ornamental	$ 37.14	35.60

LABO0222-006 05/01/2009

	Rates	Fringes
LABORER		
MASON TENDER:		
Brick/Cement/Concrete	$ 28.55	19.42

LABO0222-010 05/01/2009

	Rates	Fringes
Laborers:		
Asphalt Shoveler, Asphalt Spreader, Common or General Laborer, Landscape Laborer, Power Tool Operator and Screedman	$ 28.05	19.42

LABO1030-002 05/01/2009

	Rates	Fringes
Asbestos Removal Laborer.....	$ 28.05	16.22

The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation plants)

PAIN0711-018 05/01/2009

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	$ 35.58	17.67

PAIN0711-019 05/01/2009

	Rates	Fringes
PAINTER (Brush & Roller).....	$ 27.72	14.28
PAINTER (Spray).....	$ 30.50	14.28

PAIN0711-021 05/01/2010

	Rates	Fringes
Glazier.....	$ 40.60	17.44

Work welding or using a cutting torch:
$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing the working height of the platform is 30 ft. or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above thirty feet: $1.00 per hour additional.

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* PLAS0029-003 05/01/2010

	Rates	Fringes
PLASTERER.....	$ 40.00	21.75

PLUM0014-009 11/01/2009

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation)	$ 46.71	25.59

PLUM0274-003 05/01/2010

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation)	$ 46.96	24.44

ROOF0010-003 06/01/2009

	Rates	Fringes
ROOFER (Includes All Types of Roofs)	$ 33.00	16.22

SFNJ0696-006 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 51.00	20.61

SHEE0025-005 06/01/2008

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation)	$ 41.69	29.13

SUNJ2004-002 01/02/2009

	Rates	Fringes
ELEVATOR MECHANIC	$ 40.21	11.22
LABORER: Pipelayer	$ 38.85	0.14

TEAM0560-002 05/01/2009

	Rates	Fringes
TRUCK DRIVER		
Dump Truck	$ 32.00	22.68
Off the Road Truck	$ 31.85	22.68

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: $3.00

per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level B, C or D personal protection for any workers other than the truck driver: $1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the employee has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:

Driver of the following types of vehicle: dump; flat; float; pick-up; container hauler; fuel; water sprinkler; road oil; stringer bead; hot pass; bus; dumpcrete; transit mixer; agitator mixer; half track; winch truck; side-o-matic; dynamite; powder; x-ray; welding; skid; jeep; station wagon; stringer; A-frame; dual-purpose truck; truck with mechanical tailgate; asphalt distributor; batch truck; seeding; mulching; fertilizing; air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all trucks (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker; tow truck; utility truck; tack truck; cardex person; driver on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master pick-up (swamp cat pick-up); bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

GROUP 2:

Driver of 3-axle materials truck and float

GROUP 3:

Driver of all Euclid-type vehicles: Euclid; International Harvester; Wabco; Caterpillar; Koehring, tractor and wagon; dumpster; dump; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicle: flat, float,

I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer, and similar types of vehicle

GROUP 4:
Winch trailer driver

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

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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 (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he 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
200 Constitution Avenue, N.W.
Washington, DC 20210

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

END OF GENERAL DECISION

GENERAL DECISION: NJ20100036 07/09/2010 NJ36

Date: July 9, 2010
General Decision Number: NJ20100036 07/09/2010

Superseded General Decision Number: NJ20080036

State: New Jersey

Construction Type: Building

County: Essex County in New Jersey.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	05/07/2010
2	06/04/2010
3	07/09/2010

ASBE0032-008 09/19/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement)	$ 43.70	27.84

BRNJ0002-014 11/01/2009

	Rates	Fringes
BRICKLAYER (Including Caulking, Cleaning and Pointing)	$ 36.70	23.47

Work on high stacks: 22% per hour additional.

BRNJ0002-016 11/01/2009

	Rates	Fringes
MASON - STONE	$ 36.70	23.47

Work on high stacks: 22% per hour additional.

BRNJ0004-001 11/01/2009

	Rates	Fringes
BRICKLAYER (Cement Mason).....	$ 36.70	23.47

BRNJ0007-022 06/01/2009

	Rates	Fringes
Tile finisher.....	$ 37.27	21.31
Tile setter.....	$ 46.42	24.56

Tile finisher:
Work grouting all epoxy: $10.00 additional per day.

CARP0006-009 05/01/2009

	Rates	Fringes
CARPENTER (Scaffold Builder).....	$ 39.45	49.75%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0006-010 05/01/2009

	Rates	Fringes
CARPENTER Including Acoustical Ceiling Installation, Drywall Hanging, Formwork, Batt and Blown Insulation...	$ 39.45	49.75%

CARP0029-008 05/01/2009

	Rates	Fringes
Soft floor layer.....	$ 39.45	49.75%

CARP0715-007 05/01/2009

	Rates	Fringes
Millwright.....	$ 40.27	49.75%

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

ELEC0164-006 06/01/2010

	Rates	Fringes
ELECTRICIAN (Apartments over 4 units.)	$ 48.83	53.5%
ELECTRICIAN (Including Low Voltage Wiring)		
Cable splicer	$ 54.00	54%
Electrician	$ 47.37	54%

Work on line voltage of 440 or 480 volts: 10% per hour additional.

Work from trusses, scaffolds, frames, ladders and poles, 40 ft. or more above the ground or floor (does not include work from a manlift): 20% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

ELEV0001-003 03/17/2008

	Rates	Fringes
Elevator mechanic		
Work on the addition, replacement, refurbishing or relocation of control, drive, generating equipment, hoistway or pit equipment, including work involving a structural rise in the elevator shafts in an existing building and other elevator work in the machine room, hoistway or pit; Also, changes in design and appearance of basic escalator equipment	$ 38.46	21.565
All other work	$ 48.19	21.715

PAID HOLIDAYS:
New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

PAID VACATION:

A worker who has worked less than 5 years: 4% of his or her hourly rate for all hours worked.

A worker who has worked 5 to 10 years: 6% of his or her hourly rate for all hours worked.

A worker who has worked 15 or more years: 8% of his or her

hourly rate for all hours worked.

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* ENGI0825-020 07/01/2010

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 41.02	25.75
GROUP 2	$ 39.43	25.75
GROUP 3	$ 37.52	25.75
GROUP 4	$ 35.89	25.75
GROUP 5	$ 34.18	25.75

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:
New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:
Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

GROUP 2:
Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:
Asphalt Spreader; Bulldozer;Compressor(2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:
Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:
Oiler

IRON0011-012 07/01/2009

	Rates	Fringes
Ironworkers:		
Reinforcing	$ 34.34	35.60
Structural, Ornamental	$ 37.14	35.60

LABO0222-006 05/01/2009

	Rates	Fringes
LABORER		
MASON TENDER:		
Brick/Cement/Concrete	$ 28.55	19.42

LABO0222-009 05/01/2009

	Rates	Fringes
Laborers:		
Asphalt Shoveler, Asphalt Spreader, Common or General Laborer, Landscape Laborer, Pipelayer, Power Tool Operator and Screedman	$ 28.05	19.42

LABO1030-002 05/01/2009

	Rates	Fringes
Asbestos Removal Laborer	$ 28.05	16.22

The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation plants)

PAIN0711-018 05/01/2009

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	$ 35.58	17.67

PAIN0711-019 05/01/2009

	Rates	Fringes
PAINTER (Brush & Roller).....	$ 27.72	14.28
PAINTER (Spray).....	$ 30.50	14.28

PAIN0711-021 05/01/2010

	Rates	Fringes
Glazier.....	$ 40.60	17.44

Work welding or using a cutting torch:
$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing the working height of the platform is 30 ft. or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above thirty feet: $1.00 per hour additional.

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* PLAS0029-003 05/01/2010

	Rates	Fringes
PLASTERER.....	$ 40.00	21.75

PLUM0024-014 11/01/2009

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....	$ 46.25	26.05

PLUM0475-014 11/01/2009

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	$ 48.43	23.77

ROOF0004-011 06/01/2009

	Rates	Fringes
ROOFER (Shingles, Shake and Tile).....	$ 31.57	16.50
Roofer.....	$ 32.82	18.77

SFNJ0696-006 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 51.00	20.61

SHEE0025-005 06/01/2008

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation)	$ 41.69	29.13

SUNJ2004-007 01/02/2009

	Rates	Fringes
ROOFERS, Excluding Shingle, Shake and Tile	$ 30.21	15.25

TEAM0408-002 05/01/2008

	Rates	Fringes
TRUCK DRIVER		
Dump Truck	$ 33.00	12.16+a
Off the Road Truck	$ 32.85	12.16+a

a. Employer contributes $1304.35 per month per worker for health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: $3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: $3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: $1.00 per hour additional.

PAID HOLIDAYS:
New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

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 (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he 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
200 Constitution Avenue, N.W.
Washington, DC 20210

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

END OF GENERAL DECISION

GENERAL DECISION: NJ20100038 07/09/2010 NJ38

Date: July 9, 2010
General Decision Number: NJ20100038 07/09/2010

Superseded General Decision Number: NJ20080038

State: New Jersey

Construction Type: Building

County: Hudson County in New Jersey.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	04/16/2010
2	05/07/2010
3	05/28/2010
4	06/04/2010
5	07/09/2010

ASBE0032-008 09/19/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement)	$ 43.70	27.84

BRNJ0002-014 11/01/2009

	Rates	Fringes
BRICKLAYER (Including Caulking, Cleaning and Pointing)	$ 36.70	23.47

Work on high stacks: 22% per hour additional.

BRNJ0002-016 11/01/2009

	Rates	Fringes

MASON - STONE.....$ 36.70 23.47

Work on high stacks: 22% per hour additional.

BRNJ0007-003 01/01/2009

	Rates	Fringes
Marble setter.....	$ 50.53	24.00

BRNJ0007-022 06/01/2009

	Rates	Fringes
Tile finisher.....	$ 37.27	21.31
Tile setter.....	$ 46.42	24.56

Tile finisher:
Work grouting all epoxy: $10.00 additional per day.

CARP0006-009 05/01/2009

	Rates	Fringes
CARPENTER (Scaffold Builder).....	$ 39.45	49.75%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0006-010 05/01/2009

	Rates	Fringes
CARPENTER Including Acoustical Ceiling Installation, Drywall Hanging, Formwork, Batt and Blown Insulation...	$ 39.45	49.75%

CARP0029-008 05/01/2009

	Rates	Fringes
Soft floor layer.....	$ 39.45	49.75%

CARP0715-007 05/01/2009

	Rates	Fringes
Millwright.....	$ 40.27	49.75%

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

ELEC0164-006 06/01/2010

	Rates	Fringes
ELECTRICIAN (Apartments over 4 units.)	$ 48.83	53.5%
ELECTRICIAN (Including Low Voltage Wiring)		
Cable splicer	$ 54.00	54%
Electrician	$ 47.37	54%

Work on line voltage of 440 or 480 volts: 10% per hour additional.

Work from trusses, scaffolds, frames, ladders and poles, 40 ft. or more above the ground or floor (does not include work from a manlift): 20% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

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* ENGI0825-020 07/01/2010

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 41.02	25.75
GROUP 2	$ 39.43	25.75
GROUP 3	$ 37.52	25.75
GROUP 4	$ 35.89	25.75
GROUP 5	$ 34.18	25.75

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:
New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:
Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill);

Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

GROUP 2:
Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:
Asphalt Spreader; Bulldozer;Compressor(2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:
Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:
Oiler

IRON0011-012 07/01/2009

	Rates	Fringes
Ironworkers:		
Reinforcing	$ 34.34	35.60
Structural, Ornamental	$ 37.14	35.60

LABO0222-006 05/01/2009

	Rates	Fringes
LABORER		
MASON TENDER:		
Brick/Cement/Concrete	$ 28.55	19.42

LABO0222-010 05/01/2009

	Rates	Fringes
Laborers:		
Asphalt Shoveler, Asphalt Spreader, Common or General Laborer, Landscape Laborer, Power Tool Operator and Screedman	$ 28.05	19.42

LABO1030-002 05/01/2009

	Rates	Fringes
Asbestos Removal Laborer	$ 28.05	16.22

The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation plants)

PAIN0711-018 05/01/2009

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	$ 35.58	17.67

PAIN0711-019 05/01/2009

	Rates	Fringes
PAINTER (Brush & Roller).....	$ 27.72	14.28
PAINTER (Spray).....	$ 30.50	14.28

PAIN0711-021 05/01/2010

	Rates	Fringes
Glazier.....	$ 40.60	17.44

Work welding or using a cutting torch:
$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing the working height of the platform is 30 ft. or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above thirty feet:
$1.00 per hour additional.

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* PLAS0029-002 05/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 40.00	21.75

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* PLAS0029-003 05/01/2010

	Rates	Fringes
PLASTERER.....	$ 40.00	21.75

PLUM0014-006 11/01/2009

HUDSON COUNTY (does not include the Borough of East Newark; Towns of Harrison and Kearney)

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation)	$ 46.71	25.59

PLUM0024-015 11/01/2009

HUDSON COUNTY (Borough of East Newark; Towns of Harrison and Kearney)

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation)	$ 46.25	26.05

PLUM0274-001 05/01/2010

HUDSON COUNTY (City of Bayonne; Borough of East Newark; Towns of Guttenberg and Harrison; Cities of Hoboken and Jersey City; Town of Kearney; Township of North Bergen; Town of Secaucus; City of Union City; Township of Weehawken; Town of West New York)

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation)	$ 46.96	24.44

ROOF0004-007 06/01/2009

	Rates	Fringes
ROOFER (Includes All Types of Roofs)	$ 31.57	16.50
Roofer	$ 32.82	18.77

ROOF0008-005 06/01/2010

HUDSON COUNTY (east of the Hackensack River):

	Rates	Fringes
ROOFER (All Types)	$ 37.75	26.34

SFNJ0696-006 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 51.00	20.61

SHEE0025-005 06/01/2008

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation)	$ 41.69	29.13

SUNJ2004-009 01/02/2009

	Rates	Fringes
ELEVATOR MECHANIC	$ 40.21	11.22
LABORER: Pipelayer	$ 38.85	0.14

TEAM0560-002 05/01/2009

	Rates	Fringes
TRUCK DRIVER		
Dump Truck	$ 32.00	22.68
Off the Road Truck	$ 31.85	22.68

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level B, C or D personal protection for any workers other than the truck driver: $1.00 per hour additional.

PAID HOLIDAYS:
New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the employee has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:
Driver of the following types of vehicle: dump; flat; float; pick-up; container hauler; fuel; water sprinkler; road oil; stringer bead; hot pass; bus; dumpcrete; transit mixer; agitator mixer; half track; winch truck; side-o-matic; dynamite; powder; x-ray; welding; skid; jeep;

station wagon; stringer; A-frame; dual-purpose truck; truck with mechanical tailgate; asphalt distributor; batch truck; seeding; mulching; fertilizing; air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all trucks (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker; tow truck; utility truck; tack truck; cardex person; driver on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master pick-up (swamp cat pick-up); bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

GROUP 2:
Driver of 3-axle materials truck and float

GROUP 3:
Driver of all Euclid-type vehicles: Euclid; International Harvester; Wabco; Caterpillar; Koehring, tractor and wagon; dumpster; dump; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicle: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer, and similar types of vehicle

GROUP 4:
Winch trailer driver

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

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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 (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the
identifier do not reflect collectively bargained wage and fringe benefit

rates. Other designations indicate unions whose rates have been determined
to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he 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
200 Constitution Avenue, N.W.
Washington, DC 20210

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

END OF GENERAL DECISION

GENERAL DECISION: NJ20100041 07/09/2010 NJ41

Date: July 9, 2010
General Decision Number: NJ20100041 07/09/2010

Superseded General Decision Number: NJ20080041

State: New Jersey

Construction Type: Building

County: Middlesex County in New Jersey.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	05/07/2010
2	06/04/2010
3	07/09/2010

ASBE0032-009 09/19/2009

MIDDLESEX COUNTY (Boroughs of Carteret and Dunellen; Township of Edison; Boroughs of Highland Park, Metuchen and Middlesex; City of New Brunswick; Township of Old Bridge; City of Perth Amboy; Township of Piscataway; Borough of Sayreville; City of South Amboy; Boroughs of South Plainfield and South River; Township of Woodbridge)

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR ((includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement))	$ 43.70	27.84

ASBE0089-008 07/01/2009

MIDDLESEX COUNTY (does not include the Boroughs of Carteret and Dunellen; Township of Edison; Boroughs of Highland Park, Metuchen and Middlesex; City of New Brunswick; Township of Old Bridge; City of Perth Amboy; Township of Piscataway; Borough of Sayreville; City of South Amboy; Boroughs of South Plainfield and South River; Township of Woodbridge)

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement)	$ 37.92	26.83

PAID HOLIDAYS:
The last day prior to the Christmas and New Year's Day observed holiday: 4 hrs. pay.

BRNJ0002-015 11/01/2009

	Rates	Fringes
Bricklayer	$ 36.70	23.47

Work on high stacks: 22% per hour additional.

BRNJ0007-020 06/01/2009

MIDDLESEX COUNTY (north of Route 33)

	Rates	Fringes
Tile finisher	$ 37.27	21.31
Tile setter	$ 46.42	24.56

Tile finisher:
Work grouting all epoxy: $10.00 additional per day.

BRNJ0007-021 12/01/2007

MIDDLESEX COUNTY (south of Route 33):

	Rates	Fringes
Tile finisher	$ 33.51	16.36
Tile setter	$ 37.08	19.23

Tile finisher:
Work grouting all epoxy: $10.00 additional per day.

CARP0006-009 05/01/2009

	Rates	Fringes
CARPENTER (Scaffold Builder)	$ 39.45	49.75%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0006-011 05/01/2009

	Rates	Fringes
CARPENTER		
Including Acoustical Ceiling Installation, Drywall Hanging and Formwork	$ 39.45	49.75%

CARP0715-007 05/01/2009

	Rates	Fringes
Millwright	$ 40.27	49.75%

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

ELEC0456-008 05/31/2010

	Rates	Fringes
ELECTRICIAN (Including Low voltage Wiring)		
Cable splicer	$ 48.84	60.25%
Electrician	$ 46.04	59.75%

Work on line voltage of 440 volts and over: 10% per hour additional.

Work from trusses, scaffolds and ladders 40 ft. or more from the ground or floor; or under air pressure; or over conveyors or moving equipment or machinery: 10% per hour additional.

ELEV0001-003 03/17/2008

	Rates	Fringes
Elevator mechanic		
Work on the addition, replacement, refurbishing or relocation of control, drive, generating equipment, hoistway or pit equipment, including work involving a structural rise in the elevator		

shafts in an existing
building and other
elevator work in the
machine room, hoistway or
pit; Also, changes in
design and appearance of
basic escalator equipment...$ 38.46 21.565
All other work.....$ 48.19 21.715

PAID HOLIDAYS:
New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

PAID VACATION:

A worker who has worked less than 5 years: 4% of his or her hourly rate for all hours worked.

A worker who has worked 5 to 10 years: 6% of his or her hourly rate for all hours worked.

A worker who has worked 15 or more years: 8% of his or her hourly rate for all hours worked.

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* ENGI0825-020 07/01/2010

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 41.02	25.75
GROUP 2	$ 39.43	25.75
GROUP 3	$ 37.52	25.75
GROUP 4	$ 35.89	25.75
GROUP 5	$ 34.18	25.75

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:
New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

GROUP 2:
Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:
Asphalt Spreader; Bulldozer;Compressor(2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:
Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:
Oiler

IRON0011-011 07/01/2009

MIDDLESEX COUNTY (Northern Half of County)

	Rates	Fringes
Ironworkers:		
Reinforcing	$ 34.34	35.60
Structural, Ornamental, Rigger	$ 37.14	35.60

IRON0068-016 07/01/2009

MIDDLESEX COUNTY (Southern Half of County)

	Rates	Fringes
Ironworker		
Reinforcing	$ 32.35	34.85
Structural, Ornamental, Rigger	$ 34.35	34.85

Hazardous waste removal work, on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: $3.00 per hour additional.

LABO0222-006 05/01/2009

	Rates	Fringes
LABORER		
MASON TENDER:		
Brick/Cement/Concrete.....	$ 28.55	19.42

LABO0222-009 05/01/2009

	Rates	Fringes
Laborers:		
Asphalt Shoveler, Asphalt Spreader, Common or General Laborer, Landscape Laborer, Pipelayer, Power Tool Operator and Screedman.....	$ 28.05	19.42

LABO1030-002 05/01/2009

	Rates	Fringes
Asbestos Removal Laborer.....	$ 28.05	16.22

The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation plants)

PAIN0711-018 05/01/2009

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	$ 35.58	17.67

PAIN0711-020 05/01/2009

	Rates	Fringes
PAINTER (Brush & Roller).....	$ 27.72	14.28
PAINTER (Paperhanger).....	$ 28.42	14.36
PAINTER (Spray).....	$ 30.50	14.28

PAIN0711-021 05/01/2010

	Rates	Fringes
Glazier	$ 40.60	17.44

Work welding or using a cutting torch:
$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing the working height of the platform is 30 ft. or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above thirty feet:
$1.00 per hour additional.

PLAS0008-008 05/01/2009

	Rates	Fringes
Plasterer	$ 32.90	23.35

PLAS0592-036 11/01/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 36.75	24.63

PLUM0009-021 03/01/2010

MIDDLESEX COUNTY (does not include the Boroughs of Dunellen and Middlesex; Township of Piscataway; Borough of South Plainfield)

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation)	$ 43.53	27.65
Service and Repair	$ 32.03	16.53
PLUMBER (Excluding HVAC Pipe Installation)	$ 43.53	27.65
Service and Repair	$ 32.03	16.53

PLUM0024-016 11/01/2009

MIDDLESEX COUNTY (Boroughs of Dunellen and Middlesex; Township of Piscataway; Borough of South Plainfield)

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation)	$ 46.25	26.05

PLUM0475-016 11/01/2009

MIDDLESEX COUNTY (Boroughs of Dunellen and Middlesex; Township of Piscataway; Borough of South Plainfield)

	Rates	Fringes

PIPEFITTER (Including HVAC
Pipe Installation).....$ 48.43 23.77

ROOF0004-008 06/01/2009

MIDDLESEX COUNTY (north and east of Route #18)

	Rates	Fringes
ROOFER (Includes All Types of Roofs)	$ 31.57	16.50
Roofer	$ 32.82	18.77

ROOF0030-030 05/01/2009

MIDDLESEX COUNTY (south and west of Route #18)

	Rates	Fringes
Roofer		
SHINGLES	$ 23.25	13.77
SLATE AND TILE	$ 26.25	13.77
ALL OTHER WORK	$ 30.00	22.70

Mopper, and operator of felt-laying machine: $.50 per hour additional.

Work applying roofing material, on any new construction job, on those days on which a felt-laying machine or slag-dispensing machine is used: $.50 per hour additional.

PAID HOLIDAY:
The last working day before Christmas, to be paid at the rate of four hours pay.

SFNJ0669-009 01/01/2010

MIDDLESEX COUNTY (Princeton, South Brunswick and Monroe Townships)

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 45.25	18.85

SFNJ0696-005 01/01/2010

MIDDLESEX COUNTY (Remainder of County)

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 51.00	20.61

SHEE0027-010 06/01/2009

	Rates	Fringes

SHEET METAL WORKER (Including
HVAC Duct Installation).....$ 41.61 29.49

TEAM0469-005 05/01/2008

	Rates	Fringes
Truck drivers:		
Dump Truck.....	$ 33.00	19.185
Off the Road Truck.....	$ 32.85	19.185

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site where the worker is not working in a zone requiring Level A, B or C personal protection: $1.00 per hour additional.

PAID HOLIDAYS:
New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

VACATION PAY CREDIT:
Workers working or receiving pay for 80 days within a year receive one week paid vacation (48 hours); 125 days receive two weeks paid vacation (96 hours); 145 days receive 15 days paid vacation (120 hours); 15 years seniority and 145 days receive 4 weeks paid vacation (160 hours).

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

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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 (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the
identifier do not reflect collectively bargained wage and

fringe benefit
rates. Other designations indicate unions whose rates have been determined
to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he 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
200 Constitution Avenue, N.W.
Washington, DC 20210

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

END OF GENERAL DECISION

GENERAL DECISION: NJ20100045 07/09/2010 NJ45

Date: July 9, 2010
General Decision Number: NJ20100045 07/09/2010

Superseded General Decision Number: NJ20080045

State: New Jersey

Construction Type: Building

County: Passaic County in New Jersey.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	05/07/2010
2	05/28/2010
3	07/09/2010

ASBE0032-008 09/19/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement)	$ 43.70	27.84

BRNJ0002-014 11/01/2009

	Rates	Fringes
BRICKLAYER (Including Caulking, Cleaning and Pointing)	$ 36.70	23.47

Work on high stacks: 22% per hour additional.

BRNJ0002-016 11/01/2009

	Rates	Fringes
MASON - STONE	$ 36.70	23.47

Work on high stacks: 22% per hour additional.

BRNJ0004-001 11/01/2009

	Rates	Fringes
BRICKLAYER (Cement Mason).....	$ 36.70	23.47

BRNJ0007-003 01/01/2009

	Rates	Fringes
Marble setter.....	$ 50.53	24.00

BRNJ0007-022 06/01/2009

	Rates	Fringes
Tile finisher.....	$ 37.27	21.31
Tile setter.....	$ 46.42	24.56

Tile finisher:
Work grouting all epoxy: $10.00 additional per day.

CARP0006-009 05/01/2009

	Rates	Fringes
CARPENTER (Scaffold Builder).....	$ 39.45	49.75%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0006-010 05/01/2009

	Rates	Fringes
CARPENTER Including Acoustical Ceiling Installation, Drywall Hanging, Formwork, Batt and Blown Insulation...	$ 39.45	49.75%

CARP0029-008 05/01/2009

	Rates	Fringes
Soft floor layer.....	$ 39.45	49.75%

CARP0715-007 05/01/2009

	Rates	Fringes
Millwright.....	$ 40.27	49.75%

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material

elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

ELEC0102-023 06/01/2009

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring)		
Cable splicer	$ 51.55	51.25%
Electrician	$ 46.86	51.25%

Work forty ft. or more above the ground or protective rigging (does not apply to pole work, or to use of a manlift or high reach-type lift): 10% per hour additional.

Work with, or the removal of, asbestos materials: 114% times the journeyman rate.

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* ENGI0825-020 07/01/2010

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 41.02	25.75
GROUP 2	$ 39.43	25.75
GROUP 3	$ 37.52	25.75
GROUP 4	$ 35.89	25.75
GROUP 5	$ 34.18	25.75

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:
New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:
Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd.

and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

GROUP 2:
Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:
Asphalt Spreader; Bulldozer;Compressor(2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:
Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:
Oiler

IRON0011-012 07/01/2009

	Rates	Fringes
Ironworkers:		
Reinforcing	$ 34.34	35.60
Structural, Ornamental	$ 37.14	35.60

LABO0222-006 05/01/2009

	Rates	Fringes
LABORER		
MASON TENDER:		
Brick/Cement/Concrete	$ 28.55	19.42

LABO0222-010 05/01/2009

	Rates	Fringes
Laborers:		
Asphalt Shoveler, Asphalt Spreader, Common or General Laborer, Landscape Laborer, Power Tool Operator and Screedman	$ 28.05	19.42

LABO1030-002 05/01/2009

	Rates	Fringes
Asbestos Removal Laborer	$ 28.05	16.22

The removal, abatement, enclosure and decontamination of

personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation plants)

PAIN0711-018 05/01/2009

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	$ 35.58	17.67

PAIN0711-019 05/01/2009

	Rates	Fringes
PAINTER (Brush & Roller).....	$ 27.72	14.28
PAINTER (Spray).....	$ 30.50	14.28

PAIN0711-021 05/01/2010

	Rates	Fringes
Glazier.....	$ 40.60	17.44

Work welding or using a cutting torch:
$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing the working height of the platform is 30 ft. or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above thirty feet: $1.00 per hour additional.

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* PLAS0029-003 05/01/2010

	Rates	Fringes
PLASTERER.....	$ 40.00	21.75

PLUM0014-009 11/01/2009

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....	$ 46.71	25.59

PLUM0274-008 05/01/2010

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation)	$ 46.96	24.44

ROOF0010-003 06/01/2009

	Rates	Fringes
ROOFER (Includes All Types of Roofs)	$ 33.00	16.22

SFNJ0696-006 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 51.00	20.61

SHEE0025-005 06/01/2008

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation)	$ 41.69	29.13

SUNJ2004-016 01/02/2009

	Rates	Fringes
ELEVATOR MECHANIC	$ 40.21	11.22
LABORER: Pipelayer	$ 38.85	0.14

TEAM0560-002 05/01/2009

	Rates	Fringes
TRUCK DRIVER		
Dump Truck	$ 32.00	22.68
Off the Road Truck	$ 31.85	22.68

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level B, C or D personal protection for any workers other than the truck driver: $1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the employee has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:

Driver of the following types of vehicle: dump; flat; float; pick-up; container hauler; fuel; water sprinkler; road oil; stringer bead; hot pass; bus; dumpcrete; transit mixer; agitator mixer; half track; winch truck; side-o-matic; dynamite; powder; x-ray; welding; skid; jeep; station wagon; stringer; A-frame; dual-purpose truck; truck with mechanical tailgate; asphalt distributor; batch truck; seeding; mulching; fertilizing; air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all trucks (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker; tow truck; utility truck; tack truck; cardex person; driver on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master pick-up (swamp cat pick-up); bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

GROUP 2:

Driver of 3-axle materials truck and float

GROUP 3:

Driver of all Euclid-type vehicles: Euclid; International Harvester; Wabco; Caterpillar; Koehring, tractor and wagon; dumpster; dump; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicle: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer, and similar types of vehicle

GROUP 4:
Winch trailer driver

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

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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 (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he 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
200 Constitution Avenue, N.W.
Washington, DC 20210

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

END OF GENERAL DECISION

GENERAL DECISION: NJ20100049 07/09/2010 NJ49

Date: July 9, 2010
General Decision Number: NJ20100049 07/09/2010

Superseded General Decision Number: NJ20080049

State: New Jersey

Construction Type: Building

County: Union County in New Jersey.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	05/07/2010
2	07/09/2010

ASBE0032-008 09/19/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement).....	$ 43.70	27.84

BRNJ0002-014 11/01/2009

	Rates	Fringes
BRICKLAYER (Including Caulking, Cleaning and Pointing).....	$ 36.70	23.47

Work on high stacks: 22% per hour additional.

BRNJ0002-016 11/01/2009

	Rates	Fringes
MASON - STONE.....	$ 36.70	23.47

Work on high stacks: 22% per hour additional.

BRNJ0004-001 11/01/2009

	Rates	Fringes
BRICKLAYER (Cement Mason).....	$ 36.70	23.47

BRNJ0007-022 06/01/2009

	Rates	Fringes
Tile finisher.....	$ 37.27	21.31
Tile setter.....	$ 46.42	24.56

Tile finisher:
Work grouting all epoxy: $10.00 additional per day.

CARP0006-009 05/01/2009

	Rates	Fringes
CARPENTER (Scaffold Builder).....	$ 39.45	49.75%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0006-010 05/01/2009

	Rates	Fringes
CARPENTER Including Acoustical Ceiling Installation, Drywall Hanging, Formwork, Batt and Blown Insulation...	$ 39.45	49.75%

CARP0006-012 05/01/2009

	Rates	Fringes
CARPENTER (Installer, Metal Stud).....	$ 39.45	49.75%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0029-008 05/01/2009

	Rates	Fringes
Soft floor layer.....	$ 39.45	49.75%

CARP0715-007 05/01/2009

	Rates	Fringes
Millwright.....	$ 40.27	49.75%

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

ELEC0102-023 06/01/2009

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring)		
Cable splicer	$ 51.55	51.25%
Electrician	$ 46.86	51.25%

Work forty ft. or more above the ground or protective rigging (does not apply to pole work, or to use of a manlift or high reach-type lift): 10% per hour additional.

Work with, or the removal of, asbestos materials: 114% times the journeyman rate.

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* ENGI0825-020 07/01/2010

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 41.02	25.75
GROUP 2	$ 39.43	25.75
GROUP 3	$ 37.52	25.75
GROUP 4	$ 35.89	25.75
GROUP 5	$ 34.18	25.75

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:
New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:
Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle

traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

GROUP 2:
Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:
Asphalt Spreader; Bulldozer;Compressor(2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:
Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:
Oiler

IRON0011-012 07/01/2009

	Rates	Fringes
Ironworkers:		
Reinforcing	$ 34.34	35.60
Structural, Ornamental	$ 37.14	35.60

LABO0222-006 05/01/2009

	Rates	Fringes
LABORER		
MASON TENDER:		
Brick/Cement/Concrete	$ 28.55	19.42

LABO0222-009 05/01/2009

	Rates	Fringes
Laborers:		
Asphalt Shoveler, Asphalt Spreader, Common or General Laborer, Landscape Laborer, Pipelayer, Power Tool Operator and Screedman	$ 28.05	19.42

LABO1030-002 05/01/2009

	Rates	Fringes

Asbestos Removal Laborer.....$ 28.05 16.22

The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation plants)

PAIN0711-018 05/01/2009

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	$ 35.58	17.67

PAIN0711-021 05/01/2010

	Rates	Fringes
Glazier.....	$ 40.60	17.44

Work welding or using a cutting torch:
$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing the working height of the platform is 30 ft. or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above thirty feet: $1.00 per hour additional.

PAIN0711-022 05/01/2009

	Rates	Fringes
PAINTER (Spray).....	$ 30.50	14.28

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* PLAS0029-003 05/01/2010

	Rates	Fringes
PLASTERER.....	$ 40.00	21.75

PLUM0024-014 11/01/2009

	Rates	Fringes

PLUMBER (Excluding HVAC Pipe Installation)	$ 46.25	26.05

PLUM0475-014 11/01/2009

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation)	$ 48.43	23.77

ROOF0004-007 06/01/2009

	Rates	Fringes
ROOFER (Includes All Types of Roofs)	$ 31.57	16.50
Roofer	$ 32.82	18.77

SFNJ0696-006 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 51.00	20.61

SUNJ2004-020 01/02/2009

	Rates	Fringes
PAINTER: Brush & Roller	$ 32.91	5.77
SHEETMETAL WORKER, Including HVAC Duct Installation	$ 54.72	0.00

TEAM0408-002 05/01/2008

	Rates	Fringes
TRUCK DRIVER		
Dump Truck	$ 33.00	12.16+a
Off the Road Truck	$ 32.85	12.16+a

a. Employer contributes $1304.35 per month per worker for health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: $3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: $3.00 per hour additional.

Hazardous waste removal work, where the worker is not working

in a zone requiring Level A, B or C personal protection: $1.00 per hour additional.

PAID HOLIDAYS:
New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

TEAM0469-006 05/01/2008

Union County (South of Wood Ave.)

	Rates	Fringes
Truck drivers:		
Dump Truck.....	$ 33.00	19.185
Off the Road Truck.....	$ 32.85	19.185

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site where the worker is not working in a zone requiring Level A, B or C personal protection: $1.00 per hour additional.

PAID HOLIDAYS:
New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

VACATION PAY CREDIT:
Workers working or receiving pay for 80 days within a year receive one week paid vacation (48 hours); 125 days receive two weeks paid vacation (96 hours); 145 days receive 15 days paid vacation (120 hours); 15 years seniority and 145 days receive 4 weeks paid vacation (160 hours).

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

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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 (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the
identifier do not reflect collectively bargained wage and fringe benefit
rates. Other designations indicate unions whose rates have been determined
to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he 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
200 Constitution Avenue, N.W.
Washington, DC 20210

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

END OF GENERAL DECISION

GENERAL DECISION: NJ20100003 07/09/2010 NJ3

Date: July 9, 2010
General Decision Number: NJ20100003 07/09/2010

Superseded General Decision Number: NJ20080003

State: New Jersey

Construction Type: Highway

Counties: Bergen, Essex, Hudson, Hunterdon, Middlesex, Morris, Passaic, Somerset, Sussex, Union and Warren Counties in New Jersey.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	06/04/2010
4	07/02/2010
5	07/09/2010

BRNJ0002-005 11/01/2009

BERGEN, ESSEX AND HUDSON COUNTIES; HUNTERDON COUNTY (north and west of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (Borough of Dunellen; Township of Edison (Town of Oak Tree only); Township of Piscataway (Town of New Market only); Borough of South Plainfield); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, following Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south on Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line); SUSSEX, UNION AND WARREN COUNTIES:

Rates Fringes

Bricklayer.....$ 36.70 23.47

Work 100 degrees F. and over:
to be paid at the rate of double time.

Work on high stacks:
22% per hour additional.

BRNJ0002-006 11/01/2009

HUNTERDON COUNTY (south and east of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (does not include the Borough of Dunellen; Township of Edison (Town of Oak Tree); Township of Piscataway (Town of New Market); Borough of South Plainfield); SOMERSET COUNTY (south of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south along Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line):

	Rates	Fringes
Bricklayer	$ 36.70	23.47

Work 100 degrees F. and over:
to be paid at the rate of double time.

Work on high stacks:
22% per hour additional.

BRNJ0002-008 11/01/2009

BERGEN, ESSEX AND HUDSON COUNTIES; HUNTERDON COUNTY (north and west of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (Borough of Dunellen; Township of Edison (Town of Oak Tree only); Township of Piscataway (Town of New Market only); Borough of South Plainfield); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY

(north of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south on Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
CEMENT MASON.....	$ 36.70	23.47

Cement mason:
Epoxy, acid and latex work: $.50 per hour additional.

BRNJ0002-009 11/01/2009

HUNTERDON COUNTY (south and east of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (does not include the Borough of Dunellen; Township of Edison (Town of Oak Tree); Township of Piscataway (Town of New Market); Borough of South Plainfield); SOMERSET COUNTY (south of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south along Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line):

	Rates	Fringes
CEMENT MASON.....	$ 36.70	23.47

Cement mason:
Epoxy, acid and latex work: $.50 per hour additional.

CARP0006-008 05/01/2009

	Rates	Fringes
CARPENTER.....	$ 39.45	49.75%

CARP1456-002 05/01/2008

	Rates	Fringes
Piledriver		
Concrete form work.....	$ 37.00	27.02
All other work.....	$ 37.00	32.90

Work on land pile driving, while handling and working with creosote and creosote-impregnated products: $.25 per hour additional.

Work on hazardous/toxic/contaminated waste removal, on a hazardous/toxic/contaminated waste site, where the worker comes into contact with hazardous/toxic/contaminated waste material, and when A, B or C personal protective equipment is required and used for respiratory, skin or eye protection: 20% per hour additional.

ELEC0102-001 06/02/2008

HUNTERDON COUNTY (Townships of Alexandria and Bethlehem; Boroughs of Bloomsbury and Califon; Town of Clinton; Township of Clinton; Township of Delaware (west of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (east of State Hwy. 31); Township of Franklin; Boroughs of Frenchtown, Glen Gardner, Hampton and High Bridge; Townships of Holland and Kingwood; Borough of Lebanon; Township of Lebanon; Borough of Milford; Township of Raritan (east of State Hwy. 31 and north of County Route 523); Townships of Readington, Tewksbury and Union); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (does not include the Township of Franklin east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line; does not include the Township of Montgomery west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
Line construction:		
High-tension pipe-type cable installation:		
Cable splicer	$ 50.15	50.75%
Ground person	$ 26.496	51%
Groundman	$ 27.36	50.75%
Line technician; equipment operator; x-ray technician; equipment repair person; equipment service person; hole-digging equipment operator; truck with winch or pole and steel hand; truck without winch	$ 44.16	51%
Line technician-welder	$ 47.87	50.75%
Lineman; equipment operator; x-ray technician; equipment repair person; equipment service person; hole-digging equipment operator; truck with winch or pole and steel hand; truck without winch	$ 45.59	50.75%
All other work:		
Cable splicer	$ 50.15	50.75%
Ground person	$ 26.496	51%
Groundman	$ 27.36	50.75%
Line technician; equipment operator	$ 44.16	51%
Line technician-welder	$ 47.87	50.75%
Lineman; equipment operator	$ 45.59	50.75%

Work with, or the removal of, asbestos materials: 114% times the journeyman rate.

ELEC0102-002 06/01/2009

HUNTERDON COUNTY (Townships of Alexandria and Bethlehem; Boroughs of Bloomsbury and Califon; Town of Clinton; Township of Clinton; Township of Delaware (west of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (east of State Hwy. 31); Township of Franklin; Boroughs of Frenchtown, Glen Gardner, Hampton and High Bridge; Townships of Holland and Kingwood; Borough of Lebanon; Township of Lebanon; Borough of Milford; Township of Raritan (east of State Hwy. 31 and north of County Route 523); Townships of Readington, Tewksbury and Union); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (does not include the Township of Franklin east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and

Raritan Canal; then, south along the canal to the Middlesex County line; does not include the Township of Montgomery west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
Electricians:		
All other work:		
Cable splicer.....	$ 51.55	51.25%
Electrician.....	$ 46.96	49.5%

Work forty ft. or more above the ground or protective rigging (does not apply to pole work, or to use of a manlift or high reach-type lift): 10% per hour additional.

Work with, or the removal of, asbestos materials: 114% times the journeyman rate.

ELEC0164-002 06/01/2010

BERGEN, ESSEX AND HUDSON COUNTIES:

	Rates	Fringes
Electricians:		
Electrician.....	$ 48.83	53.5%
All other work:		
Cable splicer.....	$ 54.00	54%
Electrician on radio tower work.....	$ 55.54	54%
Electrician.....	$ 47.37	54%

Work on line voltage of 440 or 480 volts: 10% per hour additional.

Work from trusses, scaffolds, frames, ladders and poles, 40 ft. or more above the ground or floor (does not include work from a manlift): 20% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

ELEC0164-010 06/02/2008

BERGEN, ESSEX AND HUDSON COUNTIES:

	Rates	Fringes
Line construction:		
Cable splicer.....	$ 54.00	54%
Groundman (includes empty conduit installations on roadways).....	$ 30.75	54%

Layout Man.....$ 50.03 54%
Lineman; lineman-welder; x-ray technician; equipment repairman; equipment serviceman.....$ 45.90 54%

Work on live wires of 440 or 480 volts: 10% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

ELEC0269-010 10/01/2006

HUNTERDON COUNTY (Township of Delaware (east of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (west of State Hwy. 31); Borough of Flemington; City of Lambertville; Township of Raritan (west of State Hwy. 31 and south of County Route 523); Borough of Stockton; Township of West Amwell); SOMERSET COUNTY (Township of Montgomery (west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line):

	Rates	Fringes
Electrician.....	$ 44.48	51.3% + .25

ELEC0269-013 10/01/2006

HUNTERDON COUNTY (Township of Delaware (east of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (west of State Hwy. 31); Borough of Flemington; City of Lambertville; Township of Raritan (west of State Hwy. 31 and south of County Route 523); Borough of Stockton; Township of West Amwell); SOMERSET COUNTY (Township of Montgomery (west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line):

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Ground person; truck with winch operator.....	$ 35.58	47.3%
Line technician; cable splicer; heavy equipment operator.....	$ 44.48	47.3%
All other work:		

Ground person; truck with winch operator	$ 35.58	47.3%
Line technician; cable splicer; heavy equipment operator	$ 44.48	47.3%

ELEC0456-001 05/31/2010

MIDDLESEX COUNTY; SOMERSET COUNTY (Township of Franklin (east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line)):

	Rates	Fringes
Electricians:		
Cable splicer	$ 48.84	60.25%
Electrician	$ 46.04	59.75%

Work on line voltage of 440 volts and over: 10% per hour additional.

Work from trusses, scaffolds and ladders 40 ft. or more from the ground or floor; or under air pressure; or over conveyors or moving equipment or machinery: 10% per hour additional.

ELEC0456-002 06/01/2009

MIDDLESEX COUNTY; SOMERSET COUNTY (Township of Franklin (east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line)):

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Cable splicer; crane operator	$ 48.85	54.75%
Cable splicer	$ 50.59	59%
Crane Operator	$ 49.69	59%
Ground person (when installing conduit on public roadways)	$ 25.94	54.75%
Ground person; winch operator	$ 42.44	54.75%
Groundman (when installing conduit on public roadways)	$ 26.86	59%

Groundman; winch operator	$ 43.98	59%
Line technician; x-ray technician; equipment repair person; equipment serviceperson; electrical installation worker; hole-digging equipment operator; truck operator with winch or pole; truck operator without winch	$ 44.77	59%
All other work:		
Cable splicer; crane operator	$ 48.85	54.75%
Cable splicer	$ 50.59	59%
Crane Operator	$ 49.69	59%
Ground person (when installing conduit on public roadways)	$ 25.94	54.75%
Ground person; winch operator	$ 42.44	54.75%
Groundman (when installing conduit on public roadways)	$ 26.86	59%
Groundman43.98; winch operator	$ 42.44	59%
Line technician	$ 44.77	59%

ENGI0825-004 07/01/2010

	Rates	Fringes
Power equipment operators:		
Steel erection:		
GROUP 1	$ 41.54	25.75
GROUP 2	$ 40.63	25.75
GROUP 3	$ 42.40	25.75
GROUP 4	$ 38.34	25.75
GROUP 5	$ 35.68	25.75
GROUP 6	$ 34.15	25.75
GROUP 7	$ 32.39	25.75

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:
New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:
Cranes (all cranes, land or floating with boom including jib, 140 ft. and over, above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, 140 ft. and over, above ground)

GROUP 2:
Cranes (all cranes, land or floating with boom including jib, less than 140 ft. above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, less than 140 ft. above ground)

GROUP 3:
Helicopter pilot

GROUP 4:
"A" frame; cherry picker (10 ton and under); hoist (all types of hoist, including steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type of hoisting machine, portable or stationary, except Chicago boom type); jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); side boom; straddle carrier

GROUP 5:
Aerial platform used as a hoist; compressor, two or three in battery; directional boring machine; elevator or house car; concrete cleaning/decontamination machine operator, decontamination and remediation work only; conveyor and tugger hoist; firefighter; forklift; generator, two or three in battery; heavy equipment robotic operator/technician, decontamination and remediation work only; maintenance, utility person; master environmental maintenance technician, decontamination and remediation work only; rod bending machine (power); ultra high-pressure waterjet cutting tool system operator/maintenance technician, decontamination and remediation work only; vacuum blasting machine operator/maintenance technician, decontamination and remediation work only; welding machine (gas or electric, two or three in battery, including diesel); captain, power boat; tug master, power boat; oiler, with either one compressor or one welding machine

GROUP 6:
Compressor, single; off-road back dump; welding machine (single, gas, diesel and electric converters of any type); welding system, multiple (rectifier, transformer type); generator, single

GROUP 7:
Oiler; deckhand

ENGI0825-009 07/01/2010

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 41.02	25.75
GROUP 2	$ 39.43	25.75
GROUP 3	$ 37.52	25.75
GROUP 4	$ 35.89	25.75
GROUP 5	$ 34.18	25.75
GROUP 6	$ 42.74	25.75

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:
New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:
Autograde - combination subgrader; base metal spreader and base trimmer (CMI and similar types); autograde placer - trimmer spreader combination (CMI and similar types); autograde slipform paver (CMI and similar types); backhoe; central power plant (all types); concrete paving machine; crane (all types, including overhead and straddle traveling type); crane, gantry; derrick (land, floating or Chicago boom type); drillmaster, quarrymaster (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); dragline; elevating grader; front end loader (5 cu. yd. and over); gradall; grader, raygo; locomotive (large); mucking machine; pavement and concrete breaker (superhammer and hoe ram); pile driver (length of boom, including length of leads, shall determine premium rate applicable); roadway surface grinder; scooper (loader and shovel); shovel; tree chopper with boom; trench machine (cable plow)

GROUP 2:
"A" frame/backhoe combination; boom attachment on loader (rate based on size of bucket, not applicable to pipehook); boring and drilling machine; brush chopper, shredder and tree shredder; carryall; concrete pump; concrete pumping system, pumpcrete and similar type; conveyor, 125 ft. and over; drill doctor, including dust collecting and maintenance work); front end loader (2 cu. yd. but less

than 5 cu. yd.); grader (finish); groove cutting machine (ride-on type); heater planer; hoist (all types of hoist, shall also include steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, snorkel roof, and/or any other similar type hoisting machine, portable or stationary, except Chicago boom type) (if hoist is "outside material tower hoist", long boom rate is to be applied); hydraulic crane, 10 tons and under; hydro-axe; hydro-blaster; jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); log skidder; pan; pavers (all) (concrete); plate and frame filter press; pumpcrete machine; squeezecrete; concrete pump (regardless of size); scraper; side boom; straddle carrier, Ross and similar type; whip hammer; winch truck (hoisting)

GROUP 3:

Asphalt curbing machine; asphalt plant engineer; asphalt spreader; autograde tube finishing and texturing machine (CMI and similar types); autograde curecrete machine (CMI and similar types); autograde curb trimmer and sidewalk, shoulder, slipform (CMI and similar types); bar bending machine (power); batcher; batching plant and crusher on site; belt conveyor system; boom-type skimmer machine; bridge deck finisher; bulldozers (all); car dumper (railroad); compressor and blower-type unit (used independently or mounted on dual-purpose truck, on jobsite or in conjunction with jobsite, in loading and unloading of concrete, cement, fly ash, instantcrete, or similar type materials); compressor (2 or 3) (in battery) (within 100 ft.); concrete cleaning/decontamination machine operator, when used for decontamination and remediation; concrete finishing machine; concrete saw and cutter (ride-on type); concrete spreader, hetzel, rexomatic and similar type; concrete vibrator; conveyor, under 125 ft.; crushing machine; directional boring machine; ditching machine, small (Ditchwitch, Vermeer or similar type); dope pot (mechanical with or without pump); dumpster; elevator; firefighter; forklift (Economobile, Lull and similar type of equipment); front end loader (1 cu. yd. and over but less than 2 cu. yd.); generator (2 or 3) (in battery) (within 100 ft.); giraffe grinder; grader and motor patrol; gunite machine (does not include nozzle); hammer, vibratory (in conjunction with generator); heavy equipment robotic operator/technician, when used for decontamination and remediation; hoist (roof, tugger, aerial platform hoist and house cars); hopper; hopper door (power-operated); ladder (motorized); laddervator; locomotive, dinky type; maintenance, utility person; master environmental maintenance technician, when used for decontamination and remediation; mechanic; mixer (except paving mixer); pavement breaker, small, self-propelled ride-on type (also maintains compressor on hydraulic unit); pavement breaker, truck-mounted; pipe bending machine (power); pitch pump; plaster pump, regardless of size; posthole digger (post pounder and auger); rod bending machine (power); roller, blacktop; scale, power; seaman pulverizing mixer; shoulder

widener; silo; skimmer machine (boom type); steel cutting machine, servicing and maintaining; tractor; captain, power boat; tug master, power boat; ultra high-pressure waterjet cutting tool system operator/maintenance technician, when used for decontamination and remediation; vacuum blasting machine operator/maintenance technician, when used for decontamination and remediation; vibrating plant (used in conjunction with unloading); welder and repair mechanic

GROUP 4:
Broom and sweeper; chipper; compressor (single); concrete spreader (small type); conveyor loader (does not include elevating grader); engine, large diesel (1620 H.P.) and staging pump; farm tractor; fertilizing equipment (operation and maintenance of); fine grade machine (small type); form line grader (small type); front end loader (under 1 cu. yd.); generator (single); grease, gas, fuel and oil supply truck; heater (Nelson or other type including propane, natural gas or flow-type unit); lights (portable generating light plant); mixer, concrete, small; mulching equipment (operation and maintenance of); off-road back dump; pump (4-in. suction and over, including submersible pump); pump (diesel engine and hydraulic) (immaterial of power); road finishing machine (small type); roller, grade, fill or stone base; seeding equipment (operation and maintenance of); sprinkler and water pump truck; steam jenny and boiler; stone spreader; tamping machine, vibrating ride-on; temporary heating plant (Nelson or other type, including propane, natural gas or flow-type unit); welding machine (gas, diesel, and/or electric converter of any type) (single, or two or three in a battery) (within 100 ft.); welding system, multiple (rectifier, transformer type); wellpoint system

GROUP 5:
Oiler; tire repair and maintenance

GROUP 6:
Helicopter pilot; helicopter engineer

IRON0011-002 07/01/2009

BERGEN, ESSEX, HUDSON AND HUNTERDON COUNTIES; MIDDLESEX COUNTY (north half); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north half); SUSSEX AND UNION COUNTIES:

	Rates	Fringes
Ironworkers:		
Reinforcing	$ 34.34	35.60
Structural	$ 37.14	35.60

IRON0036-003 07/01/2009

WARREN COUNTY

	Rates	Fringes

Ironworkers:.....$ 34.05 22.42

IRON0068-004 07/01/2009

MIDDLESEX COUNTY (south half); SOMERSET COUNTY (south half):

	Rates	Fringes
Ironworker.....	$ 34.35	34.85

Hazardous waste removal work, on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: $3.00 per hour additional.

LABO0172-005 03/01/2010

	Rates	Fringes
Laborers:		
GROUP 1.....	$ 30.85	20.40
GROUP 2.....	$ 31.55	20.40
GROUP 3.....	$ 31.80	20.40
GROUP 4.....	$ 35.35	20.40

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where the worker is not required to wear Level A, B, or C personal protection: $1.00 per hour additional.

PAID HOLIDAYS:
New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

DEFINITION OF GROUPS:

GROUP 1:
Basic laborer; landscape laborer; railroad track laborer; utility meter installer; traffic director/flag person; salamander tender; pit person; dump person; asphalt laborer (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); slurry seal laborer (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); raker and tamper on cold patch work; wrapper and

coater of pipe; waterproofing laborer; timber person; powder carrier; magazine tender; signal person; power buggy operator; tree cutter; and the operation of such other basic power tools used to perform work usually done manually by laborers

GROUP 2:
Pipelayer; laser person; conduit and duct line layer; jackhammer; chipping hammer; pavement breaker; concrete cutter; asphalt cutter; sheet hammer operator; sandblasting, acetylene cutting and burning; wagon drill operator; directional drill operator; hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker/lute person (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); walk-behind saw cutter

GROUP 3:
Finisher; rammer; setter of brick or stone pavers; hardscaping; gunite nozzle person; stonecutter; form setter; manhole; catch basin and inlet builder; asphalt screedperson (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties)

GROUP 4:
Blaster

LAB00172-006 03/01/2010

MIDDLESEX COUNTY (south of the Raritan River):

	Rates	Fringes
Laborers:		
ASPHALT WORK:		
GROUP 1	$ 31.65	20.40
GROUP 2	$ 31.25	20.40
GROUP 3	$ 31.50	20.40
GROUP 4	$ 31.35	20.40
GROUP 5	$ 31.55	20.40

PAID HOLIDAYS:
New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days, consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

DEFINITION OF GROUPS:

GROUP 1:
Head raker

GROUP 2:
Painter, shoveler, roller person, kettle person, smother person, tamper

GROUP 3:
Raker, screed person, lute person

GROUP 4:
Milling controller

GROUP 5:
Traffic control coordinator

PAIN0711-009 05/01/2009

	Rates	Fringes
Painters:		
Work on bridges (all bridges that span major waterways, railroad bridges, bridges over canyons, overpasses)	$ 46.50	19.13

PAIN0711-014 05/01/2009

	Rates	Fringes
Painters:		
All other work:		
Brush and roller	$ 35.37	17.19
Spray	$ 38.91	17.19

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* PLAS0029-001 05/01/2010

BERGEN, ESSEX, HUDSON, MORRIS, PASSAIC, SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
CEMENT MASON	$ 40.00	21.75

Cement masons:
Work on suspended staging, not supported from the ground: $.50 per hour additional.

PLAS0592-030 11/01/2009

HUNTERDON, MIDDLESEX, SOMERSET AND UNION COUNTIES:

	Rates	Fringes
Cement mason	$ 36.75	24.63

TEAM0408-001 05/01/2009

ESSEX, MORRIS, SUSSEX AND UNION COUNTIES:

	Rates	Fringes
Truck drivers:		
Group 1	$ 34.10	12.96+a
Group 2	$ 34.00	12.96+a
Group 3	$ 33.90	12.96+a
Group 4	$ 33.85	12.96+a

a. Employer contributes $1304.35 per month per worker for health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: $3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: $3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: $1.00 per hour additional.

PAID HOLIDAYS:
New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:
Winch trailer driver

GROUP 2:
Drivers of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring, tractor and wagon; dumpster; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicles: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer and similar types of vehicle

GROUP 3:
Driver on straight three-axle materials: truck and float

GROUP 4:
Truck driver; driver of the following types of vehicles: dump, flat, float, pick-up, container hauler, fuel, water sprinkler, road oil, stringer bead, hot pass, bus, dumpcrete, transit mixer, agitator mixer, half track, winch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, A-frame, dual purpose truck, truck with mechanical tailgate, asphalt distributor, batch truck, seeding, mulching, fertilizing, air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all truck (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker or tow truck; utility truck; tack truck; lift truuk; cardex person; drivers on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master pick-up (swamp cat pick-up), bucket loader, dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

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TEAM0469-001 05/01/2009

HUNTERDON, MIDDLESEX AND SOMERSET COUNTIES; UNION COUNTY (south of Wood Ave.); WARREN COUNTY:

	Rates	Fringes
Truck drivers:		
Group 1	$ 34.10	20.585
Group 2	$ 34.00	20.585
Group 3	$ 33.90	20.585
Group 4	$ 33.85	20.585

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: $3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: $3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: $1.00 per hour additional.

PAID HOLIDAYS:
New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, "shapes", one day of

the calendar week during which the holiday falls.

DEFINITION OF GROUPS:

GROUP 1:
Winch trailer driver

GROUP 2:
Drivers of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring, tractor and wagon; dumpster; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicles: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer and similar types of vehicle

GROUP 3:
Driver on straight three-axle materials: truck and float

GROUP 4:
Truck driver; driver of the following types of vehicles: dump, flat, float, pick-up, container hauler, fuel, water sprinkler, road oil, stringer bead, hot pass, bus, dumpcrete, transit mixer, agitator mixer, half track, winch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, A-frame, dual purpose truck, truck with mechanical tailgate, asphalt distributor, batch truck, seeding, mulching, fertilizing, air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all truck (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker or tow truck; utility truck; tack truck; lift truuk; cardex person; drivers on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master pick-up (swamp cat pick-up), bucket loader, dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

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TEAM0560-001 05/01/2009

BERGEN, HUDSON AND PASSAIC COUNTIES:

	Rates	Fringes
Truck drivers:		
Group 1.....	$ 31.85	22.68

Group 2	$ 31.90	22.68
Group 3	$ 32.00	22.68
Group 4	$ 32.10	22.68

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level B, C or D personal protection for any workers other than the truck driver: $1.00 per hour additional.

PAID HOLIDAYS:
New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the employee has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:
Driver of the following types of vehicle: dump; flat; float; pick-up; container hauler; fuel; water sprinkler; road oil; stringer bead; hot pass; bus; dumpcrete; transit mixer; agitator mixer; half track; winch truck; side-o-matic; dynamite; powder; x-ray; welding; skid; jeep; station wagon; stringer; A-frame; dual-purpose truck; truck with mechanical tailgate; asphalt distributor; batch truck; seeding; mulching; fertilizing; air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all trucks (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker; tow truck; utility truck; tack truck; cardex person; driver on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master pick-up (swamp cat pick-up); bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

GROUP 2:
Driver of 3-axle materials truck and float

GROUP 3:
Driver of all Euclid-type vehicles: Euclid; International Harvester; Wabco; Caterpillar; Koehring, tractor and wagon; dumpster; dump; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water-sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicle: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer, and similar types of vehicle

GROUP 4:
Winch trailer driver

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

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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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION

NOTIFICATION
OF
MINORITY BUSINESS ENTERPRISES
AND
WOMEN'S BUSINESS ENTERPRISES
ON-LINE DIRECTORY
AND
FORMS

The Port Authority has a long-standing practice of making its contract available to as many firms as possible and has taken affirmative steps to encourage Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) to seek business opportunities with it. The Port Authority's on-line Directory of Qualified MBE/WBEs lists the firms that are registered to assist Contractors in meeting and exceeding their Good Faith Goals.

The MBE/WBE Directory specifies the firms the Authority has determined to be (1) MBEs/WBEs and (2) experienced in performing work in the trades and contract dollar ranges indicated.

Contractors are provided with an interactive directory and the ability to view and print a current listing of M/WBE contractors. Information may be selected and sorted according to categories, state, dollar range, and type (MBE, WBE, DBE, and SBE).

To view the directory, type in www.panynj.gov/business-opportunities/mwsbe-search.cfm. For further information about MWBE Qualified Vendors, contact the Office of Business and Job Opportunity at (212) 435-7802.

Revised 12/17/2008

THE PORT AUTHORITY OF NY & NJ

Certification Application for the Minority and Women-owned Business Enterprise Program

PLEASE PRINT OR TYPE CLEARLY

General Instructions:

- DO NOT LEAVE ANY SPACES BLANK ON THE APPLICATION - if a question is not applicable to your business insert "N/A" in the space provided for your answer
- Whenever the space is insufficient to answer the questions completely, attach additional sheets as necessary. Use the question number to identify any answer continued on an additional sheet
- For questions, call the Certification Helpline at 212-435-7808 or E-mail objocert@panynj.gov.
- Once you have completed the application, please return it and all required documentation to:

The Port Authority of NY & NJ
Office of Business & Job Opportunity - Certification Unit
233 Park Avenue South, 4th floor
New York, NY 10003

SECTION I: MAIN COMPANY INFORMATION

1. Business Name

Legal name of company applying to be certified

2. D.B.A.

"Doing Business As"- Complete if company does business under a name which is different from its legal name.

3. Business Address (must represent a physical location; cannot be a Post Office Box)

Street Address | Suite / Apt / Room/ Unit

City | State | Zip/Zip+4

County

4. Business Mailing Address (complete only if different from the address given in Question 3)

Street Address | Suite / Apt / Room/ Unit

City | State | Zip/Zip+4

5. Business Phone ( ) ---

5a. Business Fax ( ) ---

6. Business Website

7. Your E-mail Address

7a. Your Cell Phone Number ( )

8. Federal EIN or SSN

9. Name/title of an authorized representative to contact during the application review process:

Mr./Miss/Mrs./Ms. First Name : Last Name

Title Phone Ext. E-Mail Address

10. This company is applying for certification as ("X"all that apply)

Minority-owned Business Enterprise (MBE) ☐

Women-owned Business Enterprise (WBE) ☐

Refer to page _____ of the Application Guidelines to determine the appropriate designation for your company.

11. Are you currently involved in the bidding process or other contract/purchase order negotiations with the Port Authority or Port Authority tenants?

Yes_____ No_____

If "Yes", identify the department within the Port Authority and/or name of tenant and contact name

12. Has your company ever applied for certification as an M/W/SBE, or a DBE (whether SBA 8(a), Transportation, or other) with another governmental agency, department, or authority?

Yes_____ No_____

If "Yes", provide the following details

Name of Governmental Entity	Program (MBE, WBE, SBE, DBE)	Status (Pending, Certified, Decertified, Denied, Rejected, Revoked, On Appeal)	Date (mm/yy)

13. How did you first hear about The Port Authority of NY & NJ's M/W/DBE Certification program(s)? (please choose only one)

Letter/Call/E-mail ☐

Port Authority Web site ☐

Event ☐

Please specify name or sponsor of event and date

Other ☐

Please specify what and when

PART 3. EXECUTION

3.01 WORKER PROTECTION CRITERIA FOR LEAD

A. Competent Person - confirm that daily inspections of the work area will be made by a competent person.

B. Written Compliance Program (WCP) – Prepare a WCP in accordance with 29 CFR 1926.62 (e)(2)(i). Maintain a copy of the WCP at the construction site for review by all employees and interested parties.

C. Engineering and Work Practice Controls – Implement engineering and work practice controls, including administrative controls, to reduce and maintain employee exposure to lead below the PEL.

D. Exposure Monitoring/Initial Assessment – Collect representative personal air samples in accordance with 29 CFR 1926.62 (d)(1)(iii). Protect workers during initial exposure assessment in accordance with 29 CFR 1926.62 (d)(2)(i). If historical data will be used in accordance with 29 CFR 1926.62 (d)(3)(iii), provide prior to start of work for evaluation by the Engineer.

E. Respiratory Protection- Implement a Respiratory Protection Program in accordance with 29 CFR 1910.134. Proper selection, use, maintenance and inspection of respirators is required. Provide medical clearance and fit tests for respirator users.

F. Protective Clothing and Equipment - Provide clean protective clothing and equipment in accordance with 29 CFR 1926.62 (g) and ensure they are used by all employees whose exposures exceed the PEL. Provide closed containers for items to be cleaned, such as work shoes and facemasks. If the clothing is disposable, label the containers as clothing contaminated with lead, if applicable. Apply hazardous waste labels as appropriate after testing.

G. Housekeeping – In accordance with 29 CFR 1926.62 (h), clean accumulations of dust or debris containing lead daily and conduct all cleaning with HEPA (High Efficiency Particulate Air)-filtered vacuums. Containerize the debris for proper disposal. Bags and containers should be appropriately labeled as lead-containing waste.

H. Personal Hygiene Facilities and Equipment/Decontamination Zone – In accordance with 29 CFR 1926.62 (i), provide clean change areas, showers, lavatory, eating facilities, and hand washing facilities as necessary for workers who may be exposed to lead at or above the OSHA PEL.

I. Medical Surveillance and Medical Removal Protection – In accordance with 29 CFR 1926.62 (j) and (k), perform initial and periodic blood sampling and analysis for lead and zinc protoporphyrin (ZPP) when an employee is exposed to lead at or above the OSHA Action Level of 30 ug/m3. Provide the Engineer with blood analysis results.

J. Employee Training and Information - In accordance with 29 CFR 1926.62 (l), provide initial and annual refresher site specific training for all employees who may be exposed to lead at or above the OSHA Action Level.

K. Signs and Restricted Zones - In accordance with 29 CFR 1926.62 (m), establish restricted zones around areas or activities that might generate airborne emissions of lead in excess of the OSHA Action Level and post caution signs around each restricted zone.

L. Record keeping - In accordance with 29 CFR 1926.62 (n), retain all records related to training, medical examinations, blood analysis, exposure monitoring, respirator fit testing, inspections by a competent person, and other related documentation.

M. Visible Assessments - Conduct daily assessments of visible emissions and releases to the air, soil, water, and sediment, as applicable. Undertake all necessary corrective action to control emissions.

3.02 AMBIENT AIR MONITORING FOR LEAD

A. High Volume Ambient Air Monitoring

1. The Engineer will undertake high volume ambient air monitoring during paint removal and clean-up activities to confirm that emissions do not exceed the EPA National Primary and Secondary Ambient Air Quality Standards (NAAQS), or specific New York or New Jersey regulations.
2. Total suspended particulate (TSP-lead) will be analyzed in accordance with 40 CFR 50 Appendix G.
3. The number and location of monitors will be determined by the Engineer, taking into consideration proximity to homes, businesses, and the general surroundings. Monitor siting and operation will be performed in accordance with the guidance provided in Methods A1 and A2 of SSPC publication 95-06, Project Design.
4. The Contractor will be advised if such monitoring will be performed and will be provided with verbal background and ongoing results. Written results will be provided if requested by the Contractor.
5. Take the following corrective action when air monitoring results exceed the following:
   a. If the emissions of 1 day of monitoring exceed:
      (1) 4.5 $\mu g/m^3$ (8 hour period) minus two times the average 8 hour background level for TSP-lead,
      (2) Assess all field data for that day and take appropriate corrective action to control emissions.
   b. If the emissions of 2 consecutive days of blasting exceed:
      (1) 4.5 $\mu g/m^3$ (8 hour period) minus two times the average 8 hour background level for TSP-lead,
      (2) Suspend dust producing operations (e.g., paint removal and/or clean-up) and implement appropriate corrective action to control emissions.
   c. If the emissions on any one day exceed:
      (1) 13.5 $\mu g/m^3$ (8 hour period) minus two times the average 8 hour background level for TSP-lead,

(2) Suspend dust producing operations (e.g., paint removal and/or clean-up) and implement appropriate corrective action to control emissions.

6. Regardless of the ambient air monitoring results, ensure at all times that no visible emissions occur

3.03 ON-SITE MANAGEMENT, TRANSPORTATION, AND DISPOSAL OF PAINT DEBRIS, WASTEWATER, AND ANY OTHER WASTE GENERATED FROM THE WORK.

A. General

1. Contractor is responsible for the collection, handling, storage, transportation and disposal of all hazardous wastes generated from this Work. The Authority will provide the EPA identification number for lead waste disposal for permitting purposes.
2. The Contractor is responsible for the collection, handling, transportation, and disposal of all solvent wastes generated from this Work. The Contractor must acquire their own EPA identification number for the disposal of solvent wastes.
3. The Contractor is responsible for the collection, handling, transportation, and disposal of all non-hazardous municipal/construction waste and waste water generated from this Work.
4. Recover all waste products generated during the paint removal Work, including but not limited to rags, tape, disposable coveralls, filters, and sediments.
5. Store waste only at location designated by the Engineer. Transport the waste to the designated storage area at the end of each working day, at a minimum.
6. Hazardous waste generation reports and fees/taxes imposed by the States shall be handled and paid for by the Contractor.

B. Items provided by the Contractor

1. Hazardous Waste - Provide DOT-approved containers of the appropriate size and type for the hazardous waste generated, including but not limited to, paint chips, protective clothing, and the interior lining of the containment. Use containers that are resistant to rust and corrosion, (painted if constructed of steel), that have tight fitting lids or covers, and which are water resistant and leak proof.
2. Municipal/Construction Waste - Provide all containers for non-hazardous municipal/construction waste. Use containers that are free of loose debris when brought to the construction site.
3. Spent Solvents - Provide all DOT-approved containers for spent solvents. Do not mix spent solvents with paint debris, water or other lead contaminated waste.

C. Waste Sampling, Testing, And Classification

1. Sampling: Collect and have analyzed, representative samples of each waste stream generated by the Work. Collect the samples under the observation of the Engineer.

2. Testing

   a. Solid Waste: Direct the laboratory to test the solid waste in accordance with 40 CFR 261, Appendix II, Method 1311, Toxicity Characteristic Leaching Procedure (TCLP), to determine if it is hazardous. (Equal to or greater than 5 mg/L)

   b. Waste water - test the waste water for Total metals (As, Cd, Cr, Cu, Pb, Hg, Mo, Ni, Zn), hexavalent chromium, pH, suspended solids, oil and grease, BOD, temperature, total cyanide, TPH, and other analytical parameters required for disposal characterization or by the disposal facility.

3. Laboratory Report

   a. Include the following minimum information in each report : Identity of the RCRA listed waste streams and identity of the waste stream(s) analyzed, the number of samples collected and tested, dates of sampling and testing, laboratory test procedures utilized, the names and signatures of the individuals collecting the samples and analyzing the laboratory tests, interpretation of the test results, and final determination.

   b. Include copies of the chain-of-custody forms in the documentation of hazardous waste and non-hazardous waste streams.

D. Waste Handling, Packaging, And Storage

1. Comply with 40 CFR 262 for the on-site handling, packaging, and storage of all waste generated by the Work.

2. All paint debris shall be vacuumed and collected in DOT-approved 55-gallon drums at the end of each Work period. Paint debris shall include paint chips and dust and shall not include any other construction debris, trash or chemical solvents. All disposable protective clothing and interior lining of the containment system shall be collected in DOT-approved drums at the end of each Work period.

3. At the Work areas, store waste in locations designated by the Engineer. Do not place hazardous waste on unprotected grounds (e.g. cover the ground with impervious tarping). Locate in a secure area with signs around the perimeter, and shield adequately to prevent dispersion of the waste by wind or water.

4. Properly transport all non-hazardous waste municipal/construction waste from the Work areas to the designated storage area. Verify that the waste is completely covered during transportation.

5. Maintain all drums in good operating condition with all lids and closing mechanisms intact and operational to prevent escape of debris by winds, spilling of contents, or access by unauthorized personnel.

6. Store non-hazardous waste separately from hazardous waste. Do not mix hazardous waste with non-hazardous waste. Do not mix different types of hazardous waste unless specifically approved by the Engineer.

7. Verify that all waste is transported to the appropriate recycling or disposal facility within 60 days after waste is first placed into the container.

8. Train all personnel in the proper handling of hazardous waste at the Work site in accordance with 29 CFR 1910.120, including the procedures to follow in the event of a release or spill, required notifications, and methods of clean-up. Maintain all training records on-site.

E. Labeling of Containers

1. Immediately label all containers of waste and paint debris to identify the contents. Label containers of paint debris as "LEAD PAINT WASTE, CONTAINS LEAD". Include the Contract Number and locations. Provide similar labels on containers of other waste, wastewater and debris.

2. After the TCLP test results are received, or after determination of hazardous waste status based on RCRA list at 40 CFR 261, Subpart D, immediately apply hazardous waste labels, if the waste tests hazardous. Label each container of hazardous waste in accordance with 40 CFR 262, and 49 CFR 171-179.

F. Waste Transportation and Disposal (with the Exception of Waste Water)

1. Hazardous Waste

a. Prepare the hazardous waste manifest for each shipment and provide to the Engineer for review and signature.

b. Arrange for the transportation of all hazardous waste by a licensed transporter in accordance with 40 CFR 263, 49 CFR 171-179, and 6 NYCRR 364.

c. Hazardous Paint Waste (TCLP results which indicate that lead concentrations or equal to or greater than 5 mg/L) shall be treated and stabilized to TCLP levels below 0.75 mg/L prior to disposal.

d. Provide a certification for each manifested shipment that the waste was accepted by the recycling or disposal facility, and properly treated and disposed. Comply with all of the manifesting, certification, and reporting requirements for hazardous waste in accordance with 40 CFR 262, 40 CFR 268, and 6 NYCRR 372, including certificates of final disposal for each shipment.

2. Non-Hazardous, Municipal, and Construction Waste

a. Properly transport, and dispose of all non-hazardous, municipal and construction waste.

b. Verify that waste is completely covered during transport.

c. If lead or hazardous substances were detected during the laboratory testing, notify the disposal facility that such metals or materials are present in the waste.

d. For non-hazardous lead waste with TCLP results which indicate lead concentrations between 1 mg/L and 5 mg/L, the waste shall be treated and stabilized to TCLP levels below 0.75 mg/L prior to disposal.

e. Comply with additional City and local regulations as applicable.

G. Waste Water Handling And Disposal

1. Provide containers for the collection and retention of all waste water including but not limited to the water used for steam cleaning, hygiene purposes, decontamination and cleanup activities. Filter visible paint chips and particulate from the waste water prior to placing it into the containers. Make disposal arrangement with the local publicly owned treatment works (POTW), sanitation company, or other appropriate permitted facility.

H. Cleaning of Haul Routes - Clean waste transportation haul routes upon completion of operation at end of each hauling.

END OF SECTION

SECTION 02094

WORKER AND ENVIRONMENTAL PROTECTION FOR LEAD-CONTAINING PAINT REMOVAL

APPENDIX "A"

SUBMITTALS

Submit the following in accordance with the requirements of Shop Drawings, Catalog Cuts and Samples of Division 1 - GENERAL PROVISIONS:

Catalog Cuts

02094B01 Provide catalog cuts for all equipment used in the performance of the Work.

02094B02 Provide catalog cuts of all Personal Protective Equipment including respirators and protective clothing

Qualifications

02094K01 Provide written qualifications, experience, training, and certification information for the contractor and subcontractors, laboratories, physician, competent person/supervisor and workers, as stated in 1.03 of this Section.

Quality Assurance-Quality Control

02094L01 Engineering and Work Practice Controls – provide a written program describing method of lead removal, air monitoring, containment/collection systems, equipment, and safety.

Record Documents

02094M01 Provide a site-specific WCP. Include the methods and procedures that will be followed for complying with this Section and 29 CFR 1926.62 for Lead. In addition, provide site specific Scope of Work Information such as method of lead removal, lead work location(s), duration of lead work, crew size, login procedures, key personnel, competent person(s), containment classifications and the location of the WCP during the project.

02094M02 Provide a written program for site exposure assessments. Include details of personal air monitoring and note specific lead disturbance tasks. Identify personnel performing air sampling. Provide certifications of laboratory conducting air-sampling analysis. If historical data is to be used, provide to Engineer for evaluation.

02094M03 Provide a written respiratory protection program in compliance with 29 CFR 1926.103. Address the selection, use, maintenance and inspection of respirators, and qualifications for respirator users. Include copies of fit test records for all crew. Include letter from physician stating workers are fit to wear respirators.

02094M04 Provide a written program for selection, use, replacement and disposal of protective clothing and equipment.

02094M05 Provide a written program describing cleaning frequency, cleaning with HEPA vacuums, cleaning with biodegradable lead detergents, containerizing, storing and disposing of lead dust and paint chips.

02094M06 Provide a written Personal Hygiene Facilities and Equipment/Decontamination Program describing decontamination procedures, hand wash, showers, break areas and change areas.

END OF APPENDIX "A"

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

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

New York County General Construction

Asbestos Worker — 08/01/2010

JOB DESCRIPTION Asbestos Worker — **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour:	07/01/2010-	
Abestos Worker Removal & Abatement Only*	$32.95	+Additional $3.00**

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

**Increase to be allocated at a later date.

SUPPLEMENTAL BENEFITS
Abestos Worker
Removal & Abatement Only — $9.15

OVERTIME PAY
See (B, B2, K) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Easter Paid at Time and One-half IF worked

REGISTERED APPRENTICES
Apprentice Removal & Abatement Only:
1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

Supplemental Benefits :
(per Hour worked)
Apprentice
Removal & Abatement Only — $9.15

9-12a - Removal Only

Boilermaker — 08/01/2010

JOB DESCRIPTION Boilermaker — **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2010-12/31/2010	01/01/2011
Boilermaker	$ 46.66	$ 47.32
Repairs & Renovation	$ 46.66	$ 47.32

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2010-12/31/2010	01/01/2011
BoilerMaker	39.1% of Hourly Wage Paid + $ 16.97	39.1% of Hourly Wage Paid + $ 19.33
Repairs & Renovation*		

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.
*Same as Boilermaker (Includes replacement of parts and repairs & renovation of an existing unit).

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE
NOTE: *Employee must work in pay week to receive Holiday Pay.

**Boilermarker gets 4 times the hourly wage rate for working on Labor Day.

***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1/2) Year Terms at the following pecentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

	07/01/2010-12/31/2010	01/01/2011
Boilermaker Apprentice(s)	39.1% of Hourly Wage Paid + $ 16.97	39.1% of Hourly Wage Paid + $ 19.33
Repairs & Renovation* Apprentice(s)	39.1% of Hourly Wage Paid + $ 16.97	39.1 of Hourly Wage Paid + $ 19.33

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.
*Includes replacement of parts and repairs & renovation of an existing unit.

4-5

Carpenter **08/01/2010**

JOB DESCRIPTION Carpenter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2010

Piledriver	$ 44.61	+Additional $ 3.72*
Dockbuilder	44.61	+Additional $ 3.72*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker $ 40.86

OVERTIME PAY
See (B, E2, O) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hourls Pecentage of Journeyworkers Wage

(1)year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices $ 26.97

9-1456

Carpenter **08/01/2010**

JOB DESCRIPTION Carpenter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2010

Carpet/Resilient
Floor Coverer $ 44.02 +Additional $ 1.32*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS
Per hour paid:

Floor Coverer $ 38.58

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

HOLIDAY
Paid: See (18, 19)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage per hour is Pecentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices $ 25.83

9-2287

Carpenter **08/01/2010**

JOB DESCRIPTION Carpenter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2010

Marine Construction:

Marine Diver	$ 56.32
M.D.Tender	40.17

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman	$ 40.86

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

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,10,11,13,16,18,19)

Overtime: See (5,6,10,11,13,16,18,19) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wager per hour is Percentage of Journeymans Wage

(1) year terms:

1st	2nd	3rd	4th
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices	$ 26.97

9-1456MC

Carpenter 08/01/2010

JOB DESCRIPTION Carpenter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2010

Building
Millwright $ 44.24 +Additional $3.62*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS
Per hour paid:

Millwright $ 44.75

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

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour is Pecentage of Journeyworkers wage

(1) year terms:

1st.	2nd.	3rd.	4th.
55%	65%	75%	95%

Supplemental benefits per hour:

(1) year terms:

1st.	2nd.	3rd.	4th.
$28.19	$31.29	$35.51	$40.62

9-740.1

Carpenter **08/01/2010**

JOB DESCRIPTION Carpenter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour: 07/01/2010

Timberman $ 40.50 +Additonal $3.53*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS
Per hour paid:

Timberman $ 40.62

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

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour is Pecentage of Journeymans Wage.

(1) year terms:

1st	2nd	3rd	4th
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices $ 25.14

9-1536

Carpenter **08/01/2010**

JOB DESCRIPTION Carpenter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES
Orange: South of but including the following, Waterloo Mills, SlateHill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchoque Road to Route 112 tothe Atlantic Ocean.

WAGES
Per hour: 07/01/2010 10/17/2010

		Additional*
Core Drilling:		
Driller	$ 33.25	$ 2.21*
Assistant Driller	26.95	1.94*

Note: Hazardous Waste Pay Differential:
For Level C, an additional 10% above wage rate per hour
For Level B, an additional 10% above wage rate per hour
For Level A, an additional 10% above wage rate per hour
Note: When required to work on water: an additional $ 0.50 per hour.

* May be allocated between wages and benefits.

SUPPLEMENTAL BENEFITS
Per hour paid:

Driller	$ 17.52	$ 17.52
Assistant	17.52	17.52

OVERTIME PAY
OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY
HOLIDAY:
Paid: See (5,6) on HOLIDAY PAGE.
Overtime: * See (5,6) on HOLIDAY PAGE.
** See (8,10,11,13) on HOLIDAY PAGE.

Assistant: One (1) year increments at the following percentage of Assistant wages. This is not an apprenticeship for Driller.

1st Year	2nd Year	3rd Year	4th Year
70%	80%	90%	100%

9-1536-CoreDriller

Carpenter **08/01/2010**

JOB DESCRIPTION Carpenter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES
Nassau: That portion of the county that lies west of Seaford Creekand south of the Southern State Parkway.

WAGES
Per hour: 07/01/2010

Show Exibit/ Carpenter	$ 44.02	+Additional $2.13*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS
Per hour paid:

Show Exibit/ Carpenter	$ 38.58

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

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid:for 1st & 2nd yr. Apprentices: See (5,6,11,13,18,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour is Pecentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:
Apprentices $ 25.83

9-EXHIB

Carpenter - Building / Heavy&Highway 08/01/2010

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2010

		+Additional
Building:		
Carpenter	$ 44.02	$ 2.13*
Heavy&Highway:		
Carpenter	44.61	$ 3.72*

SUPPLEMENTAL BENEFITS
Per hour paid:

Building:
Carpenter $ 34.56

Heavy&Highway:
Carpenter $ 36.06

* May be allocated between wages and benefits

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

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage per hour:

(1) year terms:

	1st	2nd	3rd	4th
Building				
Heavy&Highway	40%	50%	65%	80%

Supplemental benefits per hour for all Apprentices:

$ 25.83

9-NYC

Electrician 08/01/2010

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2010	05/11/2011	11/09/2011	05/09/12
Electrician	$ 49.00	$ 49.00	$ 51.00	$ 51.00
Audio/Sound/Tele/Data	49.00	49.00	51.00	51.00

SUPPLEMENTAL BENEFITS

Journeyworker	07/01/2010	05/11/2011	11/09/2011	05/09/12
	$ 40.40	$ 41.14	$ 42.33	$ 43.47

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5,.6, 11, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages Per Hour:
For those registered into apprentice program BEFORE 05/10/2007
One (1) year terms at the following rate

	07/01/2010	05/11/2011	11/09/2011	05/09/12
1st term...	$ 13.75	$ 14.25	$ 14.25	$ 14.25
2nd term...	$ 16.55	$ 17.05	$ 17.05	$ 17.05
3rd term...	$ 18.65	$ 19.15	$ 19.15	$ 19.15
4th term...	$ 20.60	$ 21.10	$ 21.10	$ 21.10
MIJ (5th term)...	$ 25.30	$ 25.30	$ 25.30	$ 25.30

Wages Per Hour:
For those registered into apprentice program AFTER 05/10/2007
One (1) year terms at the following rate

1st term...	$ 11.00	$ 11.50	$ 11.50	$ 11.50
2nd term...	$ 13.00	$ 13.50	$ 13.50	$ 13.50
3rd term...	$ 15.00	$ 15.50	$ 15.50	$ 15.50
4th term...	$ 17.00	$ 17.50	$ 17.50	$ 17.50
MIJ (5th term)...	$ 21.50	$ 21.50	$ 21.50	$ 21.50

REGISTERED APPRENTICES: Supplemental Benefits per hour paid:
For those registered into apprentice program BEFORE 05/10/2007

1st term...	$ 9.12	$ 9.33	$ 9.33	$ 10.33
2nd term...	$ 10.31	$ 10.52	$ 10.52	$ 11.52
3rd term...	$ 11.20	$ 11.41	$ 11.41	$ 12.41
4th term...	$ 12.02	$ 12.24	$ 12.24	$ 13.24
MIJ (5th term)...	$ 15.77	$ 16.77	$ 16.77	$ 18.02

REGISTERED APPRENTICES: Supplemental Benefits per hour paid:
For those registered into apprentice program AFTER 05/10/2007

1st term...	$ 7.96	$ 8.17	$ 8.17	$ 9.17
2nd term...	$ 8.80	$ 9.02	$ 9.02	$ 10.02
3rd term...	$ 9.65	$ 9.86	$ 9.86	$ 10.86
4th term...	$ 10.50	$ 10.71	$ 10.71	$ 11.71
MIJ (5th term)...	$ 13.18	$ 13.93	$ 14.93	$ 16.14

9-3

Electrician 08/01/2010

JOB DESCRIPTION Electrician DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour Paid:	07/01/2010	03/10/2011
Service Technician	$ 28.34	$ 28.89

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker: 38.72% of wage
+ $12.00 per day

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

HOLIDAY
Paid: See (5, 6, 11, 12, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

9-3H

Electrician 08/01/2010

JOB DESCRIPTION Electrician DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2010
Electrician	$ 25.30
H - Telephone	$ 25.30

Maintenance and Jobbing-Electrical work of limited duration and scope, consisting of repairs and/or replacement of electrical and teledata equipment.

- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

SUPPLEMENTAL BENEFITS
Journeyworker $ 15.98

OVERTIME PAY
See (B, H) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE

9-3m

Electrician 08/01/2010

JOB DESCRIPTION Electrician DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2010
Tree Trimmer	$23.92
Ground Person	$15.80

Applies to line clearance, tree work, and right-of-way preparation on all new or existing overhead, electrical, telephone, and CATV lines.

SUPPLEMENTAL BENEFITS

Per hour paid:

35.3% of wages*(INCLUDING OVERTIME)

Note: *Plus paid vacation & 4 days sick leave. Vacation based on continous service as follows:

- 40 hours after 1 year
- 80 hours after 2 years
- 120 hours after 5 years
- 160 hours after 15 years

Note: Employee must work atleast 1800 hours in employee's anniversary year . An employee who workes 900 in the employee anniversary year but did not actually worked 1800 hours during that period shall be entitled to a pro rata share of vacation on the basis of 900 hours or more actually worded as a percentage based on 1800 hours.

OVERTIME PAY

See (B, *H, Q) on OVERTIME PAGE

*Worked performed on Sundays & Holidys outside of 7.00am - 4.00pm shall be paid at double time, in addition to the holiday pay if applicable.

HOLIDAY

HOLIDAY:

Paid: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

(An additional floating holiday after four years' service)

Overtime: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

9-3T

Elevator Constructor 08/01/2010

JOB DESCRIPTION Elevator Constructor **DISTRICT** 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point
Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:	07/01/2010-03/16/2011	03/17/2011
Elevator Constructor	$ 51.47	$ 53.27
Elevator Modernization & Service/Repair	$ 40.93	$ 42.31

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2010-03/16/2011	03/17/2011
Elevator Constructor	$ 26.44	$ 27.76
Modernization & Service/Repair	$ 25.86	$ 27.17

OVERTIME PAY

Constructor. See (C, O) on OVERTIME PAGE.

Modern./Service See (B, H) on OVERTIME PAGE.

HOLIDAY
Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: Per Hour	07/01/2010-03/16/2001	03/17/2011
One (1) year terms at the following Percentage of Elevator Constructor Hourly Rate		
1st Term	50%	50%
2nd Term	55%	55%
3rd Term	65%	65%
4th Term	75%	75%
Modernization & Service/Repair:		
1st Term	50%	50%
2nd Term	55%	55%
3rd Term	65%	65%
4th Term	75%	75%
Supplemental Benefits per hour paid:		
Elevator Constructor:		
1st Term	$ 21.55	$ 22.70
2nd Term	$ 22.14	$ 23.86
3rd Term	$ 23.85	$ 24.30
4th Term	$ 24.05	$ 25.29
Modernization & Service/Repair:		
1st Term	$ 21.48	$ 22.63
2nd Term	$ 21.82	$ 22.99
3rd Term	$ 22.72	$ 23.92
4th Term	$ 23.61	$ 24.84

9-1

Glazier **08/01/2010**

JOB DESCRIPTION Glazier **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/2010
Glazier	$ 46.60
Scaffolding	$ 47.60
Repair & Maintenance:	
Glazier	$ 26.35

*Increase to be allocated at a later date

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under $100,000.00.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker....	$ 24.69
Glazier Repair & Maintenance**:	$ 14.83

OVERTIME PAY
OVERTIME: See (C*,D*O) on OVERTIME PAGE.

* Denotes if an optional 8th hour is required same will be at the regular rate of pay. If 9th hour is worked then both hours or more (8th and 9th or more) will be at the double time rate of pay.

** For Repair & Maintenance see (B,F, P) on overtime page.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE
The Following are paid holidays for the Repair & Maintenance Class:
New Years day, Presidents day, Memorial day, Independents day, Labor day, Thanksgiving day, Day after Thanksgiving, and Christmas day.

REGISTERED APPRENTICES
Wage per hour:

(1) year terms at the following wage rates.

1st term...	$ 15.65
2nd term...	$ 23.33
3rd term...	$ 27.98
4th term...	$ 35.03

Supplemental Benefits:
(Per hour worked)

1st term....	$ 11.89
2nd term....	$ 17.33
3rd term....	$ 19.08
4th term....	$ 22.59

9-1281 (DC9 NYC)

Insulator - Heat & Frost **08/01/2010**

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour:	07/01/2010-01/02/2011	01/03/2011
Heat, Frost & Asbestos Insulator(s)	$ 51.38 + an additional $ 1.75**	An Additional $ 1.75**

(**) To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2010-01/02/2011	01/03/2011

Insulator(s) $ 29.40 $ 29.40

OVERTIME PAY
See (C, Q, V) on OVERTIME PAGE
Wage and benefits for 8th Hour to be paid at time and one half

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:

Apprentice Insulator(s)

1 year terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
40%	60%	70%	80%

Supplemental Benefits per hour:

Apprentice Insulator(s)

Same % as for wage of $ 29.40	Same % as for wage of $ 29.40

9-12

Ironworker 08/01/2010

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour: 07/01/2010

Derrickman/Rigger $ 51.50

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS
Journeyworker 07/01/2010

$ 33.53

OVERTIME PAY
OVERTIME See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two hours on any regular work day (the eighth (8th) and ninth (9) hours of work) and double time shall be paid for all work thereafter.
**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 10) on HOLIDAY PAGE
HOLIDAY:
Paid:.....See (1) on HOLIDAY PAGE.
Overtime:....See (5*, 6*, 8**, 24***, 25**) on HOLIDAY PAGE.

*No work shall be performed on this day, except in cases of emergency. Such work shall be done at double time rate of pay.

**Double time rate of pay.
***Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

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

1st	2nd	3rd	4th	5th	6th
50%	50%	70%	80%	90%	90%

Supplemental benefits per hour paid:

Registered Apprentice	
1st year	50% of journeyman's rate
All others	75% of journeyman's rate

9-197D/R

Ironworker 08/01/2010

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

	07/01/2010-12/31/2010	01/01/20011
Ornamental	$ 40.60	An Additional
Chain Link Fence	$ 40.60	$ 1.50**/ Hour
Guide Rail Installation	$ 40.60	

(**) To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour paid:

	07/01/2010-12/31/2010	01/01/2011
Journeyworker:	$ 36.72	$ 36.72

OVERTIME PAY
OVERTIME: See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work da (8th & 9th hours of work) and double time shall be paid for all work thereafter.
**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1st term represents first 1-4 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

APPRENTICES:

1st	2nd	3rd	4th	5th	6th
50%	50%	55%	60%	70%	80%

Supplemental Benefits per hour paid:

	07/01/2010-12/31/2010	01/01/2011
APPRENTICES:		
1st Term	$ 28.69	$ 28.69
2nd Term	28.69	28.69

3rd Term	29.41	29.41
4th Term	30.33	30.33
5th Term	31.55	31.55
6th Term	32.97	32.97

9-580-Or

Ironworker **08/01/2010**

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Rockland: Southern Section

WAGES
Per hour: 07/01/2010

Reinforcing &
Metal Lathing... $ 49.87 +Additional $3.30*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker $ 33.01

OVERTIME PAY
See (*A, E, Q, **V) on OVERTIME PAGE
OVERTIME: See (A*,E,Q,V**) on OVERTIME PAGE.

*,** All overtime in excess of ten (10)hours shall be paid at double wage.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

(1) year terms at the following wage rates:

1st	2nd	3rd
$ 28.55	$ 33.15	$ 38.21

Supplemental Benefits per hour paid:

1st	2nd	3rd
$ 22.56	$ 24.21	$ 25.36

9-46Reinf

Ironworker **08/01/2010**

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Wages: (Per Hour)

	07/01/2010
Structural.....	$ 41.05
Riggers.....	$ 41.05
Machinery Movers.....	$ 41.05
Machinery Erectors.....	$ 41.05

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2010
Journeyworker..	$ 52.50

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

* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work)and double time shall be paid for all work thereafter.

** Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:
(Per Hour)

Six (6) month terms at the following wage rate.

1st	2nd	3rd	4th	5th	6th
$21.82	22.42	23.02	23.02	23.02	23.02

Supplemental Benefits:
(Per Hour)

07/01/2010
$ 37.85

9-40/361-Str

Laborer **08/01/2010**

JOB DESCRIPTION Laborer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

	07/01/2010
Laborer/Excavation:	
**Asbestos and Lead Abatement & Removal, Hazardous Waste Removal (including soil)	$ 37.60
Basic	37.60
Flagman	37.60
Pipelayer	37.60
*Tree Work, *Landscape	37.60

Notes: *Includes trimming, cutting, planting and/or removal of trees.
** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker	$ 27.99

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

HOLIDAY
Paid: See (2, 20) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

1000 hour terms at the following percentage of Journeyworkers wage.

1st	2nd	3rd	4th	5th
50%	60%	75%	90%	100%

Supplemental Benefits per hour paid:

All Apprentices $ 27.99

9-731Ex

Laborer **08/01/2010**

JOB DESCRIPTION Laborer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers *
* (including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners' Helpers, Chuck Tenders, Track Men, Nippers, Brake Men,Derail Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers).

GROUP 17: Powder Watchmen, Top Laborers and Changehouse Attendants.

Wages: (per hour)	07/01/2010
Laborer (Tunnel)-FREE AIR:	
Group 14	$39.18
Group 16	37.48
Group 17	34.63
Small Bore Micro Tunnel Machines	80% of rates above
For Repairs on Existing Water Tunnels	90% of rates above
For Repairs of Sewer & Drainage Tunnels	85% of rates above
For Repair & Maintenance of all Subway & Vehicular Tunnels	80% of rates above

SUPPLEMENTAL BENEFITS
Per hour paid:

GROUP 14	$ 36.75 per hour paid + 0.63 per hour worked + 3.00 per day
GROUP 16	$ 35.14 per hour paid + 0.63 per hour worked + 3.00 per day
GROUP 17	$ 32.43 per hour paid +

	0.63 per hour worked + 3.00 per day
Small Bore Micro Tunnel Machines	80% of rates above
For Repairs on Existing Water Tunnels	90% of rates above
For Repairs of Sewer & Drainage Tunnels	85% of rates above
For Repair & Maintenance of all Subway& Vehicular Tunnels	80% of rates above

OVERTIME PAY

OVERTIME: For Laborer (Free Air) See (D, M, R*) on OVERTIME PAGE.
For Repair Categories See (B, F, R*) on OVERTIME PAGE.
& Micro Tunneling
* Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

9-147Tnl/Free

Laborer **08/01/2010**

JOB DESCRIPTION Laborer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Wages: (per Hour)	07/01/2010
Laborer/Asphalt:	
Screenman, Micro Paver...	$44.35
Rakers.....	$43.86
A/C Paintman, Liquid Tar.	$40.14
Gen.Laborer (Includ. Traff.Safety)	$37.71
Slurry/Sealcoater/Play Eqip. Installer	$37.71
Small Equip. Operator	$40.56

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker	$29.30

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

HOLIDAY

Paid: See (5, 11, 12, 15, 16) on HOLIDAY PAGE
Overtime: See (21, 22, 25) on HOLIDAY PAGE
HOLIDAY:

Paid: See (5,11,12,15,20)* on HOLIDAY PAGE.
Overtime: See (21, 22, 25)** on HOLIDAY PAGE.

*If an employee does not work on said holiday, he will receive single time pay rate for the said day, provided that the said employee has worked one (1) day in the calendar week in which the said holiday occurs. If an employee works on said holiday, he will be paid only for the single time rate, plus one (1) day's pay for the holiday.

**If an employee does not work on any of these holidays, they will receive no pay. If an employee works on said holiday, he will be paid the single-time rate, plus one day's pay for the holiday.

REGISTERED APPRENTICES
Wage per hour:

One (1) year terms at the following percentage of Journeyworkers wage.

1st	2nd	3rd
40%	50%	60%

Supplemental Benefits per hour paid:

	07/01/2010
1st year	$29.30
2nd year	$29.30
3rd year	$29.30

9-1018a

Laborer — 08/01/2010

JOB DESCRIPTION Laborer — **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2010

Laborer:
Laborer-Concrete
(including flag person) $ 34.90

SUPPLEMENTAL BENEFITS
(Per Hour Worked) 07/01/2010

$ 26.69

OVERTIME PAY
OVERTIME: See (A,E,Q) on OVERTIME PAGE attached.
See (B,E,Q,) for work below street level to top of foundation.

For Work done on Saturdays add an additional $2.75 per hour to Supp. Benefits.
For work done on Sundays & Holidays add an additional $5.50 per hour to Supp. Benefits.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
Terms at the following percentage of Journeyworkers wage.

07/01/2010

Term:	1st	2nd	3rd
Hours:	0-500	501-2000	2001-4000
	50%	65%	80%

Supplemental Benefits:
(Per Hour Worked)

07/01/2010	0-1000hrs	Over 1000hrs
	$ 15.81	$ 21.19

*For work on Saturdays add the following amount per term to hourly supp. benefits:

1st	2nd	3rd
$ 1.38	$ 1.79	$ 2.20

*For work on Sundays & Holidays add the following amount per term to hourly supp. benefits:

1st	2nd	3rd
$ 2.75	$ 3.58	$ 4.40

9-6A/18A/20-C

Laborer - Building — 08/01/2010

JOB DESCRIPTION Laborer - Building **DISTRICT 9**

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2010

Building Laborer-Demolition: $ 32.90

* / Total Demolition Only: Demolition shall be the complete demolition (wrecking) or dismantling of entire buildings or structures. Also may include the removal of all or any portion of a roof in which structural change is to occur. Structural change is defined as the removal of structural slabs, steel members, concrete members and penetration through the structural slab.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker: $ 20.85

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 13, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

(1) year terms at the following wage.

1st	2nd	3rd	4th
$19.75	$20.75	$22.25	$24.75

Supplemental Benefits per hour paid:

Apprentices: $ 13.32

9-79/95

Laborer - Building **08/01/2010**

JOB DESCRIPTION Laborer - Building **DISTRICT 9**

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2010

Laborer:
Asbestos,lead,toxic
and hazardous material
abatement $ 31.50 +Additional $ 3.00*

* Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS
Per Hour Paid: 07/01/2010

Journeyworker:

Asbestos Abatement.... $ 11.60

OVERTIME:
See (B,H) on OVERTIME PAGE.
(Time & One-half after 8 hours or after forty hours per week)

HOLIDAY:
Paid: See (1) on HOLIDAY PAGE.

Overtime See (5,6,*) on HOLIDAY PAGE.

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE
*Easter is paid at time and one-half if worked.

REGISTERED APPRENTICES
Wage per hour:
1000 hours terms at the following wage rate.

07/01/2009	1st	2nd	3rd	4th
Asbestos Abatement	$ 24.57	$ 25.20	$ 26.15	$ 28.04

Supplemental Benefits: Per Hour Paid

1000 hours at the following dollar amounts:

Asbestos Abatement... $ 11.60

9-NYDC(78)

Laborer - Building **08/01/2010**

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2010

Building:
Plasterer Tender and
Spray Fireproofing. $ 33.74

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker $ 21.70

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

1000 hours terms at the following wage.

	1st	2nd	3rd	4th
01/01/2010	$19.75	$20.75	$22.25	$24.75

Supplemental Benefits per hour paid:

Apprentices $13.41**

** Applies to all Apprentices.

9-30 (79)

Laborer - Building **08/01/2010**

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2010
Laborer - Building	
Basic Laborer	$ 34.54
Mason Tender	34.54
Laborer:	
Interior Demolition	$ 32.79

SUPPLEMENTAL BENEFITS

Per Hour Paid:	07/01/2010
Journeyworker:	
Basic & Mason Tender	$ 21.85
Interior Demolition	16.65

OVERTIME:
See (B,H) on OVERTIME PAGE.
(Time & One-half after 8 hours or after forty hours per week)

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

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 25) on HOLIDAY PAGE
*Easter is paid at thime and one-half if worked.

REGISTERED APPRENTICES
Wage per hour:
1000 hour terms at the following wage rate.

01/01/2010	1st	2nd	3rd	4th
Basic & Mason Tender	$ 19.25	$ 20.25	$ 21.75	$ 24.25
Interior Demolition	19.25	20.25	21.75	24.25

Supplemental Benefits: Per Hour Paid

Basic Laborer & Mason Tender	$ 14.66
Interior Demolition	13.00

9-MTDC(79)

Laborer - Heavy&Highway **08/01/2010**

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2010

Highway Laborer - Concrete Formsetter	$41.58
General Laborer (includng Traffic Safety)	$37.71
Small Equipment Operator	$37.71
Landscape Planting & Maint	$37.71
Small Power Tool Operator/ Maintenance Safety Surface	$37.71

SHIFT WORK:

On night work, the first eight (8) hours of work will be paid at fifteen (15%) above the single time rate. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2010
Formsetter:	$29.30
All Others	$29.30

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

HOLIDAY
HOLIDAY:
Paid: See (5,11,12,20)* on HOLIDAY PAGE.
Overtime: See (21,22)** on HOLIDAY PAGE.

*If an employee does not work on said holiday, he will receive single time pay rate for the said day, provided that the said employee has worked one (1) day in the calendar week in which the said holiday occurs. If an employee works on said holiday, he will paid only for the single time rate, plus one (1) days pay for the holiday.

**If an employee does not work on these holidays he shall receive no pay.
If an employee works on any of these holidays he will receive the single rate plus 15% of same.

REGISTERED APPRENTICES

Wage Per Hour:	07/01/10
One (1) year terms at the following:	
1st Term	40% of Journeyman*
2nd Term	50% " "
3rd Term	60% " "

* pertains to work classification

Supplemental Benefits per hour paid:	
Registered Apprentices	$29.30

9-1010HH-FS

Laborer - Trac Drill 08/01/2010

JOB DESCRIPTION Laborer - Trac Drill **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour Paid:	07/01/2010
Hydraulic Trac Drill.....	$ 33.57 + Additional $ 2.98*
Hydraulic Trac Drill Chuck Tender...	$ 27.86 + Additional $ 2.73*

Air Trac, Wagon, Quarry Bar.....	$ 32.93 + Additional $ 2.95*
Power Tool (Chipper & Jackhammer)...	$ 32.08 + Additional $ 2.91*
Chuck Tender & Nipper.....	$ 27.25 + Additional $ 2.70*
Blaster.....	$ 37.36 + Additional $ 3.14*
Blaster Hydraulic.....	$ 38.03 + Additional $ 3.17*
Powder Carrier.....	$ 28.91 + Additional $ 2.77*
Magazine Keeper.....	$ 16.07 + Additional $ 2.21*

*Note: Additional amount to be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour Paid:	07/01/2010
Magazine Keeper	$ 34.54
All Others	$ 34.59

OVERTIME PAY
Magazine Keeper See (B,H) on OVERTIME PAGE.

ALL OTHERS SEE (D,E,Q) on OVERTIME PAGE.

HOLIDAY
HOLIDAY:
Paid: For Blaster See (5,6,11,13) on HOLIDAY PAGE.

FOR ALL OTHERS SEE (1) ON HOLIDAY PAGE.

Overtime: See (5,6,11,13) on HOLIDAY PAGE.

9-29

Laborer - Tunnel **08/01/2010**

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
GROUP 6: Tunnel Workers' * (including Miners, Drill Runners,Iron Men, Maintenance Men, Inside Muck Lock Tender, Pumpmen, Electricians, Cement Finishers, Rod Men, Caulkers, Carpenters, Hydraulic Men, Shield Drivers, Monorail Operators, Motor Men, Conveyor Men, Safety Miners, Powder Carriers, Pan Men, Riggers, Miner's Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Form Workers, Concrete Workers, Tunnel Laborers, Caulker's Helpers), Hose Men, Grout Men, Gravel Men, Derail Men and Cable Men.

GROUP 7: Top Nipper

GROUP 8,9: Outside Man Lock Tender, Outside Muck Lock Tender, Shaft Men,Gauge Tender and Signal Men.

GROUP 10: Powder Watchmen, Top Laborers and Changehouse Attendants.

WAGES: (per hour)

Laborer(Compressed Air):	07/01/2010
GROUP 6	39.62
GROUP 7	38.89
GROUP 8,9	38.19
GROUP 10	33.01

SUPPLEMENTAL BENEFITS
SUPPLEMENTAL BENEFITS :

GROUP 6	$37.21	per hour paid +
	0.63	per hour worked +
	3.00	per day
GROUP 7	$36.55	per hour paid +
	0.63	per hour worked +
	3.00	per day

GROUP 8,9	$35.85	per hour paid +
	0.63	per hour worked +
	3.00	per day
GROUP 10	$34.05	per hour paid +
	0.63	per hour worked +
	3.00	per day

OVERTIME PAY
See (D, M, *R) on OVERTIME PAGE
NOTE: Time and one-half to be paid for all overtime repair-maintenance work on existing equipment and facilities.

* Straight time first 8 hours, double time after 8 hours.

HOLIDAY
Paid: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

9-147Tnl/Comp Air

Mason — 08/01/2010

JOB DESCRIPTION Mason — **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2010
Brick/Blocklayer	$ 50.75

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2010
Brick/Block Layer	$ 23.42

OVERTIME PAY
See (A, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(800 hour) Terms at the following Percentage of Journeyworkers Wage:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices $ 14.24

9-1Brk

Mason - Building — 08/01/2010

JOB DESCRIPTION Mason - Building — **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Building:	07/01/2010
Mosaic & Terrazzo Mechanic	$ 43.34 +Additional $ 1.07*
Mosaic & Terrazzo Finisher	$ 41.85 +Additional $ 1.05*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Journeyworker: $ 28.06

OVERTIME PAY
See (A, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:
(750 Hour) terms at the following percentage of the Terrazzo Mechanic's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-
750	1500	2250	3000	3750	4500	5250	6000
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental benefits per hour paid:
(750 hour) terms at the following percentage of Terrazzo Mechanic's benefit.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-
750	1500	2250	3000	3750	4500	5250	6000
50%	55%	65%	70%	75%	85%	90%	95%

9-7/3

Mason - Building **08/01/2010**

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2010

Building:
Tile Setters $ 47.51

SUPPLEMENTAL BENEFITS
Journeyworker: $ 25.40

OVERTIME PAY
See (A, E, Q, *V) on OVERTIME PAGE
*Applicable to Shift Work ONLY

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 10, 11, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:
(750 hr)terms at the following wage rates.

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Hours:	1- 750	751- 1500	1501- 2250	2251- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750
Wages:	$23.91	26.53	30.18	31.60	34.09	35.69	40.79	45.71	47.10

Supplemental Benefits per hour paid:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Hours:	1- 750	751- 1500	1501- 2250	2251- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750
Supps.	$12.55	13.57	13.57	15.79	16.95	18.99	21.18	23.55	25.81

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2010	
Building:Marble Restoration		
Marble, Stone, etc & Polisher	$ 36.26	+Additional $.63*
Marble, Stone, etc Finishers	$ 19.31	+Additional $.40*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Journeyworker:	07/01/2010
Polisher	$ 19.80
Finisher	10.10

OVERTIME PAY
See (A, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (*5, 6, 11, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15) on HOLIDAY PAGE
* Journeymen receive 1/2 days pay for Labor Day. Cleaner, Maintenance and 1ST three terms of Apprentices see (5, 6, 11, 15)on HOLIDAY PAGE. All others See (.1) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages:
(per hour worked)

Polisher:
900 hour terms at the following percentage of Journeyworkers wage.

Term:	1st	2nd	3rd	4th
Hours:	1-900	901-1800	1801-2700	2701-3600
	70%	80%	90%	100%

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

Term:	1st	2nd	3rd	4th	5th	6th	7th
Hours:	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250
	70%	74%	78%	82%	88%	96%	100%

Supplemental Benefits:
(per hour worked)

Polisher:	01/01/2010
	Term wage % of $6.50 plus $13.30
Finisher:	$ 10.10

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Westchester

PARTIAL COUNTIES
Bronx: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
Kings: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
New York: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
Queens: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
Richmond: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.

WAGES
Wages:

	07/01/2010
Building:	
Marble Cutters&Setters	$ 50.53 +Additional $ 1.30*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Journeyworker:	$ 24.40	$ 24.40

OVERTIME PAY
See (B, O, V) on OVERTIME PAGE

HOLIDAY
Paid: See (*5, 6, 8, 11, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15) on HOLIDAY PAGE
* Journeyworkers receive 1/2 days pay for Labor Day. Apprentices 1st three terms See (5, 6, 8, 11, 15) on HOLIDAY PAGE, plus any day following a Thursday or Sunday Holiday. All others See (1) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage Per Hour:
750 hour terms at the following percentage of Journeyworkers wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-
750	1500	2250	3000	3750	4500	5250	6000
50%	55%	65%	70%	75%	65%	90%	95%

Supplemental Benefits per hour paid:
750 hour terms at the following dollar amount:
Apprentice: $ 7.95 + term wage % of $ 9.85

9-7/4

Mason - Building **08/01/2010**

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2010	12/06/2010
Building:		
Tile Finisher	$ 38.61	+Additional $ 1.18*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Journeyworker	$ 21.65	$ 21.65

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 10, 11, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:
(per hour paid)

(750 hour) terms at the following percentages of Journeyworkers wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental Benefits:
(per hour paid)

(750) hour terms at the following percentages of Journeyworkers wage:

Apprentices.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	65%	70%	75%	85%	90%	95%

9-7/88-tf

Mason - Building / Heavy&Highway 08/01/2010

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour: 07/01/2010

Marble-Finisher $ 41.30 +Additional $1.00*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS
Journeyworker $ 24.33

OVERTIME PAY
See (C, O, V) on OVERTIME PAGE

HOLIDAY
Paid: See (*2) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
* 1/2 Day for Labor Day.

REGISTERED APPRENTICES
Wages:

750 hour terms at the following percentage of Journeyworkers wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental Benefits: 07/01/2010

1st-6th terms $14.50 + term wage % of $9.83

7th and 8th terms $24.33

9-7/20-MR

Mason - Building / Heavy&Highway 08/01/2010

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
NOTE: Shall include but not limited to Precast concrete slabs (London Walks)
Marble and Granite pavers 2'x 2' or larger.

Per Hour: 07/01/2010

Stone Setter $ 57.36

Stone Tender $ 39.04

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2010
Stone Setter	$ 24.96
Stone Tender	$ 16.01

OVERTIME PAY
See (*C, **E, Q) on OVERTIME PAGE
* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

** The first seven (7) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

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

REGISTERED APPRENTICES
Per Hour: 07/01/2010

Stone Setter(750 hour) terms at the following wage rate per hour:

1st term	2nd term	3rd term	4th term	5th term	6th term
$28.77	$32.15	$36.58	$41.02	$45.45	$49.89

Supplemental Benefits for all terms

07/01/2010

$ 15.53

9-1Stn

Mason - Heavy&Highway **08/01/2010**

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2010
Cement Mason	$ 47.50

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2010
Cement Mason	$ 26.61

OVERTIME PAY
See (D, O, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:
Apprentices:

1st term	$ 17.25
2nd term	19.13
3rd term	20.99

9-780

Mason - Heavy&Highway 08/01/2010

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2010

(MASON)
Pointer, Cleaner &
Caulkers $ 43.20

SUPPLEMENTAL BENEFITS
Pointer, Cleaners & Caulkers $ 22.18

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Wages:
(Per hour)

One (1) year terms at the following wage rates.

	1st	2nd	3rd	4th
07/01/2010	$23.60	$26.90	$31.38	$37.81

Apprentices Supplemental Benefits:
(per hour paid)

07/01/2010	1st	2nd	3rd	4th
	$ 3.25	$ 7.26	$ 10.51	$ 10.51

9-1PCC

Operating Engineer - Building 08/01/2010

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
NOTE: For Building Construction Only/ All others refer to Heavy Highway

Wages:
(Per Hour) 07/01/2010

Building Constr:

Party Chief	$ 52.47	+Additional $ 2.60*
Instrument Man	41.11	+Additional $ 2.22*
Rodman	27.12	+Additional $ 1.76*

Steel Erection:

Party Chief	$ 53.26	+Additional $ 2.63*
Instrument Man	41.77	+Additional $ 2.25*
Rodman	28.43	+Additional $ 1.80*

*Increase to be allocated at a later date

Heavy Construction(
Foundation, Excavation., etc)

Party Chief	$ 54.79
Instument man	39.62
Rodman	34.11

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2010
All Catorgories	$ 21.95 + 3.61 (taxable)

OVERTIME PAY
See (A, B, *E, Q) on OVERTIME PAGE
* Doubletime paid on the 8th hour on Saturday.
Note:Overtime code "A" applies to Building Construction Category.

HOLIDAY
Paid: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 25) on HOLIDAY PAGE
** Applies to Building Construction category

9-15Db

Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction 08/01/2010

JOB DESCRIPTION Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction **DISTRICT 9**

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
STEEL ERECTION:

Group 1: Derrick, travelers, tower, crawler tower & climbing cranes

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

Group 1: Installing, repairing, maintaining, dismantling of all equipment including Steel cutting& bending machines, mechanical heaters, mine hoists, climbing cranes, tower cranes, Linden Peine, Lorain, Liebherr, Mannes and machines of a similar nature;Well Point system, Deep Well pumps, Concrete mixers with loading devices, Concrete plants, motor generators (When used for temporary power and lights(Driving maintenance trucks and mounted-welded machines)-All Pumps(excluding River Cofferdam Pumps and Well Point Pumps), Motorized Concrete Buggies(When three or more are on jobsite), Skid-Steer and similar machines

Group 2:Maintenance of: Pumps, Generators,Mixers,Heaters

Group 3: Oilers of all gasoline, electric, deisel or air operated Gradalls; Concrete Pumps, Overhead Cranes in Power Houses,Assist in oiling, greasing and repairing of all machines, including: Driving Truck Cranes, Driving and operating Fuel and Grease Trucks, Cherry Pickers(Hydraulic Cranes) over 70,000 GVW and machines of a similar nature

Group 4: Oiler on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors(3 or more in battery)

Group 5: Master Mechanic

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1:Maintenance of: Generators, Light Towers

Group 2:Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

Group 4: Installing, repairing, maintaining, dismantling(of all equipment including Steel cutting & Bending machines, Fusion Coupling Machines, Vermeer Trenching machines, on-site crushing plant, mechanical heaters(1 through 7),Mine hoists, Tower Cranes, Linden Peine, Lorrain, Lebherr, Mannes or machines of a similar nature, Wellpoints)-Driving maintenance trucks and truck mounted welding machines, burning, welding-operating of accumilator for shield-driven tunnels, in addition to the performance of other duties:Handling,installation, jointing, coupling of all perminent steel and plastic pipe. RIDE UPON MOLES-tunnel boring machines-MICRO TUNNELING SYSTEMS, All temporary pipefitting;When three or more motorized concrete buggies(Ride type)are utilized on the jobsite they shall be serviced, maintained and repaired by the maintenance engineer.The Operating Engineer on autograde(C.M.I.)is to be assisted by the maintenance engineer who shall in addition perform other duties.

WAGES:
Per hour 07/01/2010

Steel Erection:		
Group 1	$ 51.89	+Additional $2.63
Group 2	48.69	+Additional 2.52
Group 3	37.56	+Additional 2.15
Building Construction:		
Group 1	49.52	+Additional 2.55
Group 2	38.93	+Additional 2.19
Group 3	47.17	+Additional 2.47
Group 4	35.55	+Additional 2.08
Group 5	49.52	+Additional 2.08 +$6.50 per day
Heavy Construction:		
Group 1	34.44	
Group 2	35.29	
Group 3	67.36	
Group 4	51.55	

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2010

All Classifications $ 22.90 + 3.99 (taxable)

Premium Time $ 40.15 + 7.98 (taxable)

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages Per Hour:

(1) year terms at the following wage rates:

Apprentices:	1st	2nd	3rd	4th.
07/01/2010	$22.81	$28.51	$34.21	$39.91

Supplemental Benefits:
Per Hour:

All Apprentices: $ 13.35 + 5.85 (taxable)

Premium Time $ 21.25 + 11.70 (taxable)

9-15Ab

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
EQUIPMENT COVERED: Jet-Rodder/Vacuum Truck, Flusher, Sewer Rodder, Stelco Hoist and similar, Sewer Winch/Tugger Hoist and similar, Vacall/Vactor, Closed Circuit Television Inspection Equipment, Chemical Grouting Equipment and similar, John Beame, Meyers and similar.

Per Hour:

	07/01/2010
Maintenance Engineer (Sewer Systems)	$ 51.55

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2010
All Classifications	$ 26.89
Premium Time	$ 48.13

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:

(1) year terms at the following wage rates.

Apprentices:	1st	2nd	3rd	4th
	$19.68	$24.60	$27.06	$29.52

Supplemental Benefits:
Per Hour:

Apprentices:	$ 16.60
Premium Time	$ 27.53

9-15Sewer

Operating Engineer - Building & Steel Erection **08/01/2010**

JOB DESCRIPTION Operating Engineer - Building & Steel Erection **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2010
Building Construction & Steel Erection:	
STEEL ERECTION:	
Three Drum Derricks	$ 62.92
Cranes,Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	60.37
Compressors, Welding Machines, Bridge Inspection Machines, (Moog and machines of a similar nature)	35.03

Compressors(Not combined with welding machines)	33.28
BUILDING CONSTRUCTION:	
Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes	60.04
Double Drum	56.58
4 Pole Hoists and Single Drum Hoists	54.58
Fork Lifts, Plaster(Platform Machine) Plaster Bucket, Concrete Pumps and all other equipment used for hoisting	49.47
House Cars and Rack & Pinion	49.47
Erecting and dismantling of Cranes	55.18
Compressors, Welding Machines(Cutting Concrete-Tank Work),Paint Spraying, Sand Blasting,Pumps(With the exclusion of concrete pumps),House Car (Settlement basis only), All Engines irrespective of power(Power-Vac) used to drive auxiliary equipment Air, Hydraulic,etc.,Boilers, Jacking System	36.56

APPLICABLE TO ALL CATEGORIES:
CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	$1.75/hr
150' to 249' "	2.00/hr
250' to 349' "	2.25/hr
350' to 450' "	2.75/hr
Tower Crane	2.00/hr

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2010	
All Operator Classes	$ 28.95	($5.85 Taxable)
Premium Time	$ 52.45	($11.70 Taxable)

OVERTIME PAY
See (*C, **D, O) on OVERTIME PAGE
*Note:Applies to Building Construction category
**Note: Applies to Steel Erection

HOLIDAY
Paid: See (5, 6, 7, 8, 11, 12, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 8, 11, 12, 16) on HOLIDAY PAGE
Note:
Codes 8 and 12 apply ONLY to Steel Erection
Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES
Per Hour:

(1) year terms at the following rates:

Apprentices:	1st	2nd	3rd

07/01/2009	$ 22.81	28.51	34.21

Supplemental Benefits:
Per Hour:

Straight Time	$ 19.20	($5.85 Taxable)
Premium Time	$ 32.95	($11.70 Taxable)

9-14 B&S

Operating Engineer - Heavy Construction **08/01/2010**

JOB DESCRIPTION Operating Engineer - Heavy Construction **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per Hour:
Group 1: Tower Crane/Climbing Crane

Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection:Hydraulic Clam Shells,Moles and machines of a similar nature

Group 3: Mine Hoists, Cranes, etc, used as Mine Hoists

Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature

Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels,

Group 6: All Drills and machines of a similar nature

Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers

Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)

Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)

Group 10: Concrete Mixer

Group 11: Elevators

Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer

Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console

Group 14: Barrier Mover, Barrier Transport and machines of a similar nature

Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Churn Drill

Group 16: Boilers(High pressure),Compressors, Pumps(River Cofferdam) and Welding Machines(except where arc is operated by another Operating Engineer) Push Button Machines, All Engines,irrespective of power(Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Group 17: Utility-Horizontal Boring Rig

Group 18: Utility Compressors

Group 19: Paving-Asphalt Spreader, Autograde (C.M.I.), Roto-Mill

Group 20: Paving-Asphalt Roller

Group 21 Paving-Asphalt Plant

Group 22: Master Mechanics

Group 23: Cherry Picker (Over 20 tons), Loader (Over 6 yards)

Group 24: Backhoes and Loaders (Up to 37,000lbs), Bulldozers, Scrapers, Turn-A-Pulls, Tugger Hoists, Tractors, Hysters, Roustabout Cranes, Conveyers, Balast Regulators (Ride On), Track Removal Machine or similar, Motor Graders, Locomotives (10 tons and under),Curb & Gutter Pavers and machines of a similar nature

Group 25:Post Hole Digger,Ditch Winch, Road Finishing Machines, Rollers (5 tons and under, Dual Purpose Trucks,Forklifts, Dempsey Dumpsters, Fireman

Group 26: Oiler (Gradalls, Concrete Pumps, Cold Planers Grader)

Group 27: Oiler (Crawler Cranes, Backhoes, Trenching Machines, Compressors (3 or more in battery)

WAGES:(per hour)

	07/01/2010	
Group 1	$ 70.63	
Group 2	57.77	
Group 3	59.69	
Group 4	58.22	
Group 5	57.02	
Group 6	54.64	
Group 7	55.69	
Group 8	54.03	
Group 9	52.81	
Group 10	50.40	
Group 11	46.89	
Group 12	47.97	
Group 13	48.40	
Group 14	43.11	
Group 15	35.82	
Group 16	33.07	
Group 17	51.24	
Group 18	32.85	
Group 19	54.03	
Group 20	52.55	
Group 21	44.04	
Group 22	57.02	Plus $65.00 per week
Group 23	53.35	
Group 24	51.78	
Group 25	49.20	
Group 26	46.60	
Group 27	32.59	

SUPPLEMENTAL BENEFITS
Per Hour:

		07/01/2010	
Groups 1-22	Regular Time	$ 28.95	($5.85 Taxable)
	Premium Time	$52.45	($11.70 Taxable)
Groups 23-27	Regular Time	$ 26.89	($3.99 Taxable)
	Premium Time	$ 48.13	($7.98 Taxable)

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:

(1) year terms at the following wage rates:

Apprentices:	1st	2nd	3rd	4th
07/01/2010	$ 18.17	$ 22.71	$ 24.98	$ 27.25

Supplemental Benefits:
Per Hour:

Apprentices: Groups 1-22	Regular Time	$ 19.20	($5.85 Taxable)
	Premium Time	$ 32.95	($11.70 Taxable)
Groups 23-27	Regular Time	$ 18.64	($3.99 Taxable)
	Premium Time	$ 27.63	($7.98 Taxable)

9-14 HC

Operating Engineer - Marine Construction 08/01/2010

JOB DESCRIPTION Operating Engineer - Marine Construction DISTRICT 4

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

WAGES
Per Hour:

DREDGING OPERATIONS	07/01/2010
CLASS A Operator, Leverman, Lead Dredgeman	$ 32.89
CLASS A1 Dozer, Front Loader Operator	To Conform to Operating Engineer Prevailing Wage in Locality where Work is being Performed including Benefits.
CLASS B Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	$ 28.49
Certified Welder, Boat Operator(licensed)	$ 26.84
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	$ 26.14
Welder (please add)	$ 0.06
Boat Operator	$ 25.29

CLASS D

Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 21.09
Oiler(please add)	$ 0.09

SUPPLEMENTAL BENEFITS
Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2010
All Classes A & B	$ 8.06 plus 7% of straight time wage
(overtime hours add)	$ 0.63
All Class C	$ 7.75 plus 7% of straight time wage
(overtime hours add)	$ 0.48
All Class D	$ 7.45 plus 7% of straight time wage
(overtime hours add)	$ 0.23

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Painter **08/01/2010**

JOB DESCRIPTION Painter **DISTRICT 9**

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

(Per hour)	07/01/2010
Brush / Taper	$ 36.50
Spray & Scaffold	39.50
Fire Escape	39.50
Decorator	39.50
Paperhanger/Wall Coverer	37.50

SUPPLEMENTAL BENEFITS

(per hour worked)	07/01/2010
Paperhanger	$ 28.25
All others	23.14

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Indentured after 5/31/93 (1) year terms at the following wage rate.
(per hour)

Appr 1st term...	$ 13.25
Appr 2nd term...	18.25
Appr 3rd term...	21.90
Appr 4th term...	29.20

Spplemental benefis:
(per Hour worked)

Appr 1st term...	$10.57
Appr 2nd term...	14.11
Appr 3rd term...	17.00
Appr 4th term...	22.34

9-NYDC9-B/S

Painter 08/01/2010

JOB DESCRIPTION Painter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

	07/01/2010	07/01/2011
Drywall Taper	$ 41.32	$ 42.82

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker:	$ 21.73	$ 22.90

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 10, 11, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

One (1) year terms at the following percentages of journeyworker rate

	07/01/2010	07/01/2011
1st term	40%	40%
2nd term	60%	60%
3rd term	80%	80%

Supplemental Benefits per hour paid:

One (1) year term at the following dollar amount

1st term	$ 9.59
2nd term	$ 15.64
3rd term	$ 18.37

9-1974-DWT

Painter - Bridge & Structural Steel 08/01/2010

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 9

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
(Per Hour Worked)

	07/01/2010	10/01/2010
STEEL:		

Bridge Painting	$ 45.50	$ 46.25
Power Tool/Spray	$ 51.50	$ 52.25

Shift Work: Where project specifications and/or contract provide for night work outside the regular hours of work, and said night work is performed on a second shift, which is separate from the first crew, the night shift employees shall be paid an additional 10% of the regular wage up to seven (7) hours, after which they shall be paid at time and one half the regular wage. If only a night shift is employed, the employees shall be paid at time and one half.

Note: 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.

SUPPLEMENTAL BENEFITS
Per Hour Worked:

	07/01/2010	10/01/2010
Journeyworker	$ 29.90* $ 29.90**	$ 31.04* $ 31.04**
Hourly Rate after 40 hours from May 1st to Nov. 15th	$6.00 only	$6.75 only
Hourly Rate after 50 hours from Nov. 16th to April 30th	$6.00 only	$6.75 only

*For the period of May 1st to November 15th:
This rate shall be paid up to maximun of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.
EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

**For the period of November 16th to April 30th:
This rate shall be paid up to a maximun of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

OVERTIME PAY
See (A, F, R) on OVERTIME PAGE
*Note: When calculating overtime pay for the Power Tool/ Spray classification, add Six dollars to the hourly overtime rate calculated for the "Bridge Painting" classification.

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

REGISTERED APPRENTICES
(wage per hour Worked):

(1) year terms at the following percentage of Journeyworkers wage.

Apprentices:	1st	2nd	3rd
07/01/2010	40%	60%	80%

Supplemental Benefits:

1st Term: Same as Journeyman excluding the additional $5.00 per hour paid.

2nd and 3rd term: Same as Journeyman

9-DC-9/806/155-BrSS

Painter - Line Striping **08/01/2010**

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 9

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2010
Striping-Machine Operator*	$ 25.53
Linerman Thermoplastic	$ 30.79

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2010
Journeyworker:	$ 9.97 + 7% of wage

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

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

9-8A/28A-LS

Painter - Metal Polisher 08/01/2010

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 9

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

WAGES

	07/01/2010
Metal Polisher	$ 25.60*

*Note: All workers shall be paid an additional premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 34 feet off the ground. Such premium are to be paid on top of their straight time or overtime, whichever is applicable. This also applies to employees erecting scaffolding.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2010
Journeyworker:	$ 11.12

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

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
55% of Basic Polisher Rate

9-8A/28A-MP

Plasterer 08/01/2010

JOB DESCRIPTION Plasterer **DISTRICT** 9

ENTIRE COUNTIES
Kings, Nassau, Queens, Suffolk

PARTIAL COUNTIES
New York: Includes work in all Islands in New York City, except Manhattan.

WAGES
Per hour:

	07/01/2010
Building:	
Plasterer/Traditional	$ 35.53

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyworker	$ 21.80

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:
(per hour)

(1) year terms at the following % Journeyworkers wage rate.

First year:	1st 6 months	2nd 6 months
	40%	45%
Second year:	1st 6 months	2nd 6 months
	55%	60%
Third year:	1st 6 months	2nd 6 months
	70%	75%

Supplemental Benefits:
(per hour paid):
(1) year term broken down into six month periods:
1st year:

1st six months	$ 8.37
2nd six months	9.35
3rd six months	11.35
4th six months	12.33
5th six months	14.33
6th six months	15.33

9-530-Z1

Plasterer **08/01/2010**

JOB DESCRIPTION Plasterer **DISTRICT 9**

ENTIRE COUNTIES
Bronx, New York, Richmond

WAGES
Per hour:

	07/01/2010
Building:	
Plasterer/Traditional	$ 35.53

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyworker	$ 25.19

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:
(per hour paid):

(1) year terms at the following percentage of Journeyworkers wage.

First year:	1st 6 months	2nd 6 months
	40%	45%
Second year:	1st 6 months	2nd 6 months
	55%	60%

Third year:	1st 6 months	2nd 6 months
	70%	75%

Supplemental Benefits:
(per hour paid):
(1) year term broken down into six months period:

First year:	
1st six months	$ 9.35
2nd six months	$10.58
Second year:	
1st six months	$12.58
2nd six months	$13.59
Third year:	
1st six months	$15.61
2nd six months	$16.64

9-530-Z2

Plumber **08/01/2010**

JOB DESCRIPTION Plumber **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour worked:	07/01/2010
Plumber	$ 51.36
Residential**	$ 36.26
Repairs & Alterations*	$ 30.40

*Repair & alteration work is any repair and/or replacement of present plumbing system that does not change existing roughing or water supply lines.
**(RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

THERE ARE NO HELPERS UNDER THIS CLASSIFICATION; WHEN USING APPRENTICES, MUST FOLLOW RATIO FOR PLUMBERS.

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base,
an additional $1.00 per hour.
SHIFT WORK:
Shift work,when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven(7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift.
A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M.and midnight shifts.
For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits.
For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2010
Straight Time:	
Plumber: Journeyworker	$ 30.74
Repairs & Alterations	$ 13.04
Residential	$ 21.02
Premium Time:	
Plumber: Journeyworker	$ 60.18
Repairs & Alterations	$ 25.80

Residential $ 41.76

OVERTIME PAY
OVERTIME:
Plumber:..... See (C, O, V) on OVERTIME PAGE.
Repairs & Alterations..See (B, H) on OVERTIME PAGE.

HOLIDAY
HOLIDAY:
Plumber:..... Paid: See (1) on HOLIDAY PAGE.
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.
Plumber-Repairs &
Alterations..Paid: See (1) on HOLIDAY PAGE.
Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages:
(Per Hour)
(1/2) year terms at the following wage:

*Apprentices:	1st&2nd	3rd&4th	5th&6th	7th&8th	9th	10th
07/01/2009	$14.00	$17.51	$19.61	$22.46	$23.86	$35.93

Supplemental Benefits per hour paid:
(1/2) year term at the following dollar amount:

07/01/2009	1st	2nd	3rd-10th
	$.33	$2.58	$12.12

*Note: The Repairs & Alterations Category has NO Apprentices.

9-1

Roofer 08/01/2010

JOB DESCRIPTION Roofer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES
Per Hour: 07/01/2010

Roofer/Waterproofer $ 37.50

SUPPLEMENTAL BENEFITS
Journeyworker $ 27.37

OVERTIME PAY
See (B, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following percentage of Journeyworkers hourly wage.

1st	2nd	3rd	4th
35%	50%	60%	75%

Supplemental Benefits:
Per hour paid at the following term percentage of Journeyworkers.

Apprentice:

1st	2nd	3rd	4th

$3.87	$13.86	$16.50	$20.50

9-8R

Sheetmetal Worker **08/01/2010**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2010

SIGN ERECTOR $39.70

*NOTE: Overhead Highway Signs and Structurally Supported Signs
(See IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS
PER HOUR 07/01/2010

$26.27

OVERTIME PAY
See (A, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour: 07/01/2010

Half (1/2) year terms at the following rate(s):

1st	2nd	3rd	4th	5th
35%	40%	45%	50%	55%
6th	7th	8th	9th	10th
60%	65%	70%	75%	80%

Supplemental Benefits per hour paid:
Half (1/2) year terms at the following dollar amount

	07/01/2010
1st	$7.21
2nd	$8.17
3rd	$9.14
4th	$10.10
5th	$13.58
6th	$15.41
7th	$16.65
8th	$17.92
9th	$19.59
10th	$21.19

9-137-SE

Sheetmetal Worker **08/01/2010**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2010

Sheetmetal Worker $ 45.40

For Temporary Operation or
Maintenance of Fans is 80% of Above Wage Rate

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2010

Sheetmetal Worker $ 36.07

OVERTIME PAY
See (A, O) on OVERTIME PAGE
For Fan Maintenance See Codes B & O

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:

(1/2) Year Terms at the following percentage of journeyman's hourly wage:

1st	2nd	3rd	4th
30%	35%	40%	45%
5th	6th	7th	8th
50%	55%	60%	70%

Supplemental Benefits per hour:

1st Term	$ 16.63
2nd Term	18.28
3rd Term	19.90
4th Term	21.52
5th Term	21.52
6th Term	23.02
7th Term	24.97
8th Term	28.74

4-28

Steamfitter *08/01/2010*

JOB DESCRIPTION *Steamfitter* **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2010

Steamfitter/Maintenance &
AC Service Work $ 34.55
*Additional
$ 1.00

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
Refrigeration Compressor installation up to 5hp (combined).
Air Condition / Heating Compressor installation up to 10hp (combined).

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS
Per Hour

Steamfitter/Maintenance & AC Service Work	$ 10.52

OVERTIME PAY
OVERTIME:....See (B, E, Q*, S**) on OVERTIME PAGE.

HOLIDAY
HOLIDAY:
Paid:.....See (2, 6, 9, 10, 11, 15, 17, 26,Memorial Day) on HOLIDAY PAGE.
Overtime:.... * (2, 6, 9, 15, 17)
** (10, 11, 26, Memorial Day)

9-638B-StmFtrRef

Steamfitter **08/01/2010**

JOB DESCRIPTION Steamfitter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour

	07/01/2010	
Steam Fitter	$ 48.90	*Additional $ 2.50/Hr.
Sprinkler Fitter	48.90	*Additional $ 2.50/Hr
For Work on Temporary Heat & Air Conditioning	$ 37.16	*Additional $ 2.50/Hr

*Increase to be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour

Steamfitter	$ 41.56
Sprinkler Fitter	41.56
(For Work on Temporary Heat & Air conditioning).	$ 33.47

OVERTIME PAY
See (C, *D, O, V) on OVERTIME PAGE
(*D) ON ALL HVAC AND MECHANICAL CONTRACTS THAT DO NOT EXCEED $15,000,000.00
and ON ALL FIRE PROTECTION/SPRINKLER CONTRACTS THAT DO NOT EXCEED $ 1,500,00.00

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour worked:

(1) year terms at the following percentage of Journeyworkers wage.

Apprentices:	1st	2nd	3rd	4th	5th
	40%	50%	65%	80%	85%

Suppelmental Benefits:
(1) year term at the following dollar amounts:

Apprentices:	1st	2nd	3rd	4th	5th

07/01/2010	$17.17	$21.24	$27.34	$33.43	$35.47	9-638A-StmSpFtr

Survey Crew Consulting **08/01/2010**

JOB DESCRIPTION Survey Crew Consulting **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Dutchess: Only the portion south of the north city line in Poughkeepsie.

WAGES
Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer agreement.
Categories cover GPS & underground surveying.

WAGES: (per hour)

Survey Rates:	07/01/2010
Party Chief.....	$ 33.70
Instrument Man..	$ 28.38
Rodman.....	$ 25.02

SUPPLEMENTAL BENEFITS

Per Hour	07/01/2010
All Crew Members:	$ 11.70

OVERTIME PAY
OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Teamster - Building ***08/01/2010***

JOB DESCRIPTION Teamster - Building **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2010
Truck Driver (Building Demolition & Debris)	
Trailers	$ 29.85
Straight Jobs	29.55

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2010
All Classifications	$ 24.35

OVERTIME PAY
See (B, L, S, S1) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 8, 11, 12, 26) on HOLIDAY PAGE

4-282

Teamster - Heavy&Highway **08/01/2010**

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2010

Truck Driver/Chauffer (Debris Removal)

Trailers	$ 29.85
Straight Jobs	$ 29.55

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2010

All Classifications	$ 24.35

OVERTIME PAY
See (B, L, S, S1) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 8, 11, 12, 26) on HOLIDAY PAGE

4-282

Welder **08/01/2010**

JOB DESCRIPTION Welder **DISTRICT** 1

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

WAGES
Per hour 07/01/2010

Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY

HOLIDAY

1-As Per Trade

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day

GENERAL DECISION: NJ20100031 07/09/2010 NJ31

Date: July 9, 2010
General Decision Number: NJ20100031 07/09/2010

Superseded General Decision Number: NJ20080031

State: New Jersey

Construction Type: Building

County: Bergen County in New Jersey.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	05/07/2010
2	05/28/2010
3	06/04/2010
4	07/09/2010

ASBE0032-008 09/19/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement)	$ 43.70	27.84

BRNJ0002-014 11/01/2009

	Rates	Fringes
BRICKLAYER (Including Caulking, Cleaning and Pointing)	$ 36.70	23.47

Work on high stacks: 22% per hour additional.

BRNJ0002-016 11/01/2009

	Rates	Fringes
MASON - STONE	$ 36.70	23.47

The Contractor's agreement as provided in the immediately preceding paragraph above shall be deemed to be based upon the consideration forming part of this Contract as a whole and not to be gratuitous; but in any event even if deemed gratuitous and without consideration, such agreement as provided in the immediately preceding paragraph above shall nevertheless be effective. Such release shall include all claims, whether or not in litigation and even though still under consideration by PATH or the Engineer. Such release shall be effective notwithstanding any purported reservation of right by the Contractor to preserve such claim. The acceptance of any check designated as "Final Payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the Contractor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause, notwithstanding any purported reservation of rights.

The Contractor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this numbered clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of contract) for an amount not included in said Final Payment. In any case in which interest is allowable on the amount of the Final Payment, such interest shall be at the rate of 6% per annum for the period, if any, in which such interest is due.

31. WITHHOLDING OF PAYMENTS

If (1) the Contractor fails to perform any of his obligations under this Contract or any other agreement between PATH and the Contractor (including his obligation to PATH to pay any claim lawfully made against him by any materialman, subcontractor or workman or other person which arises out of or in connection with the performance of this Contract or any other agreement with PATH) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between PATH and the Contractor is made against PATH or (3) any subcontractor under this Contract or any other agreement between PATH and the Contractor fails to pay any claims lawfully made against him by any materialman, subcontractor, workman or other third person which arises out of or in connection with this Contract or any other agreement between PATH and the Contractor or if in the opinion of the Chief Engineer any of the aforesaid contingencies is likely to arise, then PATH shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payment has already been certified as due) such sums as the Chief Engineer may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Chief Engineer may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by PATH to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that PATH does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of PATH to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by PATH shall create any obligation of any kind to such materialmen, subcontractors, workmen or other third persons.

Until actual payment to the Contractor, his right to any amount to be paid under this Contract (even though such amount has already been certified as due) shall be subordinate to the rights of PATH under this numbered clause.

In the event that wages and/or supplements have been paid in an amount less than as required by this Contract, PATH shall also have the right to withhold from the Contractor out of any payment, final or otherwise, on this, or any other open contract that the Contractor has with PATH, so much as may be necessary to pay to laborers, mechanics, architects, draftsmen, engineers and technical workers, and others employed on the Work, the difference between the sums such persons should have received as wages and/or supplements and the amounts they actually received, and to pay such sums over to such persons. All such payments shall be deemed to be payments for the Contractor's account. In addition, the Contractor shall be required to pay to PATH an amount equal to PATH's cost of any investigation conducted by or on behalf of PATH, that discovers a failure to pay wages and/or supplements as required by this Contract by the Contractor or its subcontractors, the cost of such investigation to be determined by the Chief Engineer personally. If the Contractor fails or refuses to pay for the cost of any such investigation after demand by PATH, PATH may deduct from any amount payable to the Contractor by PATH, under the Contract or under any other open contract between the Contractor and PATH, an amount equal to the cost of such investigation.

If, however, the payment of any amount due to the Contractor shall be improperly delayed by the fault of PATH, PATH shall pay the Contractor interest thereon at the rate of six percent (6%) per annum for the period of delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

CHAPTER III

PROVISIONS RELATING TO TIME

32. TIME FOR COMPLETION AND DAMAGES FOR DELAY

The Contractor shall complete the performance of all Work required by each Work Order within the time(s) specified by the Engineer in such Work Order.

The Contractor shall not commence the performance of the first Work Order until the later of the following dates:

A. If a Performance and Payment Bond is required, the date of receipt by him of notice from PATH that the Performance and Payment Bond furnished by him is satisfactory;

B. The date of receipt by him of notice from PATH that the insurance procured by him in accordance with the clause hereof entitled "Insurance Procured by Contractor" is satisfactory, as evidenced by the certificate(s) furnished in accordance with said clause.

The time for completion shall not be extended on account of the time required to furnish the documents referred to in subparagraphs A. and B. above, but PATH shall give notice to the Contractor within ten days after receipt of the Performance and Payment Bond or certificate(s) of insurance as to whether or not such bond or insurance is satisfactory.

The Contractor's obligation to start the Work at the construction site within the time or times provided for in this Contract is of the essence for this Contract. The Contractor guarantees that he can and will commence the performance of the Work and progress the Work within the time hereinbefore stipulated or within the time as extended in accordance with the clause hereof entitled "Extensions of Time". Inasmuch as the damage and loss to PATH which will result from delay in commencing the performance of the Work within the time herein stipulated will include items of loss whose amount will be incapable or very difficult of accurate estimation, the damages to PATH for each calendar day by which the Contractor does not commence performance of the Work within the time or times above stipulated or within such time or times as extended in accordance with the clause hereof entitled "Extensions of Time", shall be liquidated in the sum of Five Hundred Dollars ($500) per calendar day.

The Contractor shall notify the Engineer of the time he plans to commence Work at the construction site at least 2 days prior to such time.

33. TERM OF CONTRACT

The term of the Contract shall commence on the date of PATH's acceptance of the Contractor's Proposal and shall terminate on the date 2 years after the date of PATH's acceptance of the Contractor's Proposal. However, if a Work Order is issued prior to the date 2 years after the date of the Authority's acceptance of the Contractor's Proposal that requires Work to be performed after the aforementioned 2 year period, the Contractor shall perform such Work and the Contract shall continue in full force and effect until the completion of such Work Order.

This Contract may be terminated by the Authority at any time during the term of this Contract. The Authority shall have the right to terminate this Contract or any part thereof, without cause, at any time, upon 30 days written notice to the Contractor. The right of termination described above shall be in addition to any rights and remedies that the Authority would have at law or in equity resulting from the Contractor's breach of this Contract.

34. EXTENSIONS OF TIME

The time above provided for completion of any part of the Contract shall be extended (subject, however, to the provisions of this numbered clause) only if in the opinion of the Engineer the Contractor is necessarily delayed in completing such part by such time solely and directly by a cause which meets all the following conditions:

A. Such cause is beyond the Contractor's control and arises without his fault;

B. Such cause comes into existence after the opening of Proposals on this Contract and neither was nor could have been anticipated by investigation before such opening.

35. CANCELLATION FOR DELAY

If the performance of the Contract or any portion of it shall, in the opinion of the Chief Engineer, be materially delayed, whether or not through the fault of the Contractor, by any cause which affects the Contractor's ability to perform the Contract without affecting to the same degree PATH's own ability to perform it, either directly or through others, PATH shall have the right at any time during the existence of such delay to cancel this Contract as to any portion not yet performed, without prejudice to the rights, liabilities and obligations of the parties under this Contract arising out of portions already performed, provided, however, that such right of cancellation shall not exist if the delay be due to any wrongful act or omission of PATH. In the event of such cancellation, no allowance shall be made for anticipated profits.

CHAPTER IV

CONDUCT OF CONTRACT

36. AUTHORITY OF CHIEF ENGINEER

Inasmuch as the public interest requires that the project to which this Contract relates shall be performed in the manner which PATH, acting through the Chief Engineer, deems best, the Chief Engineer shall have absolute authority to determine what is or is not necessary or proper for or incidental to the portion thereof specified in the clause hereof entitled "General Agreement" and the Contract Drawings and Specifications shall be deemed merely his present determination on this point. In the exercise of this authority, he shall have power to alter the Contract Drawings and Specifications; to require the performance of Work not required by them in their present form, even though of a totally different character from that now required; and to vary, increase and diminish the character, quantity and quality of, or to countermand, any Work now or hereafter required. Such variation, increase, diminution or countermanding need not be based on necessity but may be based on convenience.

If at any time it shall be, from the viewpoint of PATH, impracticable or undesirable in the judgment of the Chief Engineer to proceed with or continue the performance of the Contract or any part thereof, whether or not for reasons beyond the control of PATH, he shall have authority to suspend performance of any part or all of the Contract until such time as he may deem it practicable or desirable to proceed. Moreover, if at any time it shall be, from the viewpoint of PATH impracticable or undesirable in the judgment of the Chief Engineer to proceed with or continue the performance of the Contract or any part thereof whether or not for reasons beyond the control of PATH, he shall have authority to cancel this Contract as to any or all portions not yet performed and as to any materials not yet installed even though delivered. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed, but no allowance shall be made for anticipated profits.

To resolve all disputes and to prevent litigation the parties to this Contract authorize the Chief Engineer to decide all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract (including claims in the nature of breach of Contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal and claims of a type which are barred by the provisions of this Contract) and his decision shall be conclusive, final and binding on the parties. His decision may be based on such assistance as he may find desirable. The effect of his decision shall not be impaired or waived by any negotiations or settlement offers in connection with the question decided, whether or not he participated therein himself, or by any prior decision of the Engineer or others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Contract.

All such questions shall be submitted in writing by the Contractor to the Chief Engineer for his decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. In any action against PATH relating to any such question the Contractor must allege in his complaint and prove such submission, which shall be a condition precedent to any such action. No evidence or information shall be introduced or relied upon in such an action that has not been so presented to the Chief Engineer.

This numbered clause shall be governed by and construed in accordance with the law of the State of New York, without giving effect to its choice of law provisions.

37. AUTHORITY AND DUTIES OF ENGINEER

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Engineer and shall perform the Contract to the satisfaction of the Engineer at such times and places, by such methods and in such manner and sequence as he may require, and the Contract shall at all stages be subject to his inspection. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret Contract Drawings and Specifications. The Contractor shall employ no equipment, materials, methods or men to which the Engineer objects, and shall remove no materials, equipment or other facilities from the construction site without permission. Upon request, the Engineer shall confirm in writing any oral order, direction, requirements or determination.

The Contractor is requested to orally advise the Engineer of questions as they arise. Although such advice will not substitute for the written notice and information for which requirements are set forth elsewhere herein, it is anticipated that it will facilitate prompt decisions on the part of the Engineer and others.

The enumeration herein or in the Specifications of particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control or in which the Contract shall be performed to his satisfaction or subject to his inspection, shall not imply that only the matters of a nature similar to those enumerated shall be so governed and performed, but without exception the entire Contract shall be so governed and so performed.

38. NOTICE REQUIREMENTS

No claim against PATH shall be made or asserted in any action or proceeding at law or in equity, and the Contractor shall not be entitled to allowance of such claim, unless the Contractor shall have complied with all requirements relating to the giving of written notice of the information with respect to such claim as provided in this numbered clause. The failure of the Contractor to give such written notice and information as to any claim shall be conclusively deemed to be a waiver by the Contractor of such claim, such written notice and information being conditions precedent to such claim. As used herein "claim" shall include any claim arising out of, under, or in connection with, or in any way related to or on account of, this Contract (including claims in the nature of breach of Contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal and claims of a type which are barred by the provisions of this Contract) for damages, payment or compensation of any nature or for extension of any time for performance of any part of this Contract.

The requirements as to the giving of written notice and information with respect to claims shall be as follows:

A. Any matter for which requirements are set forth elsewhere in this Contract, or on Work Order(s) issued by the Engineer, as to notice and information, such requirements shall apply.

B. In the case of all other types of claim, notice shall have been given to the Engineer, personally, as soon as practicable, and in any case, within 48 hours, after occurrence of the act, omission, or other circumstance upon which the claim is or will be based, stating as fully as practicable at the time all information relating thereto. Such information shall be supplemented with any further information as soon as practicable after it becomes or should become known to the Contractor, including daily records showing all costs which the Contractor may be incurring or all other circumstances which will affect any claim to be made, which records shall be submitted to the Engineer, personally.

The above requirements for notices and information are for the purpose of enabling PATH to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects of circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expense or circumstances as they occur, and the requirements herein for such notice and information are essential to this Contract and are in addition to any notice required by statute with respect to suits against PATH.

The above referred to notices and information are required whether or not PATH is aware of the existence of any circumstances which might constitute a basis for a claim and whether or not PATH has indicated it will consider a claim.

No act, omission, or statement of any kind shall be regarded as a waiver of any of the provisions of this numbered clause or may be relied upon as such waiver except only either a written statement signed by the Executive Director of the Authority or a resolution of the Commissioners of the Authority expressly stating that a waiver is intended as to any particular provision of this numbered clause, and more particularly no discussion, negotiations, consideration, correspondence, or requests for information with respect to a claim by any Commissioner, officer, employee or agent of the Authority shall be construed as a waiver of any provision of this numbered clause or as authority or apparent authority to effect such a waiver.

Since merely oral notice or information may cause disputes as to the existence or substance thereof, and since notice, even if written, to other than PATH representative above designated to receive it may not be sufficient to come to the attention of the representative of PATH with the knowledge and responsibility of dealing with the situation only notice and information complying with the express provisions of this numbered clause shall be deemed to fulfill the Contractor's obligation under this Contract.

39. EQUAL EMPLOYMENT OPPORTUNITY - NEW YORK

During the performance of this Contract, within the State of New York the Contractor agrees as follows:

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

B. The Contractor shall send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses A through H (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by PATH as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this Contract, shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

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

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

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

F. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by PATH upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State, PATH or other public authority or agency of the State, until he has satisfied the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor by the Commission and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights or his designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

G. The Contractor shall include the provisions of clauses A through F in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor shall take such action in enforcing such provisions of such subcontract or purchase order as PATH may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by PATH, the Contractor shall promptly so notify the General Counsel to PATH, requesting him to intervene and protect the interests of PATH.

H. The provisions of this numbered clause which refer to the State Commission for Human Rights, the Attorney General and the Industrial Commissioner are inserted in this Contract for the benefit of such parties, as well as for the benefit of the Authority, and said Commission, Commissioner and the Attorney General shall have a direct right of action against the Contractor to effectuate the intent of this clause.

40. EQUAL EMPLOYMENT OPPORTUNITY - NEW JERSEY

With respect to the performance of Work in the State of New Jersey and in order to conform with the policy of PATH the Contractor agrees that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of this Contract and are binding upon him and that it shall not be a defense to the Contractor in any action arising directly or indirectly out of such legislation and Rules and Regulations that PATH may not be subject thereto.

The provisions of this numbered clause are for the benefit of the Attorney General of the State of New Jersey, Division on Civil Rights in the Department of Law and Public Safety of the State of New Jersey, and the Director thereof, as well as for the benefit of PATH, and said Division and Director shall have a right of action against the Contractor to effectuate the intent of this clause.

41. NO DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, within the State of New Jersey the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group persons are afforded equal employment opportunity without discrimination. Such programs shall include but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeships and on-the-job training,

B. The Contractor shall request such employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the Contract to furnish a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will cooperate in the implementation of the Contractor's obligations hereunder,

C. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor in the performance of the Contract with the Port Authority, that all qualified applicants will be afforded equal employment opportunity without discrimination because of race, creed, color, national origin, sex, age, disability or marital status,

D. The Contractor will include the provisions of subparagraphs A through C of this paragraph in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work in connection with the Contract with the Port Authority,

E. The Contractor will submit to PATH every two weeks a report indicating the number of workers employed at the construction site as of the lst and 15th days of each month and the projected number of workers to be so employed during the following month. This report shall also indicate the trade in which such workers are employed and, with respect to current employment (but not projected employment), shall indicate the number of such workers who are members of the following groups:

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

2.) Hispanic persons of Puerto Rican, Mexican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

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

4.) American Indian or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

F. The Contractor agrees that he will fully cooperate with the office of the Attorney General of the State of New Jersey and with PATH which seeks to deal with the problem of unlawful or invidious discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and said Contractor will comply promptly with all requests and directions from the Attorney General of the State of New Jersey and PATH in this connection, both before and during construction.

G. Full cooperation as expressed in clause F foregoing shall include, but not be limited to, - being a witness or complainant in any proceeding involving questions of unlawful or invidious discrimination if such is deemed necessary by the Attorney General of the State of New Jersey, permitting employees of said Contractor to be witnesses or complainants in any proceeding involving questions of unlawful or invidious discrimination, if such is deemed necessary by the Attorney General of the State of New Jersey, signing any and all documents involved in any proceeding involving questions of unlawful or invidious discrimination, the execution of which are deemed necessary by the Attorney General of the State of New Jersey, participating in meetings, submitting periodic reports on the racial aspects of present and future employment, assisting in inspection at the construction site, and promptly complying with all State directives deemed essential by the Attorney General of the State of New Jersey to insure compliance with all Federal and State laws, regulations and policies against racial or other unlawful or invidious discrimination.

H. Upon the basis of a finding by the Attorney General of the State of New Jersey that the Contractor has not complied with these nondiscrimination clauses and that by reason thereof there has been a material breach of this contract, the Executive Director of the Authority shall have the sole discretion and power to declare this contract null and void upon 10 days' notice to the Contractor. In such event the Contractor shall become liable for any and all damages which shall accrue to PATH including, but not limited to, the difference between the total cost of completion and the contract price under this agreement.

I. The provisions of this numbered clause which refer to the Attorney General are inserted in this contract for the benefit of the Attorney General of the State of New Jersey as well as for the benefit of PATH, and said Attorney General shall have a direct right of action against the Contractor to effectuate the intent of this clause.

42. AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with the provisions set forth hereinafter. These provisions are modeled on the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance in 1978.

Each bidder, contractor or subcontractor (hereinafter called the Contractor) must fully comply with the clauses entitled 'Equal Employment Opportunity - New York' and 'Equal Employment Opportunity - New Jersey' and these bid conditions. The Contractor commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive to assume the responsibility for the implementation of the requirements, terms and conditions of these bid conditions.

A. The goals for minority and female participation, expressed in percentage terms, for the Contractor's workforce at the construction site under this Contract are as follows:

Minority, except laborers	30%
Minority, laborers	40%
Female, except laborers	6.9%
Female, laborers	6.9%

These goals are applicable to all construction Work performed at the construction site under the Contract.

The Contractor's compliance with this Section shall be based on its implementation of the clauses entitled 'Equal Employment Opportunity - New York' and 'Equal Employment Opportunity - New Jersey', and specific affirmative action obligations required herein of minority and female employment and training must be substantially uniform throughout the length of the Contract and in each trade. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract. Compliance with the goals will be measured against the total work hours performed.

B.

1.) The Contractor shall provide written notification to the General Manager, Business and Job Opportunity, Office of Regional and Economic Development of the Port Authority of New York and New Jersey, within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under this Contract. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

2.) The Contractor shall submit a Workforce Projection Schedule, which shall be correlated to the progress schedule, within thirty days after acceptance of the proposal, for the approval of the Engineer. The Contractor shall maintain and periodically update it at intervals as required by the Engineer. The Workforce Projection Schedule shall include the time period in which each trade shall be utilized, the average number of workers required per trade on a weekly basis, the peak period for each trade, and the number of workers required per trade for the peak period on a weekly basis.

C.

1.) As used in these specifications:

a. Omitted

b. "Manager" means General Manager, Business and Job Opportunity, Office of Regional and Economic Development of the Authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;

d. "Minority" includes:

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

(ii) Hispanic persons of Puerto Rican, Mexican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

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

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2.) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 such provisions as are necessary for the Contractor to achieve the aggregate goals set forth above.

3.) Omitted.

4.) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in the total workforce at the construction site under the Contract including employees of the Contractor and the subcontractors. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified. These goals may be achieved through utilization of journeyworkers and apprentices. In the event they are not achieved through the utilization of journeyworkers, the maximum number of apprentices provided for in the applicable collective bargaining agreement may be utilized to achieve said goals.

5.) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

6.) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7.) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these provisions shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

b. Develop maximum job opportunities for apprentices appropriate to the conditions of the Work and subject to the applicable collective bargaining agreement, in conjunction with training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7a above.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Manager when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

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

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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

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

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth.

k. Tests and other selection requirements shall comply with 41 CFR Part 60-3.

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

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

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

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

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

9.) Goals for minorities and for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is under-utilized).

10.) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11.) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12.) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the clause entitled "Equal Employment Opportunity", including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by PATH. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

13.) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, PATH shall proceed accordingly.

14.) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports, including the Monthly Employment Utilization Report, relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15.) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

43. PREVAILING RATE OF WAGE

The Contractor shall pay or provide (and shall cause all subcontractors to pay or provide) to his or their workmen, laborers and mechanics (who are employed by him or them to work on an hourly or daily basis at any trade or occupation at or about the construction site) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation in the locality in which the Work is being performed as determined by the Engineer.

For purposes of this Contract, the Engineer has determined that the prevailing rates of wage and supplements are those established by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act (40 U.S.C.A. 276a) for the locality in which the Work is to be performed. The schedule of wages and supplemental benefits which are currently in effect is attached hereto. However, the applicable rates shall be those which are in effect on the date of opening of Proposals.

The provisions of this numbered clause are inserted in this Contract for the benefit of such workmen, laborers and mechanics as well as for the benefit of PATH; and if the Contractor or any subcontractor shall pay or provide any such workman, laborer or mechanic less than the rates of wages and supplements above described, such workman, laborer or mechanic shall have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which he is entitled under this clause. If such workman, laborer or mechanic is employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of at least the above minimum, and providing for a cause of action in the event of the subcontractor's failure to pay or provide such wages and supplements) such workman, laborer or mechanic shall have a direct right of action against the Contractor. PATH shall not be a necessary party to any action brought by any workman, laborer or mechanic to obtain a money judgment against the Contractor or any subcontractor pursuant to this numbered clause.

Nothing herein contained shall be construed to prevent the Contractor or any subcontractor from paying higher rates of wages or providing higher supplements than the minimum hereinbefore prescribed; and nothing herein contained shall be construed to constitute a representation or guarantee that the Contractor or any subcontractor can obtain workmen, laborers and mechanics for the minimum herein before prescribed. All wages actually paid that are in excess of the prevailing wages in the performance of Work shall be subject, on each occasion, to the initial and continuing approval of the Engineer in advance of the performance of such Work.

The Contractor shall post at the Work site, in a place that is prominent, accessible and visible to all employees of the Contractor and its subcontractors during the daily time period that the Contractor and/or subcontractor performs Work at the site, the appropriate prevailing wage and supplement schedules. The Contractor must inform all employees, including those of its subcontractors, that they may obtain a copy of the prevailing wage and supplement schedule from the Contractor.

The Contractor and every subcontractor shall make and maintain weekly payroll records during the course of the Work and for the period set forth in the clause hereof entitled "PATH Access to Records" for all employees employed in the Work. Such records shall contain the name, address and last four digits of the social security number of each such employee (Contractors and subcontractors must maintain the full social security number of each employee and shall provide them upon request to the Port Authority Inspector General), the employee's correct payroll classification, rate of pay and supplements, daily and weekly number of hours worked, deductions made and actual wages and supplements paid. The Contractor shall submit these weekly payroll records to PATH (on forms furnished by PATH) of all his payroll records and those of each of his subcontractors as PATH may require with the Contractor's monthly Payment Application, together with an affidavit by the Contractor and by each subcontractor to the effect that such payroll records are correct and complete, the wage and supplement rates contained therein are not less than those required by the provisions of this Contract, and the classifications set forth for each employee conform with the work performed. Such copies and summaries and the original payroll records shall be available for inspection by PATH (including its Inspector General), and the Contractor and its subcontractors shall permit such representatives to interview employees during working hours on the job site.

The Engineer may at any time request the Contractor to prepare a daily report on PATH form entitled *Contractor Daily Sign-In Sheet*, copies of which can be obtained from the Engineer. The *Contractor Daily Sign-In Sheet* shall be completed as follows:

1.) At the beginning of each workday the Contractor shall:

   a. fill in the top of the *Contractor Daily Sign-In Sheet*, including the location, date, contractor/subcontractor name and contract number;

   b. ensure that each employee, including those of subcontractors, has printed and signed his or her name and indicated his or her work classifications, the last four digits of his or her social security number, and his or her starting time;

2.) At the end of each workday, the Contractor shall:

   a. ensure that each employee, including those of subcontractors, has signed out and indicated his or her ending time;

   b. sign the Certification Statement at the bottom of the form to indicate that the information contained in the *Contractor Daily Sign-In Sheet* is true and accurate; and

   c. submit the original completed form to the Engineer's representative.

In an area of his office at the Site of the Work which is accessible to his employees, the Contractor shall display such printed material as may be provided by the Engineer setting forth information for the employees of the Contractor and his subcontractors concerning the wage and supplemental benefit requirements set forth in this numbered clause. The Contractor shall also cause each of his subcontractors to display such material in a similarly accessible place in any office which the subcontractor maintains at the Site of the Work.

The Contractor's failure to comply with any provision of this numbered clause shall be deemed a substantial breach of this Contract.

44. TITLE TO MATERIALS

All materials to become part of the permanent construction shall be and become the property of PATH upon delivery at the construction site or upon being especially adapted for use in or as a part of the permanent construction, whichever may first occur, subject however to the Contractor's assumption of risk under the clause hereof entitled "Risks Assumed by the Contractor", subparagraph A.

The Contractor shall promptly furnish to PATH such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, assuring to it title to such materials, free of encumbrances and shall mark or otherwise identify all such materials as the property of PATH.

45. ASSIGNMENTS AND SUBCONTRACTS

Any assignment or other transfer by the Contractor of this Contract or any part hereof or of any of his rights hereunder or of any monies due or to become due hereunder and any delegation of any of his duties hereunder without the express consent in writing of PATH shall be void and of no effect as to PATH, provided, however, that the Contractor may subcontract portions of the Work to such persons as the Engineer may, from time to time, expressly approve in writing. For each individual, partnership or corporation proposed by the Contractor as a subcontractor, the Contractor shall submit to PATH a certification or, if a certification cannot be made, a statement by such person, partnership or corporation to the same effect as the certification or statement required from the Contractor pursuant to the clauses of the "Information For Bidders" entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial or Termination, Etc; Disclosure of Other Required Information" and "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent Fee or Other Fee". All further subcontracting by any subcontractor shall also be subject to such approval of the Engineer. Approval of a subcontractor may be conditioned on (among other things) the furnishing, without expense to PATH, of a surety bond guaranteeing payment by the subcontractor of claims of materialmen, subcontractors, workmen and other third persons arising out of the subcontractor's performance of any part of the Work. Approval of a subcontractor may be rescinded for, among other things, failure of the Contractor to furnish the subcontractor's certificate of insurance, if any is required by the Form of Contract clause entitled "Insurance Procured by Contractor", within the time set forth in said clause.

No consent to any assignment or other transfer, and no approval of any subcontractor, shall under any circumstances operate to relieve the Contractor of any of his obligations; no subcontract, no approval of any subcontractor and no act or omission of PATH or the Engineer shall create any rights in favor of such subcontractor and against PATH; and as between PATH and the Contractor, all assignees, subcontractors, and other transferees shall for all purposes be deemed to be agents of the Contractor. Moreover, all subcontracts and all approvals of subcontractors shall be and, regardless of their form, shall be deemed to be conditioned upon performance by the subcontractor in accordance with this Contract; and if any subcontractor shall fail to perform the Contract to the satisfaction of the Engineer, the Engineer shall have the absolute right to rescind his approval forthwith and to require the performance of the Contract by the Contractor personally or through other approved subcontractors.

46. CLAIMS OF THIRD PERSONS

The Contractor undertakes to pay all claims lawfully made against him by subcontractors, materialmen and workmen, and all claims lawfully made against him by other third persons arising out of or in connection with or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

47. CERTIFICATES OF PARTIAL COMPLETION

If at any time prior to the rendition of the Certificate of Final Completion, any portion of the permanent construction has been satisfactorily completed, and if in the judgment of the Engineer such portion of the permanent construction is not necessary for the operations of the Contractor but will be immediately useful to and is needed by PATH for other purposes, the Engineer may render to PATH and to the Contractor a certificate in writing to that effect (herein called a Certificate of Partial Completion), and thereupon or at any time thereafter PATH may take over and use the portion of the permanent construction described in such Certificate and exclude the Contractor therefrom.

The rendition of a Certificate of Partial Completion shall not be construed to constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates in the event that he has failed to complete the same in accordance with the terms of this Contract. Moreover, the acceptance of a Certificate of Partial Completion by PATH shall not operate to release the Contractor or his sureties from any obligations under or upon this Contract or the Performance and Payment Bond.

48. CERTIFICATE OF FINAL COMPLETION FOR ALL WORK UNDER WORK ORDERS ISSUED PRIOR TO ONE YEAR AFTER ACCEPTANCE OF THE CONTRACTOR'S PROPOSAL

After the satisfactory completion of all Work whatsoever required under Work Orders issued prior to one year after acceptance of the Contractor's Proposal and the making of such tests and inspections as may be necessary or desirable, the Engineer shall render to PATH and to the Contractor a certificate in writing (herein called the Certificate of Final Completion For All Work Under Work Orders Issued Prior To One Year After Acceptance Of The Contractor's Proposal) certifying that in his opinion all Work under this Contract under Work Orders issued prior to one year after acceptance of the Contractor's Proposal has been completed in accordance with the Contract Drawings and Specifications and the requirements of the Engineer, and certifying the date as of which it was so completed.

The rendition of the Certificate of Final Completion For All Work Under Work Orders Issued Prior To One Year After Acceptance Of The Contractor's Proposal shall not be construed to constitute an extension of the Contractor's time for performance in the event that he has failed to complete the Work under Work Orders issued prior to one year after acceptance of the Contractor's Proposal in accordance with the terms of this Contract. Moreover, the acceptance of the Certificate of Final Completion For All Work Under Work Orders Issued Prior To One Year After Acceptance Of The Contractor's Proposal by PATH shall not operate to release the Contractor or his sureties from any obligations under or upon this Contract or the Performance and Payment Bond.

49. CERTIFICATE OF FINAL COMPLETION

After the satisfactory completion of all Work whatsoever required and the making of such tests and inspections as may be necessary or desirable, the Engineer shall render to PATH and to the Contractor a certificate in writing (herein called the Certificate of Final Completion) certifying that in his opinion all Work under this Contract has been completed in accordance with the Contract Drawings and Specifications and the requirements of the Engineer, and certifying the date as of which it was so completed.

The rendition of the Certificate of Final Completion shall not be construed to constitute an extension of the Contractor's time for performance in the event that he has failed to complete the Work in accordance with the terms of this Contract. Moreover, the acceptance of the Certificate of Final Completion by PATH shall not operate to release the Contractor or his sureties from any obligations under or upon this Contract or the Performance and Payment Bond.

As a condition precedent to rendition of the Certificate of Final Completion, the Contractor shall submit the "Summary of Asbestos Removal and Disposal Costs" and the "Summary of Lead Removal and Disposal Costs" in accordance with the clause of Division 1 - GENERAL PROVISIONS entitled "Asbestos Cost Summary Submittal" and "Lead Cost Summary Submittal".

50. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to an Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing PATH, or to a member of the immediate family (i.e, a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing PATH of duties involving transactions with the Contractor on behalf of PATH, whether or not such duties are related to this Contract or any other Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Authority contract), etc., which might tend to obligate PATH employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Authority contract.

Where used in this clause, the term "Authority" shall be deemed to include all subsidiaries of the Authority. Currently, those subsidiaries are the Port Authority Trans-Hudson Corporation (PATH), the Newark Legal and Communications Center and the New York and New Jersey Railroad Corporation.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated as of April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

CHAPTER V

WARRANTIES MADE AND LIABILITY

ASSUMED BY THE CONTRACTOR

51. CONTRACTOR'S WARRANTIES

The Contractor represents and warrants:

A. That he is financially solvent, that he is experienced in and competent to perform the type of services contemplated by this Contract, that the facts stated or shown in any papers submitted or referred to in connection with his Proposal are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;

B. That he has carefully examined and analyzed the provisions and requirements of this Contract and inspected the construction site, that from his own investigations he has satisfied himself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to him for such examination, analysis, inspection and investigations was adequate;

C. That the Contract is feasible of performance in accordance with all its provisions and requirements and that he can and will perform it in strict accordance with such provisions and requirements;

D. That no Director, officer, agent or employee of the Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder; and

E. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by PATH, its Directors, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, existence or location of materials, structures, obstructions, utilities or conditions, surface or subsurface, which may be encountered at the construction site; (3) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (4) the general or local conditions which may in any way affect this Contract or its performance; (5) the price of the Contract; or (6) any other matters, whether similar to or different from those referred to in (1) through (5) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

Moreover, the Contractor accepts the conditions at the construction site as they may eventually be found to exist and warrants and represents that he can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at his own cost and expense, unless specifically provided for elsewhere in this Contract.

Nothing in the Work Orders issued by the Engineer, Contract Drawings, if any, or Specifications or any other part of the Contract is intended as or shall constitute a representation by PATH as to the feasibility of performance of this Contract or any part thereof. Moreover, PATH does not warrant or represent either by issuance of the Work Orders issued by the Engineer, Contract Drawings, if any, and Specifications or by any provision of this Contract as to time for performance or completion or otherwise that the Contract may be performed or completed by the times required herein or by any other times.

The Contractor further represents and warrants that he was given ample opportunity and time and by means of this paragraph was requested by PATH to review thoroughly all documents forming this Contract prior to opening of Proposals on this Contract in order that he might request inclusion in this Contract of any statement, representation, promise or provision which he desired or on which he wished to place reliance; that he did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that he expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this numbered clause (though not only such provisions) are essential to PATH's consent to enter into this Contract and that without such provisions, PATH would not have entered into this Contract.

52. RISKS ASSUMED BY THE CONTRACTOR

The Contractor assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the Contractor, of PATH, or of third persons, or from any other cause, and whether such risks are within or beyond the control of the Contractor, excepting only risks which arise solely from affirmative acts done by PATH subsequent to the opening of Proposals on this Contract with actual and wilful intent to cause the loss, damage and injuries described in subparagraphs A through C below:

A. The risk of loss or damage to the permanent construction prior to the rendition of the Certificate of Final Completion (other than loss or damage to the portions of the permanent construction with respect to which Certificates of Partial Completion have been issued), and the Contractor shall forthwith repair, replace and make good any such loss or damage to the permanent construction without cost to PATH;

B. The risk of claims, fines or penalties, just or unjust, made by third persons or assessed by courts or governmental agencies or entities against the Contractor or PATH on account of injuries (including wrongful death), loss, damage or liability of any kind whatsoever arising or alleged to arise out of or in connection with the performance of the Work (whether or not actually caused by or resulting from the performance of the Work) or out of or in connection with the Contractor's operations or presence at or in the vicinity of the construction site or Authority premises, including claims against the Contractor or PATH for the payment of workers' compensation, whether such claims, fines or penalties are made or assessed and whether such injuries, damage, loss and liability are sustained at any time both before and after the rendition of the Certificate of Final Completion;

C. The risk of loss or damage to any property of the Contractor, and of claims made against the Contractor or PATH for loss or damage to any property of subcontractors, materialmen, workmen and others performing the Work, occurring at any time prior to completion of removal of such property from the construction site or Authority premises or the vicinity thereof.

The Contractor shall indemnify PATH against all claims described in subparagraphs B and C above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys, except where indemnity would be precluded by New York State General Obligations Law, Section 5-322.1 or by other applicable law. If so directed, the Contractor shall defend against any claim described in subparagraphs B and C above, in which event he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of PATH, governmental nature of PATH or the provisions of any statutes respecting suits against PATH . Unless a claim is one which the Contractor is not required to indemnify PATH against as described in the first sentence of this paragraph, such defense shall be at the Contractor's cost.

The provisions of this numbered clause shall also be for the benefit of the Commissioners, officers, agents and employees of PATH, so that they shall have all the rights which they would have under this numbered clause if they were named at each place above at which PATH is named, including a direct right of action against the Contractor to enforce the foregoing indemnity, except, however, that PATH by action of its Board of Commissioners may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this numbered clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the issuance of a Certificate of Completion nor the making of Final Payment shall release the Contractor from his obligations under this numbered clause. Moreover, neither the enumeration in this numbered clause nor the enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this numbered clause or of any other clause of this Contract relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this numbered clause or in any other clause of this Contract, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

53. NO THIRD PARTY RIGHTS

Nothing contained in this Contract is intended for the benefit of third persons, except to the extent that the Contract specifically provides otherwise by use of the words "benefit" or "direct right of action".

54. INSURANCE PROCURED BY PATH

In order to reduce the cost of this Contract, PATH will procure and will maintain in force and pay the premiums on:

A. A policy of public liability (Comprehensive - Commercial General Liability, including Contractual) insurance on which the Contractor and the subcontractors will be insureds issued by an insurance company satisfactory to PATH, with current coverage limits of $50 million per occurrence for bodily injury and property damage liability.

B. A policy of builder's risk insurance, covering the improvements or other Work to be effectuated by the Contractor and the subcontractors, with coverage limits of $50 million per occurrence for all locations combined (subject to a $50 million annual aggregate for flood and earthquake damage and a limit of $10 million per occurrence for damage to off-site storage and property in-transit). The deductible is $10,000 per occurrence for all losses except those caused by flood and earthquake, where a $50,000 deductible per occurrence with respect to flood, and a $25,000 deductible per occurrence with respect to earthquake are in effect. The policy form contains various exclusions, including but not limited to the following property exclusions: automobiles; aircraft; and Contractors' and subcontractors' machinery, tools, and equipment and property of a similar nature, including forms, shoring, scaffolding and similar property, not intended to become a permanent part of a building or structure. The Contractor and the subcontractors must refer to the policy form to determine all properties and perils included and excluded and to determine their rights and responsibilities as insureds under the policy form. The Contractor and the subcontractors are responsible for payment for all losses within the deductibles and losses not covered by the builder's risk policies.

The current policies described in A and B of this numbered clause are available for examination by appointment in the office of the General Manager, Risk Management, The Port Authority of NY & NJ, Treasury Department, 225 Park Avenue South, 12th Floor, New York, N.Y. 10003. The policies under A above are subject to certain liability coverage exclusions, which include, but are not limited to, exclusions from liability from claims arising from pollution and exposure to asbestos.

The Contractor and subcontractors shall comply with all obligations of the insured under or in connection with all of the policies described in A and B above.

PATH shall have the right at any time and from time to time at its option to procure insurance substituting in whole or in part for any or all of the policies described in A and B above or to require that the Contractor and the subcontractors themselves obtain insurance substituting in whole or part for that above referred to, provided always, however, that the Contractor and the subcontractors shall be afforded coverage as stipulated by PATH and PATH shall either pay the premiums on such substitute insurance or reimburse the Contractor and the subcontractors therefor.

Neither the procurement of the above insurance or any substitute insurance nor the extent of the coverage or the limits of liability thereunder shall be construed to be a limitation on the nature or extent of the Contractor's obligations, or to relieve the Contractor of any such obligations, and the procurement of the above insurance is only for the purpose of reducing the cost of the Contract without constituting any representation by PATH as to the adequacy of the insurance to protect the Contractor against the obligations imposed on the Contractor by law (except the applicable State Workers' Compensation Law) or by this or any other Contract.

Notwithstanding any provision of this clause, however, no subcontractor shall be or have the right to be covered under the policies of insurance above referred to until the subcontractor has been expressly approved in writing by the Engineer, as required under this Contract, and such approval may be withheld, among other reasons, until execution by the subcontractor of agreements affirming its obligations provided in this clause with respect to the above insurance.

The provisions of this numbered clause are not intended to create any rights for the Contractor other than rights which may be available to the Contractor under said policies themselves, whatever such rights may be. Moreover, PATH makes no representation or guaranty, either by the provisions of this numbered clause or otherwise, as to the effect of or the coverage under said policies, and no employee or agent of PATH is authorized to make any such representation or guaranty, either by the provisions of this numbered clause or otherwise, as to the effect of or the coverage under said policies, and no employee or agent of PATH is authorized to make any such representation or guaranty or to offer any interpretation of or information on said policies. The Contractor warrants and represents that it has examined and is familiar with the above stated coverages and that in submitting its Proposal it has relied solely on its own interpretation thereof and not on any representations or statements, oral or written, of PATH, its Directors, officers, agents, employees, consultants or contractors.

All negotiations and adjustments with any insurer concerning payment for any loss, the risk of which is borne by the Contractor under this Contract, shall be the responsibility of and shall be conducted by the Contractor unless the applicable policy provides otherwise. The Contractor shall, however, inform the Engineer of the progress of all such negotiations and notify the Engineer sufficiently in advance of all meetings thereon so that the Engineer or designated representatives may attend said negotiations if they so desire.

PATH shall be entitled to all returned premiums, dividends and credits which may become payable at any time for any reason whatsoever in connection with the aforementioned insurance. The Contractor hereby assigns to PATH all such returned premiums, dividends and credits and the subcontractors shall be deemed to have assigned to PATH all such returned premiums, dividends and credits by becoming subcontractors under this Contract. The Contractor shall execute and cause the subcontractors to execute any instrument necessary or convenient to evidence PATH's right to such returned premiums, dividends and credits.

Notwithstanding any payment by PATH of any insurance premiums, PATH shall not be deemed the employer of any employees hired by the Contractor or any subcontractor covered by such insurance nor shall it be liable for any of the obligations of such employer.

The Contractor and the subcontractors shall cooperate to the fullest extent with PATH in all matters relating to the aforementioned insurance and shall comply with all requirements of all insurance policies procured by PATH. They shall also at their own expense furnish the Engineer or a duly authorized representative with copies of all payrolls, correspondence, papers, records and other things necessary or convenient for dealing with or defending against any claims and for procuring or administering the aforementioned insurance including furnishing the name of any of their employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance.

55. INSURANCE PROCURED BY CONTRACTOR

The Contractor, in its own name as insured, shall maintain and pay the premiums on the policy or policies of insurance for coverage(s) as hereinafter described, which shall cover its operations hereunder, shall be effective throughout the effective period of this contract, and shall afford coverage(s) in not less than the amounts set forth below:

A. Commercial Automobile Liability Insurance: covering "any" vehicles on the broadest commercial available form:

1.) Combined single limit for bodily injury and property damage liability with a minimum limit of $5 million each accident.

2.) Hazardous/contaminated waste transportation insurance shall be provided by any Contractor or subcontractor hauling hazardous/contaminated waste with a limit of $5 million each occurrence.

B. Workers' Compensation Insurance and Employers' Liability Insurance

The Contractor and subcontractors shall procure and maintain, at their own expense, a policy of workers' compensation insurance as required by law where the Work will take place and employer's liability insurance with limits of not less than $1 million per accident. And where applicable, the Contractor and/or the subcontractor shall also include one or more endorsements to cover for (i) Federal Employer's Liability Act (work near railroad), (ii) Longshore and Harbor Workers' Compensation Act (work on or around navigable waters), (iii) Maritime Coverage (for masters or members of the crews of vessels).

Compensation for such Workers' Compensation Insurance and Employers' Liability Insurance shall be in accordance with the clause of the Form of Contract entitled "Net Cost".

C. Contractors Pollution Legal Liability (CPL) Insurance

The Contractor, or its subcontractor, shall procure, maintain and pay premiums on a CPL Policy, including lead abatement liability, on an occurrence basis, providing coverage for bodily injury liability, property damage liability or environmental damage liability caused by pollution conditions, with a limit of liability of not less than $5 million per occurrence and $5 million in the aggregate. The Policy shall name all subcontractors, and the environmental cleanup on land, in air and in/on water. The policy shall include coverage for completed operations (for a minimum of 2 years after the completion of the Contract), gradual and sudden and accidental pollution coverage, with a time element of no less than 7 days notice and 30 days reporting. The policy shall not contain a sunset provision or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. Self-funded, policy fronting, or other non-risk insurance transfer mechanisms are not acceptable to the Authority, unless full disclosure is made to the Authority in writing prior to any consideration being given and the Authority has provided written approval of same. The Authority shall be provided a waiver of subrogation.

Deductibles are subject to the approval of the Authority and shall not reduce the limit of liability. The policy must "pay on behalf of" rather than "indemnify the insured". The insurance shall be primary insurance as respects the Authority, its representatives, officials and employees. Any insurance or self-insurance maintained by the Authority shall be excess of this insurance and shall not contribute with it. The policy shall provide pollution coverage as respects lead-based materials, including but not limited to lead paint for all phases of the abatement process. The policy shall not contain any provisions or definition that would serve to eliminate third party over-claims, including exclusions of the premises owner.

PATH shall be named as an additional insured in the liability policy or policies and evidenced by the certificate(s) of insurance set forth above. The liability policy(ies) and the certificate(s) of insurance shall show coverage for cross-liability/severability of interests as provided under the standard ISO "separation of insureds" condition.

The Contractor shall deliver certified copies of the policy(ies) described above or certificate(s) of insurance evidencing the existence thereof to the Engineer at the location where the work will be performed, within ten (10) days after the acceptance of its Proposal. Such policy(ies) or certificate(s) shall state the contract number and shall contain a valid provision or endorsement that the policy(ies) may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to PATH. Such policy(ies) and certificate(s) of insurance shall contain an additional endorsement providing that "the insurance carrier shall not, without obtaining express advance permission from the General Counsel to PATH, raise any defense involving in any way the jurisdiction of the tribunal over the person of PATH, raise any defense involving in any way the jurisdiction of PATH, its Directors, officers, agents or employees, the governmental nature of PATH or the provisions of any statute respecting suits against PATH". Certified copies of all renewal policies or certificates evidencing their existence shall be delivered to the Engineer at the location where the work will be performed at least ten (10) days prior to the expiration date of each expiring policy. If at any time any of the certificates or policies shall be or become unsatisfactory to PATH as to form or substance, or if the carrier issuing any such certificate or policy shall be or become unsatisfactory to PATH, the Contractor shall promptly obtain a new and satisfactory certificate and policy. Upon request of the General Manager, Risk Management, the Contractor shall furnish PATH with a certified copy of each policy stated above.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by PATH as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract.

CHAPTER VI

RIGHTS AND REMEDIES

56. RIGHTS AND REMEDIES OF PATH

PATH shall have the following rights in the event the Chief Engineer shall deem the Contractor guilty of a breach of any term whatsoever of this Contract:

A. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through other contractors.

B. The right to cancel this Contract as to any or all of the Work yet to be performed.

C. The right to specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the Contractor's failure to procure insurance satisfactory to PATH within the time limit specified in the Clause hereof entitled "Insurance Procured by Contractor" and the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of PATH indicating that he cannot or will not perform any one or more of his obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that he will be able to perform any one or more of his obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that he will be able to perform any one or more of his obligations under this Contract; any false certification at any time by the Contractor as to any material item certified pursuant to the clauses of the Information For Bidders entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial or Termination, Etc; Disclosure of Other Required Information" and "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent Fee or Other Fee", any false certification at any time by the Contractor or a subcontractor pursuant to the clause "Prevailing Rate of Wage Certification" set forth in the Information for Bidders, or the willful or fraudulent submission of any signed statement pursuant to such clauses which is false in any material respect; or the Contractor's incomplete or inaccurate representation of its status with respect to the circumstances provided for in such clauses.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of PATH shall not be deemed to limit any other rights or remedies which PATH would have in the absence of such enumeration; and no exercise by PATH of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to estop it from exercising such other rights or remedies.

57. RIGHTS AND REMEDIES OF CONTRACTOR

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by PATH, the Contractor expressly agrees that no default, act or omission of PATH shall constitute a material breach of this Contract, entitling him to cancel or rescind it or (unless the Engineer shall so direct) to suspend or abandon performance.

58. PERFORMANCE OF WORK AS AGENT FOR CONTRACTOR

In the exercise of its right to take over and complete Work as agent for the Contractor, for which provision is made in the clause hereof entitled "Rights and Remedies of Authority", the Authority shall have the right to take possession of and use or permit the use of any and all plant, materials, equipment and other facilities provided by the Contractor for the purpose of the Work and the Contractor shall not remove any of the same from the site of the Work without express permission. Unless expressly directed to discontinue the performance of all Work, the Contractor shall continue to perform the remainder thereof in such manner as in no way will hinder or interfere with the portions taken over by PATH.

In the certificate of total compensation earned, for which provision is made in the clause hereof entitled "Final Payment", the Engineer will separately state the amount of Work performed by PATH as agent for the Contractor, credit to PATH the cost thereof, and credit to the Contractor the compensation earned thereby; and the difference between them shall be payable by the Contractor to PATH, or vice versa as the case may be. If such difference is in its favor, PATH may deduct it from any moneys due the Contractor, and if such moneys be insufficient, the balance thereof shall be payable to it on demand; if in the Contractor's favor, it shall constitute part of the Final Payment.

The exercise by PATH of its right to take over the Work shall not release the Contractor or his sureties from any of his or their obligations or liabilities under this Contract or the Performance and Payment Bond.

59. NO ESTOPPEL OR WAIVER

PATH shall not be precluded or estopped by any acceptance, certificate or payment, final or otherwise, issued or made under this Contract or otherwise issued or made by it, the Engineer, or any officer, agent or employee of PATH, from showing at any time the true amount and character of Work performed, or from showing that any such acceptance, certificate or payment is incorrect or was improperly issued or made; and PATH shall not be precluded or estopped, notwithstanding any such acceptance, certificate or payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on his part to comply strictly with this Contract, and any moneys which may be paid to him or for his account in excess of those to which he is lawfully entitled.

Neither the acceptance of the Work or any part thereof, nor any payment therefor, nor any order or certificate issued under this Contract or otherwise issued by PATH, the Engineer, or any officer, agent or employee of PATH, nor any permission or direction to continue with the performance of Work, nor any performance by PATH of any of the Contractor's duties or obligations, nor any aid lent to the Contractor by PATH in his performance of such duties or obligations, nor any other thing done or omitted to be done by PATH, its Directors , officers, agents or employees shall be deemed to be a waiver of any provision of this Contract or of any rights or remedies to which PATH may be entitled because of any breach thereof, excepting only a resolution of its Commissioners, providing expressly for such waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the Work, because of any breach hereof, shall be deemed a waiver of any money damages to which PATH may be entitled because of such breach. Moreover, no waiver by PATH of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

CHAPTER VII

MISCELLANEOUS

60. SUBMISSION TO JURISDICTION

The Contractor hereby irrevocably submits himself to the jurisdiction of the Courts of the State of New York and to the jurisdiction of the Courts of the State of New Jersey in regard to any controversy arising out of, connected with, or in any way concerning the Proposal or this Contract. The Contractor agrees that service of process on the Contractor in relation to such jurisdiction may be made, at the option of PATH, either by registered or certified mail addressed to the applicable office as provided for in the clause hereof entitled "Service of Notices on the Contractor", by registered or certified mail addressed to any office actually maintained by the Contractor or by actual personal delivery to the Contractor if the Contractor be an individual, to any partner if the Contractor be a partnership or to an officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

61. PROVISIONS OF LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

62. INVALID CLAUSES

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

63. NON-LIABILITY OF PATH REPRESENTATIVES

Neither the Directors of PATH nor any officer, agent, or employee thereof shall be charged personally by the Contractor with any liability or held liable to him under any term or provision of this Contract, or because of its execution or attempted execution, or because of any breach hereof.

64. SERVICE OF NOTICES ON THE CONTRACTOR

Whenever provision is made in this Contract for the giving of any notice to the Contractor, its deposit in any post office or post office box, enclosed in a postpaid wrapper addressed to the Contractor at his office, or its delivery to his office, shall be sufficient service thereof as of the date of such deposit or delivery, except to the extent, if any, otherwise provided in the clause entitled "Submission to Jurisdiction". Until further notice to PATH the Contractor's office will be that stated in his Proposal. Notices may also be served personally upon the Contractor; or if a corporation, upon any officer, director, or managing or general agent; or if a partnership upon any partner.

65. MODIFICATION OF CONTRACT

No change in or modification, termination or discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative, provided, however, that any change in or modification, termination or discharge of this Contract expressly provided for in this Contract shall be effective as so provided.

The authority of any person to order Work or to alter the Contract Drawings and Specifications does not include the power to cancel, modify or waive any provision of the Form of Contract, and no officer or other representative of PATH shall have the power so to do unless and until hereafter so authorized by or pursuant to a resolution of the Commissioners of the Authority or by or pursuant to a resolution of their appropriate Committee.

66. PUBLIC RELEASE OF INFORMATION

The Contractor and all his subcontractors shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or the services performed in connection with this Contract, without first obtaining the written approval of the Chief Engineer. Such approval may be withheld if for any reason the Chief Engineer believes that the publication of such information would be harmful to the public interest or is in any way undesirable. This provision shall survive termination or expiration of this Contract.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned[22] Contractor and surety company (or companies), as principal and surety (or sureties), respectively,

Contractor	Surety

22 Insert names of the Contractor and surety company (or companies) in the appropriate columns. If space is insufficient add rider.

If the Contractor is a corporation, give the state of incorporation, using also the phrase "a corporation organized under the laws of _____".

If the Contractor is a partnership, give full names of partners, using the phrase "co-partners doing business under the firm name of _____".

If the Contractor is an individual using a trade name, give individual name, using also the phrase "an individual doing business under the trade name of _____".

are hereby held and firmly bound unto The Port Authority Trans Hudson Corporation (herein called the "Authority") in the penal sum of One Million Dollars

and No Cents ($ 1,000,000.), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, representatives, executors, administrators, successors and assigns. Each surety, however, if there is more than one, shall be jointly and severally liable for said penal sum.

Signed this _____ day of _____ 20

The condition of the above obligation is that

WHEREAS, the above named principal has entered into a Contract in writing with PATH, a copy of which is hereby made a part of this bond as though herein set forth in full and which is designated Contract PAT-631 - "New York and New Jersey Facilities -Asbestos and Lead Abatement via Work Order ", and

WHEREAS, PATH has required this bond for the faithful performance of all obligations imposed by said Contract and also for the payment of all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract;

NOW, if the said principal shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms and true intent and meaning of said Contract and if all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract are paid, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that, provided the sureties shall comply with the provisions hereof, the aggregate liability of all sureties for any and all claims hereunder shall in no event exceed the penal amount of this obligation as hereinbefore stated.

This undertaking is for the benefit PATH and all subcontractors, materialmen and workmen having lawful claims arising out of the performance of said Contract, and all such subcontractors, materialmen and workmen (as well as PATH itself) shall have a direct right of action upon this bond; but the rights and equities of such subcontractors, materialmen and workmen shall be subject and subordinate to those of PATH.

The sureties, for value received, hereby stipulate and agree that the obligations of said sureties and their bond shall be in no way impaired or affected by any extensions of time, modification, omission, addition or change in or to the said Contract or the construction to be performed thereunder, or by any supervision or inspection or omission to supervise or inspect the construction, or by any payment thereunder before the time required therein, or by any waiver of any provision or condition thereof (whether precedent or subsequent), or by any assignment, subletting or other transfer thereof or of any part thereof or of any construction to be performed or any moneys due or to become due thereunder; and said sureties do hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulate and agree that any and all things done and omitted to be done by and in relation to assignees, subcontractors and other transferees shall have the same effect as to said sureties as though done by or in relation to said principal.

The sureties shall give the General Counsel of PATH the following notices:

A. Written notice of an intent to pay any claim of a subcontractor, materialman or workman hereunder;

B. Written notice within five days of the institution of an action by a subcontractor, materialman or workman hereunder.

The sureties shall not pay the claim of any subcontractor, materialman or workman hereunder until the expiration of thirty days after receipt by said General Counsel of notice under either subparagraph A or B above, describing the claim to be paid.

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

_____
Principal

(Seal) By [23] _____

_____
Surety

By[24] _____

APPROVED AS TO ACCEPTABILITY OF SURETIES:

_____
Credit Manager

_____ 20

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23 If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

24 Add signatures of additional sureties, if any.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____

_____ SS:

County of _____

On this _____ day of _____, 20 , before me personally came and appeared _____, to me known, who being by me duly sworn, did depose and say that he resides at _____; that he is the _____. of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

(Notary Seal) _____

(Notary Signature)

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____

_____ SS:

County of _____

On this _____ day of _____, 20 , before me personally came and appeared _____, to me known, and known to me to be one of the members of the firm of _____ _____ described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Notary Seal) _____

(Notary Signature)

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____

_____ SS:

County of _____

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

(Notary Seal) _____

(Notary Signature)

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

SPECIFICATIONS

DIVISION 1

GENERAL PROVISIONS

67. CONSTRUCTION REQUIRED BY THE SPECIFICATIONS

These Specifications relate generally to performing cleanup, removal and disposal away from Authority property of (1) asbestos, asbestos-containing and asbestos-contaminated materials (2) lead, lead-containing and lead-contaminated materials; removal of mold and bird droppings incidental to removals in (1) and (2) above; and replacement of removed materials with approved asbestos-free and lead-free materials at PATH facilities in the States of New York and New Jersey, all as directed by the Engineer and in accordance with Work Order(s) issued by the Engineer; and "performance of Work" and words of similar import shall mean the furnishing of such facilities and the doing of such things.

The Specifications require the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding paragraph.

68. AVAILABLE PROPERTY

Subject to the conditions elsewhere stated herein, those areas to be occupied by the permanent construction will be made available to the Contractor upon the commencement of his first operations at the construction site.

The Contractor will be permitted to use only so much of the aforesaid areas as is necessary for the performance of the Contract, and he must at all times so conduct his operations as not to encroach upon or block the portions used by others. The Engineer may at any time make joint or exclusive assignments of particular portions thereof, either to the Contractor or to others, and may take over and use for other purposes any portions which, in the opinion of Engineer, are not required for the performance of the Contract.

The Contractor shall daily clean up the areas made available to him so that they are free at all times of refuse, rubbish, scrap material or debris, within the section of Division 1 herein entitled "Safety Provisions" and any of the requirements contained in a particular Work Order .

69. OPERATIONS OF OTHERS

During the time that the Contractor is performing the Contract, other persons will be engaged in other operations on or about the construction site including routine facility operations and maintenance, pedestrian and vehicular traffic all of which shall remain uninterrupted.
The Contractor shall so plan and conduct his operations as to work in harmony with others engaged at the construction site and not to delay, endanger or interfere with the operations of others (whether or not specifically mentioned above), all to the best interests of PATH and the public and as may be directed by the Engineer.

70. LABOR ACTIONS

Whenever any labor strike, slowdown, work stoppage, picketing or other labor action which might interfere with the performance of the Contract, or of other Authority or PATH contracts or the operation of any Authority or PATH facility occurs at the construction site or at any other Authority or PATH facility as a result of the Contractor's (or its subcontractor's) utilization of particular means, methods or manpower to perform the Work required by the Contract, the Contractor shall pursue all remedies which are appropriate and available to him to avoid such interference.

71. CONTRACTOR'S MEETINGS

The Contractor shall conduct job progress and coordination meetings with subcontractors in his field office every two weeks, or as frequently as job conditions require or the Engineer may request. The Engineer shall be notified and, at his option, may attend these meetings. The Contractor shall prepare and distribute minutes to the Engineer and the subcontractors within forty-eight (48) hours of the day following the meetings.

The Contractor shall attend separate job progress and coordination meetings with the Engineer every two weeks, or at times otherwise requested by the Engineer.

72. CONTRACT DRAWINGS

Contract Drawings may be issued by the Engineer as part of a Work Order.

The Contract Drawings will not show all of the details of the Work and are intended only to illustrate the character and extent of the Work to be performed. Accordingly, they may be supplemented during the performance of the Work by the Engineer or by the Contractor subject to the approval of the Engineer, to the extent necessary to further illustrate the Work.

Nothing in the Contract Drawings will be intended as a representation as to the existence, nature or location of any utilities, structures, obstructions, conditions or materials except to the extent that such drawings expressly contain such a representation. An indication on the Contract Drawings of the existence, nature or location of any utilities, structures, obstructions, conditions or materials will not constitute a representation as to the conclusions to be drawn therefrom nor a representation that no others exist in addition to those shown, even in the same location; nor does the absence of any indication on said drawings of the existence, nature or location of any utilities, structures, obstructions, conditions or materials constitute a representation that none exist.

73. SPECIFICATIONS

Specifications may be issued by the Engineer as part of a Work Order.

74. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

When specifically directed by the Engineer in a Work Order, the Contractor shall specifically prepare for this Contract all Shop Drawings which may be required in addition to the Contract Drawings or in addition to any other drawings which the Engineer may issue in supplementing the Contract Drawings. As used in this contract, the terms "Working Drawings" and "Shop Drawings" are used interchangeably.

The Engineer shall have authority to agree in writing with the Contractor on behalf of the Authority upon compensation for the preparation of Working Drawings and Catalog Cuts prepared pursuant to this numbered Section, and no amount shall be included in the Net Cost for the preparation of such Working Drawings and Catalog Cuts.

All submissions shall contain specific reference to the contract drawing and technical specification section to which they apply, as indicated below or as otherwise identified, as the Engineer may require. In general, submissions shall specifically reference Contract Drawing numbers or Specification section numbers for which the item pertains. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, conformance to the specified performance and design criteria, materials, test results and similar information to enable the Engineer to review the submittal as required.

The Contractor shall also submit six copies to the Engineer for review and approval pursuant to the approved submittal schedule, of all Catalog Cuts and samples for conformance to the requirements of the Contract Drawings and Specifications. All Catalog Cuts and samples shall have been reviewed by the Contractor and shall be accompanied by a specific written indication that the Contractor has reviewed the submittal for conformance with the Contract Drawings and Specifications and shall be identified clearly as to material, supplier, manufacturer's procedures and pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing, Catalog Cut and sample, the Contractor shall have determined and verified all quantities, dimensions, conformance to the specified performance and design criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed and coordinated each Shop Drawing or Catalog Cut with other Shop Drawings and Catalog Cuts and with other requirements of the Work.

At the time of each submission, the Contractor shall give the Engineer specific written notice of each variation in any Shop Drawing, Catalog Cut and sample from the requirements of the Contract Drawings or Specifications and, in addition, shall cause a specific notation of each such variation to be made on each submittal to the Engineer, for review and approval of each such variation.

The Engineer's review and approval of Shop Drawings, Catalog Cuts or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Drawings or Specifications unless the Contractor has in writing called the Engineer's attention to each such variation at the time of submission as required hereunder and the Chief Engineer has given written approval of each by an express specific written notation thereof incorporated in or accompanying the Shop Drawing, Catalog Cut or sample approval. Approval of Shop Drawings, Catalog Cuts and samples which are inconsistent with the requirements of the Contract Drawings and Specifications shall not be deemed to waive or change such requirements or to relieve the Contractor of his obligations to perform such requirements unless the Chief Engineer shall expressly and specifically state that he is waiving or changing such requirements, as stated above.

Where a Shop Drawing, Catalog Cut or sample is required no related Work shall be performed prior to the Engineer's review and approval of the submission.

The format for Shop Drawings prepared by the Contractor shall be as follows: Standard "D" size drawings with outside cut line dimensions of 22 inches by 34 inches and showing in detail all dimensions and description of materials. Two borders shall be drawn. The first shall be drawn one-half inch from the outside edges (top, bottom, left and right). The second shall be drawn inward to the drawing, one-half inch from the top, bottom and right border lines and one and one-half inch from the left border line. The inside borders on these drawings shall be 20 inches by 31 inches. A title block shall be shown on the right side of the drawing adjacent to the inside border identifying the Contractor's Name, Contract Title, Contract Number, cross-referenced Contract drawing number, Specification reference number and related paragraph and applicable signatures. These drawings shall be arranged in systematic order and numbered consecutively.

Upon receipt of the submittal, the Engineer will review the Shop Drawing, Catalog Cut or sample for conformance to the design information and materials shown on the Contract Drawings and contained in the Specifications. Approval by the Engineer shall not constitute a complete review or approval of the means, methods, techniques, sequences or procedures of construction, except where a specific means, method, technique, sequence or procedure of construction is specifically delineated in or required by the Contract Drawings or Specifications, and the approval shall not constitute a review and approval in regard to safety precautions or programs incident thereto. The review and approval of a separate item will not in itself indicate approval of the assembly in which the item functions. Any design shown on the Shop Drawings and prepared by the Contractor, his subcontractors, their detailers, or their professional engineers is the complete responsibility of the Contractor.

After approval has been given to any Shop Drawing or Catalog Cut no change will be permitted thereon unless approved in writing by the Engineer.

Before final payment for the Work is made, the Contractor shall submit to the Engineer only those previously approved or approved as noted Shop Drawings, which have been revised by field changes.

The Contractor shall mark-up the approved and approved as noted Shop Drawings directing specific attention to revisions reflecting the permanent construction as actually made. In accordance with the requirements specified in this numbered clause, the Contractor shall submit one original print of these drawings, marked "FINAL SHOP DRAWING – NOT FOR REVIEW", dated, and signed by the Contractor to the Engineer for verification. By signature, the Contractor is verifying that the drawing reflects the as-constructed condition.

All drawings, data, calculations and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared in connection with this Contract and submitted to PATH shall become the property of PATH. PATH shall have the non-exclusive right to use or permit the use of all such drawings, data and other papers and any ideas or methods represented thereby for any purpose and at any time without additional compensation. No such papers shall be deemed to have been given in confidence. Any statement or legend to the contrary in connection with such drawings, data or other papers and in conflict with the provisions of this paragraph shall be void and of no effect.

75. SUBSTITUTION

Where a brand or make is specified in Specifications or called for or mentioned on the Contract Drawings, if any, and the phrases "similar and equal to" or "approved equal" are used in connection therewith, substitutions for the brands or makes specifically named may nevertheless be made only in accordance with the Section hereof entitled "Workmanship and Materials".

76. WORKMANSHIP AND MATERIALS

Workmanship and materials shall in every respect be free from defects of any kind and shall be in accordance with the best modern practice and whenever the Contract Drawings, Specifications or directions of the Engineer admit of a doubt as to what is permissible or fail to note the quality of any construction the interpretation which calls for the best quality is to be followed. Workmanship shall conform to applicable Specifications, manufacturer's instructions and recommendations for installation of products for the applications shown on the Contract Drawings, all of which shall be subject to the provisions of the Section of Division 1 GENERAL PROVISIONS entitled "Inspections and Rejections".

All items provided in this contract that use dates in the recording, storing or processing of information shall use such dates correctly at all times including using such dates correctly in the recording, storing or processing of information after January 1, 2000 (Year 2000 Compliant).

Materials and Equipment incorporated into the Work shall be new except as may be otherwise herein specifically required, and shall comply with make, size, type and quality specified, or as specifically approved in writing by the Chief Engineer in accordance with the Section of Division 1 GENERAL PROVISIONS entitled "Substitution".

Reference to standards of any society, institution, association, or governmental authority in the Specifications or on the Contract Drawings, whether specific or by implication, shall mean for such standards which are part of the building code in effect for Work of this Contract the edition date published in such code; and such references which are not part of the building code, shall mean the latest edition date in effect at the time of opening of Proposals upon the present Contract unless specifically stated otherwise.

If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment to be employed by the Contractor in performing the Work. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the approved instructions of the applicable supplier except as otherwise provided in the Contract Drawings or Specifications.

In case of a discrepancy between a description or requirement in the Contract Drawings and Specifications for any material or equipment and a catalog number or other designation for the same material or equipment (even though stated to be acceptable), the description or requirements shall control.

In various paragraphs of these Specifications, references may be made to certain standard or tentative specifications or requirements of various organizations. Unless otherwise stated, these references are to be construed as referring to the specifications and requirements in effect on the date set for opening bids upon the present Contract.

All inventions, ideas, designs and methods contained in the Specifications and Contract Drawings in which PATH has or may acquire patent, copyright or other property rights are hereby expressly reserved for the exclusive use of PATH. The Specifications and Contract Drawings contain confidential information which is disclosed only to enable this Contract to be performed. Said Specifications and Drawings must not be used for any purpose detrimental to the interest of PATH and must not be produced or copied in whole or in part or used for furnishing information to others without the written consent of PATH, provided, however, that the Contractor may, when the performance of the Contract so requires, furnish said information to others for the purpose of engaging or informing subcontractors and materialmen.

If, in accordance with this Contract, the Contractor furnishes research, development or consultative services in connection with the performance of the Contract and if in the course of such research, development or consultation patentable subject matter is produced by the Contractor, its officers, agents, employees, subcontractors or materialmen, PATH shall have, without cost or expense to it, an irrevocable, non-exclusive, royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by PATH. Promptly upon request by PATH, the Contractor shall furnish or obtain from the appropriate person a form of license satisfactory to PATH, but as between the Contractor and PATH the license herein provided for shall nevertheless arise for the benefit of PATH immediately upon the production of said subject matter and shall not await formal exemplification in a written license agreement as provided for above. Such license may be transferred by PATH to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by PATH, but such license shall not be otherwise transferable.

The right to use all material, software, firmware, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction required in connection with this Contract and to which a patent, copyright or other intellectual property right applies or may apply shall be obtained by the Contractor without separate or additional compensation whether the same is patented, copyrighted or otherwise protected as an intellectual property right before, during or after the performance of the Contract.

The Contractor shall indemnify PATH against and save it harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of patent, copyright or other intellectual property right infringement arising out of or in connection with PATH use, in accordance with the preceding two paragraphs of this numbered clause, of such subject matter or material, software, firmware, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction to which a patent, copyright or other intellectual property right applies or may apply. If requested by PATH and if notified promptly in writing of any such claim, the Contractor shall conduct all negotiations with respect to and defend such claim without expense to PATH. If PATH be enjoined from using any of the facilities which form the subject matter of this Contract and as to which the Contractor is to indemnify PATH against patent, copyright or other intellectual property right claims, PATH may, at its option and without thereby limiting any other right it may have hereunder or at law or in equity, require the Contractor to supply, temporarily or permanently, facilities not subject to such injunction and not infringing any patent, copyright or other intellectual property right or to remove all such facilities and refund the cost thereof to PATH or to take such steps as may be necessary to ensure compliance by PATH with such injunction, all to the satisfaction of PATH and all without cost or expense to PATH.

77. INSPECTIONS AND REJECTIONS

All Work and all construction, processes of manufacture and methods of construction involved in or related to the performance of the Work shall be at all times and places subject to the inspection of the Engineer, acting personally or through his Inspectors, and the enumeration in these Specifications of particular portions of such Work, construction, processes of manufacture or methods of construction which will or may be inspected by the Engineer or such Inspectors shall not be deemed to imply that only such Work, construction, processes of manufacture and methods of construction will or may be so inspected. The Engineer shall be the judge of the quality and suitability of the Work, construction, processes of manufacture and methods of construction for the purposes for which they are used or to be used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall be removed immediately from the site. The fact that the Inspectors have approved the materials and workmanship shall not relieve the Contractor from his obligation to supply other material and workmanship when so ordered by the Engineer.

The Contractor shall furnish such facilities and give such assistance for inspection as the Engineer may direct, in a Work Order issued by the Engineer. In the case of materials required by the Specifications to be inspected in the factory or plant, and in the case of any other items which the Engineer may designate, the Contractor shall secure for the Engineer and his Inspectors free access to all parts of such factories or plants and shall furnish to the Engineer three copies of purchase orders, two copies of mill shipping statements and four copies of shipping statements. Moreover, in the case of such materials to be factory or plant inspected, the Contractor shall give at least ten days' notice to the Engineer of his intention to commence the manufacture or preparation of such materials.

Other than the materials and equipment specifically required to be inspected at the manufacturer's factory or plant, all materials will be inspected at the construction site and any portions thereof which are rejected by the Engineer shall be immediately removed from the construction site by the Contractor and shall be replaced with new materials by the Contractor at his own expense.

78. MANUFACTURERS' CERTIFICATION

Where materials and equipment are required by these Specifications to conform to certain standard or tentative specifications or requirements of any organizations, including American Society for Testing and Materials, American National Standards Institute, Association Rules for Grading Lumber, Federal Specifications, National Electrical Manufacturers Association, American Association of State Highway and Transportation Officials, American Water Works Association and the International Municipal Signal Association, the Contractor shall furnish to the Engineer the manufacturer's written certification that each of the materials or equipment conforms to the foregoing standard or tentative specifications. The certification shall be delivered to the Engineer prior to installation of the materials to which it refers. Such certifications shall not be binding or conclusive on PATH and may be rejected at any time by the Engineer if incorrect, improper or otherwise unsatisfactory in his opinion.

79. NO RELEASE OF CONTRACTOR

Any provision of this Contract for testing, inspection or approval, and any actual testing, inspection or approval, of any materials, workmanship, plant, equipment, drawings, program, methods of procedure, or of any other thing done or furnished or proposed by the Contractor to be done or furnished in connection with the Contract is for the benefit of PATH not the Contractor. Any approval of such things shall be construed merely to mean that at that time the Engineer knows of no good reason for objecting thereto. No such provision for testing or inspection, no omission of testing or inspection, and no such approval shall release the Contractor from his full responsibility for the accurate and complete performance of the Contract in accordance with the Contract Drawings and Specifications or from any duty, obligation or liability imposed upon him by the Contract or from responsibility for injuries to persons or damage to property.

80. ERRORS AND DISCREPANCIES

If, in the performance of the Contract, the Contractor discovers any errors or omissions in the Contract Drawings or Specifications, or in the marks, lines and elevations furnished by PATH in the construction undertaken and executed by him, he shall immediately notify the Engineer and the Engineer shall promptly verify the same.

If with the knowledge of such error or omission and prior to the correction thereof, the Contractor proceeds with any construction affected thereby, he shall do so at his own risk and the construction so done shall not be considered as construction done under and in performance of this Contract unless and until approved and accepted.

81. DIFFERING SUBSURFACE CONDITIONS

If during the performance of Work, the Contractor becomes aware of any unanticipated subsurface conditions or has cause to suspect the presence of such condition, then the Contractor shall immediately notify the Engineer, or designee thereof verbally, to be followed immediately by written notification. The Contractor shall specify the nature, location, and impact on the Work of such conditions. The Contractor shall immediately stop Work in and secure the area against injury to persons or damage to property pending further instructions from the Engineer.

The Contractor shall then conduct all necessary investigations and testing of the subsurface conditions as directed by the Engineer to identify the character and extent of the unanticipated subsurface conditions and/or to satisfy applicable Federal, State and local laws, codes and ordinances and regulations and shall notify the Engineer accordingly. The investigation program shall be submitted to the Engineer for review and approval.

In the event the Contractor discovers such subsurface conditions during the performance of the Work and (i) special handling of such condition is necessary and required for the performance of the Work as determined by the Engineer; (ii) such special handling cannot be avoided or mitigated by the exercise of reasonable measures by the Contractor; and (iii) the Contractor actually incurs increased costs caused by such condition that could not have been reasonably anticipated from the Contract Drawings, Reference Drawings and Specifications and inspection of the construction site; then in such event, as approved by the Engineer, the Contractor shall, notwithstanding any provision in this Contract to the contrary, be compensated for such costs for special handling; including the necessary investigations and testing of subsurface conditions, in accordance with the provisions of the Form of Contract clause entitled "Net Cost".

82. ACCIDENTS AND FIRST AID PROVISIONS

The Contractor shall promptly report in writing to the Engineer and to PATH Manager, Claims Administration all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injuries or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damage is caused, the accident shall be reported immediately by telephone to both of the said representatives of PATH.

The Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service, in case of accident, to any who may be injured in the progress of the Contract. He shall have standing arrangements for the removal and hospital treatment of any person who may be injured while engaged in the performance of the Contract.

If any claim is made by any third person against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the fact in writing to the aforementioned representatives of PATH, giving full details of the claim.

83. SAFETY PROVISIONS

In the performance of the Contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.

He shall provide temporary structures, place such watchmen, design and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precaution against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed in a Work Order issued by the Engineer.

The Contractor shall employ for each Work Order of the Contract a competent person conforming to the requirements of the Code of Federal Regulations 29 CFR 1926.32(f) who shall be designated by the Contractor as authorized to perform the duties required by 29 CFR 1926 et seq. as applicable for each Work Order of this Contract.

Obtain and submit to the Engineer one copy of material safety data sheet (MSDS) conforming to the requirements of 29 CFR 1910.1200(g) for each hazardous chemical utilized for permanent and consumable materials employed for Work of this Contract.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss, including but not limited to:

A. All employees on the Work, the public, and other persons and entities who may be affected thereby;

B. All the Work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Contractor has removed all workers, material and equipment from the construction site, or the issuance of the Certificate of Final Completion, whichever shall occur last.

Until fire protection needs are supplied by permanent facilities under this Contract, install and maintain temporary fire protection facilities. Comply with requirements of National Fire Protection Association NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alteration and Demolition Operations".

The Contractor shall employ only such men as are physically fit and are free from contagious or communicable diseases.

The Contractor shall use only machinery and equipment adapted to operate with the least possible noise, and shall so conduct his operations that annoyance to occupants of nearby property and the general public will be reduced to a minimum.

The bringing of intoxicating substances onto the construction site and the use or consumption of intoxicating substances at the construction site are prohibited. It shall be the responsibility of the Contractor to insure that all employees of the Contractor and of all subcontractors, materialmen and any other persons under contract to or under the control of the Contractor shall comply with the provisions of this paragraph.

The Contractor shall daily clean up all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the construction site shall present a neat, orderly and workmanlike appearance. Before the Certificate of Final Completion of Work will be issued, the Contractor shall remove all surplus materials, falsework, temporary fences and other temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and shall put the construction site in a neat, orderly condition.

In the event the Contractor encounters at the construction site, material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material not shown on the Contract Drawings or mentioned in the Specifications, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Engineer. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Engineer.

Within 15 days of the acceptance of his Proposal, the Contractor shall submit to the Engineer for review, the Contractor's Site Safety Program, which shall be specific for the construction site and include a description of the Work to be performed, a hazard assessment of the Work to be performed and the means by which such hazards shall be mitigated. The Contractor's Site Safety Program shall comply with all applicable federal, state, municipal and local and departmental laws and shall include, among other things, the designation by the Contractor of a qualified individual to administer such Site Safety Program.

84. DAILY PROGRESS, EQUIPMENT AND LABOR REPORTS

The Contractor shall furnish to the Engineer at the end of each day Work is performed at the construction site, a memorandum showing for that day (a) the construction performed, (b) the type of equipment used identifying each piece of equipment as owned by the Contractor or rented from others; (c) a statement of any unusual happening that occurred, and (d) the names and number of workers in each trade classification that were employed. Such memorandum shall not be deemed to be a substitute for the notices, time slips, memoranda or other data required under the clauses of the Form of Contract relating to compensation for Net Cost Work nor shall such memorandum be deemed to be a substitute for the daily log required by the Section(s) of the Specifications pertaining to asbestos removal.

85. LAWS AND ORDINANCES

In order to effectuate the policy of PATH, the Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations and orders which would affect the Contract and the performance thereof and those engaged therein if said Contract were being performed for a private corporation, except where stricter requirements are contained in the Work Order Specifications or Contract Drawings, in which event the latter requirements shall apply. However, the Contractor shall not apply for any permits, licenses or variances in the name of or on behalf of PATH, but shall do so in his own name where required by law, regulation or order or by the immediately preceding sentence. Nor shall the Contractor apply for permits, licenses, or any variance in his own name without first obtaining the approval of PATH.

86. IDENTIFICATION

No person will be permitted on or about the construction site without a pass, permit or identification badge approved by the Engineer. The Contractor shall provide such passes, permits or identification badges for his employees, subcontractors and materialmen whenever necessary. Identification badges shall be worn in a conspicuous and clearly visible position by all employees of the Contractor whenever they are working at the construction site.

All persons entering the "Work Area" of asbestos removal shall, in addition to the above, conform to the requirements concerning entry into the "Work Area" contained in the Section(s) of the Specifications pertaining to asbestos removal.

87. SIGNS

No advertisement or sign, other than the name and address of the Contractor, will be permitted on any fences, temporary structures or elsewhere on the construction site and such advertisement will be permitted only upon the condition that it is first approved by the Engineer. In any event, the advertisement shall not exceed six feet by eight feet in overall dimensions.

88. CONTRACTOR'S FIELD OFFICE AND REPRESENTATIVE

When required by a Work Order issued by the Engineer, at a readily accessible point on or near the construction site, the Contractor shall maintain a field office provided with a telephone. The Contractor will be compensated for the cost of such field office at the amount(s) stipulated in such Work Order.

During the performance of any Work at the construction site, the Contractor shall have a representative thereat who shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Engineer. The Contractor's representative shall be provided, at all times, with a conformed copy of this Contract and a copy of the Work Order(s) issued by the Engineer.

Orders and directions may be given orally by the Engineer and shall be received and promptly obeyed by the Contractor or his representative or any superintendent, foreman or other employee of the Contractor who may have charge of the particular part of the Work in relation to which the orders or directions are given. A confirmation in writing of such orders or directions will be given by the Engineer when so requested by the Contractor.

89. SURVEYS

The Engineer will establish a bench mark and a base line at or adjacent to the location of the Contractor's operations. The Contractor shall perform all surveys which may be required for the performance of the Contract. He shall carefully preserve any base line and bench mark which may be established by the Engineer.

The Contractor shall, in addition, furnish to the Engineer, without additional compensation therefor, any or all information and data regarding points, lines, grades, elevations and other survey information established by the Contractor during the performance of the Contract.

Surveys and measurements of quantities for purposes of computing Contractor's compensation shall be made by the Contractor as directed by and in the presence of, or jointly with, the Engineer, at the Engineer's option. Computations of quantities for payment shall be made by the Contractor and shall be subject to the approval of the Engineer.

90. TEMPORARY STRUCTURES

Unless otherwise provided in this Contract, the Contractor shall determine the need for and shall design, furnish and construct all barricades, fences, staging, falsework, formwork, shoring, scaffolding and other temporary structures required in the performance of the Contract, whether or not of the type enumerated in the Specifications or on the Contract Drawings, including those which would be required by law or regulation if this Contract were being performed for a private corporation. All such temporary structures shall be of adequate strength for the purposes for which they are constructed and shall be provided with graphics, warning signs and warning lights as required to inform personnel and the public of the hazards being protected against, and the Contractor shall maintain them in satisfactory condition. The design and drawings for such structures shall be prepared by the Contractor utilizing a professional engineer licensed in the state where the structure will be constructed, and when requested by the Engineer they shall be submitted for his review before being used.

The Contractor shall ensure that each temporary structure is inspected by the professional engineer who designed the temporary structure prior to initial use and submit a schedule of periodic inspections to be performed by such professional engineer to the Engineer for review. The number of periodic inspections of temporary structures to be performed by the professional engineer shall be the minimum required by law or regulation if this Contract were being performed for a private corporation. The Contractor shall also submit a signed and sealed statement of inspection from the professional engineer performing the inspection of the temporary structure, including a statement of fitness for use for the intended purpose of the temporary structure, to the Engineer for review.

Neither such approval, however, nor any requirements of the Engineer, the Specifications or the Contract Drawings shall relieve the Contractor of his responsibility for the design, construction and use of the temporary structures or from any obligations and risks imposed on him under this Contract, and any such approval or requirements shall be deemed merely to relate to minimum standards and not to indicate that the temporary structures are adequate or that they meet the Contractor's obligations under this Contract.

Temporary structures shall be painted with an approved dark color paint and shall be repainted whenever necessary during the period that the Contract is being performed. Upon completion of all Work under this Contract, the temporary structures shall be removed from the construction site.

The Engineer shall have authority to agree in writing with the Contractor on behalf of the Authority upon compensation for any design of temporary structures which he may require to be performed pursuant to this numbered Section, and no amount shall be included in the Net Cost for such design.

91. PERMIT AND REQUIREMENTS FOR WELDING

Prior to the commencement of any cutting or welding operations at the construction site, the Contractor shall notify the Engineer and obtain an Authority cutting and welding permit. PATH will issue this permit without payment of a fee, and application forms may be obtained from any Resident Engineer of the Authority, at his office at the facility. Unless otherwise approved by the Engineer, all cutting and welding operations shall be performed in accordance with the conditions which form a part of said permit. The permit application must be filled out and submitted in duplicate to the Engineer at least forty-eight hours prior to commencing welding or cutting operations at the construction site.

92. FINAL INSPECTION

When, in the opinion of the Contractor, the construction is completed and ready for final inspection, he shall so notify the Engineer in writing and the Engineer will give said construction (including any portions with respect to which Certificates of Partial Completion have been issued) a minute and thorough inspection. Before any Certificate of Final Completion will be issued, any defects or omissions noted on this inspection must be corrected by the Contractor.

93. WARRANTIES

The Specifications may provide for certain warranties of portions of the permanent construction. These warranties are intended for the greater assurance of PATH and not as a substitute for rights which PATH might otherwise have. Although such warranties shall be enforceable as provided, neither any requirement of this Contract with respect to warranties by the Contractor nor any guarantee or warranty given to the Contractor or PATH by any manufacturer shall be deemed to be a limitation upon any rights which PATH would have, either expressed or implied, in the absence of such guarantees or warranties.

94. TEMPORARY UTILITY SERVICES

When stipulated in a Work Order issued by the Engineer, the Contractor may use existing utility services at the Authority facility where Work under this Contract is performed. Provide necessary connections to such services or extend as required to maintain adequate power, artificial lighting and water; and provide temporary heat and ventilation to maintain adequate environmental conditions to facilitate the Work.

Materials for such services may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and shall not violate requirements of utility company requirements and applicable codes and standards, as if the Authority were a private corporation.

The cost for securing and maintaining such temporary utilities will be paid as indicated on the Work Order issued by the Engineer. Utilities serving the Authority facility shall be maintained in operation to serve the needs of the facility not involved in Work under this Contract, except as absolutely necessary for cutoff, cutover or other change of the affected system, service or utility. Arrange with the Engineer to establish a mutually satisfactory schedule of time(s) and date(s) of disruption of such systems, services or utilities.

Completely remove temporary materials and equipment when directed by the Engineer, or when their use is no longer required. Clean and repair damage caused by temporary installations or use of temporary services to original condition.

Costs of water, power, and fuel used for all existing utility services will be paid as indicated on the Work Order(s) issued by the Engineer.

95. TEMPORARY SANITARY FACILITIES

Unless the Engineer specifically approves the use of existing toilet facilities at the construction site, make arrangements for securing temporary toilets, wash facilities and drinking water including required disposable materials for use by the Contractor, subcontractors, materialmen or other persons over whom the Contractor has control. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install facilities where directed by the Engineer, and remove from Authority property when no longer required.

The arrangements for securing and costs of sanitary facilities will be paid as indicated on the Work Order(s) issued by the Engineer including temporary toilets, wash facilities and drinking water including toilet tissue, paper towels, paper cups and similar disposable materials for use by the Contractor, subcontractors, materialmen or other persons over whom the Contractor has control. Comply with regulations and health codes, which would be applicable if PATH were a private corporation, for the type, number, location, operation and maintenance of fixtures and facilities. Install facilities where directed by the Engineer, and remove from Authority property when no longer required.

96. ASBESTOS COST SUMMARY SUBMITTAL

Upon satisfactory completion of asbestos removal Work, all as directed by the Engineer and in accordance with Work Orders issued by the Engineer under this Contract, submit a Summary of Asbestos Removal and Disposal Costs on the form bound herewith, with all spaces filled in without exception. Such summary shall include costs associated with the Work computed in accordance with the stipulations of the clauses contained in CHAPTER II of the Form of Contract.

The specific locations of asbestos removal and disposal will be indicated on the Work Order(s) issued by the Engineer.

97. LEAD COST SUMMARY SUBMITTAL

Upon satisfactory completion of lead removal Work, all as directed by the Engineer and in accordance with Work Orders issued by the Engineer under this Contract, submit a Summary of Lead Removal and Disposal Costs on the form bound herewith, with all spaces filled in without exception. Such summary shall include costs associated with the Work computed in accordance with the stipulations of the clauses contained in CHAPTER II of the Form of Contract.

The specific locations of lead removal and disposal will be as indicated on the Work Order(s) issued by the Engineer.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
SUMMARY OF ASBESTOS REMOVAL AND DISPOSAL COSTS
(FOR COMPLETED WORK)

CONTRACTOR _____ CONTRACT NO. PAT-631

DATE _____

FACILITY TITLE: PATH _____

SPECIFIC LOCATION OF REMOVAL _____

	ASBESTOS CONTAINING MATERIALS[25]		
ITEM DESCRIPTION	Sprayed-on[26]	Pipe and Boiler Insulation[27]	Miscellaneous[28]
Removal[29]			
Encapsulation[30]			
Enclosures [31]			
Insurance[32]			
Replacement of Removed ACM[33]			
Clean up[34]			
On-site Monitoring of Abatement[35]			
Disposal of ACM[36]			
Purchase of Capital Equipment[37]			
Purchase of Protective Equipment[38]			
TOTALS:			

25 Where a particular type of asbestos containing material (ACM) is not present in the specific removal location described above, cross out ACM description and fill in NA (Not Applicable) for the associated description items.

26 Sprayed-on and trowelled-on fireproofing, acoustical plasters, simulated acoustical plasters, textures and other ACM such as those found on ceiling systems, fireproofing systems and structural steel.

27 Insulation or treatment on pipes, fittings, elbows, boilers, breachings, ducts, tanks or other mechanical equipment.

28 Specify as to type of material, i.e.; surface treatments such as floor and ceiling tiles, roofing materials, refractory insulation and structural insulation, electrical cable, asbestos cloth, "Transite" board, exterior siding/shingles, tape, roll board, brake shoes, or other asbestos containing items.

29 Include actual labor costs for removal of asbestos containing material.

30 Include actual labor costs for encapsulation of asbestos containing material.

31 Include actual labor costs for enclosure of asbestos containing material.

32 Include all premiums directly related to Work of this Contract only.

33 Include actual labor costs for re-insulating, re-wrapping with substitute material and actual material cost.

34 Include actual labor costs for, e.g., HEPA vacuuming, assembly of discarded materials and abated asbestos at Work site and preparation of materials for disposal.

35 Include actual costs of air monitoring and analysis.

36 Include actual costs for hauling and disposal in accordance with applicable Specification Sections.

37 Include actual costs for purchase of capital equipment, e.g., negative air pumps and tools, if directly related to this Contract.

38 Include actual costs for purchase of protective equipment, e.g., "Tyvek" suits, masks, HEPA filters, amended water, and plastic sheeting if directly related to this Contract.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
SUMMARY OF LEAD REMOVAL AND DISPOSAL COSTS
(FOR COMPLETED WORK)

CONTRACTOR _____ CONTRACT NO. PAT-631

DATE _____

FACILITY TITLE: PATH _____

SPECIFIC LOCATION OF REMOVAL[39] _____

	LEAD CONTAINING MATERIALS (LCM)		
ITEM DESCRIPTION			
Removal[40]			
Encapsulation[41]			
Enclosures[42]			
Insurance[43]			
Replacement of Removed LCM[44]			
Clean up[45]			
On-site Monitoring of Abatement[46]			
Disposal of LCM[47]			
Purchase of Capital Equipment[48]			
Purchase of Protective Equipment[49]			
TOTALS:			

39 Summary tabulation shall only include the costs for the item descriptions specifically listed herein as applicable at the specific removal location described above. No information herein (whether supplied by the Authority or the Contractor) and no information deduced from information hereon, including quantities of materials or work, shall be deemed to vary, alter or modify any provision of the Contract, including provisions therein as to compensation and performance. The items of materials or work contained hereon shall not be deemed to be an exhaustive list of the items of materials or work required by the Contract Drawings and Specifications in their present form.

40 Include actual labor costs for removal of lead containing material.

41 Include actual labor costs for encapsulation of lead containing material.

42 Include actual labor costs for enclosure of lead containing material.

43 Include all premiums directly related to Work of this Contract only.

44 Include actual labor costs for repainting with substitute material and actual material cost.

45 Include actual labor costs for, e.g., HEPA vacuuming, assembly of discarded materials and abated lead at Work site and preparation of materials for disposal.

46 Include actual costs of air monitoring and analysis.

47 Include actual costs for hauling and disposal in accordance with applicable Specification Sections.

48 Include actual costs for purchase of capital equipment, e.g., negative air pumps and tools, if directly related to this Contract.

49 Include actual costs for purchase of protective equipment, e.g., "Tyvek" suits, masks, HEPA filters, amended water, and plastic sheeting if directly related to this Contract.

98. PROGRESS SCHEDULE

When requested by the Engineer, within seven calendar days after issuance of a Work Order, the Contractor shall submit a progress schedule for the approval of the Engineer. The progress schedule shall show the dates for the commencement and completion of the different portions of the Work Order. After the approval of the schedule the Contractor shall maintain and periodically update it at intervals determined by the Engineer. No changes shall be made therein without the written approval of the Engineer. Approval of any progress schedule shall not limit, affect or impair the Contractor of his obligation to complete the Work Order by the time(s) required in the Work Order, even though the schedule approved may be inconsistent with such completion, and in accordance with all other provisions of the Contract, nor shall it constitute a representation by the Authority that the Contractor will be able to proceed or complete the Work in accordance with the schedule.

The Engineer shall have the right at any time when in his judgement the Work is not proceeding in accordance with the approved progress schedule, or at anytime it is likely that the Work may not be completed by the time(s) required in the Work Order, even though the Contractor is proceeding in accordance with the approved progress schedule, to order the Contractor to increase the number of men employed, to use additional plant or equipment, or to take such other steps as may be required to assure the completion of the various operations within the time(s) allotted therefore in the approved schedule or by the aforesaid completion time(s).

99. PATH OPERATIONS AND CONDITIONS

A. Construction Site Conditions:

1.) Schedule and perform the Work in the sequence shown on the Contract Drawings, if any, in such a manner as not to delay, endanger, or interfere with PATH operations. To the extent feasible the scheduled sequence, if any, and the times of the Contractor's operations, once approved, will be adhered to and operations of PATH and others will be scheduled so as to cause the least interference with the Contractor's operations. However, should the Engineer deem that any portion of the area in which the Contractor is working is required by PATH, the Contractor will be required to suspend operations and remove personnel, and obstructing plant, equipment and materials from such areas, within 1/2 hour of notice to suspend operations and stand by, if necessary, until directed by the Engineer to resume operations in such areas.

2.) Should the Contractor be specifically directed to suspend operations as provided in A.1, and if solely because of such direction and not due to fault of the Contractor, the Contractor is necessarily kept idle at the construction site, the Contractor will be compensated as stipulated in the provisions of the Contract concerning compensation for emergency delays.

3.) To enable the Contractor to plan Work of the Contract, and to enable PATH to plan train service operations, maintenance operations, and operations of others, prepare and submit for approval in accordance with "Coordination" hereof, a weekly schedule of operations for Work of the Contract.

4.) At least 7 days but not more than 10 days prior to performing excavation, call 1-800-272-4480 and provide the information required for excavation(s) in New York and call 1-800-272-1000 and provide the information required for excavation(s) in New Jersey.

5.) Take all precautions necessary for protection of persons and property during dust or fragment generating operations, concrete mixing or placing, painting or other operations which may stain, soil or damage property, or injure persons. Provide and erect waterproof, fire-resistant, UL labeled tarpaulins with flame spread rating of 15 or less or other protective enclosures as approved by the Engineer.

6.) The Contractor, employees of the Contractor, subcontractors, materialmen or other persons over whom the Contractor has control (hereinafter in this Section "Contractors's Personnel") shall conform to the following:

a. Do not park any vehicles, including construction vehicles, company vehicles or personal vehicles within any area of PATH property without prior approval of the Engineer, and no representation is made that parking, if approved, will be available throughout the Work of the Contract.

b. Do not enter upon PATH right-of-way unless PATH flaggers assigned to the Contractor are present.

c. Do not permit material, equipment or other objects to lie within or project into the PATH right-of-way.

d. Provide sound suppression devices on gasoline and diesel powered construction equipment and pneumatic tools as required to maintain noise exposure below the limits specified in the Code of Federal Regulations (CFR) 29 CFR 1926 Occupational Safety and Health Regulations for Construction (OSHA). Maintain such sound suppression devices in proper operating condition throughout the time of their use and make adjustments and repair as required to maintain noise within exposure levels stipulated in 29 CFR 1926.52, Table D-2.

e. Do not store combustible products or flammable materials at areas of Work.

7.) Restrict smoking to areas designated by the Engineer for this purpose.

8.) At all times while performing Work, require workers to wear reflective safety vests, hard hats and boots with non-slip type soles. Reflective safety vests shall have a visible reflective surface of not less than 100 square inches on front and back.

9.) Do not burn or bury debris of any type on PATH property, or wash waste materials down sewers or into waterways.

10.) In the event of damage to or disruption of existing construction, the Contractor shall repair, replace or reinstall such construction to the satisfaction of the Engineer. Should the Contractor fail to perform such repair or replacement, PATH reserves the right to perform such Work and deduct from the Contractor's compensation an amount representing the cost of such Work, as determined by the Engineer.

11.) In addition to the requirements of the Section of Division 1 GENERAL PROVISIONS entitled "Safety Provisions", provide and maintain at areas of Work, two "Pyrene 95-P20M" extinguishers as manufactured by RC Industries, Inc., Linden, N.J., or approved equal UL rated 20A-80BC 20 pound dry chemical multi-purpose fire extinguishers.

B. Construction Site Conditions in Tunnels and Stations:

1.) The use of propane heaters and gasoline or diesel powered construction equipment within tunnels or at underground stations is prohibited.

2.) Use of liquids having a flashpoint below 73 degrees F and boiling point below 100 degrees F is prohibited, unless specifically approved by the Engineer.

3.) Provide and operate air moving equipment when fume generating operations are in progress. During such operations provide air monitoring and test for toxicity (PPM), oxygen deficiency and combustible gas (% LEL).

4.) Work will be permitted in only one tunnel at any one time unless otherwise shown on the Contract Drawings or specifically approved by the Engineer.

C. Access To Areas of Work:

1.) Work of this Contract is at areas that are not accessible by road. Transportation for personnel, material, equipment or debris removal shall be provided in accordance with "PATH Rail Transportation", hereof.

2.) Work of this Contract is at areas that are accessible by road. Transportation for personnel, material and equipment delivery, and debris removal shall be via road transportation provided by the Contractor.

D. Material and Equipment Delivery and Removal:

1.) For Work at areas that are not accessible by road, deliver material and equipment via truck to the PATH C or D Yard near the intersection of Academy Street and Mill Road, Jersey City, New Jersey.

2.) Due to the limited space available at the PATH C or D Yard, operations, during performance of this Contract, shall comply with the following:

a. Limit deliveries to such material and equipment that will be promptly loaded on PATH work train for transportation, or can be confined within the "Area Available for Contractor's Use" at C or D Yard, if any.

b. Confine loading or unloading operations within the "Area Available for Contractor's Use", if any, except that for material and equipment delivered via truck to C or D Yard, the Contractor will also be permitted to use, for off-loading only, the loading platform of the PATH Stores Building. Such loading platform use shall be subject to availability of space and PATH does not guarantee the availability of the loading platform.

c. Promptly unload and remove materials or debris returned to C or D Yard via PATH rail transportation.

E. PATH Rail Transportation:

1.) If required, PATH will furnish a work train at C or D Yard and operate it subject to the following conditions upon its use:

a. The availability of work trains is limited. Generally, only one work train may be available for Contractor's use at a time. The work train will include an enclosed car for transporting Contractor's personnel and one flatcar, for transporting material and equipment or removed debris.

b. Each flatcar loading area is approximately 35 feet long and 7.5 feet wide with a maximum 20 ton load capacity. The maximum height of load is limited to the motorman's line-of-sight or 4 feet whichever is less. All loaded material and equipment shall be secured in place and shall be subject to PATH inspection and approval.

c. Completely unload the work train flatcar immediately upon arrival at the areas of Work to ensure that flatcars will be available for other PATH assignments.

d. Unless otherwise specifically permitted by the Engineer, return flatcar to PATH at the end of each day for which approval for use was granted.

e. Remove material, equipment or debris and broom clean work train flatcars at the end of each time of approved use.

2.) Under no circumstances will the Contractor be permitted to use PATH passenger trains for transporting material or equipment of any kind in connection with performance of the Work.

3.) The Contractor's personnel shall not use PATH passenger trains for transportation in connection with performance of the Work, unless specifically approved in advance by the Engineer and such use, if granted, shall be subject to the limitations and conditions imposed by the Engineer for such transportation.

4.) Requests for PATH rail transportation will be monitored by the Engineer. Should the Engineer determine that flatcars are not required for a Contractor operation, flatcars will not be furnished with the PATH work train.

5.) Make arrangements for PATH Rail Transportation in accordance with "Coordination" hereof.

6.) In the event of damage to any work train component by the Contractor, PATH will deduct from the Contractor's compensation an amount representing the cost of required repairs or replacements as determined by the Engineer.

F. Contractor's Rail Transportation:

1.) In lieu of utilizing PATH rail transportation, the Contractor may provide at his option and expense, one piece of Hi-Rail equipment for use on PATH tracks subject to the provisions stipulated herein.

a. Such equipment shall be the product of New Hope and Ivyland Railroad Company (McHugh Brothers) Post Office Box 196, Penndel, PA 19047, Telephone Number (215) 757-3790, or approved equal.

2.) In addition to the requirements herein, the times and conditions of Hi-Rail equipment operation shall be the same as those stipulated for PATH work trains.

3.) Access to PATH tracks for placement and removal of Hi-Rail equipment is available only at the following locations:

a. The New Jersey Transit grade crossing on the PATH eastbound track, Harrison, New Jersey.

b. The New Jersey Transit bridge grade crossing on the PATH westbound track, Kearny, New Jersey.

4.) The services of a PATH pilot are required at all times of operation of Hi-Rail equipment on PATH tracks. Such pilot will be provided at no cost to the Contractor. Make arrangements for a PATH pilot in accordance with "Coordination" hereof.

5.) When not in active use in connection with performance of the Work, park Hi-Rail equipment on PATH rails in Waldo Yard at the location designated by the Engineer. Promptly remove such equipment from PATH property when its use is not longer required.

G. PATH Flagger Service:

1.) PATH will provide flaggers without charge to the Contractor and their use is required for the following operations in connection with performance of the Work:

a. Work within or closer than 3 feet to the right-of way.

b. Work that requires crossing or obstruction of tracks.

c. Use of PATH rail transportation or Contractor's rail transportation

d. Work that in any way interferes with or interrupts PATH train service operations

e. Work which, in the sole discretion of the Engineer, requires flaggers for safety purposes.

2.) Make arrangements for PATH flagger service in accordance with "Coordination" hereof.

H. Station Closings:

1.) During station closings as hereinbefore stipulated, the following conditions shall apply:

a. During the time when any station is closed, train movements will nevertheless continue through the station unless the Contractor has obtained specific approval for shut-off of traction power in accordance with "Traction Power and Existing Utilities" hereof.

b. Only one station may be closed at any time.

c. At Exchange Place station only one platform and its adjacent track may be closed at any one time.

d. A station closing will require Contractor operations to continue 24 hours per day, seven days a week, except holidays, so that the time for closing of a station is kept to a minimum.

e. Limit Work at closed stations that require crossing or obstruction of tracks, shut-off of traction power, or will interfere with or interrupt PATH trains service operations to the time periods stipulated in "Hours of Work" hereof.

2.) Make arrangements for closing of stations in accordance with "Coordination" hereof.

I. Traction Power and Existing Utilities:

1.) The Contractor's attention is called to the fact that there will be high voltage electric lines and rails for PATH traction power at or adjacent to the areas of Work and no representation is made that such lines and rails will be de-energized during performance of the Work of the Contract. The Contractor shall take all necessary precautions to protect his personnel and others affected by his operations from injury from such high voltage electric lines and rails. Such lines and rails will remain energized for PATH operations except where shut-off is approved by the Engineer.

2.) Maintain operation of existing utility services such as compressed air, water, sewers, electricity, ventilation or fire protection and PATH surveillance cameras, signal and communication systems during performance of Work of the Contract, except as absolutely necessary for cutoff, cutover or other change of the affected systems, as approved by the Engineer. Coordinate with the Engineer prior to interrupting or otherwise affecting any operating system, utility or service.

3.) Shut-off and turn-on of traction power or existing utility, signal or communication service will be performed by others without cost to the Contractor.

4.) If required for Work of the Contract, PATH will provide compressed air at 90 psi in the vicinity of the area of Work. Provide valved connections to existing facilities and extend with hoses as required.

5.) Notify the Engineer of such shut-off or turn-on requirements in accordance with "Coordination" hereof.

J. Coordination:

1.) The progress schedule required under the Section of Division 1 GENERAL PROVISIONS entitled "Progress Schedule and Analysis of Bid" shall contain, but not be limited to, the following items:

a. Description of operations, location of Work in tunnels, and station closings, if any

b. Start and completion dates of each operation

c. Dates of material and equipment delivery to C or D Yard

d. Dates and times of Work that:

(i) Require closing of PATH stations or tunnels

(ii) Require crossing or obstruction of tracks

(iii) Is within or closer than 3 feet to right-of-way

(iv) Interferes with or interrupts PATH train service operations

(v) Require use of Contractor's Hi-rail equipment, if any.

2.) Submit written notification to the Engineer not later than 4:00 P.M. Monday of the week preceding each day that the following services are required:

a. PATH rail transportation service

b. Services of PATH pilot for Contractor's rail transportation

c. PATH flagger services

d. Work to be performed within PATH tunnels

3.) Written notification shall include, but not be limited to, the following items:

a. For PATH rail transportation service:

(i) The dates and locations of areas of Work

(ii) Whether or not flatcar will be required to remain in position as storage platform at areas of Work; and if so, locations of such areas

(iii) Number of Contractor's personnel to be transported

b. For services of PATH pilot:

(i) The dates, times and locations of Hi-rail equipment delivery to PATH track access points.

(ii) The dates, times and locations of areas of Work destinations of Hi-rail equipment.

(iii) Whether or not Hi-rail equipment will be positioned at areas of Work as a storage platform; and if so, locations of such areas.

c. For PATH flagger services:

(i) The dates, times and locations of area of Work

(ii) Description of operations to be performed at areas of Work

4.) For closing of PATH stations as hereinbefore specified, submit written request no later than 21 days preceding the date on which closing is requested. Written request shall include the dates, times, durations of closing and locations of stations to be closed; and whether or not shut-off of traction power is required at the closed stations.

5.) Where shut-off services of PATH traction power or other utility or service are permitted, notify the Engineer not less than 3 work days prior to the anticipated need for such services. Each notification shall be written and shall include:

a. The dates, times and locations of areas of Work involved.

b. Description of what utility or service shut-off or turn on is required.

c. Duration of shut-off times.

K. Coordination Rescheduling or Cancellation:

1.) When the Contractor obtains approval under "Coordination" hereof for the use of PATH services, Work in PATH tunnels, or the closing of a PATH station for a particular day or days, and should the Contractor thereafter require a rescheduling or cancellation of such services for the approved days, submit written notification of such rescheduling or cancellation to the Engineer not less than 48 hours in advance of each day for which approval was given. Failure by the Contractor to provide such notification of rescheduling or cancellation shall result in deduction by PATH of the following amounts from the Contractor's compensation:

a. For PATH rail transportation: $850 for each prior approved 6-hour tour or part thereof.

b. For PATH pilot: $25 for each prior approved hour or part thereof.

c. For PATH flagger services: $25 per flag person for each prior approved hour or part thereof.

d. For PATH shut-off or turn-on of traction power or other utility or service: $100 for each shut-off or turn-on previously approved.

e. For PATH station closing: $1000 per day.

L. Frangible Mock-ups:

1.) Not less than two weeks prior to erection or installation of permanent construction, temporary construction, scaffolding, platforms or other construction aids within PATH tunnels or at locations above or adjacent to the right-of-way, construct frangible mock-up which duplicates edge and end profiles of such proposed erection or installation. The mock-up shall be structurally adequate to resist without displacement the positive and negative wind loads imposed by passing PATH train operations but not cause damage to or create a hazard for PATH trains in the event that such end and edge profiles obstruct required PATH railway clearances.

2.) When directed by the Engineer, dismantle mock-up and remove from PATH property.

M. PATH On-Track Safety Program

PATH requires that all Contractor personnel who may enter the track area at any time be certified by successfully completing the "PATH ON-TRACK SAFETY PROGRAM", in compliance with the Rules and Regulations set forth in Federal Railroad Administration (FRA) Regulation 49 CFR Part 214, Subpart C, entitled "RAILROAD WORKER PROTECTION". Contractor personnel not certified under this program will not be permitted to enter the PATH track area. On a monthly basis, PATH will provide a four hour certification class at no cost to the Contractor which includes a certification test for supervisory staff representing the Contractor. The Contractor's supervisory staff will then be required to train and certify all additional Contractor personnel that may be performing Work of the Contract. A letter certifying that the listed Contractor personnel have been trained on the "PATH ON-TRACK SAFETY PROGRAM" and, that they fully understand and will comply with all requirements of FRA rules, shall be filed with PATH's Safety Supervisor at One PATH Plaza, Jersey City, NJ 07306, Sixth floor, within 48 hours of such training. Only the persons specified in such letter will be permitted to enter the track area.

N. No requirement of or omission to require any precautions under this Contract shall be deemed to limit or impair any responsibility or obligation assumed by the Contractor under or in connection with this Contract and the Contractor shall at all times maintain adequate protection to safeguard the public and all persons engaged in Work and shall take such precautions as will accomplish such end, without undue interference with the public or the operations of PATH..

100. HOURS OF WORK

A. Hours of Work

1.) Subject to all requirements stated elsewhere herein, the Work shall be performed only during the times stipulated in the Work Order(s) issued by the Engineer.

2.) The Contractor shall submit to the Engineer, at least one week in advance, his scheduled hours of Work for each week.

3.) Do not perform Work at the construction site outside of these time periods or on a Federal legal holiday or a holiday of the State(s) in which the Work is being performed, unless otherwise permitted by the Engineer.

DIVISION 2

SECTION 02081

ASBESTOS REMOVAL AND DISPOSAL FOR PORT AUTHORITY OF NEW YORK AND NEW JERSEY

PART 1. GENERAL

1.01 SUMMARY

A. This Section specifies requirements for removal and disposal of asbestos-containing materials and/or asbestos-contaminated objects from facilities owned and/or operated by the Port Authority of New York and New Jersey or The Port Authority Trans-Hudson Corporation (PATH), hereinafter called the "Authority" at facilities in the States of New York and/or New Jersey.

B. This Section is organized as follows:

Parts 1 through 3 represent the general portions of the specification. These sections are supplemented with Appendixes "A", "B" and "C" based on project specific abatement tasks for the State in which the work is to be performed (New York or New Jersey).

C. In accordance with Appendixes "A", "B" and "C" herein and the Contract Drawings, perform the following:

1. Prepare the "Work Area" for the removal of asbestos materials.
2. Remove, package, transport and dispose of the type(s) of asbestos-containing materials and/or asbestos-contaminated objects from the "Work Area(s)".
3. Decontaminate and seal surfaces in contact with asbestos-containing materials.
4. If removed materials are to be replaced, new materials shall be approved non-asbestos materials.
5. Re-establish "Work Area" and/or "Work Site" systems and objects.

D. Transport asbestos-containing materials and/or asbestos contaminated objects in accordance with 1.04 A.2 herein.

E. Dispose of asbestos-containing materials and/or asbestos contaminated objects at an approved landfill in accordance with 1.04 A.3 herein.

1.02 REGULATORY COMPLIANCE

A. Unless specifically directed otherwise by the Engineer, the Authority shall be sole entity to administer the regulatory compliance, the Work of this Section, and enforce the provisions herein.

B. Notifications

1. The Authority will notify the U.S. EPA for Work of this Section in accordance with 40 CFR Part 61, Section 65 (a)(b), for asbestos-containing materials.

2. The Contractor shall make arrangements for, and ensure that, the entity performing the Work of this Section performs the following:

   a. As directed by the Engineer, comply with the notification and re-notification requirements for the State in which Work is being performed and provide proof of notification and renotification prior to starting or continuing with Work.

C. In accordance with the requirements of the Section of Division 1 - GENERAL PROVISIONS, Entitled "Laws and Ordinances," Work under this Section shall conform to the provisions of the following codes and regulations, except where otherwise noted herein or on the Contract Drawings. Where the requirements of this Section or the Contract Drawings and the following codes and regulations differ, the stricter requirements shall control. Where methods or procedures are specified, they shall constitute minimum measures and shall in no way relieve the contractor of sole responsibility for the means, methods, techniques, sequences, or safety measures in connection with the work.

1. For Work of this Section performed in New York State:

   a. Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York: (12 NYCRR, Part 56) - Industrial Code Rule 56 ASBESTOS.

   b. 6 NYCRR Chapter II Title, 10, Part 73 - Asbestos Safety Program Requirements.

   c. 6 NYCRR, Part 364 - Waste Transporter Permits.

   d. 6 NYCRR, Part 360 - Solid Waste Management Facilities (if disposal site is in New York State).

   e. Administrative Code of the City of New YorkSection 755 (2) - 6.3 - Transport, Storage and Disposal of Waste Containing Asbestos, and Section B32 - 267.0 et. SEQ. - Commercial Refuse Removal.

2. For Work of this Section performed in New Jersey:

   a. New Jersey Administrative Code (N.J.A.C.): Section 5:23-8, Subchapter 8 - Asbestos Hazard Abatement Subcode.

   b. Section 7:26 - Division of Waste Management Rules.

   c. Section 8:60 - Department of Labor Asbestos Certifications.

   d. Section 12:120 - Safety and Health Standards.

3. For Work of this Section performed in New York State and/or New Jersey:

   a. 29 CFR (Code of Federal Regulations) Part 1926.1101, U.S. Occupational Safety and Health Administration (OSHA) - Asbestos Standard for the Construction Industry.

   b. 29 CFR 1910.134 – OSHA, Respiratory Protection

   c. 29 CFR 1910.146 - OSHA, Confined Space Entry.

   d. 29 CFR 1926.20 – OSHA, General Safety and Health Provisions.

e. 29 CFR 1926.21 – OSHA, Safety Training and Education.

f. 29 CFR 1926.22 – OSHA, Recording and Reporting of Injuries.

g. 29 CFR 1926.23 – OSHA First Aid and Medical Attention.

h. 29 CFR 1926.24 – OSHA, Fire Protection and Prevention.

i. 29 CFR 1926.25 – OSHA, Housekeeping.

j. 29 CFR 1926.26 – OSHA, Illumination.

k. 29 CFR 1926.27 – OSHA, Sanitation.

l. 29 CFR 1926.28 – OSHA, Personal Protective Equipment.

m. 29 CFR 1926.32 – OSHA, Definitions.

n. 29 CFR 1926.35 - OSHA, Employee Emergency Action Plans.

o. 29 CFR 1926.56 - OSHA, Illumination.

p. 29 CFR 1926.59 - OSHA, Hazard Communications.

q. 29 CFR 1926.95 – OSHA, Criteria for Personal Protective Equipment.

r. 29 CFR 1926.96 – OSHA, Occupational Foot Protection.

s. 29 CFR 1926.100 – OSHA, Head Protection.

t. 29 CFR 1926.101 – OSHA, Hearing Protection.

u. 29 CFR 1926.102 – OSHA, Eye and Face Protection.

v. 29 CFR 1926.103 – OSHA, Respiratory Protection.

w. 29 CFR 1926.104 – OSHA, Safety Belts, Lifelines, and Lanyards.

x. 29 CFR 1926.105 – OSHA, Safety Nets.

y. 29 CFR 1926.106 – OSHA, Working Over or Near Water.

z. 29 CFR 1926.107 – OSHA, Definitions Applicable to this Subpart.

aa. 29 CFR 1926.150 - OSHA, Fire Protection.

bb. 29 CFR 1926.151 – OSHA, Fire Prevention.

cc. 29 CFR 1926.152 – OSHA, Flammable and Combustible Liquids.

dd. 29 CFR 1926.153 – OSHA, Liquified Petroleum Gas.

ee. 29 CFR 1926.154 – OSHA, Temporary Heating Devices.

ff. 29 CFR 1926.153 – OSHA, Definitions Applicable to this Subpart.

gg. 29 CFR Part 1926 Subpart G OSHA, Signs, Signals and Barricades.

hh. 29 CFR Part 1926 Subpart K - OSHA, Electrical.

ii. 29 CFR 1926 Subpart L - OSHA, Scaffolding.

jj. 29 CFR 1926 Subpart X - OSHA, Stairways and Ladders.

kk. 40 CFR Part 61, Subparts A and M, U.S. Environmental Protection Agency (EPA), National Emission Standards for Hazardous Air Pollutants (NESHAP) - Asbestos.

ll. National Fire Protection Association (NFPA), Standard 701 - Standard Methods of Fire Tests for Flame Propagation of Textiles and Films.

mm. The American National Standard Institute (ANSI) Practices for Respiratory Protection ANSI 88.2-1980.

D. References in this Section to laws, codes, ordinances, regulations, standards or other Federal, state, municipal, local or departmental legal requirements shall be deemed to mean the latest version or revision thereof or successor thereto, notwithstanding any change in numbering, designation or titles in effect at the time of bid opening.

E. Unless specifically directed otherwise by the Engineer, the Authority will be the sole entity to monitor the project.

1.03 DEFINITIONS

A. Definitions and other terms used in this Section shall have the meanings set forth in 29 CFR 1910.1101; and for Work in New York State, as set forth in 12 NYCRR Part 56: Subpart 56-1.4, and for Work in New Jersey, as set forth in N.J.A.C. 5:23-8.2; and the following:

1. "Asbestos Abatement Permit Placard" shall mean a permit issued by the Port Authority authorizing the entity performing Work of this Section to commence with such Work

2. Authorized Person" shall mean a person provided by the Authority in accordance with U.S. EPA NESHAP, 40 CFR Part 61, Section 61.145 (c)(8).

3. "Certified Project Designer" shall mean a U.S. EPA Asbestos Hazardous Emergency Response Act (AHERA) Certified Project Designer for Work in New Jersey, or a New York State Department of Labor Certified Project Designer for Work in New York State.

4. "Emergency Exit" or "Egress" shall mean an area on the isolation barrier (i.e.: door or kick-out panel) that may be opened or broken for the immediate egress of people from the work area in case of an emergency.

5. "Initial Exposure Assessment", including "Negative Initial Exposure Assessment" are terms used in the OSHA construction standards. It means a required assessment by a "competent person" concerning the exposure potential of a specific asbestos job, or series of similar asbestos jobs. A "Negative Initial Exposure Assessment" is such an assessment in which it is concluded that employee exposures during the job are likely to be consistently below the Permissible Exposure Level (PEL). Assessments must be based on information and data which are allowed pursuant to criteria in OSHA Standard 1926.1101.

6. "Site Security/Fire Watch" shall mean an employee of the entity performing Work of the Section, who shall at a minimum possess the appropriate, valid state certification as an asbestos handler, who shall be on the "Work Site" at all times during periods of non-Work of this Section to ensure "Work Area" containment integrity, continuous operation of negative air filtration devices, security of the "Work Area" and security of asbestos waste stored at the "Work Site". In addition, when the operation of the existing fire protection system is impaired, deactivated, or compromised, the "Site Security/Fire Watch" person shall, in addition to being familiar with responsibilities of maintaining "Work Area" integrity, be familiar with the emergency response plans and procedures, and the use of the fire extinguisher provided at the "Work Site" for Work of this Section.

7. "Support Structures" shall mean any temporary structure constructed to reach, inspect, or perform Work of this Section.

8. "Work Area" shall mean the designated area within a "Work Site" where Work of this Section occurs which is isolated as required and to which access is restricted.

9. "Work Site" shall mean the construction site location(s) where Work of this Section is being performed.

1.04 QUALITY ASSURANCE

A. QUALIFICATIONS:

1. The entity performing Work of this Section shall be approved by the Authority prior to the commencement of Work of this Section and shall:

   a. Possess valid licenses, permits and certificates for the State in which the Work is to be performed.

   b. Employ for Work of this Section "Certified Project Designers", asbestos abatement handlers, restricted handlers, supervisors and air compressor operators who possess valid certifications and licenses for the State in which the Work is to be performed.

   c. Provide at the "Work Area" a "Competent Person" conforming to the requirements of 29 CFR 1926.32 (f), 1926.1101 (b), 40 CFR 61 Subpart M, and in addition, such person shall have at least three years of experience on asbestos abatement projects as an asbestos abatement supervisor in the State in which Work of this Section is being performed.

   d. Provide a Certified Industrial Hygienist (CIH) with at least three years of applicable experience in asbestos abatement, and with a certification by the American Board of Industrial Hygiene.

   e. Employ an environmental laboratory, approved by the Authority, that conforms to the Quality Control Procedures of 29 CFR 1926.1101 Appendix A, participates in a national sampling testing scheme such as the Proficiency Analytical Testing Program (PAT) or the Asbestos Registry sponsored by the American Industrial Hygiene Association.

f. All subcontractors shall be approved by the Engineer or shall submit subcontractor(s) qualifications with the bid for all proposed Subcontractor(s). Any proposed subcontractor(s) performing work under this specification shall have appropriate qualifications. Subcontractor qualifications submitted shall be in such form and number as may be required by the Authority.

2. The asbestos waste transporter providing transportation services for Work of this Section shall be approved by the Authority prior to the commencement of Work of this Section, and hold the appropriate transporter permits, licenses and certifications for each State in which asbestos transportation is to take place. Such transporter shall transport asbestos-containing materials and/or asbestos-contaminated objects by licensed motor vehicle operators, in vehicles with valid motor vehicle registrations.

3. The landfill disposal site for the asbestos-containing materials and/or asbestos-contaminated objects shall be a site or a facility with valid municipal, state, federal permits (where applicable) and approved by the Authority prior to the commencement of Work at the "Work Area".

1.05 WORK AREA CONDITIONS

A. The Authority will perform the following air monitoring and analysis, and will provide analytical results of such air monitoring to the entity performing Work of this Section:

1. Baseline sample results collected within and adjacent to the "Work Area(s)" during normal occupancy conditions prior to the commencement of asbestos abatement activities.

2. Pre-abatement (area preparation) sample results collected within and adjacent to the "Work Areas" during asbestos abatement preparation activities (applicable to work performed in New York State only).

3. Sample results taken outside the "Work Area(s)" during abatement activities.

a. If during the performance of abatement Work, area air sample results taken outside the "Work Area" exceed normal occupancy baseline levels or fiber concentrations in air at or in excess of 0.01 fibers per cubic centimeter (whichever is greater), the entity performing Work of this Section shall take the appropriate corrective action until acceptable levels are achieved, as determined solely by the Engineer.

4. Post-abatement air clearance results.

B. The Entity Performing Work of This Section Shall:

1. Perform initial employee exposure air monitoring in accordance with 29 CFR 1926.1101 (f)(2).

2. Perform full shift daily monitoring for a minimum of twenty (20%) percent of the workers performing a particular task within the "Work Area" each working shift in accordance with 29 CFR 1926.1101 (f)(3).

3. Throughout Work of this Section, the CIH, or the CIH's authorized representative, shall review and sign all air monitoring reports prior to the release of the data to the Contractor. Based upon employee exposure monitoring and analysis of airborne fiber concentration levels, the CIH shall determine the required level of respiratory protection established in accordance with 29 CFR 1926.1101(h).

a. If based upon the results of employee exposure air monitoring the entity performing Work of this Section requests that monitoring be suspended in accordance with 29 CFR 1926.1101 (f)(4), the CIH shall determine if full shift monitoring accurately represented the airborne exposure to asbestos for the Work, and submit to the Engineer in writing for approval, a recommendation with reasons why monitoring may be suspended.

b. Report results of employee exposure air monitoring analyses to the Engineer not more than twenty-four (24) hours after the collection of the sample, and post written laboratory results, signed by the CIH, or the CIH's authorized representative, in accordance with 3.01 E.3 herein within two (2) business days.

4. For post-abatement air clearance sampling provide, install, maintain and operate aggressive forced air equipment, e.g., fans, leaf blowers, in accordance with the requirements of the State in which Work is being performed.

5. Re-cleaning, if the "Work Area" fails the Post-abatement air clearance test on the first attempt, shall be performed by the entity performing Work of this Section at no additional cost to the Authority.

6. Ensure that the "Competent Person" stipulated in 1.04 A.1.c attend all meetings related to Work of this Section.

7. Perform Work in accordance with the Contract Documents.

C. Unless otherwise stipulated in Appendix "B" to this Section or as shown on the Contract Drawings, utilities and services, such as water, gas, sewers, electricity, steam heating/cooling ventilation, elevators, fire protection systems, sprinklers and smoke detectors, passing through the "Work Area(s)" shall continue service to areas outside of the "Work Area(s)". Where stipulated in Appendix "B" herein, or shown on the Contract Drawings shutdown and lock-out as necessary to perform Work of this Section. The Contractor shall provide that the entity performing Work of this Section shall coordinate with the Engineer prior to interrupting, re-routing or otherwise affecting any operating system, utility or service. The Authority will perform, and provide certification of utility and service shutdown(s), lockouts, and of required pressurization of ventilation duct systems. Notify the Engineer prior to the impairment or deactivation of the existing "Work Area(s)" and/or "Work Site" fire protection system.

1.06 SUBMITTALS

A. See Appendix "A"

PART 2. PRODUCTS

2.01 EQUIPMENT

A. Ensure that the entity performing Work of this Section provides, maintains, and/or uses the following equipment as required:

1. Respirators selected by the CIH based upon airborne fiber concentrations determined in accordance with 1.05 B. herein.

2. Daily employee exposure air monitoring equipment for not less than twenty percent (20%) of workers employed in each particular task per work shift in accordance with 1.05 B. herein.

3. Protective clothing and equipment for personnel exposed to airborne concentrations of asbestos fibers, including but not limited to whole body disposable covering, gloves, head covering, foot covering, hard-hats and eye protection.

4. The Contractor shall maintain stocked first aid kits in the clean room of the decontamination unit and in the work area including, but not limited to bandages, antiseptic wipes, burn cream, eye flushing solution, and tourniquet.

5. Dedicated respirators and personal protective clothing and equipment for the Engineer, and a maximum of three (3) for "Authorized Visitors".

6. Twenty-pound A-B-C multipurpose dry chemical fire extinguishers located in the clean and equipment rooms of the personnel and waste decontamination enclosure, emergency egress locations, and the "Work Area".

7. Negative pressure air filtration equipment.

8. Continuous chart recording manometers to measure differential air pressure.

9. Forced air equipment, e.g., leaf blowers and fans, for use during post-abatement air clearance sampling.

10. Fully enclosed and lockable waste dumpsters, trailers, or roll-offs, with the interior walls and floors lined with one (1) layer of 6-mil fire retardant polyethylene.

11. Asbestos warning signs, leak-tight containers, and transportation labels conforming to 29 CFR 1926.1101(k), and 40 CFR Part 61, Section 61.1(a).

12. Spare containers and labels at the "Work Site", and on the waste transport vehicle for use in case of accidental loss or breakage.

13. HEPA vacuums, rubber or plastic dustpans, squeegees or non-metallic shovels with rounded edges, hand tools, OSHA approved ladders and scaffolds, and inclined chutes where required for Work at heights ten (10) feet or greater above the floor or adjacent ground surface.

14. When "Work Site" electricity is furnished from an existing electrical system, provide temporary electric and lighting from a panel outside of the "Work Area". Furnish and install a temporary electric panel equipped with ground fault circuit interrupters conforming to the National Electric Code for Work in New Jersey, and to the Electrical Code of the City of New York for Work in New York State. Temporary lighting level within the "Work Area" shall at a minimum conform to 29 CFR 1926.56, Illumination.

15. Battery operated emergency lighting within the "Work Area", personnel and waste decontamination enclosures, and emergency egress locations. Self-luminous emergency fire exit and directional signs identifying the path to, and location of, the personnel and waste decontamination enclosures, and emergency egress locations.

2.02 MATERIALS

A. Ensure that the entity performing Work of this Section provides, maintains, and/or uses the following materials as required for Work of this Section:

1. Leak-tight containment waste bags of clear or colored plastic, at least 6-mil in thickness with approved warning and transportation labels.

2. Commercially available glove bags of at least 6-mil transparent polyethylene with approved asbestos warning labels.

3. Surfactant, lock-down sealant, and encapsulating products which are recommended by the manufacturers for the specific type of asbestos being abated, and approved by the Engineer.

4. Lumber having a U.L. rating of FR-S. Lumber for temporary support structures shall be U.L. rated FR-S.

5. Minimum 6-mil polyethylene and reinforced polyethylene, with a fire retardant rating conforming to the requirements set forth by the NFPA Standard 701.

6. Other materials such as water-resistant duct tape, adhesives, caulking, nails, fasteners and hardware, as required to perform the Work of this Section.

PART 3. EXECUTION

3.01 PRE-ASBESTOS REMOVAL MEETING AND WORK SITE PREPARATION

A. Prior to the start of Work of this Section at the "Work Site", and after the submission and approval of the information required under 1.04 A and and Appendix "A", the Engineer will schedule a pre-asbestos removal meeting.

B. The following will be performed at the "Work Area" and "Work Site" by the Authority:

1. Post the U.S. EPA notification letter, and if applicable, all re-notifications.

2. Post the Authority "Asbestos Abatement Permit Placard".

3. Post bulk sampling results.

4. As required, isolate, shutdown, pressurize, de-energize and lockout those utilities and services listed in applicable appendices herein.

5. Inspect and evaluate waste container(s) upon arrival at the "Work Site". Damaged, improperly sealing or locking waste container(s) shall be rejected.

6. Place locks on all waste containers.

7. Field-verify the efficiency of the negative air units utilizing velometers and/or manometers.

C. If Appendix "B" to this Section stipulates that a "Work Area" is a Confined Space as defined by 29 CFR 1926.21 and 29 CFR 1910.146, the Contractor shall ensure that entity performing Work of this Section shall be responsible for and shall take the appropriate safety measures stipulated therein.

D. The Contractor shall ensure that the entity performing Work of this Section notifies the building occupants who may be impacted by Work of this Section with a letter, prepared by the Authority, a minimum of ten (10) days prior to the start of Work.

1. The Contractor shall ensure that entity performing Work of this Section posts the "Notice of Abatement Project" signs, provided by the Authority, ten (10) days prior to the start of Work; posted at locations determined by the Engineer.

E. Ensure that the entity performing Work of Section posts the following items on a notification board located at the entrance to the clean room of the personal decontamination enclosure:

1. A copy of the Abatement Contractor's State license.
2. Copies of the air-sampling technician's, project monitor's, supervisor's, handler's and restricted handler's State certificates.
3. OSHA air monitoring results (Within 48 hours of Sample Collection).
4. Emergency first aid procedures and notification telephone numbers.
5. If applicable, air compressor operator certificates of approval or fitness.
6. Name of the Work Site "Competent Person", and a list of names of workers who are authorized to enter the "Work Area(s)".
7. Chain-of-command and telephone numbers in accordance with Appendix "A" (C)(8) herein.
8. Copies of all required City and State asbestos transporter licenses, certificates, and permits.
9. Signs as required by 29 CFR 1926.1101(k) at all entrances to the "Work Area".
10. "No Smoking" signs.
11. A copy of this Specification Section and Appendices.
12. A copy of approved applicable, or project-specific, state variances pertinent to the project.
13. Laboratory results of environmental air samples as defined in Section 1.05 B.3.b.

F. The Contractor shall ensure that the following items shall be available at the "Work Area" and/or "Work Site" by the entity performing Work of this Section for inspection by the Authority or their duly appointed representative:

1. The Contract booklet and Contract Drawings and in addition, a copy of all approved submitted drawings and procedures.
2. Copies of applicable City, State and Federal regulations.
3. Material Safety Data Sheets.
4. NESHAP asbestos generator shipping labels.
5. The record of all manometer recordings.

3.02 WORK AREA PREPARATION

A. Work of this Section at the "Work Area" and/or "Work Site" shall not commence until all submittals are approved, and an "Asbestos Abatement Placard" has been issued by the Authority.

B. Work at the "Work Area" shall proceed only when the "Competent Person" and Authority "Authorized Person" are present at the "Work Area".

C. If the scheduled starting date cannot be met, the Contractor shall ensure that the entity performing Work of this Section requests a start date change in writing to the Engineer at least seventy-two (72) hours before the initial notice start date. Schedule changes are subject to the approval of the Engineer. Regulatory re-notifications shall be performed in accordance with 1.02 B.1 and B.2.

1. In the event of failure to commence with Work of this Section on the approved date without the consent of the Engineer to a start date change, the Contractor shall be responsible for the payment of all Authority administrative fees, including, but not limited to, preparation of and courier service for the hand delivery of the U.S. EPA re-notification letter.

D. Submit staging procedures and shift schedules. Notify the Engineer in writing of any shift changes not less than forty-eight (48) hours in advance. Such shift changes shall be subject to the approval of the Engineer.

E. The Contractor shall provide that the entity performing Work of this Section shall perform the following in accordance with Contract Drawings and Appendix "B" herein:

1. After utility shutdown in accordance with 1.05 C., remove filters from the HVAC system, double bag, store and dispose of as asbestos-contaminated waste. Seal all openings in the HVAC and other utility systems within the "Work Area(s)" with at least two (2) layers of 6-mil fire-retardant polyethylene sheeting.

2. Prior to the construction of the decontamination enclosure(s), remove asbestos that may be disturbed by such installation utilizing an approved isolation tent removal procedure to remove a one-foot wide strip at the locations where asbestos may be disturbed.

3. Pre-clean the location where the decontamination enclosure(s) will be constructed using HEPA vacuuming and/or wet cleaning in accordance with Appendix "B" herein.

4. Construct the decontamination enclosure(s) in accordance with the Contract Drawings, Appendix "B" herein, and/or approved Contractor submittals. Provide electric, water, and drainage to make the decontamination enclosure(s) and sanitary facility unit(s) operational.

5. Pre-clean the "Work Area" using HEPA vacuuming and/or wet cleaning methods.

6. Establish the "Isolation Barrier Partitions", "Critical Barriers", "Surface Barriers", or demarcate an area, and seal all openings. Stationary equipment within the "Work Area(s)" shall be enclosed, protected, and ventilated, as required in accordance with the Contract Drawings and/or applicable appendices herein.

7. Pre-clean fixed objects within the "Work Area(s)" and enclose objects to remain in accordance with the Contract Drawings and Appendix "B" herein. Pre-clean movable items before removal from the "Work Area" in accordance with the Contract Drawings and Appendix "B" herein.

8. Paint, or apply tape, in a fluorescent color at the fire extinguisher locations, door frames(s) of the personal and waste decontamination enclosures, emergency egress locations, kick-out panels and along wall bases showing direction towards the nearest exit.

9. Install and continuously operate the negative air filtration system in accordance with the Contract Drawings and/or applicable appendices herein.

10. Provide temporary lighting and power in accordance with 2.01 (A)(14) and Appendix "B" herein.

F. Notify the Engineer in writing that asbestos removal is ready to commence. No less than twenty-four (24) hours after such notification, a pre-removal inspection will be performed by the Engineer.

1. After a successful pre-removal inspection and approval of the Engineer, commence with asbestos removal.

3.03 ASBESTOS REMOVAL

A. The Contractor shall provide that the "Competent Person" employed by the entity performing Work of this Section performs the following:

1. Ensures that workers are equipped with respiratory protection and personnel protective equipment in accordance with Section 1.05 B.3.

2. Ensures that the negative air filtration system and manometers are maintained and continuously operated throughout "Work Area" preparation, asbestos removal, clean up, and post-abatement air clearance sampling in accordance with Appendix "B" and the Contract Drawings herein.

3. Ensures that the procedures of 29 CFR 1926.1101, Appendix "F" - "Wetting Agents" are complied with.

4. Ensures that "Site Security/Fire Watch" personnel to keep watch during non-work hours are utilized in accordance with Appendix "B" herein.

5. Ensures that prior to asbestos removal, all asbestos-containing materials are adequately wetted as regulated by the state in which the work occurs and as specified by the manufacturer.

6. Ensures that the removal of the asbestos-containing material is in accordance with Appendix "B" herein, and the Contractor's approved submittals.

7. Ensures that debris and water does not remain or pond on the floor and/or temporary "Support Structures". Adequately wet down, remove, and bag material while wet, concurrently during removal operations utilizing HEPA vacuums, rubber or plastic dustpans, squeegees or plastic shovels for continuous water and debris removal.

8. Ensures that disposal of waste water from the "Work Area" is performed in accordance with Appendix "B" herein.

9. Ensures that a permanently bound entry logbook for each "Work Area" is maintained and made available for the Engineer's inspection signed by all individuals who enter and leave the "Work Area(s)". The log shall identify the abatement contractor, the Authority contract and job number, and the respiratory protection used.

10. Ensures that the permanently bound daily log book for each "Work Area" is maintained with records of the Engineer's inspections and all findings, events, and required corrective action regarding, but not limited to daily inspections, integrity of the decontamination enclosure system(s), "Isolation Barrier Partitions", "Critical Barriers", "Surface Barriers", the negative air filtration system, and all "Work Area" cleanings.

11. Unless directed by the Engineer to do otherwise, ensures that the condition of the waste container is examined by the "Site Security/Fire Watch" person (or "Competent Person" in the event that a Site Security/Fire Watch Person is not required) at least once every twenty-four (24) hours during non-work periods, and that repairs of torn or missing signs on the waste container, or damage affecting the integrity of the waste container are performed or that replacement containers are provided.

12. Ensures that for Work in New York State, the cleaning and surface lock-down encapsulation procedures in Subpart 56-12.1(i) of Industrial Code 56 are complied with.

13. Ensures that for Work in New Jersey, the cleaning and surface lock-down encapsulation procedure in 5:23-8.15(h) of the Asbestos Hazard Abatement Subcode is complied with.

14. Whenever possible, gross removal, packaging and cleaning shall proceed generally from the top downward.

15. Ensures that gross removal, packaging and cleaning shall proceed from locations which are remote from the HEPA units toward the areas of the units.

16. Ensures that wire brushes are not used for asbestos removal.

17. Ensures that compressed air and high-pressure water or steam are not used for asbestos removal.

3.04 DISPOSAL

A. Notify the Engineer in writing at least twenty-four (24) hours in advance of any bag out operations or waste container removal.

B. Remove asbestos waste from the "Work Site" only with the approval from the Engineer and an accompanying, properly signed Asbestos Waste Shipping Document issued by the Authority (Waste Shipment Record).

C. Transport the waste consignment to the landfill designated in the Contractor's approved submittals, U.S. EPA notification letter, and indicated on the Waste Shipment Record in accordance with 1.04 A.

D. The collection, co-mingling and transport of generated Authority asbestos waste with the asbestos waste from other generator sources is prohibited. Temporary storage or secondary transfer of the asbestos waste before final disposal is prohibited unless otherwise approved in writing by the Engineer prior to the waste leaving the "Work Site".

3.05 FINAL REPORT

A. This final report shall not be a substitute for the requirements of the Section of Division 1 entitled "Asbestos Cost Summary Submittal".

B. Final payment will not be approved prior to the Contractor preparing, itemizing and submitting to the Engineer four (4) copies of a final report containing:

1. A cover page identifying the entity performing Work of this Section with their phone number and business address, name of the "Competent Person", name and business address of the CIH and analytical laboratory, name and business address of the waste transporter, and name and business address of the landfill.

2. Summarize the type(s) of material removed, quantity of material removed, description of containment and engineering controls, amount of waste generated and date(s) transported from facility.

3. Daily project logs, entry logs, and if applicable, time and material sheets.

4. Analytical results of employee exposure air monitoring performed during Work of this Section, and strip or disk chart recordings of differential air pressure to areas adjacent to the "Work Area(s)".

5. Waste Shipment Record signed by the operator of the disposal site indicated in the Contractor's approved submittals.

6. Manometer recording logs. Manometer chart or tape shall include a date and time marker at least once per 24-hour period, and shall clearly indicate scale and zero.

7. The name, title and signature of the person preparing the final report.

END OF SECTION

SECTION 02081

ASBESTOS REMOVAL AND DISPOSAL FOR PORT AUTHORITY OF NEW YORK AND NEW JERSEY

APPENDIX "A"

SUBMITTALS

Submit the following in accordance with the requirements of Shop Drawings, Catalog Cuts and Samples of Division 1 - GENERAL PROVISIONS:

Product Data

02081D02 Catalog cuts for all materials and equipment to be used for Work of this Section.

02081D03 Material Safety Data Sheets and a copy of the product labels for all chemicals to be used for Work of this Section.

Construction and Installation Procedures

02081G02 Fire Prevention and First Aid Procedures.

02081G03 Work site communication with police, fire department, Facility Operations and the Engineer.

Qualifications

02081K01 Copy of valid Asbestos Contractor's License

02081K02 Information on Competent Person (i.e.: resume) showing: 3 years project supervision experience.

02081K03 Copy of valid Asbestos abatement Supervisor Certificate.

02081K04 Copies of Asbestos Handler Certificates for the proposed staff.

02081K05 Information (i.e.: resume) on the "Certified Project Designer" the Contractor plans to utilize showing 3 years asbestos project design experience and a copy of valid Asbestos Project Designer Certificate

02081K06 Information (i.e.: resume) on the Certified Industrial Hygienist (CIH)the Contractor plans to utilize showing 3 years asbestos related experience and a copy of valid American Board Industrial Hygiene Certificate.

02081K07 Information on the Environmental Laboratory the Contractor plans to utilize, including Proof of participation in the American Industrial Hygiene Association's Proficiency Analytical Testing Program [PAT].

02081K08 List of Subcontractors Contractor plans to utilize. Submit all their appropriate qualifications as per Section 02081(1.04)(A)(1)(a) and (f) herein.

02081K09 Name of Asbestos Waste Transporter Contractor plans to utilize -- the entity providing transportation services shall be approved by the Authority prior to the commencement of Work of this Section. Provide documentation showing, for each State in which transportation is to occur, the following:
a. Copies of Transporter's Permits, Licenses and/or Certificates as required by state agencies to operate.
b. Name and title of Transporter's contact person.
c. Business, mobile and pager telephone numbers.
d. U.S. DOT statement of reportable accidents and reportable environmental incidents as per 49 CFR 171.15 and 171.16

02081K10 No of landfill Contractor plans to utilize. Contractor shall obtain approval from the Authority for utilization of proposed facility prior to commencement of Work of this Section [refer to Appendix "C" herein]; and submit the following documentation for the proposed facility:
a. Municipal, State and/or Federal permits and/or licenses required to operate.
b. Name, title and telephone number of Landfill's contact person.

Quality Assurance-Quality Control

02081L01 Outline of Respiratory Protection Program for Employees conforming with current regulations - The outline shall bear the signature and approval of a CIH.

Contact Information

02081P01 Project Specific Chain of Command -- Show on Chain of Command form(s) office, beeper, mobile and home telephone numbers of persons having the authority to dispatch personnel to the Project location and commit such persons to the tasks as directed by the Engineer. At a minimum include numbers for Project Supervisor, Competent Person and CIH.

END OF APPENDIX "A"

DIVISION 2

SECTION 02094

WORKER AND ENVIRONMENTAL PROTECTION FOR LEAD PAINT REMOVAL

PART 1. GENERAL

1.01 SUMMARY

A. This Section specifies requirements for:

1. The installation and use of containment systems for the removal of paint coatings containing lead and other toxic metals in accordance with the Society for Protective Coatings (SSPC) Technology Guide 6 and associated containment tables A, C, P. W.
2. Worker and Environmental Compliance Plans for the protection of Contractor workers, the public, and the environment from exposure to harmful levels of lead that may be present in the paint being removed.
3. Ensuring that all waste is collected, handled, stored, transported, and disposed off in accordance with applicable regulations.

1.02 REFERENCES

The following is a listing of the publications referenced in this Section.

A. Code of Federal Regulations (CFR)

1.	29 CFR 1910.120	Hazardous Waste Operations and Emergency Response
2.	29 CFR 1910.134	Respiratory Protection
3.	29 CFR 1926	Occupational Safety and Health Regulations for Construction
4.	29 CFR 1926.51	Sanitation
5.	29 CFR 1926.62	Lead
6.	40 CFR 50	National Primary and Secondary Ambient Air Quality Standards
7.	40 CFR 261-264	Hazardous Waste Standards
8.	40 CFR 265.13	General Waste Analysis
9.	40 CFR 268	Land Disposal Restrictions
10.	49 CFR 171-179	Transportation Regulations

B. New Jersey Administrative Code (NJAC)

1.	NJAC, Title 8, Chapter 62	New Jersey Department of Health, Standards for Lead Certification
2.	NJAC, Title 5, Chapter 17	New Jersey Lead Hazard Evaluation Abatement Code

C. New York Code of Rules and Regulations (NYCRR)

1. Title 6, Chapter III, 364-373 — Hazardous Waste Management Regulations

D. Society for Protective Coatings (SSPC)

1. SSCP TechnologyGuide 6 — Guide for Containing Surface Preparation Debris Generated During Paint Removal Operations
2. SSPC Guide 7 — Guide to the Disposal of Lead-Contaminated Surface Preparation Debris

REGULATORY REQUIREMENTS

E. Comply with the requirements of this section as though the Authority were a private corporation. Comply with the requirements of all applicable Federal, State, and City laws, codes, and regulations, including, but not limited to the regulations of the:

1. United States Environmental Protection Agency (USEPA);
2. Occupational Safety and Health Administration (OSHA);
3. New Jersey Department of Environmental Protection (NJDEP);
4. New Jersey Department of Health and Senior Services (NJDHSS);
5. New Jersey Department of Labor (NJDOL);
6. New York State Department of Environmental Conservation (NYSDEC);
7. New York State Department of Health (NYSDOH); and
8. New York State Department of Labor (NYSDOL).

F. Comply with all applicable regulations even if the regulation is not specifically referenced herein. If a Federal, State, or City regulation is more restrictive than the requirements of this Section, follow the more restrictive requirements.

1.03 QUALIFICATIONS AND EXPERIENCE

A. Contractor and its Subcontractors

1. For Work in New Jersey, verify that the Contractor or its subcontractor who will be working with lead is certified under the Lead Hazard Evaluation and Abatement Code for Steel Structures and Commercial Buildings, N.J.A.C. 5.17-2.1. Certification must be maintained throughout the duration of the Contract.

B. Laboratory Qualifications/Occupational Physician

1. Verify that the analytical laboratories performing metals analysis on air, water, soil and solid waste, are accredited by The American Industrial Hygiene Association (AIHA), and has successfully participated (previous 12 months at a minimum) in the AIHA ELPAT program and PAT program.
2. Verify that the laboratory conducting the worker blood analyses is approved by OSHA, NJDHSS and NYSDOH, as applicable.
3. Verify the certifications of the Occupational Physician.

C. Competent Person/Supervisor. Employ one who:

1. Has a minimum of two years industrial painting field experience, with a minimum of ninety days field supervisory or management experience in paint removal projects;

2. Has proof of completion of 29 CFR 1926.62 Lead in Construction training within the last 12 months;

3. Has proof of 29 CFR 1910.120 (initial or refresher) HAZWOP Supervisor training within the last 12 months;

4. For work in New York, has proof of completion of Society for Protective Coatings (SSPC) Competent Person for Deleading of Industrial Structures (SSPC C-3) course or equivalent. Certification must be maintained throughout the duration of the Contract.

5. For work in New Jersey, has proof of completion of the New Jersey Lead Abatement Supervisor Program for Commercial Buildings and Super Structures, N.J.A.C. 5.17-2.1. Certification must be maintained throughout the duration of the Contract.

D. Workers Confirm that:

1. For work in New Jersey, all workers have proof of completion of the New Jersey Lead Abatement Worker Program for Commercial Buildings and Super Structures, N.J.A.C. 5.17-2.1. Certification must be maintained throughout the duration of the Contract.

2. All workers have proof of completion of 29 CFR 1926.62 Lead in Construction training within the last 12 months.

1.04 SUBMITTALS

See Appendix A.

PART 2. PRODUCTS

2.01 PERSONAL PROTECTIVE MATERIALS AND MONITORING EQUIPMENT

A. Monitoring and Testing Equipment

1. Supply the instrumentation needed for monitoring worker and area exposures.

2. Supply all equipment needed for the operation of all instrumentation and monitors (e.g., generators, batteries, power cords, fuel, etc.).

B. Personal Protective Equipment and Hygiene Facilities

1. Provide all personal protective equipment (PPE) needed for Contractor's workers and for up to four Engineering representatives at each shift.

2. Repair or replace PPE as required to assure that it continues to provide its intended purpose.

C. Containment Materials

1. Supply all equipment and materials needed to contain debris in accordance with the provisions of this Section. This may include ground covers, rigging, scaffolding, planking, containment materials, dust collection and ventilation equipment and HEPA vacuums.