

**CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS
MINIMUM SPECIFICATIONS AND BID FORMS
FOR**

**ISCHUA 5, PLUNGE POOL REHABILITATION - REBID
TOWN OF LYNDON
STATE ID: 025-2980**

Prepared by:
**Cattaraugus County
Department of Public Works**

8810 Route 242
Little Valley, NY 14755



General Provisions and Bid Proposal Booklet

MARCH 2019

DPW BID NO. 41

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****Forms to be returned with bid***

CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

Kathleen M. Ellis, Commissioner

Devin M. Blue, Deputy Commissioner

Mark C. Burr, PE, Director of Engineering



8810 Route 242, Jack Ellis Drive

Little Valley, New York 14755

Phone (716) 938 9121 | Fax (716) 938 2754

ADVERTISEMENT FOR BIDS

Sealed bids for the **Ischua 5, Plunge Pool Rehabilitation-REBID, Town of Lyndon, State ID: 025-2980**, according to specifications, will be received by the undersigned, at the Department of Public Works Facility, 8810 Route 242, Little Valley, New York, until **Friday, April 5, 2019 at 1:45 P.M.** after which they will be publicly opened at **2:00 P.M. (at the same location)**, by the undersigned, under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time it is received, will be stamped showing date and time of receipt. All bids must be sealed and clearly marked as follows: (Any bid not clearly marked will not be considered.)

DPW BID #41 – Ischua 5, Plunge Pool Rehabilitation-REBID, Town of Lyndon, State ID: 025-2980

Contractors are encouraged to visit the site before **March 29, 2019**. Please coordinate by contacting **Robert Shenk** at **716-350-4010** or **rschenk0212@gmail.com** to schedule a site meeting.

Final Request for Information shall be 4:00 P.M. **Friday, March 29, 2019**. Final addendum shall be issued, **Monday, April 1, 2019** at 2:00 P.M. if needed.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available **Friday, March 15, 2019**, and may be secured at **Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, New York 14755. Phone Dawn Smith at 938-9121, ext. 2465.** There will be a **\$50.00** charge for each set of specifications, plus **\$8.00** postage if mailed. Checks are to be made payable to the **Cattaraugus County Treasurer**. All questions and RFI's to be directed to Bergmann; 280 East Broad Street, Suite 200, Rochester, NY 14604 @ 585-498-7826 Attn: James Guistina, **jguistina@bergmannpc.com**. The specifications for this project will be available for examination at the office of **Southern Tier Builders Association, 65 West Main St., Falconer, NY 14733**, & on their web site, (STBA website at: **https://bxstier.com/**) Login Page: **http://login.onlineplanservice.com/SP/code.aspx**
Password: **NYBX19-01212-41**

Cattaraugus County Local Law 12-2012 as amended by Local Law 5-2015 requires that the County provide a copy of the Cattaraugus County Vendor Responsibility Form to the low bidder. The low bidder will have 5 business days to return the completed form unless the form was mailed by the county to the vendor, in which case they will have 10 business days from the date of the mailing to return the form. Failure by the low bidder to submit the form within the above time frame will lead to the automatic rejection of their bid. The contractor must also ensure that all subcontractors to be used on the project complete this form and submit it to the County

for approval within 5 days of the preconstruction meeting. Failure to do so may lead to the rejection of the subcontractor at the County's discretion.

Currently the Commissioner of Public Works has approved the CCA-2 (New York State Vendor Responsibility Questionnaire For-Profit Construction) with attachments A, B, and C to serve as the Cattaraugus County Vendor Responsibility Form.

The full deposit, according to General Municipal Law, Less any postage costs, will be refunded for complete sets with no missing pages, returned in good condition (NOT MARKED IN OR WRITTEN IN) within 30 days of the award of contract. No refunds will be made for sets returned later than 30 days of the award of contract.

All bids must be sent or delivered to Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, NY 14755. Attention: Dawn Smith.

All bids must be accompanied by a NON-COLLUSIVE BIDDING CERTIFICATE and Bid Bond in the amount of 5% of bid total. All substitutions are to be submitted at time of bid as per the contract documents. No substitutions will be considered after the bid date. Any bid submitted without such certification and bid bond will not be accepted. Any bid not meeting ALL specifications will not be considered. Cattaraugus County reserves the right to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

John Searles
County Administrator
County Center - 303 Court Street
Little Valley, New York 14755

**ISCHUA 5, PLUNGE POOL REHABILITATION - REBID
TOWN OF LYNDON, STATE ID 025-2980
GENERAL NOTES AND CONDITIONS**

- 1) Quantities are estimates only. Actual field quantities will be paid.
- 2) Project scope could be adjusted depending upon field conditions.
- 3) Project is contingent upon ACOE and DEC permit requirements and approval for land rights on area outside the highway right-of-way.

**BID FORMS OMITTED FROM
SPECIFICATION BOOKS**

TO OBTAIN BID FORMS PLEASE CONTACT

DAWN SMITH AT 716-938-9121 EXT. 2465

OR SEND EMAIL REQUEST TO:

dasmith@cattco.org

BID BOND

Sec. 38 – Highway law

KNOW ALL MEN BY THESE PRESENTS, That

(Name of Contractor)

.....

(Address)

(hereinafter called the "Principal") and the
a corporation created and existing under the laws of the State of, having its principal
office in the City of (hereinafter called the "Surety"), are held and firmly bound unto
Cattaraugus County (hereinafter called the "County") in the full just sum of Five Percent (5%) of Attached Bid,
good and lawful money of the United States of America, for the payment of which said sum of money, well and
truly to be made and done, the said Principal binds themselves (himself/herself, itself), their (his/hers, its) heirs,
executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns
jointly and severally, firmly by these presents:

Signed, sealed and dated this 20..... A.D.

WHEREAS, the said Principal has submitted to the Cattaraugus County Commissioner of Public Works, a
bid for

(Description of Project)

.....

AND

WHEREAS, under the terms of the Laws of the State of New York as above indicated, the said Principal has
filed or intends to file this bond to guarantee that the Principal will execute all required contract proposal documents
and furnish such faithful performance or other bonds as may be required by law in accordance with the terms of the
Principal's said proposal.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the said Principal shall promptly
execute and submit, and the Commissioner of Public Works shall accept, all required contract proposal documents
including such faithful performance bond or other bonds as may be required by law in accordance with the terms of
the Principal's said proposal, then this obligation shall be null and void, otherwise to remain in full force and virtue.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and seal and the said Surety
has caused this instrument to be signed by its.....President and its
.....Secretary, and its corporate seal to be hereunto affixed, the day and year first above
written.

Signed, sealed and delivered in the presence of:

(Corporate seal of (L.S.)

Principal if a (L.S.)

corporation)

..... (L.S.)

..... (L.S.)

Principal

(Corporate seal of Company

Surety Co.)

.....

of

.....

By

.....

(Title of Officer)

Attest

(Title of Officer)

(Acknowledgment by principal, unless it is a corporation)

STATE OF NEW YORK

SS:

COUNTY OF

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

.....
Notary Public County

(Acknowledgment by principal, if a corporation)

STATE OF NEW YORK

SS:

COUNTY OF

On this Day of 20....., before me personally came to me known who being by me duly sworn, did depose and say that he/she resides in; that he/she is the of the; the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

.....
Notary Public County

(Acknowledgment by Surety Company)

STATE OF NEW YORK

SS:

COUNTY OF

On this day of 20....., before me personally came to me known, who being by me duly sworn, did depose and say that he/she resides in; that he/she is the of the; the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name there to by like order.

.....
Notary Public County

BIDDER INFORMATION SHEET

NAME OF BIDDER: * _____

ADDRESS: _____

PHONE NUMBER: _____

TYPE OF ENTITY: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

IF A NON-PUBLICLY OWNED CORPORATION:

NAME OF CORPORATION: _____

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

LIST OF OFFICERS: _____

LIST OF DIRECTORS: _____

DATE OF ORGANIZATION: _____

IF A PARTNERSHIP:

PARTNERS: _____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

- IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK GENERAL BUSINESS LAW MUST BE ATTACHED.

NON-COLLUSIVE BIDDING CERTIFICATION

REQUIRED BY SECTION 103-D OF GEN. MUNICIPAL LAW

Section 103-d, GML, "Statement of non-collusion in bids and proposals to political subdivision of the state."

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

"(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
- (b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2.* Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, 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 the certificate as to non-collusion as the act and deed of the corporation.

* So in original, No subd. 1 has been designated.

NON-COLLUSIVE BIDDING CERTIFICATION

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

- 1. Perform all work listed in accordance with the Contract Documents at the lump sum price.
- 2. All the terms and conditions of the non-collusive bidding certifications required by Section 103-d of the General Municipal Law;
- 3. Certification of Specialty Items category selected, if contained in this proposal;
- 4. Certification of any other clauses required by this proposal and contained herein.

(Legal Name of Person, Corporation, or Firm Which
is Submitting Bid or Proposal)

Date: _____

BY: _____
(Signature of Person Representing Above)

AS: _____
(Official Title of Signator in Above Firm)

(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at _____, and that he/she is the _____ of the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK)

COUNTY OF) SS:
)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____, consisting of himself/herself and _____, and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____ for the uses and purposes mentioned herein.

Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK)

COUNTY OF) SS:
)

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

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: _____
Street or P.O. Box No.

City

State _____ Zip _____

Federal Identification No.: _____
Name of Contact Person: _____
Phone # of Contact Person: _____

If Bidder is a Corporation:

President's Name & Address:

Secretary's Name & Address:

Treasurer's Name & Address:

If Bidder is a Partnership:

Partner's Name & Address:

Partner's Name & Address:

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

**REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES, MISCONDUCT, OR
OTHER PROHIBITED CONTRACT ACTIVITIES**

NEW YORK STATE INSPECTOR GENERAL HOTLINE. Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 9:00 A.M. and 5:00 P.M., Monday thru Friday. The address of the Office of the State Inspector General is the State Capitol, Executive Chamber, Albany, New York 12224.

REFERENCE SHEET

All bidders are required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size, scope, and character of work to this Bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the Bid and/or Contract. Completion of the Reference Form is required.

BIDDER'S NAME: _____

DATE FILED: _____

REFERENCE'S NAME: _____

ADDRESS: _____

TELEPHONE: _____ CONTACT PERSON: _____

REFERENCE'S NAME: _____

ADDRESS: _____

TELEPHONE: _____ CONTACT PERSON: _____

REFERENCE'S NAME: _____

ADDRESS: _____

TELEPHONE: _____ CONTACT PERSON: _____

LEGAL STATUS INFORMATION

To facilitate correct drawing and execution of contract, proposer shall supply full information concerning legal status:

FIRM NAME:

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Telephone _____ Fax _____ E-mail _____

LOCAL OFFICE:

Street _____

City, State, Zip _____

Telephone _____ Fax _____ E-mail _____

CONTRACT TO BE SENT TO: Principal Office: _____ Local Office: _____

CHECK ONE: Corporation _____ Partnership _____ Individual _____

(Incorporated under the Laws of the State of _____)

(If foreign corporation, state if authorized to do business in the State of New York:
Yes _____ No _____ Not Applicable _____)

TRADE NAME: _____

NAMES AND ADDRESSES OF PARTNERS:

NAME, TITLE, AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF PROPOSER:

Name: _____

Title: _____

Address: _____

PLEASE TYPE OR PRINT

**BID FOR PERFORMANCE OF CONTRACT WITH CATTARAUGUS COUNTY LEGISLATURE
LITTLE VALLEY, NEW YORK**

TO: Cattaraugus County Legislature, Little Valley, New York, herein after called the County.

The undersigned, desiring to interpose a bid to provide services for *Bid No. 41 – Ischua 5, Plunge Pool Rehabilitation - REBID, Town of Lyndon, State ID: 025-2980*, does hereby accept all terms, conditions, and agreements contained and set forth in the Notice to Bidders, Instructions to Bidders, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Bid for Performance of Contract with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

The undersigned declares that he/she has examined all of the attached documents, and hereby proposes and agrees that, if this bid is accepted, he/she will contract with the County, such contract incorporating the provisions of the documents attached hereto, to furnish all the materials and services and do all the work specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take in full payment therefore the bid prices set forth on the preceding specification sheets.

If this proposal is accepted by the County and the undersigned fails to contract as aforesaid, within ten days (not including Sunday) from the date of notice from the County to him/her, then the County may at its option, determine that the bidder has abandoned his/her right to enter into the contract and thereupon the bid and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows: (Individuals or partnership bids only)

INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

The undersigned certifies, under penalty of perjury, that he/she is fully authorized to sign this bid.

Name and Address of Bidder:

Authorized Signature and Title:

Signature

Title

Date

LOCAL LAW NUMBER 12- 2012 AMENDED BY LOCAL LAW NUMBER 5- 2015
COUNTY OF CATTARAUGUS, NEW YORK

Pursuant to Section 10 of the Municipal Home Rule Law and Section 103
of the General Municipal Law.

A LOCAL LAW ESTABLISHING UNIFORM GUIDELINES FOR
DETERMINING THE RESPONSIBILITY OF BIDDERS

BE IT ENACTED by the Legislature of the County of Cattaraugus ("the County"), as follows:

Section 1. Legislative Intent. It is the intent of this Local Law to enhance the County's ability to identify the lowest "responsible bidder" on public works construction projects by instituting more comprehensive submission requirements and an evaluation system which is in compliance with New York State General Municipal Law. The County, based upon its experience, has determined that quality workmanship, efficient operation, safety, and timely completion of projects are not necessarily assured by awarding a public works contract solely on the basis of the low price. This Local Law establishing uniformity of guidelines for determining the responsibility of apparent low bidders will assure efficient use of taxpayer dollars, will promote public safety, and is in the public interest.

Section 2. Applicability. This Local Law shall apply to construction projects subject to the competitive bidding requirements of General Municipal Law §103 and advertised for bids on or after the effective date.

Section 3. Public Works. For purposes of this Local Law, the term "public works" shall mean the following: any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, moving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any public building, structure, highway, roadway, street, alley, bridge, sewer, drain, ditch, sewage disposal plant, water work, parking facility, railroad, excavation, or other project, development, real property, or improvement, or to any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project or development, real property or improvement herein described of any material or article of merchandise, which is paid for out of public funds in an amount exceeding the threshold for bidding established by the General Municipal Law. The term also includes any public works leased by the County under a lease containing an option to purchase exceeding the threshold for bidding public works projects established by the General Municipal Law.

Section 4. Cattaraugus County Vendor Responsibility Form and Procedure.

- A. A questionnaire (which shall be titled the "Cattaraugus County Vendor Responsibility Form"), hereinafter "the Form", shall be prepared and, as he/she may deem appropriate, revised by the Cattaraugus County Commissioner of Public Works ("Commissioner").
- B. The Commissioner shall provide the Form to the apparent low bidder on all County public works projects.
- C. The County shall promptly notify the apparent low bidder of its status as such and provide such entity with a copy of the Form either in electronic or paper format. The most current version of the Form shall also be posted on the Cattaraugus County website.
- D. The apparent low bidder shall file the Form in in the Office of the Commissioner not more than five (5) business days after receiving it or, if the form is mailed to the apparent

- low bidder, within ten (10) business days after the date of mailing.
- E. In the event that the apparent low bidder fails to file the fully completed Form in the Commissioner's Office within the required time, its bid will be rejected and any bid bond submitted may, at the County's sole discretion, be forfeited.
 - F. If the apparent low bidder is deemed not responsible, or fails to submit the Form within the required time, then the next lowest bidder will be deemed the apparent low bidder and so on until the lowest bidder is deemed responsible and selected as the lowest responsible bidder.
 - G. Not later than five (5) calendar days prior to a final determination that the apparent low bidder is not responsible, the County will notify the bidder of same, in writing, and by certified mail, return receipt, stating the reasons. Except in the case of the rejection of an apparent low bid solely because the vendor failed to timely submit a completed Form, such notice shall set forth a time, date and place for the apparent low bidder to appear and be heard, not less than five (5) business days after such notice is served.
 - H. Subcontractors proposed to be used on a project must also complete and submit the Form within five (5) days after the preconstruction meeting before the subcontractor is approved by the County. Failure by a subcontractor to submit the Form or unsatisfactory responses to questions may lead to rejection of the bid of the subcontractor at the County's discretion.
 - I. If the bid of the apparent low bidder appears disproportionately low when compared with estimates obtained by or on behalf of the County and/or compared to other bids submitted (10% or greater disparity), the County reserves the right to inquire further of the apparent low bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent low bidder has the capability to perform and complete the contract for the bid amount.
 - J. If a bidder is found to have willfully violated New York Labor Law §220 within the previous five (5) years, that bidder shall automatically be deemed "not responsible" and its bid shall be rejected unless the Commissioner, subject to review by the Public Works Committee of the Cattaraugus County Legislature, determines otherwise. In all other cases, based on all of the information collected pursuant to this local law and any other factor deemed relevant, the Commissioner, or other department heads soliciting public works bids, shall determine if the apparent lowest bidder is in fact "responsible."

Section 5. Additional Requirements.

- A. Contractors and all subcontractors shall classify their workers as employees rather than as independent contractors, unless those workers meet the definition of "independent contractor" as defined by the Internal Revenue Service, and shall treat said employees accordingly for purposes of workers' compensation insurance coverage, unemployment insurance, employment taxes, and social security taxes.
- B. The contractors and all subcontractors shall submit certified payrolls to the Commissioner.

Section 6. Procedure. Cattaraugus County will make its own determinations of responsibility for low bidders. A bidder recognized by the state as a responsible vendor must still satisfy the requirements of this local law by submitting the required Cattaraugus County Vendor Responsibility Form within the required time frame.

Section 7. Incomplete Submissions by Bidders and Subcontractors. It is the sole responsibility of the contractor to comply with all submission requirements to the County. The submission requirements also apply to all subcontractors, except that the contractor shall submit all subcontractor questionnaires to the County of Cattaraugus for approval. Failure to submit the Form may lead to the rejection of the bid of the subcontractor at the County's discretion.

Contractor submissions deemed non-responsive will result in automatic rejection of the bid.

Section 8. Materiality. The requirements of this Local Law are a material part of the bid documents and the contract and the successful bidder shall insert this Local Law in all subcontracts.

Section 9. Severability. If any clause, sentence, paragraph, subdivision, section or part of this Local law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order of Judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved In the controversy in which such judgment or order shall be rendered.

Section 10. Other Local Laws. Any prior Local Law or portion thereof in conflict with this Local Law is hereby repealed.

Section 11. Effective Date. This Local Law shall take effect upon filing in the Office of the Secretary of State, in accordance with Section 27 of the New York State Municipal Home Rule Law.

“Iran Divestment Act of 2012”

“Iranian Energy Sector Divestment”

Pursuant to State Finance Law § 165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law § 103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or good sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury:

The below signed bidder affirms the following as true under penalties of perjury:

- a. “By submission of this bid, the bidder identified herein and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”

Corporate or Company Name

By:

Signature

Title

Sworn to before me this

____ Day of _____, 20____

Notary Public

This AGREEMENT made as of the ____ day of _____ in the year 20__ by and between the County of Cattaraugus, a municipal corporation hereinafter called the "County" and _____ hereinafter called the "Contractor".

WITNESSETH that the County and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The Contractor will perform all Work as shown in the Contract Documents for the completion of the Project generally described as the *Ischua 5, Plunge Pool Rehabilitation - REBID, Town of Lyndon, State ID: 025-2980*, Cattaraugus County, New York.

(a) The Contractor shall furnish all of the materials and do all the Work required for the replacement of the structure and all other incidental work detailed in the contract documents.

Article 2. ENGINEER. The Project has been designed by Cattaraugus County. Cattaraugus County will hire an Engineer to represent the County in connection with implementation of the Project and is hereinafter called the ENGINEER. The County and the ENGINEER will provide all on-site observation services, and County observation personnel will also be referred to as the ENGINEER.

Article 3. CONTRACT TIME. Time of beginning, rate of progress and time of completion are essential conditions of the Contract. The Contractor shall commence work within ten (10) days of the effective date of the Contract, unless written consent is given by the County to begin at a later date. All work shall be completed on or before **July 31, 2019**.

Article 4. CONTRACT PRICE. The County shall pay the Contractor for the performance of the Work in accordance with the Lump Sum Bid indicated in the bid documents.

Article 5. PAYMENTS. The County shall make payments on the account of the Contract as follows:

- (a) Upon request from the Contractor, the Engineer and the County will review and approve statements prepared by the Contractor for the total quantity of work properly completed by the Contractor as of a specified date noted on the statement. No such statement, however, will be reviewed by the Engineer and County within one month after the start of Work under contract, or at intervals of less than one month. The County will pay the Contractor 95% of the amount of each statement, less prior payments, forty-five (45) days after approval of the statement. Neither statement nor payment shall mean that any Work is accepted. The statements should be based on the percent complete of each subtask noted in the Lump Sum schedule.

- (b) The 5% of the value of completed Work withheld from the Contractor will be paid to the Contractor by the County upon: (1) the completion of all Work to the satisfaction of the Engineer and the County; and (2) the Contractor has filed with the County a certification of payment of all labor and materials and certificate of release of liens in connection with this agreement.
- (c) The acceptance by the Contractor of the final payment of amounts withheld from the Engineer's statements shall be and shall operate as a release to the County and the Engineer of all claims and of all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the County and Engineer and others relating to or arising out of this Work.
- (d) The County reserves the right, at any time, to modify or change the Plans or Specifications as deemed necessary and the Agreement shall not be invalidated thereby however;
- (e) If the Contractor considers that he/she is being required to perform extra work for which no Change Order has been issued, then he/she shall serve Written Notice upon the County prior to such extra work is performed. On failure to serve this Notice, all rights of the Contractor to be paid therefore shall be forfeited.

Article 6. CONTRACT DOCUMENTS. The Contract Documents which comprise the Contract between the Owner and the Contractor are attached hereto and made a part hereof and consist of the following:

- (a) The General Provisions and Proposal Booklet titled "**Ischua 5, Plunge Pool Rehabilitation - REBID, Town of Lyndon, State ID 025-2980**"
- (b) Drawings and Plans
- (c) Any Modifications, including Addenda, duly delivered before the execution of this Agreement, and Change Orders incorporated after the Agreement is signed.
- (d) Bonds and Insurance instruments.

Article 7. MISCELLANEOUS.

- (a) Terms used in this Agreement shall have the same meanings which are defined in this bid package.
- (b) The Contractor shall furnish a faithful performance surety bond on a form approved by the County in an amount equal to 100 percent of the Contract Price, and shall have as a surety thereon a surety company or companies authorized to do business in New York State. He/She likewise will furnish a Labor and Material Bond to guarantee the payment of all labor and materials supplied in connection with this Agreement.
- (c) Neither the County nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and,

- (d) Specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the County.
- (e) The County and the Contractor each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants, agreements and obligations contained in the Contract Documents.
- (f) The Contract Documents constitute the entire agreement between the County and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

Article 8. CONTRACTOR REPRESENTATIONS. The Contractor is experienced in the use and interpretation of plans and specifications such as those included in these Contract Documents. He/She has carefully reviewed these and all of the Contract Documents and has found them free of ambiguity and sufficient for bid purposes. He/She has based his/her bid solely on these documents not relying on any explanation or interpretation, oral or written, from any other source.

Article 9. CONTRACT PROVISIONS. The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the County of Cattaraugus, whether a contractor, licensor, licensee, lessor, lessee or any other party). In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Article, the terms of this Article shall control.

(a) Non-Assignment Clause

In accordance with Section 109 of the General Municipal Law, this contract may not be assigned by the Contractor, or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the County and any attempts to assign the contract without the County's written consent are null and void.

(b) Workers' Compensation Benefits

In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

(c) Non-Discrimination Requirements

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of

New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all monies due hereunder for a second or subsequent violation.

(d) Wage and Hours Provisions

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

(e) Non-Collusive Bidding Requirement

In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

(f) Set-Off Rights

The County shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any monies due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract.

(g) Record-Keeping Requirement

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The County Treasurer or County Administrator or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material

during the contract term, extensions thereof and said such (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

(h) Governing Law

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

(i) No Arbitration and Service of Process

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

(j) Approval by County Legislature

This contract is subject to, and conditioned upon, approval by the Cattaraugus County Legislature.

(k) Postponement, Suspension, Abandonment or Termination of Contract

The County shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

(l) Indemnification

The Contractor shall defend, indemnify, and save harmless against Cattaraugus County, its officers, employees, and the Engineer from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations or workmanship of such Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims on amounts arising or recovered under the Workers' Compensation Law, or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of his Contract as shall be considered necessary by the County for such purpose, may be retained for the use of the County;

or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he/she is adequately protected by public liability and property damage insurance.

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the County or the Engineer or any of its representatives, and the Contractor agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of work as provided herein. This indemnification shall include all costs and disbursements incurred by the County and the Engineer in defending any suit, including attorney's fees.

(m) Conflict of Interest

- (1) The Contractor warrants that to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.
- (2) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.
- (3) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the County, to avoid, mitigate, or minimize the actual or potential conflict.
- (4) The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, then the County may terminate the contract, or pursue such other remedies as may be permitted by law or this contract. The terms of Clause (k) of this Section or other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.
- (5) The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

(n) Requests for Payment

All requests for payment by the Contractor must be submitted on forms supplied and approved by the County. Each payment request must contain such items of information and supporting documentation as required by the County, and shall be all inclusive for the period of time covered by the payment request.

(o) Performance of Work Required

The Contractor agrees that during the performance of the work required pursuant to this Agreement, the Contractor and all officers, employees, agents or representatives working under the Contractor's direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law required to be inserted in this Agreement shall be deemed so inserted, and the Agreement shall be read and enforced as if such provisions were so inserted.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

(p) Independent Contractor Status

It is understood that the Contractor is an independent Contractor and shall not be considered an agent of the County nor shall any of the Contractor's employees or agents be considered sub-agents for the County. The final contract will be between the County and the Contractor and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. The Contractor understands and agrees that all persons performing work pursuant to the final contract are for purposes of workers' compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor hereunder. The employees and agents of each party shall while on the premises of the other party, comply with all rules and regulations of the premises including, but not limited to security requirements. The Contractor agrees to comply with the non-discrimination employment policies as required by applicable state and federal laws and regulations regarding employment discrimination. The Contractor assures the County that in accordance with applicable law it does not, and agrees that it will not, discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, or handicap.

(q) No-Waiver

In the event that the terms and conditions of the Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

(r) Severability

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

(s) Liquidated Damages

The contractor shall be assessed a penalty of \$300 per day and any additional inspection and engineering costs for work not complete within the specified time frame.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

Attest

By:

County

Attest

By:

Contractor

ACKNOWLEDGMENT OF COUNTY

STATE OF NEW YORK)SS:
COUNTY OF CATTARAUGUS)

On this ___ day of _____ 20 ____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT OF CONTRACTOR (OUTSIDE NEW YORK STATE)

STATE OF _____)SS:
COUNTY OF _____)

On this _____ day of _____ 20 ____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City/Town of _____ in State of _____.

(SEAL) _____
Notary Public

ACKNOWLEDGMENT OF CONTRACTOR (WITHIN NEW YORK STATE)

STATE OF NEW YORK)SS:
COUNTY OF _____)

On this ____ day of _____ 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(SEAL)
Notary Public

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PART 1 BIDDING REQUIREMENTS AND CONDITIONS

1.1 NOTICE TO BIDDERS (ADVERTISEMENT)

Sealed bids for the Ischua 5, Plunge Pool Rehabilitation – REBID, Town of Lyndon, State ID: 025-2980, will be received under the direction of the County Administrator at the Cattaraugus County Department of Public Works Facility, 8810 Route 242, Little Valley, New York until **Friday, April 5, 2019** after which they will be publicly opened at **2:00 p.m.** (at the same location), under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time received, will be stamped by a clock showing date and time of receipt.

Copies of the Contract Plans and Documents may be examined at no expense at the following location:

Cattaraugus County Department of Public Works
8810 Route 242
Little Valley, New York 14755
(716) 938-9121

Copies of the Contract Plans and Documents may be purchased only at the Cattaraugus County Department of Public Works. The purchase price for each set of Contract Plans and Documents is fifty dollars (\$50.00). All checks for purchase of Contract Plans and Documents shall be made payable to "Cattaraugus County Treasurer". The full deposit, according to General Municipal Law, Less any postage costs, will be refunded for complete sets with no missing pages, returned in good condition (NOT MARKED OR WRITTEN IN) within 30 days of the award of contract. No refunds will be made for sets returned later than 30 days of the award of contract.

Questions regarding the contract documents for this project may be directed to Mark C. Burr, PE, Director of Engineering, Cattaraugus County Department of Public Works at (716) 938-2431.

All bids must be written in ink on the forms provided. The bid must be accompanied by a certified check, cashier's check, or bid bond made payable to "Cattaraugus County Treasurer", in the amount of 5% of the bid, as a guarantee that if the Contract is awarded to the bidder, he/she will sign the Contract and furnish a satisfactory performance bond. If a bidder should fail to sign the Contract and deliver the performance bond within ten (10) calendar days after he/she has received the Contract, then he/she shall forfeit the proposal guaranty.

In compliance with the provisions of Section 115 (Prevailing Rate of Wage), Public Law 627, the minimum wages paid laborers and mechanics are included in wage schedules that are set out in the bid proposal.

Cattaraugus County Local Law 12-2012 as amended by Local Law 5-2015 requires that the County provide a copy of the Cattaraugus County Vendor Responsibility Form to the low bidder. The low bidder will have 5 business days to return the completed form unless the form was mailed by the county to the vendor, in which case they will have 10 business days from the date of the mailing to return the form. Failure by the low bidder to submit the form within the above time frame will lead to the automatic rejection of their bid. The contractor must also ensure that all subcontractors to be used on the project complete this form and submit it to the County for approval within 5 days of the preconstruction construction meeting. Failure to do so may lead to the rejection of the subcontractor at the County's discretion.

Currently the Commissioner of Public Works has approved the CCA-2 (New York State Vendor Responsibility Questionnaire for-Profit Construction) with attachments A, B and C to serve as the Cattaraugus County Vendor Responsibility Form.

The County of Cattaraugus reserves the right to reject any or all bids, to waive any informality in any bids, and to award the Contract in the County's best interest. The County reserves the right to make the award within forty-five (45) calendar days after the date of the bid opening during which period bids shall not be withdrawn.

1.2 PREQUALIFICATION OF BIDDERS

The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

1.3 PROPOSAL GUARANTY

Proposals shall be accompanied by a proposal guaranty in the form of a certified check, cashier's check, or bid bond in the amount of five percent (5%) of the total amount bid. It shall be made payable to "Treasurer, Cattaraugus County".

1.4 DELIVERY OF PROPOSALS

Each proposal must be submitted in a sealed envelope clearly marked to indicate its contents. Sealed proposals must be delivered to the Cattaraugus County Commissioner of Public Works at or before the date, time and location specified herein. No responsibility shall be attached to the Commissioner of Public Works or his representatives for the premature opening of any proposal not properly labeled. Bidders assume all responsibilities and risks associated with mail or courier delivery. When sent by mail, the sealed proposal must be addressed to the County at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the "Notice to Bidders". Proposals received after the time for opening of bids will be returned to the bidder unopened.

1.5 NOTICE OF SPECIAL CONDITIONS

The contractor's attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- A. Insurance requirements - Item 6.4
- B. Prevailing wage rates required by N.Y.S. Labor Law -- Section E
- C. New York State DEC Permits

1.6 DISQUALIFICATION OF BIDDERS

Any one or more of the following may be considered as sufficient cause for the disqualification of a bidder and the rejection of his/her proposal.

- (a) More than one proposal for the same work from an individual, firm or corporation under the same or different names.
- (b) Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work with the County until any such participant shall have been reinstated as a qualified bidder.
- (c) Lack of competency and adequate machinery, plant and other equipment, as revealed by the financial statements and experience questionnaire.
- (d) Unsatisfactory performance record as shown by past work for any owner judged from the standpoint of workmanship and progress.
- (e) Uncompleted work which, in the judgment of the County, might hinder or prevent the prompt completion of this work if awarded.
- (f) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force at the time of letting.
- (g) Violation of New York Labor Law §220 within the previous five (5) years.
- (h) Failure to comply with any qualification regulations of the County.

PART 2 AWARD AND EXECUTION OF CONTRACT

2.1 CONSIDERATION OF PROPOSALS

In accordance with General Municipal Law, after the proposals are opened and read, they will be compared on the basis the current gross summary in a manner hereafter described for which the work will be performed according to the plans and specifications together with the unit price for each of the separate items as called for. The lowest bid shall be determined by the County on the basis of the gross lump sum for which the entire work will be performed, arrived at by a correct computation of all items specified in the proposal therefore at the unit prices stated in the proposal (if any). If a conflict arises within the bid proposal, then the words will be used for the final tabulation.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgment of the Commissioner the best interests of the County will be promoted thereby.

2.2 CANCELLATION OF AWARD

The County reserves the right to cancel the award of any Contract at any time before the execution of the Contract by all parties without any liability against the County.

2.3 RETURN OF PROPOSAL GUARANTY

All proposal guaranties, except those of the three lowest bidders, will be returned immediately following the opening and checking of the proposals. That of the successful bidder will be returned after a satisfactory bond has been furnished and the Contract has been executed. The remaining two guaranties will be returned within ten (10) calendar days following the award of the Contract.

2.4 BONDS

The successful bidder shall at the time of the execution of the Contract, furnish a performance bond and a payment bond each in an amount equal to the full amount of the Contract. The purpose of such bonds is to assure the faithful performance of this Contract as well as the payment of all persons performing labor and furnishing materials in connection with this Contract. The form of the bonds and the security shall be acceptable to the County.

Negotiable securities, satisfactory to the County, in an amount equal to that specified for the Contract bond, may be deposited with the County in lieu of such Contract bond and shall be subject to all the conditions of such bond and to such agreements as may be required by the County.

2.5 FAILURE TO EXECUTE CONTRACT

Failure of the Contractor to execute the Agreement and file acceptable performance and payment bonds within ten (10) calendar days from the date of the *Notice of Award* (see form on Page D-18) after he/she has received the Contract form shall be just cause for the annulment of the award, and for the forfeiture of the proposal guaranty. The proposal guaranty shall become the property of the County, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under a new Contract or otherwise as the County may decide.

PART 3 SCOPE OF WORK

3.1 RESPONSIBILITY OF THE CONTRACTOR

The Contractor will be held responsible for the execution of a satisfactory and complete piece of work, in accordance with the true intent of the drawings and specifications. He/She shall provide, without extra charge, all incidental items required as a part of his work including layout and survey, even though not particularly specified or indicated. If he/she has good reason for objecting to the use of any material, appliance, or method of construction as shown or specified, then he/she shall report such objections to the Engineer, and if approved by the Engineer, shall obtain proper adjustment before the Contract is made, and then shall proceed with the work with the understanding that a satisfactory job will be required. The Contractor is solely responsible for site safety and adherence to OSHA regulations.

General scope of work includes the following:

- ❖ Mobilization / Demobilization
- ❖ Dewatering / Diversion
- ❖ Site Preparation/Bank Shaping
- ❖ Rock riprap Installation
- ❖ Site Restoration / Seed & Mulch

PART 4 CONTROL OF WORK

4.1 AUTHORITY OF ENGINEER

The Commissioner of Public Works will be represented by the Engineer who will observe the work done under the Contract on a part time basis throughout construction.

The Engineer shall inspect work performed, review materials to be used, and stop and reject work and materials found to be not in accordance with the plans and specifications. His/Her authority shall cover all phases of the work. In the event that questions should arise concerning the interpretation or changes of plans and specifications or to the acceptability of the work, the Contractor shall submit his/her questions, in writing, to the Engineer. These questions shall be forwarded to the Commissioner of Public Works along with the Engineer's recommendations.

The Engineer may place on the job other personnel who shall observe the work as his/her direct representatives. Their authority shall consist of observing the work under the Contract, rejecting any defective material used and temporarily suspending any work improperly performed. They will not have any authority to make changes or alterations in the plans and specifications, nor be permitted to act as foremen for the Contractor.

Any work done or materials used without scheduling suitable observation by the Engineer or his/her authorized representative as noted may be ordered removed and replaced at the Contractor's expense.

4.2 SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE OF WORK

When in the opinion of the Engineer the Contractor has substantially completed the project or a specified area of a project so that the County can occupy or utilize the project for the use it was intended, the Engineer shall recommend to the Commissioner of Public Works to issue a Certificate of Substantial Completion (See form on page D-20).

When in the opinion of the Engineer the Contractor has fully performed the work under the Contract, the Engineer shall recommend to the Commissioner of Public Works the acceptance of the work so completed. If the Commissioner of Public Works accepts the recommendation of the Engineer, then he/she shall notify the Contractor by letter of such acceptance, and copies of such acceptance shall be sent to other interested parties.

4.3 GENERAL GUARANTY:

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the County shall constitute acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of two (2) years from the date of substantial completion. The County will give notice of observed defects with reasonable promptness.

4.4 CONTRACTOR'S PERSONNEL

The Contractor shall place in charge of the work a competent person with the ability to communicate effectively in English, who shall have the authority to act for the Contractor and who shall be acceptable to the Engineer. This Superintendent must be present at all times during the working day to receive directions and orders given by the Engineer or his/her representatives. All workers must have sufficient skill and experience to properly perform the work assigned to them. Any person employed by the Contractor who the Engineer may deem incompetent or unfit to perform the work shall at once be discharged and shall not again be employed on projects for the County at that specific task.

4.5 COOPERATION WITH UTILITIES

It shall be the Contractor's duty to notify all utility companies or other parties affected within a time frame as not to affect the schedule prior to all necessary adjustment of the public or private utility fixtures and other appurtenances within or adjacent to the limits of construction. The Contractor shall notify the Engineer in writing describing the need for, and extent of, utility adjustments and the anticipated schedule.

It is understood and agreed upon that the Contractor has considered in his/her bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained by him due to any interference from the utility appurtenances or the operation of moving them by the utility owners. The Contractor will be responsible for any fees required by the utility owners for temporary locations.

PART 5 CONTROL OF MATERIALS

5.1 CERTIFICATE OF ACCEPTABILITY

All certificates of acceptability of materials required by the specifications shall be supplied by the Contractor at no expense to the County. The Engineer shall have the right to approve of the laboratories or fabricators that will issue the certificates.

The cost of the inspection by the Engineer of any pre-casting plants not approved by the County shall be borne by the Contractor. This shall include, but not be limited to any plant employed to provide mobile concrete and steel reinforcement.

PART 6 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

6.1 SUBCONTRACTORS, MATERIALMEN AND LABORERS

The Contractor shall furnish the Engineer, before final payment is authorized; an affidavit that all labor and material associated with the work in any way is paid for in full. The Contractor shall indemnify and hold the County and the Engineer harmless from any lien or claim which may be made or filed after such payment by any subcontractor, material man or laborer in connection with work performed hereunder.

6.2 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and save harmless Cattaraugus County, its officers, employees and the Engineer, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations or workmanship of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims on amounts arising or recovered under the Workers' Compensation Law, or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of his/her Contract as shall be considered necessary by the County for such purpose, may be retained for the use of the County; or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he/she is adequately protected by public liability and property damage insurance.

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the County or the Engineer, or any of its representatives, and the Contractor agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of work as provided herein.

6.3 NO WAIVER OF LEGAL RIGHTS

The County shall not be precluded or stopped by a measurement, estimate or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, from recovering from the Contractor or his/her sureties, or both, such damage as it may sustain by reason of his/her failure to comply with the terms of the Contract. Neither the acceptance by the County, or any representative of the County, nor any extension of time, nor any possession taken by the County shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

6.4 INSURANCE

The Contractor shall procure and maintain at its own expense and without expense to the County, until final acceptance by the County, of the work covered by the contract, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do such business in the County covering all operations under the contract whether performed by it or its subcontractors. Within ten (10) days of the Notice to Award and prior to the commencement of any work the Contractor shall furnish to the Cattaraugus County Human Resources a certificate or certificates of insurance in form satisfactory to the Cattaraugus County Human Resources Personnel Officer showing that it has complied with this Section, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Cattaraugus County Human Resources Department. Failure to supply a satisfactory certificate with ten (10) days after the Notice of Award may result in the cancellation of award and for the forfeiture of the Contractor's bid security, at the sole discretion of the County. The types of insurance are as follows:

- A. **Workers' Compensation Insurance.** A policy covering the obligations of the Contractor in accordance with the provisions of the Workers' Compensation Law, covering all operations under the contract, whether performed by it or its subcontractor and also under the Disability Benefits Law. The contract, shall be void and of no effect unless the person or corporation making or executing same shall secure compensation and disability benefits coverage for the benefit of, and keep insured during the life of the contract, such employees in compliance with the provisions of the Workers' Compensation Law.
- B. **Liability and Property Damage Insurance.** Policies following the 1986 Insurance Services Office formats shall be provided. Unless otherwise specifically required by special provision, each policy shall not be amended or contain deductible clauses or coverage exclusions of any nature and shall have limits not less than shown on the sample Certificate of Liability Insurance (Column A – Construction & Maintenance) on Page D-14.

For all damages arising during the policy period, shall be furnished in the types (a1.) through (e.) as described below. An umbrella type policy, dedicated to this contract, may be used to meet these limits.

- a1. Contractor's Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the agreement;
- a2. Contractor's Liability Insurance issued to and covering the liability for damages imposed by law upon EACH SUBCONTRACTOR with respect to all work performed by said subcontractor under the agreement;
- b. Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under the agreement performed for the Contractor by subcontractors;
- c. Completed Operations' Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor and each subcontractor arising between the date of final cessation of the work and the date of final acceptance thereof, out of that part of the work performed by each;

- d. Protective Liability Insurance issued to and covering the liability for damages imposed by law upon Cattaraugus County and the Commissioner of Public Works and all employees of the County both officially and personally, any municipality in which the work is being performed, and/or any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees,, with respect to all operations under the agreement by the Contractor or its subcontractors, including omissions and supervisory acts of the State, municipality, public benefit corporation or consultant. Specifically, this includes, but is not necessarily limited to the parties listed below.

Failure to list a firm, organization or municipality, etc. does not eliminate the requirement to provide such coverage.

If the Contractor elects to use the same policy for more than one project, then it must provide with the insurance certificate the Aggregate Limits of Insurance (per project) Endorsement indicating the specific project site and contract number;

- e. Commercial General Liability (Premises, Existence, Hazard) Liability Insurance (formerly called Owner's, Landlord's and Tenant's Liability Insurance) issued to and covering the liability for damages imposed by law upon Cattaraugus County and the Commissioner of Public Works and all employees of the County both officially and personally, any municipality in which the work is being performed, and/or any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees, with respect to temporarily opening any portion of the County construction project under this agreement, until the construction or reconstruction pursuant to the agreement has been accepted by the County. Specifically, this includes, but is not necessarily limited to the parties listed on page D-14 (Column A – Construction & Maintenance).

Failure to list a firm, organization or municipality, etc. does not eliminate the requirement to provide such coverage. This coverage will not be required for contracts involving only turf establishment, landscaping, or traffic signals, which do not involve work on the roadway.

- C. Automobile Liability and Property Damage Insurance. A policy covering the use in connection with the work covered by the Contract Documents of all owned, non-owned and hired vehicles bearing, or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates.”

List of Additional Insured Parties

County of Cattaraugus, 303 Court Street, Little Valley, NY 14755

6.5 LITIGATION

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS

The insurance companies providing these coverages acknowledge that the Named Insured is entering into a contract with the County of Cattaraugus in which the Named Insured agrees to defend, hold harmless, and indemnify the County, its officials, employees, and agents against all claims resulting from work performed, material handled, and services rendered. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverage and limits should be evidenced on the certificate in lieu of the standards printed below.

| Minimum Coverage Limits are as Follows: | | | | | | | |
|---|--------------------------------------|-------------------------------------|--------------------------------------|--|--------------------------------------|---|-------------------------------------|
| | A | Aa | C | D | F | G | Ga |
| | Construction & Maintenance | Low Risk Construction & Maintenance | Professional | Property Leased to Others or Use of Facilities | Livery | All Purpose Public Entity, Concessionaire | Low Risk All Purpose Public Entity |
| ** COMMERCIAL GENERAL LIABILITY | \$2,000,000 Agg. \$1,000,000 Occ. | \$1,000,000 Agg. \$ 500,000 Occ. | \$2,000,000 Agg. \$1,000,000 Occ. | \$2,000,000 Agg. \$1,000,000 Occ. | \$2,000,000 Agg. \$1,000,000 Occ. | \$2,000,000 Agg. \$1,000,000 Occ. | \$1,000,000 Agg. \$ 500,000 Occ. |
| Prem. - Ops. | Include | Include | Include | Include | Include | Include | Include |
| Prods. - Compl. Ops. | Include | Include | Include | Include | Include | Include | Include |
| Indep. Contractor | Include | Include | Include | Include | Include | Include | Include |
| Contractual | Include | Include | Include | Include | Include | Include | Include |
| BF Property Damage | Include | Include | | Include | | | |
| X,C,U | Include | Include | | | | | |
| Personal Injury | Include | Include | Include | Include | Include | Include | Include |
| Liquor Law | | | | Include | | | |
| Host Liquor | | | | Include | | | |
| ** AUTO LIABILITY | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL |
| Owned | Include | Include | Include | Include | Include | Include | Include |
| Hired | Include | Include | Include | Include | Include | Include | Include |
| Non-Owned | Include | Include | Include | Include | Include | Include | Include |
| ** EXCESS LIABILITY | \$3,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$3,000,000 | \$1,000,000 | |
| WORKERS' COMP. DISABILITY | Per attached information sheet | Per attached information sheet | Per attached information sheet | Per attached information sheet | Per attached information sheet | Per attached information sheet | Per attached information sheet |
| EMPLOYER'S LIABILITY | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited |
| *** PROFESSIONAL LIAB. | | | \$3,000,000 Agg. \$1,000,000 Occ. | | | | |

* The Comprehensive/Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella Liability policy.

The COI must indicate if the coverage trigger in an 'Occurrence' form or a 'Claims-made' form.

All 'Claims-made' policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

** Cattaraugus County MUST be named as Additional Insured for all acts of Named Insured pursuant to this contract.

*** Professional Liability policies are not required to have the County as Additional Insured

Each policy, as allowed by law, shall be endorsed stating that the contractor's insurers agree to waive any rights of subrogation against the County of Cattaraugus because of payments for any injury or damages arising out of work performed under this contract.

PART 7 PROSECUTION AND PROGRESS

7.1 NOTICE TO PROCEED

The "Notice to Proceed" (see form on page D-19) will stipulate the date on which it is expected the Contractor will begin the work. Commencement of work by the Contractor shall be deemed and taken as a waiver of this notice on his part. In no case, however, shall the Contractor begin work prior to the date of the signing of the Contract.

7.2 PROSECUTION OF WORK

The Contractor shall start construction operations on the part of the project approved by the Engineer, or set forth in the approved Progress Schedule. The work shall be conducted in such manner and with sufficient materials, equipment, and labor as are considered necessary to insure its completion in accordance with the plans and specifications as interpreted by the Engineer, by the date set forth in the Agreement. Should the prosecution of the work for any reason be discontinued, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

7.3 TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part by written order for such period as he/she may deem necessary due to unsuitable weather, to conditions considered unfavorable for the suitable prosecution of the work, or to carry out orders given or to perform any provisions of the Contract.

7.4 DATE OF COMPLETION OF CONTRACT WORK

The Contractor shall perform fully, entirely, and in a satisfactory and acceptable manner the work contracted, by the date stipulated in the Agreement.

In adjusting the Agreement date for the completion of the project, all strikes, lock-outs, unusual delays in transportation, or any condition over which the Contractor has no control, and also any suspensions ordered by the Engineer for causes not the fault of the Contractor, shall be excluded from the computation of the contract time for completion of the work. No allowance will be made for delays or suspensions of the prosecution of the work due to the fault of the Contractor.

7.5 TERMINATION OF CONTRACT

If the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors or a receiver is appointed for the Contractor or any insolvency arrangement proceedings are instituted by or against him, or if the Contractor fails after seven (7) days' notice to supply enough properly skilled workers or proper materials or fails to prosecute the work with such diligence as will insure its completion by the Agreement date or shall in any other respect commit a breach of his/her Agreement and fail to remedy the same within seven (7) days after notice thereof, then the County may, by twenty-four (24) hours written notice, terminate the Contractor's right to proceed with the balance of the work or with any portion thereof and may take possession of the work and complete it by Contract or otherwise. The County may utilize such materials, plant and equipment as may be on the site of the work.

7.6 FAILURE TO COMPLETE WORK ON TIME

When the work embraced in the Contract is not completed on or before the date specified therein, engineering and inspection expenses incurred by the County upon the work from the completion date originally fixed in the Agreement to the final date of completion of the work may be charged to the Contractor and be deducted by the County from any payment due the Contractor. Consideration of any extra work or supplemental Contract work added to the original Contract as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the County before assessing engineering and inspection charges against the Contractor. The Contractor will be responsible for any delays resulting from causes within the Contractor's control, including inefficient operations, and the Commissioner of Public Works shall be the sole judge of whether such charges shall be assessed against the Contractor.

7.7 ASSIGNMENT

Assignment of the contract shall be in accordance with Section 109 of the General Municipal Law as follows:

§109. Assignment of public contracts

1. A clause shall be inserted in all specifications or contracts hereafter made or awarded by any officer, board or agency of a political subdivision, or of any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his/her right, title, or interest therein, or his/her power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
2. If any contractor, to whom any contract is let, granted or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his/her right, title, or interest therein, or his/her power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his/her assignees, transferees or sublessees shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his/her employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his/her creditors made pursuant to the laws of this state.

PART 8 MEASUREMENT, PAYMENT, AND RECORD KEEPING

8.1 PAYMENTS ON CONTRACT

Payments to the Contractor for work satisfactorily completed will be made monthly in the amount of 95% of the work completed. No monthly payment will be rendered for less than 10% of the Contract amount or \$1,000, whichever is less. The payments will be based on the completed percentage of each unit bid as shown in the Itemized schedule.

The attention of persons intending to make proposals is specifically called to the provisions of Section 70 and 71 of the Lien Law in relation to funds being received by a Contractor for a public improvement. These provisions declare that the funds received by the Contractor shall constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

No certificate approving or authorizing the first partial payment, or in the event taxes shall be found due in accordance with this Section after the first payment to the Contractor, then no certificates approving or authorizing any final payment shall be made to a foreign Contractor unless such Contractor furnishes satisfactory proof that all taxes due by such Contractor under the provisions of Articles 9, 9A, 16, and 16A of the Tax Law have been paid. The certificate of the State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes.

The term "Foreign Contractor" as used in the preceding paragraph means in the case of an individual, a person who is a legal resident of another state or foreign country; and in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another State or foreign country and in the case of a corporation, one having its principal place of business in another State or foreign country.

8.2 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Engineer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

The Engineer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, then an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed above for giving written notice may be extended by the Engineer.

NOTICE OF AWARD

TO: _____

PROJECT Description:

Ischua 5, Plunge Pool Rehabilitation - REBID, Town of Lyndon, State ID: 025-2980

The County has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bid No. 41 opened Friday, April 5, 2019.

You are hereby notified that your Bid has been accepted in the amount of \$_____. You are required by the General Provisions to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute such Agreement and to furnish the Bonds within the ten (10) days from the date of this Notice, then the County will be entitled to consider all your rights arising out of Cattaraugus County's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. Cattaraugus County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Cattaraugus County.

Dated this _____ day of _____ in the year 2019

OWNER: Cattaraugus County

BY: _____

TITLE: Commissioner, Department of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

Dated this _____ day of _____ in the year _____

By: _____

Title: _____

NOTICE TO PROCEED

DATE:

PROJECT: Ischua 5, Plunge Pool Rehabilitation - REBID, Town of Lyndon, State ID: 025-2980

TO: _____

You are hereby notified to commence work in accordance with the Agreement dated on or before _____. All work shall be completed on or before July 31, 2019 and final payment shall be submitted within 45 calendar days of completion of work.

You are required to return an acknowledged copy of this Notice of Proceed to Cattaraugus County

CATTARAUGUS COUNTY

Owner

By: _____

Title: _____

ACCEPTANCE OF THIS NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

Dated this _____ day of _____ in the year _____.

By: _____

Title: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE:

PROJECT: Ischua 5, Plunge Pool Rehabilitation - REBID, Town of Lyndon, State ID: 025-2980

TO: _____

The performed under this contract has been inspected by authorized representatives of the County, Contractor and Engineer and the Project was found to be substantially completed in accordance with the contract documents.

DEFINITION OF SUBSTANTIAL COMPLETION

The date of substantial completion of a project or a specified area of a project is the date when the construction is sufficiently completed, in accordance with the contract documents, as modified by any change orders agreed to by the parties, so that the County can occupy or utilize the project or specified area of the project for the use it was intended.

A tentative list of items to be completed or corrected is attached hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the work in accordance with the contract documents

Engineer

By _____
Authorized Representative

Date _____

The Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list with the time indicated.

Contractor

By _____
Authorized Representative

Date _____

The County Accepts the project or specified area of the project as substantially complete and will assume full possession of the project or specified are of the project at _____(time), on _____(date).

Cattaraugus County

By _____
Authorized Representative

Date _____

SECTION E

DEPARTMENT OF LABOR CONTRACT REQUIREMENTS AND PREVAILING WAGE RATE SCHEDULES

Labor classifications not appearing on the following rate sheets can be used only with the consent of the Commissioner of Public Works and then the rate to be paid will be given by the Commissioner of Public Works after advising with the State Department of Labor.

All requests for minimum wage rates for additional occupations shall be directed through the County.

The bidder shall take into account in his/her bid all changes in wage rates and supplements that may be forthcoming during the time the contract is in force.

The Contractor in the execution of the work under the contract in accordance with the provisions of the specifications and the special provisions to the specifications may submit job orders to and may also request the referral of lists of qualified applicants for the work of the NEW YORK STATE EMPLOYMENT SERVICE.

CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

*Kathleen M. Ellis
Commissioner*

*Vacant
Deputy Commissioner*

*Mark C. Burr, P.E.
Director of Engineering*



*Jack Ellis Drive
8810 Route 242
Little Valley, New York 14755
Phone (716) 938-9121
FAX (716) 938-2753*

PROJECT TITLE: Ischua 5, Plunge Pool Rehabilitation – REBID, Town of Lyndon, State ID: 025-2980

AFFIDAVIT OF COMPLIANCE AND RECEIPT OF PREVAILING WAGE SCHEDULE

The Contractor named below certifies receipt of Prevailing Wage Rate Schedule and is in compliance with all labor laws and regulations of the State of New York and the United States of America including the following:

1) **PREVAILING WAGE RATE:**

The contractor agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and rules of the State of New York. The Contractor named below certifies that they have received the Prevailing Wage Rate Schedule **PRC# 2018012438**.

2) **SOCIAL SECURITY TAXES:**

The contractor promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes.

Company

Print Name Title

Signature Date

State of New York)
) ss:
County of _____)

Subscribed and Sworn to before me this _____ day of _____ 20 ____

By _____

Notary Public, _____



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Cattaraugus County DPW
Dawn Smith, Procurement Specialist
8810 Route 242
Little Valley NY 14755

Schedule Year 2018 through 2019
Date Requested 10/16/2018
PRC# 2018012438

Location Town of Lyndon
Project ID# Ischua 5 Plunge
Project Type Plunge Pool Rehabilitation, Rip Rap Repair

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2018 through June 2019. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project. There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30.1).

Wages and Supplements

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

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

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

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. Payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The original payrolls or transcripts must be maintained for a period of at least (5) years, by the Department of Jurisdiction (Contracting Agency), from the project's date of completion. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Cattaraugus County DPW
Dawn Smith, Procurement Specialist
8810 Route 242
Little Valley NY 14755

Schedule Year 2018 through 2019
Date Requested 10/16/2018
PRC# 2018012438

Location Town of Lyndon
Project ID# Ischua 5 Plunge
Project Type Plunge Pool Rehabilitation, Rip Rap Repair

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry Fair Play Act

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

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

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

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

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us .



New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

**ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT**

The law says that you are an employee unless:

- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

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

Employee rights. If you are an employee:

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

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

- **Civil Penalty** First Offense: up to \$2,500 per employee.
 Subsequent Offense(s): up to \$5,000 per employee.
- **Criminal Penalty** First Offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing Public Work for up to one year.
 Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a \$50,000 fine and debarment from performing Public Work for up to 5 years.

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

Employer Name:

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

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

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

| | | | |
|---------------|----------------|--------------|----------------|
| Albany | (518) 457-2744 | Patchogue | (631) 687-4882 |
| Binghamton | (607) 721-8005 | Rochester | (585) 258-4505 |
| Buffalo | (716) 847-7159 | Syracuse | (315) 428-4056 |
| Garden City | (516) 228-3915 | Utica | (315) 793-2314 |
| New York City | (212) 932-2419 | White Plains | (914) 997-9507 |
| Newburgh | (845) 568-5156 | | |

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

Contractor Name: _____

Project Location: _____

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

Effective July 18, 2008

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

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

Where to find OSHA 10-hour Construction Course

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

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

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

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

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

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

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: mailto:japs@buffalo.edu

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingleton@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_osh.cfm

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

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS Reform 2008

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

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

IMPORTANT INFORMATION

**Regarding Use of Form PW30.1
(Previously 30R)**

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

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

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

AND

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30.1 Form.

REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies **ONLY** to Job Classifications and Counties listed on the PW30.1 Form.

Do not write in any additional Classifications or Counties.

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

Instructions for Completing Form PW30.1

(Previously 30R)

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

Before completing Form PW30.1 check to be sure ...

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

Instructions (Type or Print legibly):

Contractor Information:

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

Project Information:

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

Do not write in any additional Classifications or Counties.

Requestor Information:

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

Return Completed Form:

- Mail the completed PW30.1 form to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -OR -
- Fax the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870



Department of Labor

Bureau of Public Work Harriman
State Office Campus
Building 12, Room 130
Albany, New York 12240
Phone: (518) 457-5589 | Fax: (518) 485-1870
www.labor.ny.gov

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

Before completing this form, make sure that:

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

Please **type or print** the requested information and then **mail or fax** to the address above.

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone No: _____ Fax No: _____ Email: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location of Project: _____ County: _____

(If you are Subcontractor)

Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 3-8)*
**** Do not write in any additional Classifications or Counties****

Requestor Information

Name: _____

Title: _____ Date: _____

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under **Entire Counties & Partial Counties**.

- | | | | |
|-----|-----------------------------|-----|---------------------------------|
| 1. | Albany County | 33. | Oneida County |
| 2. | Allegany County | 34. | Onondaga County |
| 3. | Bronx County | 35. | Ontario County |
| 4. | Broome County | 36. | Orange County |
| 5. | Cattaraugus County | 37. | Orleans County |
| 6. | Cayuga County | 38. | Oswego County |
| 7. | Chautauqua County | 39. | Otsego County |
| 8. | Chemung County | 40. | Putnam County |
| 9. | Chenango County | 41. | Queens County |
| 10. | Clinton County | 42. | Rensselaer County |
| 11. | Columbia County | 43. | Richmond County (Staten Island) |
| 12. | Cortland County | 44. | Rockland County |
| 13. | Delaware County | 45. | Saint Lawrence County |
| 14. | Dutchess County | 46. | Saratoga County |
| 15. | Erie County | 47. | Schenectady County |
| 16. | Essex County | 48. | Schoharie County |
| 17. | Franklin County | 49. | Schuyler County |
| 18. | Fulton County | 50. | Seneca County |
| 19. | Genesee County | 51. | Steuben County |
| 20. | Greene County | 52. | Suffolk County |
| 21. | Hamilton County | 53. | Sullivan County |
| 22. | Herkimer County | 54. | Tioga County |
| 23. | Jefferson County | 55. | Tompkins County |
| 24. | Kings County (Brooklyn) | 56. | Ulster County |
| 25. | Lewis County | 57. | Warren County |
| 26. | Livingston County | 58. | Washington County |
| 27. | Madison County | 59. | Wayne County |
| 28. | Monroe County | 60. | Westchester County |
| 29. | Montgomery County | 61. | Wyoming County |
| 30. | Nassau County | 62. | Yates County |
| 31. | New York County (Manhattan) | | |
| 32. | Niagara County | | |

Job Classification Checklist

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

*** Do not write in any additional Classifications or Counties***

| Job Classification | Tag # | Entire Counties | Partial Counties | Check Box |
|--------------------------------------|----------------|---|-------------------------|------------------|
| Carpenter – Building | 276B-All | 7 | 2, 5 | |
| Carpenter – Building | 276B-Cat | 15 | 5 | |
| Carpenter – Building | 276-B-LIV | 26, 28, 35, 59 | 61 | |
| Carpenter – Building | 276B-Gen | 19, 32, 37 | 61 | |
| Carpenter – Heavy & Highway | 276HH-All | 2, 5, 7 | | |
| Carpenter – Heavy & Highway | 276HH-Erie | 15 | | |
| Carpenter – Heavy & Highway | 276HH- Gen | 19, 32, 37, 61 | | |
| Carpenter – Heavy & Highway | 276HH-Liv | 26, 28, 35, 59 | | |
| Carpenter – Residential | 276R-All | 7 | 2, 5 | |
| Carpenter – Building | 277B-Bro | 4, 54 | | |
| Carpenter – Building | 277B-CAY | 6, 50, 62 | | |
| Carpenter – Building | 277B-CS | 8, 12, 49, 51, 55 | 2 | |
| Carpenter – Building | 277 JLS | 23, 25, 45 | | |
| Carpenter – Building | 277 omh | 22, 27, 33 | | |
| Carpenter – Building | 277 On | 34 | | |
| Carpenter – Building | 277 Os | 38 | | |
| Carpenter – Building | 277CDO Bldg | 9, 13, 39 | | |
| Carpenter – Heavy & Highway | 277CDO HH | 9, 13, 39 | | |
| Carpenter – Heavy & Highway | 277HH-BRO | 4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62 | | |
| Carpenter – Building | 291B-Alb | 1, 18, 20, 29, 42, 47, 48 | | |
| Carpenter – Building | 291B-Cli | 10, 16, 17 | | |
| Carpenter – Building | 291B-Ham | 21, 57, 58 | | |
| Carpenter – Building | 291B-Sar | 46 | | |
| Carpenter – Heavy & Highway | 291HH-Alb | 1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58 | | |
| Electrician | 25m | 30, 52 | | |
| Electrician – Teledata Cable Splicer | 43 | 12, 22, 27, 33, 38 | 6, 9, 34, 39, 55, 59 | |

Job Classification Checklist

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

*** Do not write in any additional Classifications or Counties***

| Job Classification | Tag # | Entire Counties | Partial Counties | Check Box |
|--------------------------|-------------------------|--|--------------------|-----------|
| Electrician | 86 | 26, 28 | 19, 35, 37, 59, 61 | |
| Electrician | 840 Teledata and 840 Z1 | 62 | 6, 34, 35, 50, 59 | |
| Electrician | 910 | 10, 16, 17, 23, 25, 45 | | |
| Electrical Lineman | 1049Line/Gas | 30, 41, 52 | | |
| Electrical Lineman | 1249a | 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62 | | |
| Electrical Lineman | 1249a West | 60 | | |
| Electrical Lineman | 1249a-LT | 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62 | | |
| Electrical Lineman | 1249aREG8LT | 11, 14, 36, 40, 44, 56 | | |
| Electrical Lineman | 1249aWestLT | 60 | | |
| Elevator Constructor | 138 | 11, 14, 20, 36, 40, 53, 56 | 13, 44, 60 | |
| Elevator Constructor | 14 | 2, 5, 7, 15, 19, 32, 37, 61 | | |
| Elevator Constructor | 27 | 8, 26, 28, 35, 49, 50, 51, 59, 62 | | |
| Elevator Constructor | 35 | 1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58 | | |
| Elevator Constructor | 62 1 | 4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55 | 13 | |
| Glazier | 201 | 1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58 | | |
| Glazier | 660r | 2, 5, 7, 15, 19, 32, 37, 61 | | |
| Glazier | 660 | 2, 5, 7, 15, 19, 32, 37, 61 | | |
| Glazier | 677.1 | 23, 25, 26, 28, 35, 45, 50, 59, 62 | | |
| Glazier | 677Z-2 | 6, 12, 22, 27, 33, 34, 38 | | |
| Glazier | 677z3 | 4, 8, 9, 13, 39, 49, 51, 54, 55 | | |
| Glazier | 677r.2 | 6, 12, 22, 27, 33, 34, 38 | | |
| Insulator – Heat & Frost | 30-Syracuse | 4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55 | | |
| Laborer – Building | 621b | 2, 7 | 5 | |
| Laborer – Building | 633 bON | 34 | | |

Job Classification Checklist

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

*** Do not write in any additional Classifications or Counties***

| Job Classification | Tag # | Entire Counties | Partial Counties | Check Box |
|--------------------------------|--------------|---|-------------------------|------------------|
| Laborer – Building | 633b Cay | 6 | | |
| Laborer – Building | 633bOS | 38 | | |
| Laborer – Building | 785(7) | 4 | 9, 13, 54 | |
| Laborer – Building | 785B-CS | 8, 51 | 49 | |
| Laborer – Building | 7-785b | 12, 55 | 49, 54 | |
| Laborers – Heavy & Highway | 157h/h | 47 | 18, 29, 46 | |
| Laborers – Heavy & Highway | 190 h/h | 1, 42, 58 | 11, 20, 46 | |
| Laborers – Heavy & Highway | 35/2h | 21, 22, 27, 33 | 18, 29 | |
| Laborer – Residential | 621r | 2, 7 | 5 | |
| Laborers – Tunnel | 157 | 47 | 18, 29, 46 | |
| Laborers – Tunnel | 35T | 21, 22, 27, 33 | 18, 29 | |
| Laborers – Tunnel | 190 | 1, 42, 58 | 11, 20, 46 | |
| Mason – Building | 2TS.1 | 1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58 | | |
| Mason – Building | 2TS.2 | 22, 23, 25, 33, 45 | 27 | |
| Mason – Building | 2TS.3 | 6, 34, 38 | 27 | |
| Mason – Building | 2b-on | 34 | | |
| Mason – Building | 2b.1 | 1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58 | 57 | |
| Mason – Building | 2b.2 | 22, 33 | 25 | |
| Mason – Building | 2b.3 | 6, 34 | 27 | |
| Mason – Building | 2b.4 | 38 | | |
| Mason – Building | 2b.5 | 23 | 25 | |
| Mason – Building | 2b.6 | 45 | | |
| Mason – Building | 2b.8 | 10, 16, 17 | 57 | |
| Mason – Building | 3b-Co-Z2 | 8, 49, 51 | 2 | |
| Mason – Building | 3B-Z1 | 19, 26, 28, 35, 50, 59, 61, 62 | | |
| Mason – Building – Residential | 3B-Z1R | 19, 26, 28, 35, 50, 59, 61, 62 | | |
| Mason – Building | 3B-Bing-Z2 | 4, 9, 13, 39, 54 | | |
| Mason – Building | 3B-lth-Z2 | 12, 55 | | |

Job Classification Checklist

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

*** Do not write in any additional Classifications or Counties***

| Job Classification | Tag # | Entire Counties | Partial Counties | Check Box |
|--------------------------------------|----------------|--|-------------------------|------------------|
| Mason – Building | 3B-Jam-Z2 | 7 | 2, 5 | |
| Mason – Building – Residential | 3B-Jam-Z2R | 2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55 | 5 | |
| Mason – Building | 3B-Z3 | 15, 32 | 5 | |
| Mason – Building | 3B-Z3.Orleans | 37 | | |
| Mason – Residential | 3B-Z3R | 15, 32 | 5 | |
| Mason – Residential | 3B-z3R.Orleans | 37 | | |
| Mason - Heavy & Highway | 3h | 2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62 | 5, 15, 32 | |
| Mason – Tile Finisher | 3TF-Z1 | 19, 26, 28, 35, 50, 59, 61, 62 | | |
| Mason – Tile Finisher | 3TF-Z2 | 2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55 | 5 | |
| Mason – Tile Finisher | 3TF-Z3 | 15, 32, 37 | 5 | |
| Mason – Tile Finisher | 3TF-Z1R | 19, 26, 28, 35, 50, 59, 61, 62 | | |
| Mason – Tile Finisher | 3TF-Z2R | 2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55 | 5 | |
| Mason – Tile Finisher | 3TF-Z3R | 15, 32, 37 | 5 | |
| Mason – Tile Setter | 3TS-Z1 | 19, 26, 28, 35, 50, 59, 61, 62 | | |
| Mason – Tile Setter Residential | 3TS-Z1R | 19, 26, 28, 35, 50, 59, 61, 62 | | |
| Mason – Tile Setter | 3TS-Z2 | 2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55 | 5 | |
| Mason – Tile Setter Residential | 3TS-Z2R | 2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55 | 5 | |
| Mason – Tile Setter | 3TS-Z3 | 15, 32, 37 | 5 | |
| Mason – Tile Setter Residential | 3TS-Z3R | 15, 32, 37 | 5 | |
| Mason – Building/Heavy & Highway | 780 | 3, 24, 30, 31, 41, 43, 52 | | |
| Operating Engineer - Heavy & Highway | 137H/H | 40, 60 | 14 | |
| Operating Engineer – Heavy & Highway | 158-832H | 2, 8, 26, 28, 35, 49, 51, 59, 62 | 19 | |
| Operating Engineer – Heavy & Highway | 158-H/H | 1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58 | | |
| Operating Engineer – Heavy & Highway | 158-545h | 6, 12, 23, 25, 27, 33, 38, 45, 50, 55 | | |
| Painter | 1456-LS | 1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60 | | |
| Painter | 150 | 28, 59, 62 | 26, 35 | |

Job Classification Checklist

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

**** Do not write in any additional Classifications or Counties****

| Job Classification | Tag # | Entire Counties | Partial Counties | Check Box |
|--------------------------------------|---------------------|---------------------------------------|-------------------------|------------------|
| Painter | 178 B | 4, 9, 54 | | |
| Painter | 178 E | 8, 49 | 51 | |
| Painter | 178 I | 12, 55 | | |
| Painter | 178 O | 13, 39 | | |
| Painter | 31 | 6, 22, 27, 33, 34, 50 | 25, 35, 38 | |
| Painter | 38.O | | 38 | |
| Painter | 38.W | 23, 45 | 25 | |
| Painter | 4- Buf,Nia,Olean | 2, 15, 19, 32, 37, 61 | 5, 7, 26, 51 | |
| Painter | 4-Jamestown | | 5, 7 | |
| Sheetmetal Worker | 46 | 26, 28, 35, 50, 59, 62 | | |
| Sheetmetal Worker | 46r | 26, 28, 35, 50, 59, 62 | | |
| Teamsters – Heavy & Highway | 294h/h | 1, 11, 18, 20, 29, 42, 46, 47, 48, 58 | 57 | |
| Teamsters – Heavy & Highway | 317bhh | 6, 12, 50, 51, 55, 62 | 2 | |
| Teamsters - Building/Heavy & Highway | 456 | 40, 60 | | |

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

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

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 straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

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

Apprentice Training Ratios

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

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

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

| Title (Trade) | Ratio |
|--|---------|
| Boilermaker (Construction) | 1:1,1:4 |
| Boilermaker (Shop) | 1:1,1:3 |
| Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder) | 1:1,1:4 |
| Carpenter (Residential) | 1:1,1:3 |
| Electrical (Outside) Lineman | 1:1,1:2 |
| Electrician (Inside) | 1:1,1:3 |
| Elevator/Escalator Construction & Modernizer | 1:1,1:2 |
| Glazier | 1:1,1:3 |
| Insulation & Asbestos Worker | 1:1,1:3 |
| Iron Worker | 1:1,1:4 |
| Laborer | 1:1,1:3 |
| Mason | 1:1,1:4 |
| Millwright | 1:1,1:4 |
| Op Engineer | 1:1,1:5 |
| Painter | 1:1,1:3 |
| Plumber & Steamfitter | 1:1,1:3 |
| Roofer | 1:1,1:2 |
| Sheet Metal Worker | 1:1,1:3 |
| Sprinkler Fitter | 1:1,1:2 |

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

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

| District Office Locations: | Telephone # | FAX # |
|--|--------------|--------------|
| Bureau of Public Work - Albany | 518-457-2744 | 518-485-0240 |
| Bureau of Public Work - Binghamton | 607-721-8005 | 607-721-8004 |
| Bureau of Public Work - Buffalo | 716-847-7159 | 716-847-7650 |
| Bureau of Public Work - Garden City | 516-228-3915 | 516-794-3518 |
| Bureau of Public Work - Newburgh | 845-568-5287 | 845-568-5332 |
| Bureau of Public Work - New York City | 212-932-2419 | 212-775-3579 |
| Bureau of Public Work - Patchogue | 631-687-4882 | 631-687-4902 |
| Bureau of Public Work - Rochester | 585-258-4505 | 585-258-4708 |
| Bureau of Public Work - Syracuse | 315-428-4056 | 315-428-4671 |
| Bureau of Public Work - Utica | 315-793-2314 | 315-793-2514 |
| Bureau of Public Work - White Plains | 914-997-9507 | 914-997-9523 |
| Bureau of Public Work - Central Office | 518-457-5589 | 518-485-1870 |

Cattaraugus County General Construction

Boilermaker

10/01/2018

JOB DESCRIPTION Boilermaker

DISTRICT 12

ENTIRE COUNTIES

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

WAGES

Per hours: 07/01/2018

Boilermaker \$ 33.00

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

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 28.49*

*NOTE: \$27.25 of this amount is for every Hour "Paid"

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st Term 12 Months, Terms 3-8 at 6 Months

Per Hour:

- 1st \$ 22.45
- 3rd \$ 24.10
- 4th \$ 25.75
- 5th \$ 27.40
- 6th \$ 29.05
- 7th \$ 29.70
- 8th \$ 31.35

Supplemental Benefits per hour:

- 1st to 6th \$ 27.49**
- 7th to 8th \$28.49***

**NOTE: \$26.25 of this amount is for every Hour "Paid"

***NOTE: \$27.25 of this amount is for every Hour "Paid"

12-7

Carpenter - Building

10/01/2018

JOB DESCRIPTION Carpenter - Building

DISTRICT 12

ENTIRE COUNTIES

Chautauqua

PARTIAL COUNTIES

Allegheny: Entire county except the Township of Alfred.
Cattaraugus: Entire county except the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2018

Carpenter \$ 26.60

| | |
|------------------------|-------|
| Floorlayer | 26.60 |
| Certified Welder | 27.60 |
| Hazardous Waste Worker | 28.10 |
| Diver-Dry Day | 27.60 |
| Dive Tender | 27.60 |
| Diver-Wet Day** | 61.25 |

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

** Diver rate applies to all hours worked on the day of dive.

| | | |
|-----------------------|-----------------|----------------------------|
| Depth pay for divers: | 0' to 80' | no additional fee |
| | 81' to 100' | additional \$0.50 per foot |
| | 101' to 150' | additional \$0.75 per foot |
| | 151' and deeper | additional \$1.25 per foot |
| Penetration pay: | 0' to 50' | no additional fee |
| | 51' to 100' | additional \$0.75 per foot |
| | 101' and deeper | additional \$1.00 per foot |

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

| | |
|--------------------|----------|
| Carpenter(s) | \$ 18.85 |
| Diver Wet | 18.85 |
| Diver Dry & Tender | 18.85 |

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's base wage:
 Indentured Prior to 1/1/2016

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

Indentured After 01/01/2016

| | | | | |
|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th |
| 50% | 60% | 65% | 70% | 80% |

Supplemental benefits per hour worked:

| | | | | |
|---------|---------|---------|---------|---------|
| 1st | 2nd | 3rd | 4th | 5th |
| \$11.24 | \$11.24 | \$13.84 | \$13.84 | \$13.84 |

12-276B-All

Carpenter - Building

10/01/2018

JOB DESCRIPTION Carpenter - Building

DISTRICT 12

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Townships of Persia and Perrysburg

WAGES

Per hour: 07/01/2018
 Building:

Carpenter \$ 32.15

| | |
|------------------------|-------|
| FloorLayer | 32.15 |
| Certified Welder | 33.15 |
| Hazardous Waste Worker | 33.65 |
| Diver-Dry Day | 33.15 |
| Diver Tender | 33.15 |
| Diver-Wet Day*** | 61.25 |

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

*** Diver rate applies to all hours worked on the day of dive.

| | | |
|-----------------------|-----------------|----------------------------|
| Depth pay for divers: | 0' to 80' | no additional fee |
| | 81' to 100' | additional \$0.50 per foot |
| | 101' to 150' | additional \$0.75 per foot |
| | 151' and deeper | additional \$1.25 per foot |
| Penetration pay: | 0' to 50' | no additional fee |
| | 51' to 100' | additional \$0.75 per foot |
| | 101' and deeper | additional \$1.00 per foot |

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

NOTE - In order to use the '4 Day/10 Hour Work schedule' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

| | |
|--------------|----------|
| Carpenter(s) | \$ 27.88 |
| Diver(s) | 27.88 |

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's base wage:
 Indentured Prior to 01/01/2016

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

Indentured After 01/01/2016

| | | | | |
|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th |
| 50% | 60% | 65% | 70% | 80% |

Supplemental Benefits per hour worked:

| | | | | |
|---------|---------|---------|---------|---------|
| 1st | 2nd | 3rd | 4th | 5th |
| \$11.35 | \$11.35 | \$13.95 | \$13.95 | \$13.95 |

12-276B-Cat

Carpenter - Building / Heavy&Highway

10/01/2018

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour: 07/01/2018

Carpenter - ONLY for
 Artificial Turf/Synthetic
 Sport Surface \$ 30.40

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 22.43

OVERTIME PAY

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

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE
 Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

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

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour:

| | |
|---------------|----------|
| 1st year term | \$ 11.15 |
| 2nd year term | 11.15 |
| 3rd year term | 13.75 |
| 4th year term | 13.75 |

2-42AtSS

Carpenter - Heavy&Highway

10/01/2018

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua

WAGES

Per hour: 07/01/2018

| | |
|---------------------------------|----------|
| Carpenter | \$ 30.40 |
| Certified Welder | 31.90 |
| Diver-Dry Day | 31.40 |
| Diver-Wet Day** | 55.40 |
| Dive Tender | 31.40 |
| Hazardous Waste Worker | 32.40 |
| Pile Driver | 34.89 |
| Millwright | 33.38 |
| Effluent & Slurry Diver-Wet Day | 47.10 |

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

** Diver rate applies to all hours worked on the day of the dive.

| | | |
|-----------------------|--------------|----------------------------|
| Depth pay for divers: | 0' to 50' | no additional fee |
| | 51' to 100' | additional \$0.50 per foot |
| | 101' to 150' | additional \$0.75 per foot |
| | 151' to 200' | additional \$1.25 per foot |

| | | |
|------------------|----------------|----------------------------|
| Penetration pay: | 0' to 50' | no additional fee |
| | 51' to 100' | additional \$0.75 per foot |
| | 101' to deeper | additional \$1.00 per foot |

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

| | |
|--------------------|----------|
| Carpenter(s) | \$ 22.43 |
| Diver Wet | 23.77 |
| Diver Dry & Tender | 23.77 |
| Pile Driver | 23.77 |

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

Indentured Prior to 01/01/2016

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

Indentured After 01/01/2016

| | | | | |
|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th |
| 50% | 60% | 65% | 70% | 80% |

Supplemental benefits per hour worked:

| | | | | |
|---------|---------|---------|---------|---------|
| 1st | 2nd | 3rd | 4th | 5th |
| \$11.15 | \$11.15 | \$13.75 | \$13.75 | \$13.75 |

12-276HH-All

Electrician

10/01/2018

JOB DESCRIPTION Electrician

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield, Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

WAGES

| | | | |
|--------------|------------|------------|------------|
| Per hour: | 07/01/2018 | 05/27/2019 | 06/01/2020 |
| | | Additional | Additional |
| Electrician* | \$ 35.24 | \$1.60 | \$1.80 |

* Includes teledata work

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

17.3% for work from 4:30PM - 1:00AM

31.4% for work from 12:30AM - 9:00AM

Additional \$0.50/hr in shafts over 25 ft. deep and in underground tunnels over 75 ft. long.

Additional \$0.75/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswain chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.

Additional \$1.50/hr for Cable Splicers on such work as lead, and shielded cable and splices or terminations on cable 5KV and above.

Additional \$1.00/hr for Hot work (Atomic plants).

Additional \$2.00/hr for work on radio, TV, light towers and floating platforms or climbing ladders in excess of 100 ft. high.

SUPPLEMENTAL BENEFITS

Per hour: \$ 26.90*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following wages:

0 to 1000 to 2000 to 3500 to 5000 to 6500 to 8000
\$ 13.05 \$ 14.10 \$ 15.85 \$ 19.40 \$ 24.65 \$ 28.20

Supplemental benefits per hour:

0 to 1000 to 5000 to 8000
\$ 12.31* \$ 21.95* \$ 26.90*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

3-41

Electrician

10/01/2018

JOB DESCRIPTION Electrician

DISTRICT 3

ENTIRE COUNTIES

Chautauqua

PARTIAL COUNTIES

Allegany: Only the Townships of Alma, Bolivar, Centerville, Clarksville, Cuba, Friendship, Genesee, New Hudson, Rushford, Wirt and that portion of the Townships of Amity, Angelica, Belfast, Caneadea and Scio that are west of the Genesee River.
Cattaraugus: Only the Townships of Allegany, Carrollton, Cold Spring, Conewango, Dayton, Great Valley, Hinsdale, Humphrey, Ischua, Leon, Little Valley, Napoli, Olean, Portville, Red House, Randolph, Salamanca and South Valley.

WAGES

Per hour: 07/01/2018

Electrician* \$ 35.55

* Includes teledata work.

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

17.3% for work from 4:30PM - 1:00AM

31.4% for work from 12:30AM - 9:00AM

Additional 15% above wage for work 40" above floor, or in underground mines or tunnels or from suspension-type personnel lift equipment.

SUPPLEMENTAL BENEFITS

Per hour: \$ 21.87*

NOTE - add 3% of the posted straight time or applicable premium wage rate.

* NOTE - \$10.47 of this amount is paid at straight time, the remaining balance of \$11.40 is paid at the same premium as the wages.

OVERTIME PAY

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

* Double-time for all work on Saturday in excess of 10 hours.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

| | | | | | | | | | |
|-----------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 0 to 1000 | 1001 to 2000 | 2001 to 2750 | 2751 to 3500 | 3501 to 4250 | 4251 to 5000 | 5001 to 5750 | 5751 to 6600 | 6601 to 7350 | 7351 to 8200 |
| 40% | 45% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% |

Supplemental benefits per hour:

| | | | | | | | | | |
|------------|---------|----------|----------|----------|----------|----------|----------|----------|----------|
| 07/01/2018 | | | | | | | | | |
| \$ 8.08 | \$ 8.08 | \$14.54* | \$14.91* | \$17.88* | \$18.45* | \$19.02* | \$19.59* | \$20.16* | \$20.73* |

NOTE - add 3% of the posted straight time or applicable premium wage rate to all terms.

* Note - \$10.47 of this amount is paid at straight time, the remaining balance is paid at the same premium as the wages.

3-106

Elevator Constructor

10/01/2018

JOB DESCRIPTION Elevator Constructor

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

| | |
|----------------------|------------|
| Per hour: | 07/01/2018 |
| Elevator Constructor | \$ 48.26 |
| Helper | 33.78 |

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

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

| | |
|-----------|----------|
| Per hour: | \$ 32.65 |
|-----------|----------|

Note - add 6% of regular hourly rate for all hours worked.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year (1,700 hour each) terms at the following percentage of Journeyman's wage:

| | | | |
|------|-----|-----|-----|
| 1st* | 2nd | 3rd | 4th |
| 55% | 65% | 70% | 80% |

| | |
|---------------------------------|----------|
| Supplemental benefits per hour: | \$ 32.65 |
|---------------------------------|----------|

* Note - 0-6 months of the 1st year term is paid at 50% of Journeyman's wage with no Supplemental benefits.

Note - add 6% of regular hourly rate for all hours worked.

3-14

Glazier

10/01/2018

JOB DESCRIPTION Glazier

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

| | | | |
|------------------------|------------|------------|------------|
| Per hour: | 07/01/2018 | 05/01/2019 | 05/01/2020 |
| | | Additional | Additional |
| Glazier | \$ 26.75 | \$1.25 | \$1.25 |
| Working off Suspended | | | |
| Scaffold (Swing Stage) | 27.75 | 1.25 | 1.25 |
| Maintenance | 16.74* | 0.85 | 0.90 |

* Note - This rate to be used only for all repair and replacement work such as glass breakage, glass replacement, door repair and board ups.

**** IMPORTANT NOTICE ****

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:
 Journeymen Glazier \$21.67
 Maintenance 13.60

OVERTIME PAY

See (B, E2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentices.
 Paid: See (5, 6) on HOLIDAY PAGE for Maintenance
 Overtime: See (5, 6) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits per hour:

1st & 2nd terms \$ 7.95
 3rd & 4th terms 8.80
 All other terms 10.20

3-660

Insulator - Heat & Frost

10/01/2018

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield and Pembroke.

WAGES

Per Hour: 07/01/2018
 Heat & Frost Insulator \$ 33.25

SUPPLEMENTAL BENEFITS

Per hour:
 \$ 23.09

OVERTIME PAY

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

* Note - Double time after 10 hours on Saturday.

** Note - Triple time on Labor Day if WORKED.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour:

1st and 2nd \$ 18.69
 All other terms \$ 23.09

3-4

Ironworker **10/01/2018**

JOB DESCRIPTION Ironworker **DISTRICT 3**

ENTIRE COUNTIES
 Cattaraugus, Chautauqua

PARTIAL COUNTIES
 Allegany: Entire county except the Towns of Birdsall, Burns and Grove.
 Erie: All except the Town of Grand Island north of Whitehaven Road.
 Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke
 Steuben: Only the Townships of Canisteo, Freemont, Greenwood, Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union
 Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

WAGES

| Per hour: | 07/01/2018 | 07/01/2019 Additional | 07/01/2020 Additional |
|------------------------|------------|--------------------------|--------------------------|
| Structural | \$ 30.58 | \$ 1.25 | \$ 1.25 |
| Ornamental | 30.58 | 1.25 | 1.25 |
| Layout | 30.58 | 1.25 | 1.25 |
| Rodmen | 30.58 | 1.25 | 1.25 |
| Reinforcing | 30.58 | 1.25 | 1.25 |
| Welders | 30.58 | 1.25 | 1.25 |
| Riggers & Mach. Movers | 30.58 | 1.25 | 1.25 |
| Curtain Wall Erector | 30.58 | 1.25 | 1.25 |
| Window Erector | 28.23 | 1.25 | 1.25 |
| Fence Erector | 29.15 | 1.25 | 1.25 |

SUPPLEMENTAL BENEFITS

Per hour:

| | |
|----------------|----------|
| Fence erectors | \$ 26.42 |
| All others | 27.92 |

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

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

| 1st | 2nd | 3rd | 4th |
|----------|----------|----------|----------|
| \$ 16.50 | \$ 18.50 | \$ 20.50 | \$ 22.50 |

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th |
|----------|----------|----------|----------|
| \$ 11.75 | \$ 21.12 | \$ 22.45 | \$ 23.79 |

3-6

Laborer - Building **10/01/2018**

JOB DESCRIPTION Laborer - Building **DISTRICT 3**

ENTIRE COUNTIES
 Allegany, Chautauqua

PARTIAL COUNTIES
 Cattaraugus: Entire county except the Town of Perrysburg and the Village of Gowanda.

WAGES

| Per hour: | 07/01/2018 | 07/01/2019 Additional | 07/01/2020 Additional |
|-----------------------------|------------|--------------------------|--------------------------|
| Basic and Flagman | \$ 23.97 | \$ 1.00 | \$ 1.00 |
| Blaster, Nozzelman, Curb | 24.97 | 1.00 | 1.00 |
| and Flatwork Formsetter not | 24.97 | 1.00 | 1.00 |
| on structures, Pipelayer | 24.97 | 1.00 | 1.00 |
| Work 40 ft. and up | 24.12 | 1.00 | 1.00 |
| Hazardous Waste | 25.47 | 1.00 | 1.00 |
| Deleader & Asbestos Removal | 25.97 | 1.00 | 1.00 |

| | | | |
|------------------------------|-------|------|------|
| OSHA Level C or | 25.97 | 1.00 | 1.00 |
| greater protective suit or | 25.97 | 1.00 | 1.00 |
| any anti-contamination | 25.97 | 1.00 | 1.00 |
| clothing is required | 25.97 | 1.00 | 1.00 |
| With supplied air respirator | 26.97 | 1.00 | 1.00 |

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Saturday may be used as a make-up day at time and one half of the hourly rate.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 16.57

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

| | | | |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
| 70% | 80% | 85% | 90% |

Supplemental benefits per hour:

\$ 16.57

3-621b

Laborer - Building

10/01/2018

JOB DESCRIPTION Laborer - Building

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Perrysburg and the Village Gowanda.

WAGES

CLASS A: Basic, Safety Man, Flagman, Tool Room Man, Nurseryman, Demolition Worker, Top Man, Wrecker, IBC Barriers Except on Structures, Guard Rail, Asphalt Shovelers, Foundation Laborer over 8' in Depth, Hod Carriers, Plaster Tender, Plaster Scaffold Builder, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns, Steel Burners.

CLASS B: Mortar Mixer, Asphalt Smoothers, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns over 8' in depth.

CLASS C: Worker on any Swing Scaffold, Blaster, Plumbing Laborer, Wagon Drill Operator, Bottomman (caisson or cofferdam), Laser Setter, Asphalt Rakers, Asphalt Screed Man.

CLASS D: Stone Cutter, Curb Setter and Flag Layer.

CLASS E: Wearing of replaceable cartridge respirator.

CLASS F: Asbestos Removal, Deleader.

CLASS G: Hazardous Waste Worker.

| Per hour: | 07/01/2018 | 07/01/2019 | 07/01/2020 |
|-------------------|------------|------------|------------|
| Building Laborer: | | Additional | Additional |
| CLASS A | \$ 26.83 | \$ 1.25 | \$ 1.75 |
| CLASS B | 27.00 | 1.25 | 1.75 |
| CLASS C | 27.11 | 1.25 | 1.75 |
| CLASS D | 27.58 | 1.25 | 1.75 |

| | | | |
|---------|-------|------|------|
| CLASS E | 27.83 | 1.25 | 1.75 |
| CLASS F | 28.33 | 1.25 | 1.75 |
| CLASS G | 28.83 | 1.25 | 1.75 |

SUPPLEMENTAL BENEFITS

Per hour: \$ 25.70

OVERTIME PAY

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

HOLIDAY

Paid: See (22) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

| | | | | | | |
|----------|---------|---------|---------|---------|---------|---------|
| 0 to 500 | to 1000 | to 1500 | to 2000 | to 2500 | to 3000 | to 4000 |
| 55% | 60% | 65% | 70% | 75% | 80% | 90% |

Supplemental benefits per hour:

\$ 25.70

3-210b

Laborer - Heavy&Highway

10/01/2018

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus

PARTIAL COUNTIES

Chautauqua: Only the Townships of Busti, Carroll, Chautauqua, Clymer, Ellery, Ellicott, Ellington, French Creek, Gerry, Harmony, Kiantone, Mina, North Harmony, Poland, Sherman, Stockton and the City of Jamestown.

WAGES

GROUP A: Basic, Drill Helper, Flagman, Outboard and Hand Boats, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers' Tools, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (2" and Single Diaphragm), Nozzle (Asphalt, Gunit, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer, Grade Checker.

GROUP B: All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators and Powderman. Blasters, Curb and Flatwork Formsetters not on structures, Stone or Granite Curb Setters, Designated Asphalt Rakers (not on cold patch), Tail or Screw Operator on Asphalt Paver.

Per hour: 07/01/2018

| | |
|---------|----------|
| GROUP A | \$ 27.39 |
| GROUP B | 27.79 |

Hazardous waste removal, lead abatement, asbestos abatement add \$ 1.50

SUPPLEMENTAL BENEFITS

Per hour: \$ 21.10

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per:

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

| | | | |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
| 70% | 80% | 85% | 90% |

Supplemental benefits per hour:

\$ 21.10

3-621h Zone 1

Lineman Electrician

10/01/2018

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

| | 07/01/2018 | 05/06/2019 | 05/04/2020 |
|-------------------------|------------|------------|------------|
| Lineman, Technician | \$ 50.60 | \$ 52.05 | \$ 53.50 |
| Crane, Crawler Backhoe | 50.60 | 52.05 | 53.50 |
| Welder, Cable Splicer | 50.60 | 52.05 | 53.50 |
| Digging Mach. Operator | 45.54 | 46.85 | 48.15 |
| Tractor Trailer Driver | 43.01 | 44.24 | 45.48 |
| Groundman, Truck Driver | 40.48 | 41.64 | 42.80 |
| Equipment Mechanic | 40.48 | 41.64 | 42.80 |
| Flagman | 30.36 | 31.23 | 32.10 |

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

| | 07/01/2018 | 05/06/2019 | 05/04/2020 |
|-------------------------|------------|------------|------------|
| Lineman, Technician | \$ 50.60 | \$ 52.05 | \$ 53.50 |
| Crane, Crawler Backhoe | 50.60 | 52.05 | 53.50 |
| Cable Splicer | 55.66 | 57.26 | 58.85 |
| Certified Welder - | | | |
| Pipe Type Cable | 53.13 | 54.65 | 56.18 |
| Digging Mach. Operator | 45.54 | 46.85 | 48.15 |
| Tractor Trailer Driver | 43.01 | 44.24 | 45.48 |
| Groundman, Truck Driver | 40.48 | 41.64 | 42.80 |
| Equipment Mechanic | 40.48 | 41.64 | 42.80 |
| Flagman | 30.36 | 31.23 | 32.10 |

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

| | 07/01/2018 | 05/06/2019 | 05/04/2020 |
|-------------------------|------------|------------|------------|
| Lineman, Tech, Welder | \$ 51.92 | \$ 53.37 | \$ 54.82 |
| Crane, Crawler Backhoe | 51.92 | 53.37 | 54.82 |
| Cable Splicer | 57.11 | 58.71 | 60.30 |
| Certified Welder - | | | |
| Pipe Type Cable | 54.52 | 56.04 | 57.56 |
| Digging Mach. Operator | 46.73 | 48.03 | 49.34 |
| Tractor Trailer Driver | 44.13 | 45.36 | 46.60 |
| Groundman, Truck Driver | 41.54 | 42.70 | 43.86 |
| Equipment Mechanic | 41.54 | 42.70 | 43.86 |
| Flagman | 31.15 | 32.02 | 32.89 |

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

| | | | |
|-------------------------|----------|----------|----------|
| Lineman, Tech, Welder | \$ 53.11 | \$ 54.56 | \$ 56.01 |
| Crane, Crawler Backhoe | 53.11 | 54.56 | 56.01 |
| Cable Splicer | 53.11 | 54.56 | 56.01 |
| Digging Mach. Operator | 47.80 | 49.10 | 50.41 |
| Tractor Trailer Driver | 45.14 | 46.38 | 47.61 |
| Groundman, Truck Driver | 42.49 | 43.65 | 44.81 |
| Equipment Mechanic | 42.49 | 43.65 | 44.81 |
| Flagman | 31.87 | 32.74 | 33.61 |

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

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

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

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
 *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (also required on non-worked holidays):

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

| | | | |
|------------|---|---|---|
| Journeyman | \$ 23.40 *plus 6.75% of hourly wage | \$ 24.15 *plus 6.75% of hourly wage | \$ 24.90 *plus 6.75% of hourly wage |
|------------|---|---|---|

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q.) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
 NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata **10/01/2018**

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

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

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

| | 07/01/2018 | 01/01/2019 | 01/01/2020 | 01/01/2021 |
|------------------------|------------|------------|------------|------------|
| Cable Splicer | \$ 31.83 | \$ 32.78 | \$ 33.77 | \$ 34.78 |
| Installer, Repairman | 30.21 | \$ 31.12 | \$ 32.05 | \$ 33.01 |
| Teledata Lineman | 30.21 | \$ 31.12 | \$ 32.05 | \$ 33.01 |
| Tech., Equip. Operator | 30.21 | \$ 31.12 | \$ 32.05 | \$ 33.01 |
| Groundman | 16.01 | \$ 16.49 | \$ 16.99 | \$ 17.50 |

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

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

| | |
|-----------|-----------------------|
| 1ST SHIFT | REGULAR RATE |
| 2ND SHIFT | REGULAR RATE PLUS 10% |
| 3RD SHIFT | REGULAR RATE PLUS 15% |

SUPPLEMENTAL BENEFITS

Per hour:

| | | | | |
|------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Journeyman | \$ 4.73 *plus 3% of wage paid |
|------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting 10/01/2018

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
 (Ref #14.01.01)

Per hour:

| | 07/01/2018 | 05/06/2019 | 05/04/2020 |
|-------------------------|------------|------------|------------|
| Lineman, Technician | \$ 43.80 | \$ 45.00 | \$ 46.20 |
| Crane, Crawler Backhoe | 43.80 | 45.00 | 46.20 |
| Certified Welder | 45.99 | 47.25 | 48.51 |
| Digging Machine | 39.42 | 40.50 | 41.58 |
| Tractor Trailer Driver | 37.23 | 38.25 | 39.27 |
| Groundman, Truck Driver | 35.04 | 36.00 | 36.96 |
| Equipment Mechanic | 35.04 | 36.00 | 36.96 |
| Flagman | 26.28 | 27.00 | 27.72 |

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

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

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

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
 *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

| | | | |
|------------|----------------------------|----------------------------|----------------------------|
| Journeyman | \$ 23.40 | \$ 24.15 | \$ 24.90 |
| | *plus 6.75% of hourly wage | *plus 6.75% of hourly wage | *plus 6.75% of hourly wage |

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.
 Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
 NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

| | 07/01/2018 | 05/06/2019 | 05/04/2020 |
|----------|------------|------------|------------|
| 1st term | \$ 26.28 | \$ 27.00 | \$ 27.72 |
| 2nd term | 28.47 | 29.25 | 30.03 |
| 3rd term | 30.66 | 31.50 | 32.34 |
| 4th term | 32.85 | 33.75 | 34.65 |
| 5th term | 35.04 | 36.00 | 36.96 |
| 6th term | 37.23 | 38.25 | 39.27 |
| 7th term | 39.42 | 40.50 | 41.58 |

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer

10/01/2018

JOB DESCRIPTION Lineman Electrician - Tree Trimmer
ENTIRE COUNTIES

DISTRICT 6

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

WAGES

Per hour:

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

| | 07/01/2018 | 01/01/2019 |
|--------------------|------------|------------|
| Tree Trimmer | \$ 25.10 | \$ 25.79 |
| Equipment Operator | 22.20 | 22.81 |
| Equipment Mechanic | 22.20 | 22.81 |
| Truck Driver | 18.48 | 18.99 |
| Groundman | 15.22 | 15.64 |
| Flag person | 10.97 | 11.27 |

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

| | | |
|------------|-------------------------|-------------------------|
| Journeyman | \$ 9.98 | \$ 9.98 |
| | *plus 3% of hourly wage | *plus 3% of hourly wage |

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

10/01/2018

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Chautauqua

PARTIAL COUNTIES

Allegany: Entire county except the Townships of Alfred, Almond, Andover and Burns.

Cattaraugus: Entire county except the Township of Perrysburg and the Village of Gowanda.

WAGES

| Per hour: | 07/01/2018 | 07/01/2019 | 07/01/2020 |
|-------------------------|------------|------------|------------|
| Building: | | Additional | Additional |
| Bricklayer Cement | \$ 31.67 | \$ 0.95 | \$ 1.00 |
| Mason, Plasterer, Stone | | | |
| Mason, Tuck Pointer | | | |

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 20.08

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

| | | | |
|---------|---------|---------|---------|
| 1st | 2nd | 3rd | 4th |
| \$14.99 | \$18.89 | \$21.37 | \$24.42 |

Supplemental benefits per hour:

| | | | |
|---------|---------|---------|---------|
| 1st | 2nd | 3rd | 4th |
| \$10.79 | \$13.38 | \$15.47 | \$17.56 |

5-3B - Jam - Z2

Mason - Building

10/01/2018

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

| | |
|--------------|------------|
| Per Hour: | 07/01/2018 |
| Building: | |
| Bricklayer | \$ 31.32 |
| Stone Mason | 31.32 |
| Tuck Pointer | 31.32 |

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.68

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

| | | | |
|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| \$ 18.41 | \$ 18.91 | \$ 21.82 | \$ 25.77 |

Supplemental benefits per hour:

| | | | |
|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| \$ 10.58 | \$ 17.33 | \$ 19.53 | \$ 21.32 |

5-3B-Z3

Mason - Building

10/01/2018

JOB DESCRIPTION Mason - Building

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

| | | |
|-----------|------------|------------|
| Per hour: | 07/01/2018 | 04/01/2019 |
| Plasterer | \$ 29.65 | \$ 30.15 |

Additional \$3.00/hr for work on swing stage over 20 feet.

SUPPLEMENTAL BENEFITS

| | | |
|-----------|----------|----------|
| Per hour: | \$ 19.74 | \$ 20.49 |
|-----------|----------|----------|

OVERTIME PAY

Exterior work only See (B, E, E2, Q) on OVERTIME PAGE.

All other work See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following dollar amounts:

| | | | | | | | | |
|-----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 0 to 1000 | to 2000 | to 3000 | to 4000 | to 4700 | to 5400 | to 6000 | to 7000 | to 8000 |
| \$ 12.00 | \$ 14.00 | \$ 15.00 | \$ 16.00 | \$ 17.00 | \$ 18.00 | \$ 19.00 | \$ 20.00 | \$ 21.00 |

Supplemental benefits per hour:

Hour terms at the following dollar amounts:

| | | | | |
|-----------|---------|---------|---------|---------|
| 0 to 4000 | to 4700 | to 5400 | to 6000 | to 8000 |
| \$ 2.50 | \$ 3.50 | \$ 4.50 | \$ 5.50 | \$ 7.50 |

3-9-Pltr

Mason - Building / Heavy&Highway

10/01/2018

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

| | | | |
|--------------|------------|--------------------|--------------------|
| Per hour: | 07/01/2018 | 07/01/2019 | 07/01/2020 |
| Cement Mason | \$ 30.00 | Additional \$ 1.00 | Additional \$ 1.25 |

Additional \$0.25 per hr for Swing scaffold or exterior scaffold 42' or higher.

Additional \$1.00 per hr when required to wear respirator.

SUPPLEMENTAL BENEFITS

| | |
|-----------|----------|
| Per hour: | \$ 30.67 |
|-----------|----------|

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following dollar amounts:

| | | | | | |
|----------|----------|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th | 5th | 6th |
| \$ 13.65 | \$ 14.65 | \$ 17.65 | \$ 19.65 | \$ 21.65 | \$ 23.65 |

Supplemental benefits per hour:

| | | | | | |
|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th |
|-----|-----|-----|-----|-----|-----|

\$ 8.91 \$ 11.82 \$ 13.55 \$ 16.77 \$ 19.06 \$ 22.49

3-111Erie

Mason - Heavy&Highway

10/01/2018

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

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

WAGES

| | | | |
|------------------|------------|------------|------------|
| Per hour: | 07/01/2018 | 07/01/2019 | 07/01/2020 |
| Heavy & Highway: | | Additional | Additional |
| Cement Mason | \$30.91 | \$ 0.95 | \$ 1.00 |
| Bricklayer | 30.91 | 0.95 | 0.95 |

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 21.65

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

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

Supplemental benefits per hour:

| | |
|----------------|----------|
| 1st term | \$ 13.75 |
| 2nd - 4th term | 21.65 |

5-3h

Mason - Tile Finisher

10/01/2018

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Chautauqua

PARTIAL COUNTIES

Allegany: Entire County with the exception of the Towns of Alfred, Almond, Andover and Burns.
 Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

WAGES

| | | | |
|--|------------|------------|------------|
| Per hour: | 07/01/2018 | 07/01/2019 | 07/01/2020 |
| Building: | | Additional | Additional |
| Marble, Slate, Terrazzo and Tile Finisher | \$ 26.69 | \$ 0.95 | \$ 1.00 |

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 17.27

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1st and 2nd term 1200 hours and 3rd term 1300 hours at the following percentage of Journeyman's rate:

| | | |
|---------|---------|---------|
| 1st | 2nd | 3rd |
| \$13.65 | \$16.16 | \$21.49 |

Supplemental benefits per hour:

| | | |
|---------|----------|----------|
| 1st | 2nd | 3rd |
| \$ 8.23 | \$ 10.14 | \$ 13.64 |

5-3TF - Z2

Mason - Tile Finisher

10/01/2018

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2018

Building:

Marble, Slate, Terrazzo and Tile Finisher \$ 29.13

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 16.05

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1200 hours 1st and 2nd term and 1300 hours 3rd term at the following wage:

| | | |
|----------|----------|----------|
| 1st | 2nd | 3rd |
| \$ 15.26 | \$ 17.92 | \$ 24.01 |

Supplemental benefits per hour:

| | | |
|---------|---------|----------|
| 1st | 2nd | 3rd |
| \$ 7.23 | \$ 9.11 | \$ 12.09 |

5-3TF - Z3

Mason - Tile Setter

10/01/2018

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only in the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2018
 Building:
 Marble, Slate, Terrazzo and Tile Setter \$ 31.57

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 25.76

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

| | | | |
|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| \$ 18.14 | \$ 18.68 | \$ 21.63 | \$ 25.79 |

Supplemental benefits per hour:

| | | | |
|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| \$ 10.43 | \$ 17.08 | \$ 19.19 | \$ 20.72 |

5-3TS - Z3

Mason - Tile Setter

10/01/2018

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Chautauqua

PARTIAL COUNTIES

Allegany: Entire County with the exception of the towns of Alfred, Almond, Andover and Burns.
 Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

WAGES

| | | | |
|---|------------|------------|------------|
| Per hour: | 07/01/2018 | 07/01/2019 | 07/01/2020 |
| Building: | | Additional | Additional |
| Marble, Slate, Terrazzo and Tile Setter | \$ 31.69 | \$ 0.95 | \$ 1.00 |

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 17.71

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

| | | | |
|---------|---------|---------|---------|
| 1st | 2nd | 3rd | 4th |
| \$15.32 | \$19.43 | \$21.70 | \$24.53 |

Supplemental benefits per hour:

| | | | |
|---------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| \$ 9.28 | \$ 11.37 | \$ 13.46 | \$ 15.55 |

5-3TS - Z2

Millwright

10/01/2018

JOB DESCRIPTION Millwright

DISTRICT 7

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Herkimer, Madison, Seneca, Tioga, Yates

WAGES

| Per Hour | 07/01/2018 | 05/01/2019 | 07/01/2019 Additional | 07/01/2020 Additional |
|------------------|------------|------------|--------------------------|--------------------------|
| Building | \$ 27.78 | \$27.78 | \$ 1.60 | \$ 1.60 |
| Heavy & Highway* | N/A | 29.78 | 1.60 | 1.60 |

*Effective 5/1/2019, all Heavy and Highway Millwright construction will be paid at the rate indicated above.

NOTE - ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwright's rate, provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive a \$1.50 premium per hour.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwright's rate. For the purpose of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$0.25. This amount will increase to \$0.50 on 7/1/2019 and to \$1.00 on 7/1/2020.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 20.85

OVERTIME PAY

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

*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on a Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour worked:

| | |
|----------------|----------|
| Appr. 1st year | \$ 10.15 |
| Appr. 2nd year | 17.65 |
| Appr. 3rd year | 18.71 |
| Appr. 4th year | 19.79 |

7-1163 Zone 2

Operating Engineer - Building

10/01/2018

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Archer Hoist, Asphalt Curb and Gutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe, Backhoe and Pullhoe (tractor mounted, rubber tired), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (Pipe), Bituminous Spreader and Mixer, Blacktop Plants (Automated and Non-automated), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck (excluding pick-up and delivery), Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all concrete batching plants), Cherry Picker, Concrete Cleaning Decontamination Machine Operator, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Cutters (Vermeer or Similar Type), Concrete Mixer (over 1/2 cu yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Conveyor, Core Drill, Crane, Crusher, Decon of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Generator (10 outlets or more), Gradall, Grader, Grout or Gunite Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Helicopter (when used for hoisting), Hoist (one drum), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self-propelled), Hydraulic Pipe Jack Machine (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Hydro Crane, Hydro Hammer (or similar type), Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type loaders), Laser Screed, Locomotive, Lubrication Truck, Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self-propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Multiple Drum Hoist (more than one drum in use), Overhead Crane, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master or equivalent, Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (pipe), Rotomill, Scissors Trucks, Lift, or Boom Lift of any type (when used for hoisting), Scoopmobile, Shovel, SideBoom, Skidsteer/Bobcat (Similar Type), Skimmer, Slip Form Paver (CMI or similar type), Snorkel/Vacuum Truck, Strato-Tower, Stump Chipping Machine, Tire Truck and Drivers performing tire repair (exclude outside vendor), Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractor (when using winch power), Tractors, Trencher, Truck Crane, Truck Mechanic and Helper (exclude Teamsters when repairing their own trucks), Tunnel Shovel, Tube Finisher (CMI and similar type), Ultra High Pressure Waterjet Cutting Tool System Operator/Mechanic, Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, Boiler (used in conjunction with production), CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors (any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines - four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Form Trucks (excluding Teamster or delivery), Fuel Truck or Drivers (exclude Teamster or delivery), Heaters, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps, Revinus Widener, Steam Boilers (if manning or license by local law is required), Steam Cleaner (when used for cleaning equipment on the job site), Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building:

| | |
|------------------------|------------|
| Per hour: | 07/01/2018 |
| Class A | \$ 36.86 |
| Class B | 32.38 |
| Crane(boom over 100ft) | 37.39 |
| " (boom over 200ft) | 37.86 |
| " (boom over 300ft) | 38.36 |

- Additional \$3.00/hr. for Lattice Boom
- Additional \$3.00/hr. for Hydraulic Crane over 60 tons.
- Additional \$2.50/hr. for Hazardous Work Site
- Additional \$1.00/hr. for Tunnel Work
- Additional \$1.50/hr. for Mandated Off-Shift Work

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman \$ 28.45*

*Note: For Overtime Hours \$20.25 of this amount is paid a straight time, the remaining balance of \$8.20 is paid at the same premium as the wage.

OVERTIME PAY

See (B, E, *E2, P) on OVERTIME PAGE

* Only Saturdays between October 15th and April 15th.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:
 1 year Terms

| 1st | 2nd | 3rd | 4th |
|---------|---------|---------|---------|
| \$26.70 | \$27.59 | \$28.47 | \$29.36 |

Supplemental benefits Per Hour:
 All Apprentices \$27.55*

*Note: For Overtime Hours \$20.25 of this amount to be paid a straight time rate remaining balance of \$7.30 is paid at same premium as the wage.

12-17b

Operating Engineer - Heavy&Highway

10/01/2018

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Asphalt Curb and Cutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe (all), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (pipe), Bituminous Spreader and Mixer, Blacktop Plant (all), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck, Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all Concrete Batching Plants), Cherry Picker, Concrete Cleaning Decontamination Machine, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Mixer (over 1/2 cu. yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Concrete Saw (self propelled), Conveyor, Convoing Vehicles Convoing Engineer's Equipment, Core Drill, Crane, Crusher, Decontamination of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Gradall, Grader, Grout or Guniting Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Hoist (all types), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self propelled), Hydraulic Pipe Jack Machine, (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type Loaders), Laser Screed, Locomotive, Log Skidder (similar type), Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Overhead Crane, Parts Chasing, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Post Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equivalent), Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (Pipe), Rotomill, Scoopmobile, Shovel, Side Boom, Skidsteer/Bobcat (similar type), Skimmer, Slip Form Paver (CMI or similar, first and second operator), Snorkel/Vacuum Truck, Strato-Tower, Tire Truck & Repair, Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractors (when using winch power), Trencher, Truck Crane, Tug Boats, Tunnel Shovel, Tube Finisher (CMI and similar), Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Waterjet Cutting Tool System Operator/Mechanic (Ultra High Pressure), Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors: any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines (four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Fuel Truck, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps (4" or over), Revinus Widener, Steam Cleaner, Stump Chipping Machine, Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building Site, Heavy/Highway, Sewer/Water, Tunnel:

| Per hour: | 07/01/2018 |
|------------------------|------------|
| Class A | \$ 38.09 |
| Class B | 33.59 |
| Crane(boom over 100ft) | 38.84 |
| " (boom over 200ft) | 39.09 |

" (boom over 300ft) 39.59

- Additional \$3.00/hr. for Lattice Boom
- Additional \$3.00/hr. for Hydraulic Crane over 60 tons
- Additional \$2.50/hr. for Hazardous Work Site
- Additional \$1.00/hr. for Tunnel Work
- Additional \$1.50/hr. for Mandated Off-Shift Work

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 30.31*

*Note: For Overtime Hours \$22.61 of the amount paid at straight time, the remaining balance of \$7.70 is paid at the same premium as the wage.

OVERTIME PAY

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

HOLIDAY

Paid: See (*5, **6) on HOLIDAY PAGE

Overtime: See (***5, ****6) on HOLIDAY PAGE

*,** NOTE: If Holiday falls on a Sunday it will be celebrated on Monday

,* NOTE: If employee works that Monday use "T" under Overtime Pay.

REGISTERED APPRENTICES

Wages per hour:

Apprentices at 1 year terms

| 1st | 2nd | 3rd | 4th |
|---------|---------|---------|---------|
| \$30.59 | \$31.59 | \$32.59 | \$33.59 |

Supplemental Benefits

All Apprentices \$29.91*

Note: For Overtime Hours \$22.61 of this amount is paid at straight time , the remaining balance of \$7.30 is paid at the same premium as the wage.

12-17 hh/sw/t

Operating Engineer - Survey Crew

10/01/2018

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

These rates apply to Building and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

- Party Chief - One who directs a survey party.
- Instrument Person - One who operates the surveying instruments.
- Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2018

| | |
|-------------------|----------|
| Party Chief | \$ 40.45 |
| Instrument Person | 38.17 |
| Rod Person | 26.48 |

- Additional \$3.00 per hr. for work in a Tunnel.
- Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 25.75

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms for at percentage of Wage:

07/01/2018

| | |
|---------------|-----|
| 0-1000 Hrs | 60% |
| 1001-2000 Hrs | 70% |
| 2001-3000 Hrs | 80% |

SUPPLEMENTAL BENEFITS per hour worked:

| | |
|---------------|----------|
| 0-1000 Hrs | \$ 15.83 |
| 1001-2000 Hrs | 18.48 |
| 2001-3000 Hrs | 21.13 |

12-17D Sur

Operating Engineer - Survey Crew - Consulting Engineer

10/01/2018

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line of grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2018

| | |
|-------------------|----------|
| Party Chief | \$ 40.45 |
| Instrument Person | 38.17 |
| Rod Person | 26.48 |

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 25.75

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2018

| | |
|-----------|-----|
| 0-1000 | 60% |
| 1001-2000 | 70% |
| 2001-3000 | 80% |

SUPPLEMENTAL BENEFITS per hour worked:

| | |
|-----------|----------|
| 0-1000 | \$ 15.83 |
| 1001-2000 | 18.48 |
| 2001-3000 | 21.13 |

12-17D Con Eng

Painter

10/01/2018

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.

Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.

Livingston: Only the Townships of North Dansville, Nunda, Ossian, Portage, Sparta, Spring Water and West Sparta.

Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville, Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

WAGES

| Per hour: | 07/01/2018 | 05/01/2019 Additional |
|------------------------------|------------|--------------------------|
| Basic Rate (Brush & Roll) | \$ 25.95 | \$ 1.00 |
| Spray painting, wallcovering | 25.95 | 1.00 |
| Abrasive and hydroblasting | 25.95 | 1.00 |
| Taping/DryWall Finisher | 26.45 | 1.00 |
| Skeleton Steel* | 26.70 | 1.00 |

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks, cranes and the abatement of coatings with lead, asbestos and/or arsenic, etc. All work within the confines of a plant shall be paid the skeleton steel rate (except in-plant tank work (see Tank Rate)).

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 24.84

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Painter/Decorator: 750 hour terms at the following percentage of Journeyman's Basic wage rate:

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

Taper/Drywall Finisher: 750 hour terms at the following percentage of Journeyman's Taper wage:

| | | | | | |
|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th |
| 50% | 55% | 60% | 65% | 75% | 85% |

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

| | | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|---------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| \$ 2.30 | \$ 4.30 | \$ 5.30 | \$ 5.80 | \$ 6.30 | \$ 6.80 | \$ 7.30 | \$ 7.55 |

3-4-Buf, Nia, Olean

Painter

10/01/2018

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.
 Chautauqua: Only the Townships of Busti, Carroll, Charlotte, Chautauqua, Cherry Creek, Clymer, Ellery, Ellicott, Ellington, French Creek, Gerry, Harmony, Kiantone, Mina, North Harmony, Poland, Ripley, Sherman, Stockton, Westfield and the City of Jamestown.

WAGES

| Per hour: | 07/01/2018 | 05/01/2019 Additional |
|---------------------------------|------------|--------------------------|
| Brush & Roller, taping, | \$ 25.65 | \$ 1.00 |
| wallcovering, swing & bosun | 25.65 | 1.00 |
| under 3 stories or under 35 ft | 25.65 | 1.00 |
| Swing & bosun over 3 stories or | 25.90 | 1.00 |
| over 35 feet, steel painting | 25.90 | 1.00 |
| All spraying, steam cleaning & | 26.30 | 1.00 |
| sandblasting, all toxic coating | 26.30 | 1.00 |
| Stacks | 26.95 | 1.00 |

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 17.58

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Painter/Decorator: 750 hour terms at the following percentage of Journeyman's Basic wage rate:

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

Taper/Drywall Finisher: 750 hour terms at the following percentage of Journeyman's Taper wage:

| 1st | 2nd | 3rd | 4th | 5th | 6th |
|-----|-----|-----|-----|-----|-----|
| 50% | 55% | 60% | 65% | 75% | 85% |

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|---------|---------|---------|---------|---------|---------|---------|---------|
| \$ 2.30 | \$ 4.30 | \$ 5.30 | \$ 5.80 | \$ 6.30 | \$ 6.80 | \$ 7.30 | \$ 7.55 |

3-4-Jamestown

Painter

10/01/2018

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

| Per hour: | 07/01/2018 | 05/01/2019 Additional |
|-----------|------------|--------------------------|
| Bridge | \$ 38.00 | \$ 1.05 |
| Tunnel | 38.00 | 1.05 |
| Tank* | 36.00 | 1.05 |

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

Note an additional \$2.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour: \$ 28.15

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

| 1st | 2nd | 3rd | 4th | 5th | 6th |
|-----|-----|-----|-----|-----|-----|
| 50% | 55% | 60% | 65% | 75% | 85% |

Supplemental benefits per hour:

| | |
|-----------------|---------|
| 1st & 2nd terms | \$ 5.40 |
| 3rd & 4th terms | 5.40 |
| 5th & 6th terms | 6.40 |

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

10/01/2018

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

| | 07/01/2018 |
|------------------|------------|
| Metal Polisher | \$ 30.58 |
| Metal Polisher* | 31.53 |
| Metal Polisher** | 34.08 |

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2018

Journeyworker:
 All classification \$ 7.72

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

| | 07/01/2018 | 01/01/2019 |
|------------|------------|------------|
| 1st year | \$ 13.00 | \$ 15.00 |
| 2nd year | 13.00 | 15.00 |
| 3rd year | 15.75 | 15.75 |
| 1st year* | \$ 15.39 | \$ 17.39 |
| 2nd year* | 15.44 | 17.44 |
| 3rd year* | 16.29 | 18.29 |
| 1st year** | \$ 17.50 | 19.50 |
| 2nd year** | 17.50 | 19.50 |
| 3rd year** | 18.25 | 20.25 |

*Note: Applies on New Construction & complete renovation
 ** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
 Per hour:

| | | |
|----------|---------|---------|
| 1st year | \$ 5.52 | \$ 5.52 |
| 2nd year | 5.52 | 5.52 |
| 3rd year | 5.52 | 5.52 |

8-8A/28A-MP

Plumber

10/01/2018

JOB DESCRIPTION Plumber

DISTRICT 3

ENTIRE COUNTIES

PARTIAL COUNTIES

Allegany: Only the Townships of Alma, Amity, Bolivar, Clarksville, Cuba, Friendship, Genesee, Wirt and that portion of Scio which lies west of Rt. 19.
 Cattaraugus: Only the Townships of Allegany, Carrollton, Conewango, Cold Spring, Great Valley, Hinsdale, Humphrey, Ischua, Little Valley, Napoli, Olean, Portville, Randolph, Red House, Salamanca, South Valley, the City of Olean, the City of Salamanca, and the Allegany Indian Reservation.
 Chautauqua: Only the Townships of Busti, Carroll, Chautauqua, Clymer, Ellery, Ellicott, Ellington, French Creek, Gerry, Harmony, Kiantone, Mina, North Harmony, Poland, Sherman, and the City of Jamestown.

WAGES

Per hour: 07/01/2018

| | |
|-------------|----------|
| Plumber | \$ 32.56 |
| Steamfitter | \$ 32.56 |

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

SUPPLEMENTAL BENEFITS

Per hour: \$ 25.31

Note - \$3.20 of this amount must be paid at the same premium as the wage.

OVERTIME PAY

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

* Double time after 11 hours per day on Weekdays.

** Double time after 10 hours per day on Saturday.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

| 1st | 2nd | 3rd | 4th | 5th |
|-----|-----|-----|-----|-----|
| 45% | 55% | 65% | 75% | 90% |

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

Supplemental benefits per hour:

\$ 20.85

Note - \$3.20 of this amount must be paid at the same premium as the wage.

3-22-Southern

Plumber

10/01/2018

JOB DESCRIPTION Plumber

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara, Wyoming

PARTIAL COUNTIES

Allegany: Only the Townships of Allen, Angelica, Belfast, Caneadea, Centerville, Granger, Hume, New Hudson and Rushford
 Cattaraugus: Only the Townships of Ashford, Dayton, East Otto, Ellicottville, Farmersville, Franklinville, Freedom, Leon, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.
 Chautauqua: Only the Townships of Arkwright, Charlotte, Cherry Creek, Dunkirk, Hanover, Pomfret, Portland, Ripley, Sheridan, Stockton, Villenova, Westfield, City of Dunkirk and Village of Fredonia.
 Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.
 Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour: 07/01/2018

Plumber \$ 34.65
 Steamfitter \$ 34.65

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

SUPPLEMENTAL BENEFITS

Per hour: \$ 25.31

Note - \$3.20 of this amount must be paid at the same premium as the wage.

OVERTIME PAY

See (*B, **E, Q) on OVERTIME PAGE
 * Double time after 11 hours per day on Weekdays.
 ** Double time after 10 hours per day on Saturday.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

| 1st | 2nd | 3rd | 4th | 5th |
|-----|-----|-----|-----|-----|
| 45% | 55% | 65% | 75% | 90% |

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

Supplemental benefits per hour:

\$ 20.85

Note - \$3.20 of this amount must be paid at the same premium as the wage.

3-22-Buffalo, Niagara

Roofer

10/01/2018

JOB DESCRIPTION Roofer

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua

WAGES

Per hour: 07/01/2018 05/01/2019
 Additional
 Roofer \$ 30.48 \$ 1.00
 Waterproofer 30.48 1.00

Asbestos Removal with respirator or protective suit add \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour: \$ 13.47

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

| | | | | | |
|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th |
| 50% | 50% | 60% | 70% | 80% | 90% |

Supplemental benefits per hour:

| | |
|-----------------|---------|
| 1st & 2nd terms | \$ 0.50 |
| All other terms | 13.47 |

3-210

Sheetmetal Worker

10/01/2018

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua

WAGES

Per hour: 07/01/2018

Sheet Metal Worker \$ 27.00

Additional \$1.00 per hour for work performed at a height of fifty (50) feet or more on boatswains chair, swing (of any type), picks and plank.

The following premiums apply when shift work is mandated in the job specification or by the contracting agency:

- 15% when the majority of the hours are worked between the hours of 3:30PM - 1:00AM
- 20% when the majority of the hours are worked between the hours of 11:00PM - 9:00AM

SUPPLEMENTAL BENEFITS

Per hour: \$ 23.51

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per:

1000 hour year terms:

| | | | | | | | |
|----------|----------|----------|----------|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| \$ 13.00 | \$ 13.50 | \$ 14.50 | \$ 15.50 | \$ 16.50 | \$ 17.55 | \$ 18.90 | \$ 20.25 |

Supplemental Benefits

07/01/2018

| | |
|----------|----------|
| 1st term | \$ 11.91 |
| 2nd term | 12.60 |
| 3rd term | 14.70 |
| 4th term | 15.51 |
| 5th term | 16.35 |
| 6th term | 17.17 |
| 7th term | 18.01 |
| 8th term | 18.82 |

3-112-Jamestown

Sprinkler Fitter

10/01/2018

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

| | | |
|-----------|------------|------------|
| Per hour | 07/01/2018 | 01/01/2019 |
| Sprinkler | \$ 34.91 | 34.91 |
| Fitter | | |

SUPPLEMENTAL BENEFITS

Per hour

| | | |
|------------|----------|-------|
| Journeyman | \$ 23.14 | 23.69 |
|------------|----------|-------|

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

| | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| 45% | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% |

Supplemental Benefits per hour worked

| | | | | | | | | | |
|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| \$ 8.93 | \$ 8.97 | \$ 17.09 | \$ 17.13 | \$ 17.68 | \$ 17.72 | \$ 17.77 | \$ 17.81 | \$ 17.86 | \$ 17.90 |

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

| | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| 45% | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% |

Supplemental Benefits per hour worked

| | | | | | | | | | |
|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| \$ 8.27 | \$ 8.27 | \$ 17.24 | \$ 17.24 | \$ 17.49 | \$ 17.49 | \$ 17.49 | \$ 17.49 | \$ 17.49 | \$ 17.49 |

1-669

Teamster - Building / Heavy&Highway

10/01/2018

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua

PARTIAL COUNTIES

Allegany: Entire county except the Townships of Alfred, Almond, Burns and West Almond.

WAGES

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers, Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP 2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading and self-contained concrete mobile unit, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading, Water Tanks, Sprinkler Trucks and Winch Trucks.

Per hour: 07/01/2018
GROUP 1 \$ 37.05
GROUP 2 37.05

Add \$ 2.00 when required to use personal protection when performing hazardous waste removal work.
Add \$ 2.00 while operating articulating truck.

SUPPLEMENTAL BENEFITS

Per hour: \$ 14.49

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

3-264

Welder

10/01/2018

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 07/01/2018

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

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
- (28) Easter Sunday



New York State Department of Labor - Bureau of Public Work
 State Office Building Campus
 Building 12 - Room 130
 Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

2. NY State Units (see Item 5)

01 DOT

02 OGS

03 Dormitory Authority

04 State University
Construction Fund

05 Mental Hygiene
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State
(Describe)

Telephone: ()

Fax: ()

E-Mail:

3. SEND REPLY TO check if new or change)

Name and complete address:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE:

Additional Occupation and/or Redetermination

Telephone: ()

Fax: ()

E-Mail:

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT:

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:

Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

1. New Building

2. Addition to Existing Structure

3. Heavy and Highway Construction (New and Repair)

4. New Sewer or Waterline

5. Other New Construction (Explain)

6. Other Reconstruction, Maintenance, Repair or Alteration

7. Demolition

8. Building Service Contract

8. OCCUPATION FOR PROJECT:

Construction (Building, Heavy
Highway/Sewer/Water)

Tunnel

Residential

Landscape Maintenance

Elevator maintenance

Exterminators, Fumigators

Fire Safety Director, NYC Only

Guards, Watchmen

Janitors, Porters, Cleaners,
Elevator Operators

Moving furniture and
equipment

Trash and refuse removal

Window cleaners

Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES NO

10. Name and Title of Requester

Signature

NYS DOL Bureau of Public Work Debarment List 10/11/2018

Article 8

| AGENCY | Fiscal Officer | FEIN | EMPLOYER NAME | EMPLOYER DBA NAME | ADDRESS | DEBARMENT START DATE | DEBARMENT END DATE |
|--------|----------------|-----------|---|----------------------------------|--|----------------------|--------------------|
| DOL | DOL | *****0996 | A-1 CONSTRUCTION & RENOVATION INC | | 1973 81ST ST - SUITE A-5 BROOKLYN NY 11214 | 01/08/2015 | 01/08/2020 |
| DOL | NYC | | ABDUL KARIM | | C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGWOOD NY 11385 | 05/15/2015 | 05/15/2020 |
| DOL | DOL | *****8018 | ACCURATE MECHANICAL LLC | | 9547 BUSTLETON AVENUE PHILADELPHIA PA 19115 | 02/05/2014 | 02/05/2019 |
| DOL | DOL | | ACCURATE MECHANICAL OF PHILADELPHIA LLC | | 9547 BUSTLETON AVENUE PHILADELPHIA PA 19115 | 02/05/2014 | 02/05/2019 |
| DOL | DOL | *****3344 | ACT INC | | 6409 LAND O LAKES BLVD LAND O LAKES FL 34638 | 11/10/2015 | 11/10/2020 |
| DOL | NYC | | ADRIANA SELA | C/O COLONIAL ROOFING COMPANY INC | 247 48TH STREET BROOKLYN NY 11220 | 02/05/2014 | 02/05/2019 |
| DOL | DOL | *****1687 | ADVANCED SAFETY SPRINKLER INC | | 261 MILL ROAD P O BOX 296EAST AURORA NY 14052 | 07/29/2015 | 07/29/2020 |
| DOL | NYC | *****6775 | ADVENTURE MASONRY CORP. | | 1535 RICHMOND AVENUE STATEN ISLAND NY 10314 | 12/13/2017 | 12/13/2022 |
| DOL | DOL | | AJ TORCHIA | | 10153 ROBERTS RD SAUQUOIT NY 13456 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | *****3344 | ALL CATASTROPHE CONSTRUCTION TEAM INC | ACT INC | 6409 LAND O LAKES BLVD LAND O LAKES FL 34638 | 11/10/2015 | 11/10/2020 |
| DOL | DOL | *****8740 | ALLSTATE ENVIRONMENTAL CORP | | C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710 | 03/18/2011 | 03/19/2020 |
| DOL | DOL | | AMADEO J TORCHIA | TORCHIA'S HOME IMPROVEMENT | 10153 ROBERTS RD SAUQUOIT NY 13456 | 08/09/2016 | 08/09/2021 |
| DOL | NYC | | ANISUL ISLAM | | C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230 | 09/02/2015 | 09/02/2020 |
| DOL | DOL | *****7004 | ANNEX CONTRACTING LTD | | 3005 WYNSUM AVENUE MERRICK NY 11566 | 08/18/2014 | 08/18/2019 |
| DOL | DOL | *****7004 | ANNEX GENERAL CONTRACTING INC | | 3005 WYNSUM AVENUE MERRICK NY 11566 | 08/18/2014 | 08/18/2019 |
| DOL | DA | | ANTHONY CARDINALE | | 58-48 59TH STREET MASPETH NY 11378 | 05/16/2012 | 05/08/2020 |
| DOL | DOL | | ANTHONY J MINGARELLI JR | | C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218 | 07/08/2015 | 07/08/2020 |
| DOL | DOL | | ANTHONY PERGOLA | | 3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323 | 01/23/2017 | 01/23/2022 |
| DOL | DOL | | ANTONIO ESTIVEZ | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****3020 | APCO CONTRACTING CORP | | 24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050 | 09/24/2012 | 09/02/2020 |
| DOL | DOL | *****3219 | APOLLO CONSTRUCTION SERVICES CORP | APOLLO PAINTING CO | 157 TIBBETTS ROAD YONKERS NY 10705 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | | APOLLO PAINTING CO | | 157 TIBBETTS ROAD YONKERS NY 10705 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | *****3295 | APOLLO PAINTING CORP | | 3 ALAN B SHEPART PLACE YONKERS NY 10705 | 03/12/2014 | 03/12/2019 |
| DOL | AG | *****0194 | APPLIED CONSTRUCTION INC | | 46 RUGBY ROAD WESTBURY NY 11590 | 11/20/2013 | 11/20/2018 |
| DOL | NYC | *****8403 | AQUA JET PAINTING CORP | | 10 VIKING DRIVE WEST ISLIP NY 11795 | 04/16/2014 | 04/16/2019 |
| DOL | NYC | *****9232 | ARKAY CONSTRUCTION INC | | 102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109 | 07/15/2015 | 07/15/2020 |
| DOL | DOL | *****3953 | ASCAPE LANDSCAPE & CONSTRUCTION CORP | | 634 ROUTE 303 BLAUVELT NY 10913 | 07/26/2012 | 11/19/2018 |
| DOL | NYC | *****4779 | ASTORIA GENERAL CONTRACTING CORP | | 35-34 31ST STREET LONG ISLAND CITY NY 11106 | 09/02/2015 | 09/02/2020 |
| DOL | NYC | *****7217 | ASTRO COMMUNICATIONS OF NY CORP | | 79 ALEXANDER AVE. STE 36A BRONX NY 10454 | 10/30/2015 | 10/30/2020 |
| DOL | NYC | *****6046 | ATLANTIC SUN CONSTRUCTION CORP | | 58-46 59TH AVENUE MASPETH NY 11378 | 05/08/2015 | 05/08/2020 |
| DOL | NYC | *****6883 | ATLAS RESTORATION CORP. | | 35-12 19TH AVENUE ASTORIA NY 11105 | 08/02/2017 | 08/02/2022 |



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYS DOL Bureau of Public Work Debarment List 10/11/2018

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|-----|-----|-----------|--|--|--|------------|------------|
| DOL | NYC | | AUDLEY O'BRIEN | | 1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804 | 04/07/2015 | 04/07/2020 |
| DOL | DOL | | AVIS R HILL | | 3510 HICKORY WALK LANE ELLENWOOD GA 32094 | 01/22/2015 | 01/22/2020 |
| DOL | AG | | AVTAR SINGH | | 116-24 127TH STREET SOUTH OZONE PARK NY 11420 | 12/22/2015 | 12/22/2020 |
| DOL | AG | | BALDEV SINGH | | 116-24 127TH STREET SOUTH OZONE PARK NY 11420 | 12/22/2015 | 12/22/2020 |
| DOL | DOL | | BARBARA CASSIDY | | 7 BLENIS PLACE VALHALLA NY 10595 | 04/02/2015 | 04/02/2020 |
| DOL | DOL | | BARRY KINNEY | | 6409 LAND O LAKES BLVD LAND O LAKES FL 34638 | 11/10/2015 | 11/10/2020 |
| DOL | NYC | *****3915 | BEACON RESTORATION INC | | SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462 | 04/21/2016 | 04/21/2021 |
| DOL | DOL | | BEVERLY F WILLIAMS | | 1238 PRESIDENT STREET BROOKLYN NY 11225 | 11/18/2013 | 11/18/2018 |
| DOL | DOL | | BIAGIO CANTISANI | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****8551 | BRANDY'S MASONRY | | 216 WESTBROOK STREET P O BOX 304 SAYRE PA 18840 | 08/09/2016 | 08/09/2021 |
| DOL | NYC | *****6555 | BROOKLYN WELDING CORP | | 1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804 | 04/07/2015 | 04/07/2020 |
| DOL | DOL | *****1449 | BRRESTORATION NY INC | | 140 ARCADIA AVENUE OSWEGO NY 13126 | 09/12/2016 | 09/12/2021 |
| DOL | DOL | | BRUCE MORSEY | | C/O KENT HOLLOW SIDING LL 29A BRIDGE STREET NEW MILFORD CT 06776 | 01/15/2016 | 01/15/2021 |
| DOL | DOL | *****6156 | C & J LANDSCAPING & MAINTENANCE INC | | 520 PINE HILL ROAD CHESTER NY 10940 | 06/23/2014 | 06/23/2019 |
| DOL | DOL | *****8809 | C.B.E. CONTRACTING CORPORATION | | 310 MCGUINNESS BLVD GREENPOINT NY 11222 | 03/07/2017 | 03/07/2022 |
| DOL | DOL | | CANTISANI & ASSOCIATES LTD | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CANTISANI HOLDING LLC | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARIBBEAN POOLS | | C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVE BINGHAMTON NY 13904 | 02/04/2016 | 02/04/2021 |
| DOL | DOL | *****3812 | CARMODY "2" INC | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****1143 | CARMODY BUILDING CORP | CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP. | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY CONCRETE CORPORATION | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY ENTERPRISES, LTD. | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY INC | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****3812 | CARMODY INDUSTRIES INC | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY MAINTENANCE CORPORATION | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY MASONRY CORP | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | NYC | *****9172 | CASSIDY EXCAVATING INC | | 14 RAILROAD AVENUE VALHALLA NY 10595 | 05/15/2014 | 04/02/2020 |
| DOL | DOL | *****6745 | CATSKILL FENCE INSTALLATIONS INC | | 5445 ROUTE 32 CATSKILL NY 12414 | 08/22/2014 | 08/22/2019 |
| DOL | DOL | *****8809 | CBE CONTRACTING CORP | | 142 EAST MARKET STREET LONG BEACH NY 11561 | 03/07/2017 | 03/07/2022 |
| DOL | AG | | CESAR J AGUDELO | | 81-06 34TH AVENUE APT. 6E JACKSON HEIGHTS NY 11372 | 02/07/2018 | 02/07/2023 |
| DOL | DOL | *****7655 | CHAMPION CONSTRUCTION SERVICES CORP | | 2131 SCHENECTADY AVENUE BROOKLYN NY 11234 | 11/18/2015 | 11/18/2020 |
| DOL | NYC | | CHARLES CASSIDY JR | | 14 RAILROAD AVENUE VALHALLA NY 10595 | 05/15/2014 | 04/02/2020 |
| DOL | DOL | | CHARLES ZIMMER JR | | 216 WESTBROOK STREET P O BOX 304 SAYRE PA 18840 | 08/09/2016 | 08/09/2021 |

NYS DOL Bureau of Public Work Debarment List 10/11/2018

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|-----|-----|-----------|---------------------------------------|--------------------|---|------------|------------|
| DOL | DOL | | CHRISTINE J HEARNE | | C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308 | 12/01/2015 | 12/01/2020 |
| DOL | DOL | *****3360 | CITY LIMITS GROUP INC | | 2279 HOLLERS AVENUE BRONX NY 10475 | 01/07/2014 | 06/23/2019 |
| DOL | DOL | *****0671 | CJ-HEARNE CONSTRUCTION CO | | SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308 | 12/01/2015 | 12/01/2020 |
| DOL | NYC | *****2905 | COLONIAL ROOFING COMPANY INC | | 247 48TH STREET BROOKLYN NY 11220 | 02/05/2014 | 02/05/2019 |
| DOL | NYC | *****3182 | COLORTECH INC | | 5990 58TH AVENUE MASPETH NY 11378 | 11/18/2013 | 11/18/2018 |
| DOL | DOL | *****2703 | CONKLIN'S TECH- MECHANICAL INC | | 5 PARKER AVENUE POUGHKEEPSIE NY 12601 | 03/25/2014 | 03/25/2019 |
| DOL | NYC | *****4468 | CRAFT CONTRACTING GROUP INC | | 3256 BRUNER AVENUE BRONX NY 10469 | 07/29/2014 | 07/29/2019 |
| DOL | NYC | *****8507 | CRAFT FENCE INC | | 3256 BRUNER AVENUE BRONX NY 10469 | 07/29/2014 | 07/29/2019 |
| DOL | NYC | *****2164 | CREATIVE TRUCKING INC | | 58-83 54TH STREET MASPETH NY 11378 | 02/26/2016 | 02/26/2021 |
| DOL | DOL | *****7781 | D L MALARKEY CONSTRUCTION | | 64 VICTORIA DRIVE BINGHAMTON NY 13904 | 02/04/2016 | 02/04/2021 |
| DOL | DOL | *****7888 | D L MALARKEY CONSTRUCTION INC | | 64 VICTORIA DRIVE BINGHAMTON NY 13904 | 02/04/2016 | 02/04/2021 |
| DOL | DOL | *****5629 | DAKA PLUMBING AND HEATING LLC | | 2561 ROUTE 55 POUGHQUAG NY 12570 | 02/19/2016 | 02/19/2021 |
| DOL | DOL | | DANICA IVANOSKI | | 61 WILLETT ST. PASSAIC NJ 07503 | 10/26/2016 | 10/26/2021 |
| DOL | DOL | | DARYL T RIEKS | | C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROADAUBURN NY 13021 | 05/01/2015 | 05/01/2020 |
| DOL | NYC | *****7707 | DASSLE CONTRACTING INC | | 213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360 | 05/08/2015 | 05/08/2020 |
| DOL | DOL | | DAVID MARTINEZ | | C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746 | 03/08/2016 | 03/08/2021 |
| DOL | NYC | | DAWN AVILA AKA DAWN BECHTOLD | | 1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001 | 06/24/2014 | 06/24/2019 |
| DOL | NYC | | DAWN BECHTOLD AKA DAWN AVILA | | 1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001 | 06/24/2014 | 06/24/2019 |
| DOL | DOL | | DEBBIE STURDEVANT | | 29 MAPLEWOOD DRIVE BINGHAMTON NY 13901 | 02/21/2017 | 02/21/2022 |
| DOL | AG | | DEBRA MARTINEZ | | 31 BAY ST BROOKLYN NY 11231 | 03/28/2018 | 03/28/2023 |
| DOL | NYC | *****3865 | DECOMA BUILDING CORPORATION | | 134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018 | 12/30/2013 | 12/30/2018 |
| DOL | DOL | | DEDA GAZIVODAN | | C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570 | 02/19/2016 | 02/19/2021 |
| DOL | DOL | | DENNIS SCHWANDTNER | | C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | *****9868 | DESANTIS ENTERPRISES | | 161 OSWEGO RIVER ROAD PHOENIX NY 13135 | 09/24/2013 | 11/18/2018 |
| DOL | DOL | | DF CONTRACTORS OF ROCHESTER, INC. | | 1835 DAANSEN RD. PALMYRA NY 14522 | 05/16/2017 | 05/16/2022 |
| DOL | DOL | | DF CONTRACTORS, INC. | | 1835 DAANSEN RD. PALMYRA NY 14522 | 05/16/2017 | 05/16/2022 |
| DOL | DOL | *****9252 | DI BERNARDO TILE AND MARBLE CO INC | | 15 WALKER WAY ALBANY NY 12205 | 03/21/2014 | 03/21/2019 |
| DOL | NYC | | DIMITRIOS KOUTSOUKOS | | C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106 | 09/02/2015 | 09/02/2020 |
| DOL | NYC | | DIMITRIOS TSOUMAS | | 35-12 19TH AVENUE ASTORIA NY 11105 | 08/02/2017 | 08/02/2022 |
| DOL | DOL | *****3242 | DONALD R. FORSAY | DF LAWN SERVICE | 1835 DAANSEN RD. PALMYRA NY 14522 | 05/16/2017 | 05/16/2022 |
| DOL | DOL | | DONALD R. FORSAY | | 1835 DAANSEN RD. PALMYRA NY 14522 | 05/16/2017 | 05/16/2022 |

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| DOL | DOL | | DORIS SKODA | | C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050 | 09/24/2012 | 09/02/2020 |
| DOL | NYC | *****7404 | DOSANJH CONSTRUCTION CORP | | 9439 212TH STREET QUEENS VILLAGE NY 11428 | 02/25/2016 | 02/25/2021 |
| DOL | DOL | | DOUGLAS L MALARKEY | MALARKEY CONSTRUCTION | 64 VICTORIA DRIVE BINGHAMTON NY 13904 | 02/04/2018 | 02/04/2021 |
| DOL | DOL | *****6982 | DUFOR GROUP INC | DUFOR MASONRY | 353 WEST 56TH STREET #7M NEW YORK NY 10019 | 06/10/2014 | 06/10/2019 |
| DOL | DOL | | DUFOR MASONRY | | 353 WEST 56TH ST #7M NEW YORK NY 10019 | 06/10/2014 | 06/10/2019 |
| DOL | DOL | | DUFOR MASONRY & RESTORATION INC | | 123 ALBANY NY | 06/10/2014 | 06/10/2019 |
| DOL | DOL | *****5840 | DYNA CONTRACTING INC | | 363 88TH STREET BROOKLYN NY 11209 | 11/18/2013 | 11/18/2018 |
| DOL | DOL | | E C WEBB | | 6409 LAND O LAKES BLVD LAND O LAKES FL 34638 | 11/10/2015 | 11/10/2020 |
| DOL | DOL | | EARL L WILSON | WILSON BROTHER DRYWALL CONTRACTORS | 36 ABERSOLD STREET ROCHESTER NY 14621 | 08/31/2015 | 08/31/2020 |
| DOL | DOL | *****1496 | EAST COAST DRYWALL INC | | 1238 PRESIDENT STREET BROOKLYN NY 11225 | 11/18/2013 | 11/18/2018 |
| DOL | DOL | | EAST COAST PAVING | | 2238 BAKER RD GILLET PA 16923 | 03/12/2018 | 03/12/2023 |
| DOL | NYC | | EDWARD MENKEN | | C/O AQUA JET PAINTING 10 VIKING DRIVE WEST ISLIP NY 11795 | 04/16/2014 | 04/16/2019 |
| DOL | NYC | *****0900 | EF PRO CONTRACTING INC | | 147 BROOME AVENUE ATLANTIC BEACH NY 11509 | 03/03/2014 | 03/03/2019 |
| DOL | NYC | | EFSTRATIOS BERNARDIS | | 23-73 48TH STREET LONG ISLAND CITY NY 11103 | 04/24/2014 | 04/24/2019 |
| DOL | DOL | | ELIZABETH RAMADANI | | C/O RAMADA CONSTRUCTION 80 SAVO LOOP STATEN ISLAND NY 10309 | 01/07/2014 | 01/07/2019 |
| DOL | DOL | | ELLEN DESANTIS | DESANTIS ENTERPRISES | 161 OSWEGO RIVER ROAD PHOENIX NY 13135 | 09/24/2013 | 11/18/2018 |
| DOL | DOL | *****0780 | EMES HEATING & PLUMBING CONTR | | 5 EMES LANE MONSEY NY 10952 | 01/20/2002 | 01/20/3002 |
| DOL | AG | | EMILIO FRANZA | | 90 JUNIUS STREET BROOKLYN NY 11212 | 01/23/2014 | 01/23/2019 |
| DOL | DOL | | EMPIRE CONCRETE SERVICES LLC | | 101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534 | 11/18/2013 | 01/07/2019 |
| DOL | DOL | *****0511 | EMPIRE CONCRETE SYSTEMS LLC | | 101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534 | 11/18/2013 | 01/07/2019 |
| DOL | DOL | *****2353 | EMPIRE CONSTRUCTORS LLC | | 101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534 | 11/18/2013 | 01/07/2019 |
| DOL | DOL | | EMPIRE PRECAST LLC | | 101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534 | 11/18/2013 | 01/07/2019 |
| DOL | DOL | *****3270 | EMPIRE TILE INC | | 6 TREMONT COURT HUNTINGTON STATION NY 11746 | 03/08/2016 | 03/08/2021 |
| DOL | NYC | | EVERTON CARLESS | | 134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018 | 12/30/2013 | 12/30/2018 |
| DOL | DOL | *****7403 | F & B PAINTING CONTRACTING INC | | 2 PARKVIEW AVENUE HARRISON NY 10604 | 09/26/2016 | 09/26/2021 |
| DOL | DOL | | F KALAFATIS | | 2279 HOLLERS AVENUE BRONX NY 10475 | 01/07/2014 | 06/23/2019 |
| DOL | DOL | | FANTASTIC PAINTING | | 493 LANSING ROAD FULTONVILLE NY 12072 | 11/18/2013 | 11/18/2018 |
| DOL | DOL | | FAY MATTHEW | | C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN NY 11234 | 11/18/2015 | 11/18/2020 |
| DOL | DOL | | FAZIA GINA ALI-MOHAMMED | C/O CHAMPION CONSTRUCTION | 2131 SCHENECTADY AVENUE BROOKLYN NY 11234 | 11/18/2015 | 11/18/2020 |
| DOL | DOL | *****1311 | FLOZ-ON PAINTING & DECORATING INC | | 12 DUNDERBERG ROAD TOMKINS NY 10986 | 10/16/2013 | 10/16/2018 |
| DOL | DOL | *****8961 | FLOZ-ON PAINTING INC | | 12 DUNDERBERG ROAD TOMKINS NY 10986 | 10/16/2013 | 10/16/2018 |
| DOL | DOL | | FRAN MICELI | | 2279 HOLLERS AVENUE BRONX NY 10475 | 01/07/2014 | 06/23/2019 |

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| DOL | DOL | | FRANCES KALAFATIS | | 2279 HOLLERS AVENUE BRONX NY 10475 | 01/07/2014 | 06/23/2019 |
| DOL | DOL | | FRANCES KALAFATIS-MICELI | | 2279 HOLLERS AVENUE BRONX NY 10475 | 01/07/2014 | 06/23/2019 |
| DOL | DOL | | FRANK BENEDETTO | | C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUE HARRISON NY 10604 | 09/26/2016 | 09/26/2021 |
| DOL | DOL | | FRANK DEMARTINO | | 101-61 99TH STREET OZONE PARK NY 11416 | 02/15/2017 | 02/15/2022 |
| DOL | DOL | | FRANK DEMARTINO | | 101-61 99TH STREET OZONE PARK NY 11416 | 02/15/2017 | 02/15/2022 |
| DOL | DOL | | FRANK J MERCANDO | | 134 MURRAY AVENUE YONKERS NY 10704 | 12/11/2009 | 02/03/2019 |
| DOL | DOL | | FRANK MICELI JR | C/O FRANK MICELI JR CONTRACTIN G INC | 19 CLIFF STREET NEW ROCHELLE NY 10801 | 10/16/2013 | 10/16/2018 |
| DOL | DOL | *****1321 | FRANK MICELI JR CONTRACTING INC | | 19 CLIFF STREET NEW ROCHELLE NY 10801 | 10/16/2013 | 10/16/2018 |
| DOL | DOL | *****2724 | FRESH START PAINTING CORP | | 157 TIBBETS ROAD YONKERS NY 10705 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | | G FUCCI CONSTRUCTION SERVICES | | 3 ALAN B SHEPARD PLACE YONKERS NY 10705 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | *****6767 | G FUCCI PAINTING INC | | C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FL NEW YORK NY 10038 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | *****4546 | GAF PAINTING LLC | | 157 TIBBETS ROAD YONKERS NY 10705 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | | GALINDA ROTENBERG | | C/O GMDV TRANS INC 67-48 182ND STREET FRESH MEADOWS NY 11365 | 06/24/2016 | 06/24/2021 |
| DOL | DOL | | GARDEN STATE PAINTING | | 157 TIBBETS ROAD YONKERS NY 10705 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | | GEORGE DI BERNARDO | | C/O DI BERNARDO TILE 15 WALKER WAY ALBANY NY 12205 | 03/21/2014 | 03/21/2019 |
| DOL | DA | | GEORGE LUCEY | | 150 KINGS STREET BROOKLYN NY 11231 | 01/19/1998 | 01/19/2998 |
| DOL | DOL | *****5674 | GMDV TRANS INC | | 67-48 182ND STREET FRESH MEADOWS NY 11365 | 06/24/2016 | 06/24/2021 |
| DOL | DOL | *****0090 | GOLDS FLOORING INSTALLATIONS INC | | 25 HAMILTON ROAD MONTICELLO NY 12701 | 10/16/2013 | 10/16/2018 |
| DOL | DOL | | GREGORY A FUCCI | | C/O PAF PAINTING SERVICES 157 TIBBETS ROAD YONKERS NY 10705 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | | GREGORY FUCCI JR | | C/O APOLLO CONSTRUCTION 157 TIBBETS ROAD YONKERS NY 10705 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | | GREGORY S. OLSON | | P.O BOX 100 200 LATTA BROOK PARK HORSEHEADS NY 14845 | 03/08/2018 | 03/08/2023 |
| DOL | NYC | *****0346 | H N H CONTRACTORS CORP | | 4558 BROADWAY # 6 NEW YORK NY 10040 | 08/04/2014 | 08/04/2019 |
| DOL | NYC | | HAMEEDUL HASAN | | 240 HOME STREET TEANECK NJ 07686 | 08/04/2014 | 08/04/2019 |
| DOL | NYC | | HARMEL SINGH | | 15 CLINTON LANE HICKSVILLE NY 11801 | 02/25/2016 | 02/25/2021 |
| DOL | NYC | | HAROLD KUEMMEL | | 58-83 54TH STREET MASPETH NY 11378 | 02/26/2016 | 02/26/2021 |
| DOL | AG | | HARVINDER SINGH PAUL | | 90 JUNIUS STREET BROOKLYN NY 11212 | 01/23/2014 | 01/23/2019 |
| DOL | DOL | | HENRY VAN DALRYMPLE | | 2663 LANTERN LANE ATLANTA GA 30349 | 12/01/2015 | 12/01/2020 |
| DOL | DOL | *****6370 | HILLIANO CONSTRUCTION & ELECTRICAL INC | | 354 MAGNOLIA STREET ROCHESTER NY 14611 | 01/22/2015 | 01/22/2020 |
| DOL | DOL | *****8282 | IDEMA DEVELOPMENT INC | | 91 COLLEGE AVENUE POUGHKEEPSIE NY 12603 | 12/04/2015 | 12/04/2020 |
| DOL | DOL | *****8282 | IDEMA GENERAL CONTRACTORS INC | | 91 COLLEGE AVENUE POUGHKEEPSIE NY 12603 | 12/04/2015 | 12/04/2020 |
| DOL | DOL | *****7001 | INTEGRATED CONSTRUCTION & POWER SYSTEMS INC | | SUITE 100 2105 W GENESEE STREETS YRACUSE NY 13219 | 01/08/2016 | 01/08/2021 |
| DOL | DOL | *****5131 | INTEGRITY MASONRY, INC. | M&R CONCRETE | 722 8TH AVE WATERVLIET NY 12189 | 06/05/2018 | 06/05/2023 |
| DOL | AG | | J A M CONSTRUCTION CORP | | SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457 | 04/07/2016 | 04/07/2021 |

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| DOL | DOL | *****7598 | J M RICH LLC | | P O BOX 268 STILLWATER NY 12170 | 09/16/2013 | 03/21/2019 |
| DOL | DOL | *****3478 | J N P CONSTRUCTION CORP | | 50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606 | 03/21/2014 | 03/21/2019 |
| DOL | DOL | | J N RICH LLC | | P O BOX 268 STILLWATER NY 12170 | 09/16/2013 | 03/21/2019 |
| DOL | DOL | *****4910 | J V MAGIC TOUCH CORPORATION | | 94-25 57TH AVENUE, APT 5G ELMHURST NY 11373 | 01/12/2015 | 01/12/2020 |
| DOL | DOL | | J A HIRES CADWALLADER | | P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845 | 03/08/2018 | 03/08/2023 |
| DOL | DOL | | JACQUELINE HOWE | | C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986 | 10/16/2013 | 10/16/2018 |
| DOL | DOL | | JAMES B RHYNDERS | | 91 COLLEGE AVENUE POUGHKEEPSIE NY 12603 | 12/04/2015 | 12/04/2020 |
| DOL | DOL | | JAMES BOYCE | | C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534 | 11/18/2013 | 01/07/2019 |
| DOL | DOL | | JAMES C. DELGIACCO | | 722 8TH AVE WATERVLIET NY 12189 | 06/05/2018 | 06/05/2023 |
| DOL | DOL | | JAMES E RHYNDERS | | 91 COLLEGE AVENUE POUGHKEEPSIE NY 12603 | 12/04/2015 | 12/04/2020 |
| DOL | AG | | JAMES FALCONE | | SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457 | 04/07/2016 | 04/07/2021 |
| DOL | DOL | | JAMES RHYNDERS SR | | 91 COLLEGE AVENUE POUGHKEEPSIE NY 12603 | 12/04/2015 | 12/04/2020 |
| DOL | DOL | | JAMES SICKAU | | 3090 SHIRLEY ROAD NORTH COLLINS NY 14111 | 04/19/2011 | 07/08/2020 |
| DOL | DOL | | JASON M RICH | | P O BOX 268 STILLWATER NY 12170 | 09/16/2013 | 03/21/2019 |
| DOL | DOL | | JASON W MILLIMAN | | C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468 | 02/19/2016 | 02/19/2021 |
| DOL | DOL | | JEFF P BRADLEY | | 520 PINE HILL ROAD CHESTER NY 10940 | 06/23/2014 | 06/23/2019 |
| DOL | NYC | | JEFFREY CASSIDY | | 14 RAILROAD AVENUE VALHALLA NY 10595 | 05/15/2014 | 04/02/2020 |
| DOL | DOL | | JERALD HOWE | | C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986 | 10/16/2013 | 10/16/2018 |
| DOL | DOL | | JEROME LACITIGNOLA | | C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414 | 08/22/2014 | 08/22/2019 |
| DOL | DOL | | JESSICA WHITESIDE | | C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126 | 09/12/2016 | 09/12/2021 |
| DOL | AG | | JOHN ANTHONY MASSINO | | 36-49 204TH STREET BAYSIDE NY 11372 | 02/07/2018 | 02/07/2023 |
| DOL | DOL | | JOHN F. CADWALLADER | | 200 LATTA BROOK PARK HORSEHEADS NY 14845 | 03/08/2018 | 03/08/2023 |
| DOL | DOL | *****4612 | JOHN F. CADWALLADER, INC. | THE GLASS COMPANY | P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845 | 03/08/2018 | 03/08/2023 |
| DOL | AG | *****0600 | JOHNCO CONTRACTING, INC. | | 36-49 204TH STREET BAYSIDE NY 11372 | 02/07/2018 | 02/07/2023 |
| DOL | DOL | | JON E DEYOUNG | | 281 MILL ROAD P O BOX 296EAST AURORA NY 14052 | 07/29/2015 | 07/29/2020 |
| DOL | DOL | | JORGE VILLALOBOS | | 94-25 57TH AVENUE - APT 5 ELMHURST NY 11373 | 01/12/2015 | 01/12/2020 |
| DOL | DOL | | JOSE MONTAS | | 27 BUTLER PLACE YONKERS NY 10710 | 03/18/2011 | 03/19/2020 |
| DOL | AG | | JOSEPH FALCONE | | SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457 | 04/07/2016 | 04/07/2021 |
| DOL | DOL | *****9273 | JOSEPH M LOVETRO | | P O BOX 812 BUFFALO NY 14220 | 08/09/2016 | 08/09/2021 |
| DOL | NYC | | JOSEPH MARTINO | | 1535 RICHMOND AVENUE STATEN ISLAND NY 10314 | 12/13/2017 | 12/13/2022 |
| DOL | DOL | | JOSHUA DEBOWSKY | | 9547 BUSTLETON AVENUE PHILADELPHIA PA 19115 | 02/05/2014 | 02/05/2019 |
| DOL | DOL | | JUANA MARTINEZ | | C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710 | 03/19/2015 | 03/19/2020 |

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| DOL | DOL | ****4340 | JUBCO SITE DEVELOPMENT LLC | | 462 LAKEVIEW AVENUE VALHALLA NY 10985 | 12/16/2013 | 12/16/2018 |
| DOL | DOL | | JULIUS AND GITA BEHREND | | 5 EMES LANE MONSEY NY 10952 | 11/20/2002 | 11/20/3002 |
| DOL | DOL | ****5062 | K R F SITE DEVELOPMENT INC | | 375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579 | 01/23/2017 | 01/23/2022 |
| DOL | NYC | | KATHLEEN SELA | C/O COLONIAL ROOFING COMPANY INC | 247 48TH STREET BROOKLYN NY 11220 | 02/05/2014 | 02/05/2019 |
| DOL | DOL | | KATIE BURDICK | | 2238 BAKER RD GILLETT PA 16923 | 03/12/2018 | 03/12/2023 |
| DOL | DOL | | KENNETH FIORENTINO | | 375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579 | 01/23/2017 | 01/23/2022 |
| DOL | DOL | ****9732 | KENT HOLLOW SIDING LLC | | 29A BRIDGE STREET NEW MILFORD CT 06776 | 01/15/2016 | 01/15/2021 |
| DOL | DOL | | KEVIN BABCOCK JR | | P O BOX 46 THOMPSON RIDGE NY 10985 | 08/22/2014 | 08/22/2019 |
| DOL | DOL | | KEVIN M BABCOCK | | P O BOX 46 THOMPSON RIDGE NY 10985 | 08/22/2014 | 08/22/2019 |
| DOL | DOL | | KIM SOROCENSKI | | C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776 | 11/19/2015 | 11/19/2020 |
| DOL | DOL | ****3490 | L & M CONSTRUCTION/DRYWALL INC. | | 1079 YONKERS AVE YONKERS NY 10704 | 08/07/2018 | 08/07/2023 |
| DOL | DA | ****8816 | LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION | | 150 KINGS STREET BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | DOL | ****6224 | LAKESIDE FIRE SPRINKLERS LLC | | 125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750 | 06/24/2015 | 06/24/2020 |
| DOL | AG | ****4643 | LALO DRYWALL, INC. | | 221 OLD FORD ROAD NEW PLATZ NY 12561 | 05/20/2016 | 05/20/2021 |
| DOL | DOL | ****4505 | LARAPINTA ASSOCIATES INC | | 29 MAPLEWOOD DRIVE BINGHAMTON NY 13901 | 02/21/2017 | 02/21/2022 |
| DOL | DOL | | LAVERN GLAVE | | 161 ROBYN RD MONROE NY 10950 | 09/15/2014 | 09/15/2019 |
| DOL | DOL | | LAVERN GLAVE | | 161 ROBYN RD MONROE NY 10950 | 01/30/2018 | 01/30/2023 |
| DOL | DOL | | LAWRENCE J RUGGLES | | P O BOX 371 ROUND LAKE NY 12151 | 05/12/2014 | 05/12/2019 |
| DOL | DOL | ****1364 | LEAD CONSTRUCTION SERVICES INC | | 3 ALAN B SHEPARD PLACE YONKERS NY 10705 | 03/19/2015 | 03/19/2020 |
| DOL | DOL | ****4388 | LEN J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 06/24/2016 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 06/24/2016 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 01/17/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 08/14/2017 | 09/19/2022 |
| DOL | AG | | LEONID FRIDMAN | | APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235 | 01/23/2014 | 01/23/2019 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 08/14/2017 | 08/14/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 01/17/2017 | 09/19/2022 |
| DOL | DOL | | LINDSEY R CRILL | | 143 FILLMORE AVENUE BUFFALO NY 14210 | 01/08/2015 | 01/08/2020 |
| DOL | DA | ****4460 | LONG ISLAND GLASS & STOREFRONTS, LLC | | 4 MANHASSET TRL RIDGE NY 11961 | 09/06/2018 | 09/06/2023 |

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| DOL | AG | *****4216 | LOTUS-C CORP. | | 81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372 | 02/07/2018 | 02/07/2023 |
| DOL | AG | | LUIS MARTINEZ | LALO DRYWALL | 211 MAIN ST. NEW PALTZ NY 12561 | 05/20/2016 | 05/20/2021 |
| DOL | DOL | | M ANVER BEIG | | 142 EAST MARKET STREET LONG BEACH NY 11561 | 03/07/2017 | 03/07/2022 |
| DOL | AG | *****6957 | M B DIN CONSTRUCTION INC | | 8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214 | 11/17/2015 | 11/17/2020 |
| DOL | NYC | *****6317 | M S QUALITY CONSTRUCTION LLC | | 27 MAPLEWOOD AVENUE COLONIA NJ 07067 | 02/04/2015 | 02/04/2020 |
| DOL | DOL | | M. ANVER BEIG | | 142 EAST MARKET STREET LONG BEACH NY 11561 | 03/07/2017 | 03/07/2022 |
| DOL | NYC | | MACIEJ SONTOWSKI | | 27 MAPLEWOOD AVENUE COLONIA NJ 07067 | 02/04/2015 | 02/04/2020 |
| DOL | NYC | *****9590 | MACK GLASSNAUTH IRON WORKS INC | | 137 LIBERTY AVENUE BROOKLYN NY 11212 | 12/21/2015 | 12/21/2020 |
| DOL | NYC | *****3141 | MACKEY REED ELECTRIC INC | | 1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001 | 06/24/2014 | 06/24/2019 |
| DOL | DOL | *****1784 | MADISON AVE CONSTRUCTION CORP | | 39 PENNY STREET WEST ISLIP NY 11795 | 11/02/2016 | 11/02/2021 |
| DOL | DOL | | MALARKEY'S BAR & GRILL LLC | | 64 VICTORIA DRIVE BINGHAMTON NY 13904 | 02/04/2016 | 02/04/2021 |
| DOL | DOL | *****0705 | MALARKEY'S PUB & GRUB LLC | | 64 VICTORIA DRIVE BINGHAMTON NY 13904 | 02/04/2016 | 02/04/2021 |
| DOL | DA | | MANUEL P TOBIO | | 150 KINGS STREET BROOKLYN NY 14444 | 08/19/1998 | 08/19/2998 |
| DOL | DA | | MANUEL TOBIO | | 150 KINGS STREET BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | DOL | | MARIACHI'S PIZZERIA | | C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904 | 02/04/2016 | 02/04/2021 |
| DOL | DOL | | MARK MIONIS | | 6409 LAND O LAKES BLVD LAND O LAKES FL 34638 | 11/10/2015 | 11/10/2020 |
| DOL | DOL | | MARVIN A STURDEVANT | | 29 MAPLEWOOD DRIVE BINGHAMTON NY 13901 | 02/21/2017 | 02/21/2022 |
| DOL | DOL | | MASONRY CONSTRUCTION, INC. | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****3333 | MASONRY INDUSTRIES, INC. | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | MATTHEW IDEMA GENERAL CONTRACTORS INC | | 91 COLLEGE AVENUE POUGHKEEPSIE NY 12603 | 12/04/2015 | 12/04/2020 |
| DOL | DOL | | MAURICE GAWENO | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****6416 | MCCALL MASONRY | | P O BOX 304 SAYRE PA 18840 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | *****4259 | MERCANDO CONTRACTING CO INC | | 134 MURRAY AVENUE YONKERS NY 10704 | 12/11/2009 | 02/03/2019 |
| DOL | DOL | *****0327 | MERCANDO INDUSTRIES LLC | | 134 MURRAY AVENUE YONKERS NY 10704 | 12/11/2009 | 02/03/2019 |
| DOL | NYC | *****5330 | METRO DUCT SYSTEMS INC | | 1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102 | 04/16/2014 | 11/19/2020 |
| DOL | DOL | *****3368 | MICEK CONSTRUCTION CO INC | | 20 CROSS STREET FALCONER NY 14733 | 12/02/2014 | 12/02/2019 |
| DOL | DOL | | MICHAEL A PASCARELLA | | SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219 | 01/06/2016 | 01/06/2021 |
| DOL | NYC | | MICHAEL HIRSCH | | C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956 | 01/28/2016 | 01/28/2021 |
| DOL | DOL | | MICHAEL KTISTAKIS | | 363 88TH STREET BROOKLYN NY 11209 | 11/18/2013 | 11/18/2018 |
| DOL | DOL | | MICHAEL LENIHAN | | 1079 YONKERS AVE UNIT 4YONKERS NY 10704 | 08/07/2018 | 08/07/2023 |
| DOL | AG | | MICHAEL RIGLIETTI | | 31 BAY ST BROOKLYN NY 11231 | 03/28/2018 | 03/28/2023 |
| DOL | DOL | | MICHAEL WILSON | WILSON BROTHER DRYWALL CONTRACTOR S | 36 ABERSOLD STREET ROCHESTER NY 14621 | 08/31/2015 | 08/31/2020 |
| DOL | NYC | | MILANCE HADZIC | | 22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503 | 03/11/2015 | 03/11/2020 |
| DOL | AG | | MOHAMMAD RIAZ | | 46 RUGBY ROAD WESTBURY NY 11590 | 11/20/2013 | 11/20/2018 |

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| DOL | AG | | MOHAMMED N CHATHA | | 8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214 | 11/17/2015 | 11/17/2020 |
| DOL | DOL | *****2737 | MOUNTAIN'S AIR INC | | 2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229 | 09/24/2012 | 09/18/2020 |
| DOL | AG | | MSR ELECTRICAL CONSTRUCTION CORP | | 31 BAY ST BROOKLYN NY 11231 | 03/28/2018 | 03/28/2023 |
| DOL | DOL | | MUHAMMAD BEIG | | 142 EAST MARKET STREET LONG BEACH NY 11561 | 03/07/2017 | 03/07/2022 |
| DOL | DOL | | MUHAMMAD BEIG | | 142 EAST MARKET STREET LONG BEACH NY 11561 | 03/07/2017 | 03/07/2022 |
| DOL | DOL | | MUHAMMAD PERVAIZ | | C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234 | 11/18/2015 | 11/18/2020 |
| DOL | NYC | *****3613 | MZM CORP | | 163 S MAIN STREET NEW CITY NY 10956 | 01/28/2016 | 01/28/2021 |
| DOL | NYC | *****1284 | NEW AMERICAN RESTORATION INC | | 22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503 | 03/11/2015 | 03/11/2020 |
| DOL | DA | *****6988 | NEW YORK INSULATION INC | | 58-48 59TH STREET MASPETH NY 11378 | 05/16/2012 | 05/08/2020 |
| DOL | NYC | *****4839 | NEW YORK RIGGING CORP | | 58-83 54TH STREET MASPETH NY 11378 | 02/26/2016 | 02/26/2021 |
| DOL | NYC | | NICHOLAS PROVENZANO | | 147 BROOME AVENUE ATLANTIC BEACH NY 11509 | 03/03/2014 | 03/03/2019 |
| DOL | NYC | | NICHOLAS PROVENZANO | | 147 BROOME AVENUE ATLANTIC BEACH NY 11509 | 03/03/2014 | 03/03/2019 |
| DOL | NYC | *****1968 | NORTH AMERICAN IRON WORKS INC | | 1560 DECATUR STREET RIDGEWOOD NY 11385 | 05/15/2015 | 05/15/2020 |
| DOL | DOL | *****6966 | NORTH COUNTRY DRYWALL AND PAINT | | 23167 COUNTY ROUTE 59 DEXTER NY 13634 | 10/24/2016 | 10/24/2021 |
| DOL | DOL | *****0065 | NORTHEAST LANDSCAPE AND MASONRY ASSOC | | 3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523 | 01/23/2017 | 01/23/2022 |
| DOL | DOL | *****1845 | OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC. | | 1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442 | 01/16/2018 | 01/16/2023 |
| DOL | NYC | *****8337 | OPTIMUM CONSTRUCTION INC | | 23-73 48TH STREET LONG ISLAND CITY NY 11103 | 04/24/2014 | 04/24/2019 |
| DOL | NYC | | ORSON ARROYO | | C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102 | 04/16/2014 | 11/19/2020 |
| DOL | DOL | *****4546 | PAF PAINTING CORP | | 161 TIBBETTS ROAD YONKERS NY 10705 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | *****5242 | PAF PAINTING SERVICES INC | GARDEN STATE PAINTING | 157 TIBBETTS ROAD YONKERS NY 10103 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | | PAF PAINTING SERVICES OF WESTCHESTER INC | | C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | *****8802 | PAT'S HEATING AND AIR CONDITIONING LTD | | P O BOX 371 ROUND LAKE NY 12151 | 05/12/2014 | 05/12/2019 |
| DOL | DOL | | PATRICIA M RUGGLES | | P O BOX 371 ROUND LAKE NY 12151 | 05/12/2014 | 05/12/2019 |
| DOL | NYC | *****9422 | PELIUM CONSTRUCTION, INC. | | 22-33 35TH ST. ASTORIA NY 11105 | 12/30/2016 | 12/30/2021 |
| DOL | DOL | | PETER M PERGOLA | | 3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523 | 01/23/2017 | 01/23/2022 |
| DOL | NYC | | PETER TRITARIS | | 5990 58TH AVENUE MASPETH NY 11378 | 11/18/2013 | 11/18/2018 |
| DOL | DOL | | PIERRE LAPORT | | 224 COUNTY HIGHWAY 138 BROADALBIN NY 12025 | 03/07/2017 | 03/07/2022 |
| DOL | DOL | *****1543 | PJ LAPORT FLOORING INC | | 224 COUNTY HIGHWAY 138 BROADALBIN NY 12025 | 03/07/2017 | 03/07/2022 |
| DOL | DOL | *****2989 | PROFESSIONAL ESTIMATING & BUSINESS CORP | | 157 TIBBETS ROAD YONKERS NY 10705 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | *****6895 | PROLINE CONCRETE OF WNY INC | | 3090 SHIRLEY ROAD NORTH COLLINS NY 14111 | 04/19/2011 | 07/08/2020 |
| DOL | DA | *****6817 | QUADRANT METAL BUILDINGS LLC | | 2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990 | 08/25/2016 | 08/25/2021 |
| DOL | DOL | *****0015 | RAMADA CONSTRUCTION CORP | | 80 SAVO LOOP STATEN ISLAND NY 10309 | 01/07/2014 | 01/07/2019 |
| DOL | NYC | | RAMESHWAR ASU | | 137 LIBERTY AVENUE BROOKLYN NY 11212 | 12/21/2015 | 12/21/2020 |
| DOL | DOL | | RANA A KAHN | | 1973 81ST ST - SUITE A-5 BROOKLYN NY 11214 | 01/08/2015 | 01/08/2020 |
| DOL | NYC | | RANTIK PARIKH | | 13 LORIANN ROAD WARREN NJ 07059 | 07/15/2015 | 07/15/2020 |

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|-----|-----|-----------|--------------------------------------|--|--|------------|------------|
| DOL | DOL | *****2633 | RAW POWER ELECTRIC CORP | | 3 PARK CIRCLE MIDDLETOWN NY 10940 | 09/16/2013 | 09/15/2019 |
| DOL | DOL | *****2633 | RAW POWER ELECTRIC CORP | | 3 PARK CIRCLE MIDDLETOWN NY 10940 | 01/30/2018 | 01/30/2023 |
| DOL | NYC | | RAYMOND PEARSON | | P O BOX 957 PORT JEFFERSON STA NY 11776 | 03/12/2014 | 03/12/2019 |
| DOL | AG | *****7015 | RCM PAINTING INC. | | 69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378 | 02/07/2018 | 02/07/2023 |
| DOL | DOL | | REGINALD WARREN | | 161 ROBYN RD MONROE NY 10950 | 09/15/2014 | 09/15/2019 |
| DOL | DOL | | REGINALD WARREN | | 161 ROBYN RD MONROE NY 10950 | 01/30/2018 | 01/30/2023 |
| DOL | NYC | *****3461 | RELIANCE GENERAL CONSTRUCTION INC | | 644 OCEAN PARKWAY BROOKLYN NY 11230 | 09/02/2015 | 09/02/2020 |
| DOL | DOL | | REVOLUTIONARY FLOORS LLC | | P O BOX 268 STILLWATER NY 12170 | 09/16/2013 | 03/21/2019 |
| DOL | DOL | | RHINO CONCRETE LLC | | 101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534 | 11/18/2013 | 01/07/2019 |
| DOL | DA | | RIANN MULLER | | 2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990 | 08/25/2016 | 08/25/2021 |
| DOL | DOL | | RICHARD WILSON | | C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019 | 06/10/2014 | 06/10/2019 |
| DOL | DOL | *****8618 | RIEKS CONTRACTING LLC | | 4804 GAHWILER ROAD AUBURN NY 13021 | 05/01/2015 | 05/01/2020 |
| DOL | DOL | | ROBBYE BISSEAR | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 01/11/2003 | 01/11/3003 |
| DOL | DOL | | ROBERT BRUNO | | 3 GAYLORD ST AUBURN NY 13021 | 11/15/2016 | 11/15/2021 |
| DOL | DOL | *****1855 | ROBERT D BISHOP JR | ROBERT D BISHOP JR | P O BOX 112 MORRISONVILLE NY 12962 | 07/15/2014 | 07/15/2019 |
| DOL | DOL | | ROBERT D BISHOP JR | | P O BOX 112 MORRISONVILLE NY 12962 | 07/15/2014 | 07/15/2019 |
| DOL | NYC | | ROBERT GUIDO | | 3256 BRUNER AVENUE BRONX NY 10469 | 07/29/2014 | 07/29/2019 |
| DOL | DOL | | ROBERT TORDELLA | | 125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750 | 06/24/2015 | 06/24/2020 |
| DOL | DOL | *****3859 | ROCHESTER ACOUSTICAL CORP | | P O BOX 799 HILTON NY 14468 | 02/19/2016 | 02/19/2021 |
| DOL | NYC | | RODNEY SCOTT | | 201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552 | 10/30/2015 | 10/30/2020 |
| DOL | DOL | | ROMEO WARREN | | 161 ROBYN RD MONROE NY 10950 | 09/16/2013 | 09/15/2019 |
| DOL | DOL | | ROMEO WARREN | | 161 ROBYN RD MONROE NY 10950 | 01/30/2018 | 01/30/2023 |
| DOL | DOL | | ROSEANNE CANTISANI | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | RYAN ALBIE | | 21 S HOWELLS POINT ROAD BELLPORT NY 11713 | 02/21/2017 | 02/21/2022 |
| DOL | DOL | *****3347 | RYAN ALBIE CONTRACTING INC | | 21 S HOWELLS POINT ROAD BELLPORT NY 11713 | 02/21/2017 | 02/21/2022 |
| DOL | NYC | | SABIR MUHAMMED | | SUITE B-3 782 PELHAM PARKWAY SOUTHBRONX NY 10462 | 04/21/2016 | 04/21/2021 |
| DOL | NYC | | SAEED HASAN | | 4558 BROADWAY #6 NEW YORK NY 10040 | 08/04/2014 | 08/04/2019 |
| DOL | NYC | *****2117 | SCOTT ELECTRICAL LLC | | 201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552 | 10/30/2015 | 10/30/2020 |
| DOL | DOL | *****9751 | SCW CONSTRUCTION | | 544 OLD ROUTE 23 ACRE NY 12405 | 02/14/2017 | 02/14/2022 |
| DOL | DOL | | SEAN BURBAGE | C/O SEAN BURBAGE CORP | 445 ROOSA GAP ROAD BLOOMINGBURG NY 12721 | 04/14/2014 | 04/14/2019 |
| DOL | DOL | *****6586 | SEAN BURBAGE CORP | | 445 ROOSA GAP ROAD BLOOMINGBURG NY 12721 | 04/14/2014 | 04/14/2019 |
| DOL | AG | | SERGIO RAYMUNDO | | 109 DUBOIS RD. NEW PALTZ NY 12561 | 05/20/2016 | 05/20/2021 |
| DOL | DOL | *****1961 | SHANE BURDICK | CENTRAL TRAFFIC CONTROL, LLC. | 2238 BAKER ROAD GILLET PA 16923 | 03/12/2018 | 03/12/2023 |
| DOL | DOL | | SHANE BURDICK | | 2238 BAKER ROAD GILLET PA 16923 | 03/12/2018 | 03/12/2023 |
| DOL | DOL | *****4025 | SOLUTION MATTERS INC | | 198 NORWOOD ROAD PORT JEFFERSON NY 11776 | 11/19/2015 | 11/19/2020 |

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| DOL | NYC | ****4934 | SPHINX CONTRACTING CORP | | 240 HOME STREET TEANECK NJ 07666 | 08/04/2014 | 08/04/2019 |
| DOL | DOL | ****3496 | STAR INTERNATIONAL INC | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 08/11/2003 | 08/11/3003 |
| DOL | DOL | | STEPHEN BIANCHI | | 462 LAKEVIEW AVENUE VALHALLA NY 10595 | 12/16/2013 | 12/16/2018 |
| DOL | DOL | ****9751 | STEPHEN C WAGAR | | 544 OLD ROUTE 23 ACRE NY 12405 | 02/14/2017 | 02/14/2022 |
| DOL | DOL | | STEPHEON SHELDON | FANTASTIC PAINTING | 493 LANSING ROAD FULTONVILLE NY 12072 | 11/18/2013 | 11/18/2018 |
| DOL | DOL | | STEVEN P SUCATO | | 15-88 208TH STREET BAYSIDE NY 11360 | 06/23/2016 | 06/23/2021 |
| DOL | DOL | | STEVEN SAGGESE | | 3005 WYNSUM AVENUE MERRICK NY 11566 | 08/18/2014 | 08/18/2019 |
| DOL | DOL | | STEVEN TESTA | | 50 SALEM STREET - BLDG B LYNNFIELD MA 01940 | 01/23/2017 | 01/23/2022 |
| DOL | DOL | | STUART CHAITIN | | 634 ROUTE 303 BLAUVET NY 10913 | 07/26/2012 | 11/19/2018 |
| DOL | NYC | ****9432 | SUBLINK LTD | | 346 THIRD AVENUE PELHAM NY 10803 | 11/19/2015 | 11/19/2020 |
| DOL | DOL | | SUZANNE G GOLD | C/O GOLDS FLOORING INSTALLATION S INC | 25 HAMILTON ROAD MONTICELLO NY 12701 | 10/16/2013 | 10/16/2018 |
| DOL | DOL | ****7441 | T & T CONCRETE INC | | 2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218 | 07/08/2015 | 07/08/2020 |
| DOL | DOL | ****7417 | TADCO CONSTRUCTION | | 101-61 99TH STREET OZONE PARK NY 11416 | 02/15/2017 | 02/15/2022 |
| DOL | DOL | | TADCO CONSTRUCTION | | 101-61 99TH STREET OZONE PARK NY 11416 | 02/15/2017 | 02/15/2022 |
| DOL | DOL | ****7417 | TADCO CONSTRUCTION CORP | | 101-61 99TH STREET OZONE PARK NY 11416 | 02/15/2017 | 02/15/2022 |
| DOL | DOL | | TALAILA OCAMPA | | 1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442 | 01/16/2018 | 01/16/2023 |
| DOL | DOL | | TAMMY LACITIGNOLA | | C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414 | 08/22/2014 | 08/22/2019 |
| DOL | DOL | ****9852 | TAP STEEL INC | | ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325 | 01/28/2016 | 01/28/2021 |
| DOL | DOL | | TECH-MECHANICAL FAB DC INC | | 5 PARKER AVENUE POUGHKEEPSIE NY 12601 | 03/25/2014 | 03/25/2019 |
| DOL | DOL | ****5570 | TESTA CORP | | 50 SALEM STREET - BLDG B LYNNFIELD MA 01940 | 01/23/2017 | 01/23/2022 |
| DOL | DOL | ****0887 | THE BRINSON PAINTING CORPORATION | | 72 TAUNTON PLACE BUFFALO NY 14216 | 04/14/2015 | 04/14/2020 |
| DOL | DOL | ****8174 | THE DALRYMPLE CORPORATION | | UNIT 278 541 10TH STREET NATLANTA GA 30318 | 12/01/2015 | 12/01/2020 |
| DOL | DOL | ****8174 | THE DALRYMPLE GROUP LLC | | 289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253 | 12/01/2015 | 12/01/2020 |
| DOL | DOL | ****9243 | THE WELCOME MAT PROPERTY MANAGEMENT LLC | | P O BOX 268 STILLWATER NY 12170 | 09/16/2013 | 03/21/2019 |
| DOL | DOL | | THOMAS DESANTIS | DESANTIS ENTERPRISES | 161 OSWEGO RIVER ROAD PHOENIX NY 13135 | 09/24/2013 | 11/18/2018 |
| DOL | NYC | | THOMAS SCARINCI | | 130-43 92ND AVENUE RICHMOND HILLS NY 11418 | 11/27/2013 | 11/27/2018 |
| DOL | DOL | | TIMOTHY A PALUCK | | C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325 | 01/28/2016 | 01/28/2021 |
| DOL | NYC | ****1523 | TM MECHANICAL CORP | | 130-43 92ND AVENUE RICHMOND HILLS NY 11418 | 11/27/2013 | 11/27/2018 |
| DOL | DOL | ****0600 | TOMSON ALLOYS RECYCLING INC | | 143 FILLMORE AVENUE BUFFALO NY 14210 | 01/08/2015 | 01/08/2020 |
| DOL | DOL | ****3453 | TORCHIA'S HOME IMPROVEMENT | | 10153 ROBERTS RD SAUQUOIT NY 13456 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | ****6914 | TRI-COUNTY RESTORATIONS & CONSTRUCTION INC | | 13 SUMMERSET DRIVE WALL KILL NY 12589 | 08/22/2014 | 08/22/2019 |
| DOL | DOL | | TRI-COUNTY RESTORATIONS INC | | 392 ROCK CUT ROAD WALDEN NY 12586 | 08/22/2014 | 08/22/2019 |
| DOL | DOL | ****8311 | TRIPLE B FABRICATING, INC. | | 61 WILLETT ST. PASSAIC NJ 07503 | 10/26/2016 | 10/26/2021 |
| DOL | DOL | ****9407 | TURBO GROUP INC | | 15-68 208TH STREET BAYSIDE NY 11360 | 06/23/2016 | 06/23/2021 |

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| DOL | AG | *****6490 | UNIVERSAL STEEL FABRICATORS INC | | 90 JUNIUS STREET BROOKLYN NY 11212 | 01/23/2014 | 01/23/2019 |
| DOL | NYC | *****7174 | V&R CONTRACTING | | P O BOX 957 PORT JEFFERSON STA NY 11776 | 03/12/2014 | 03/12/2019 |
| DOL | NYC | | VALERIE VISCONTI | | 346 THIRD AVENUE PELHAM NY 10803 | 11/19/2015 | 11/19/2020 |
| DOL | NYC | | VEAP SELA | C/O COLONIAL ROOFING COMPANY INC | 247 48TH STREET BROOKLYN NY 11220 | 02/05/2014 | 02/05/2019 |
| DOL | NYC | | VICK CONSTRUCTION | | 21 DAREWOOD LANE VALLEY STREAM NY 11581 | 12/31/2013 | 12/31/2018 |
| DOL | NYC | | VICKRAM MANGRU | VICK CONSTRUCTI ON | 21 DAREWOOD LANE VALLEY STREAM NY 11581 | 12/31/2013 | 12/31/2018 |
| DOL | DOL | | VICTOR ROTENBERG | | C/O GMDV TRANS INC 67048 182ND STREET FRESH MEADOWS NY 11365 | 06/24/2016 | 06/24/2021 |
| DOL | NYC | | VINCENT PIZZITOLA | | P O BOX 957 PORT JEFFERSON STA NY 11776 | 03/12/2014 | 03/12/2019 |
| DOL | NYC | | VITO GARGANO | | 1535 RICHMOND AVE STATEN ISLAND NY 10314 | 12/13/2017 | 12/13/2022 |
| DOL | DOL | | WAYNE LIVINGSTON JR | NORTH COUNTRY DRYWALL AND PAINT | 23167 COUNTY ROUTE 59 DEXTER NY 13634 | 10/24/2016 | 10/24/2021 |
| DOL | DOL | | WHITE PLAINS CARPENTRY CORP | | 442 ARMONK RD | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | WILLIAM CONKLIN | | 5 PARKER AVENUE POUGHKEEPSIE NY 12601 | 03/25/2014 | 03/25/2019 |
| DOL | DOL | | WILLIAM DEAK | | C/O MADISON AVE CONSTR CO 39 PENNY STREET WEST ISLIP NY 11795 | 11/02/2016 | 11/02/2021 |
| DOL | DOL | | WILLIAM MAZZELLA | | 134 MURRAY AVENUE YONKERS NY 10704 | 02/03/2014 | 02/03/2019 |
| DOL | DOL | | WILLIE BRINSON | | 72 TAUNTON PLACE BUFFALO NY 14216 | 04/14/2015 | 04/14/2020 |
| DOL | DOL | *****6195 | WILSON BROTHER DRYWALL CONTRACTORS | | 36 ABERSOLD STREET ROCHESTER NY 14621 | 08/31/2015 | 08/31/2020 |
| DOL | DOL | *****4043 | WINDSHIELD INSTALLATION NETWORK, INC. | | 200 LATTA BROOK PARK HORSEHEADS NY 14845 | 03/08/2018 | 03/08/2023 |
| DOL | DOL | *****7345 | YES SERVICE AND REPAIRS CORPORATION | | 145 LODGE AVE HUNTINGTON STATION NY 11476 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | | YURIY IVANIN | | C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7A BROOKLYN NY 11229 | 09/24/2012 | 09/18/2020 |

ATTACHMENT A

NEW YORK STATE DEC
PROJECT PERMIT

(PENDING)

ATTACHMENT B

NEW YORK STATE DEC GENERAL PERMIT

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

| |
|---|
| DEC PERMIT NUMBER 9-0400-00001/00001 |
| FACILITY/PROGRAM NUMBER(S) |



PERMIT
Under the Environmental
Conservation Law

| |
|---|
| EXPIRATION DATE December 31, 2009 |
|---|

MODIFICATION

TYPE OF PERMIT: Article 15, Title 5: Protection of Waters; 6NYCRR 608 Water Quality Certification;
Article 24: Freshwater Wetlands

| | | | |
|--|---------------------------|---|-------------------------|
| PERMIT ISSUED TO Cattaraugus County Department of Public Works | | TELEPHONE NUMBER 716-938-9121 | |
| ADDRESS OF PERMITTEE 8810 Route 242, Little Valley, New York 14755 | | | |
| CONTACT PERSON FOR PERMITTED WORK Mark C. Burr, P.E., Director, Engineering Division | | TELEPHONE NUMBER 716-938-9121 | |
| NAME AND ADDRESS OF PROJECT/FACILITY All County bridges, County culverts, and County highway embankments | | | |
| LOCATION OF PROJECT/FACILITY All streams and navigable waters at facilities cited above | | | |
| COUNTY Cattaraugus | TOWN All within County | REGULATED SITE RESOURCE All streams and navigable waters | NYTM COORDINATES E N |
| DESCRIPTION OF AUTHORIZED ACTIVITY This is a "General Permit" for construction, reconstruction or repair of bridges and disturbance to the bed or banks of all streams, navigable waters and associated State regulated freshwater wetlands within Cattaraugus County, subject to all terms and conditions stated herein. | | | |

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with NYS Environmental Conservation Law (ECL), all applicable regulations, the specified General Conditions (pages 2 and 3) and all Special Conditions contained herein.

| | | |
|---|---|--------------|
| DEPUTY REGIONAL PERMIT ADMINISTRATOR KENNETH C. TAFT | DIVISION OF ENVIRONMENTAL PERMITS, NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION 182 EAST UNION SUITE 3, ALLEGANY, NY 14706-1328 (716) 372-0645 | |
| AUTHORIZED SIGNATURE | DATE OF ISSUANCE March 9, 2004 | PAGE 1 OF 10 |

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS**Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

GENERAL CONDITIONS**General Condition 1: Facility Inspection by the Department**

The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71-0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

General Condition 2: Relationship of this Permit to Other Department Orders and Determinations

Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

General Condition 3: Applications for Permit Renewals or Modifications

The permittee must submit a separate written application to the Department for renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing.

The permittee must submit a renewal application at least 30 days before expiration of this permit.

General Condition 4: Permit Modifications, Suspensions and Revocations by the Department

The Department reserves the right to modify, suspend or revoke this permit in accordance with 6 NYCRR Part 621. The grounds for modification, suspension or revocation include:

- a) materially false or inaccurate statements in the permit application or supporting papers;
- b) failure by the permittee to comply with any terms or conditions of the permit;
- c) exceeding the scope of the project as described in the permit application;
- d) newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e) noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

ADDITIONAL GENERAL CONDITIONS FOR ARTICLES 15 (TITLE 5), 24, 25, 34 AND 6NYCRR PART 608

1. If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.
2. The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.
3. Granting of this permit does not relieve the applicant of the responsibility of obtaining any other permission, consent or approval from the U.S. Army Corps of Engineers, U.S. Coast Guard, New York State Office of General Services or local government which may be required.
4. All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.
5. Any material dredged in the conduct of the work herein permitted shall be removed evenly, without leaving large refuse piles, ridges across the bed of a waterway or floodplain or deep holes that may have a tendency to cause damage to navigable channels or to the banks of a waterway.
6. There shall be no unreasonable interference with navigation by the work herein authorized.
7. If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.
8. If granted under 6NYCRR Part 608, the NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301, 302, 303, 306 and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.

SPECIAL CONDITIONS

1. A. This permit shall apply only to those activities authorized herein (See Special Conditions #2, #3, and #4 below) which are conducted by the Cattaraugus County Department of Public Works (CCDPW) or any formally awarded contractor/subcontractor of CCDPW.
 B. All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or his agent as part of the permit application. See Special Condition 7.e.
2. The following activities are authorized under this permit:
 - A. Bridge or Culvert Replacement-in-Kind, provided that:
 - i. There is no change in location or alignment, or lowering of elevation of the lowest structural member.
 - ii. There is no additional fill placed in the floodplain (or floodway) as defined on National Flood Insurance Program (NFIP) maps developed by the Federal Insurance Administration (FIA).
 - iii. There is no decrease in the flow capacity of the structure;
 - iv. There is not a significant increase in the flow capacity of the structure; and
 - v. Any temporary structures meet the provisions of Condition 2.C.

B. New or Modified (i.e. change in size, location, alignment, or amount of floodplain/floodway fill) Bridges or Culverts, provided that:

- i. In riverine floodplains where a regulatory floodway has not been established, all new or modified structures, including fill, must be certified by a licensed professional engineer, demonstrating that the cumulative effect of the proposed project, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point, and no adverse affects will occur as a result of the allowable increase.
- ii. In riverine floodplains where a regulatory floodway has been established, certification by a licensed professional engineer that the project will not result in any increase in flood levels within the community during the occurrence of the base flood discharge, or that any such affect is compensated for by acceptable floodway improvements.
- iii. Low structural member elevations should be 2.0 feet above the 100-year flood elevation whenever possible; if not possible, the low structural member elevation should be 2.0 feet above the 50-year flood elevation, provided that the 100-year flood can pass through the bridge opening without contacting the bridge's low structural member; and
- iv. Any temporary structures meet the provisions of Condition 2.C.

C. Temporary Detour Structures (Bridges/Culverts) for Traffic Maintenance, provided that:

i. Minimum Size:

- a. The structure shall pass a 10 year frequency storm event and shall not be in place for more than 10 weeks; or,
- b. The structure shall pass a 25 year storm, either along or due to swale(s) at the approach(es), and will not be in place for more than one construction season; or,
- c. If the structures will be in place for more than one construction season, it shall be capable of passing a 50 year storm, either alone or due to swale(s) at the approach(es).

ii. Emergency Action Plan: The permittee shall monitor river stages, weather reports and flood forecasts on at least a daily basis and take prudent action, as necessary, to prevent loss of life and property due to flooding. (Further, the permittee shall monitor the river for ice jams and to prevent damages caused by ice jam flooding which may not show on local stream gages.) The permittee shall prepare an emergency action plan, a copy of which shall be at the job site at all times during construction. If no detailed flood hazard data exists (National Flood Insurance Program mapping is approximate, unnumbered A zones only), the plan should:

- a. Identify the individuals (name, address, home and business telephone numbers) assigned to emergency response.
 - b. Explain how the detour structure would be removed during a flood emergency. Include a description of the equipment that would be maintained on the site and the time frame required to remove the structure.
 - c. Establish a stream gage to indicate full culvert flow on the upstream side of the project. Assign an individual to monitor the gage. When the predetermined flood elevation or full culvert flow is reached (usually a 10 year storm), take action.
- If a detailed Flood Insurance Study with Floodway has been produced, a more specific emergency action plan is required, regardless of the time period the detour will be in place. The plans shall:
- d. In addition to 2.a., b., and c., identify a person assigned to remain on site once threshold flood stages are reached.
 - e. Flowage easements may need to be obtained before the detour structure is installed.

iii. Responsibility: Any damages caused by increased flooding due to the presence of a detour structure, are not eligible for disaster assistance (State or Federal). Damages will be the responsibility of the permittee (City, Village, Town or County).

SPECIAL CONDITIONS

- D. Existing Utility Line Relocations in conjunction with bridge replacements authorized by this permit, provided that:
- i. The utility line(s) is not relocated more than 50 feet from the existing location.
 - ii. If buried, the utility line(s) is installed a minimum of 3 feet below bed elevation.
- E. New Highway Construction, provided that:
- i. The total length of new highway construction associated with activities listed in Conditions 2.A., B., and C. does not exceed 500 feet.
- F. Stream Bank Stabilization Activities, within the following limits:
- i. Installation of up to 250 lineal feet (measured at the bank's edge) of rock rip-rap, sheet piling, or gabion bank protection adjacent to highways/structures threatened by stream bank erosion.
 - ii. Installation of up to 250 lineal feet (measured along the bank's edge) of bank protection using available on-site streambed deposits to temporarily repair eroding banks where highways/structures are in jeopardy. (Temporary stabilization projects cannot be performed within the same stream section more than once during a 2 consecutive year period.)
 - iii. Channel clearing (including flood debris) of up to 250 cubic yards of gravel/sediment within a 250 lineal foot stream section at bridges. Gravel mining operations involving the streambed or banks are not authorized under this General Permit.
 - iv. The installation of grade stabilization structures at existing stream bed elevation with any sloped surface designed to carry stream low flow at no steeper than a slope of 0.5% for designs greater than 80 linear feet and 1% for less than 80 feet and designed to concentrate low flows for fish passage.
 - v. With the exception of i. and iv., projects cannot consist of more than two directly adjacent/contiguous stabilization activities. Stabilization activities may be combined with bridge construction (2.A. and B.). However, if more than 500 feet of stream channel will be affected as a "project", an individual Protection of Water Permit must first be obtained from the Department in accordance with standard review and processing requirements (Part 621, Uniform Procedures).
3. This permit authorizes work in navigable waters of the State as defined in 6NYCRR Part 608.1 (l) [12/18/94] where County Highways or bridges are involved. Such waters include, but are not limited to:
- A. Allegheny River downstream from the Gleason Hollow Road-West River Road bridge in the Hamlet of Mill Grove in the Town of Portville.
 - B. Conewango State Drainage Ditch downstream from U.S. Route 62 in the Town of Conewango.
 - C. Conewango Creek downstream from Cowen Corners Road in the Town of Conewango.
4. This permit shall not apply to any of the following situations regardless of apparent applicability of Conditions 2 or 3:
- A. With the exception of activities for which a "Procedure and Compatibility" code of L is assigned by 6 NYCRR 663.4, any activity which requires approval for the alteration of any regulated freshwater wetland and its 100 foot wide adjacent area pursuant to Article 24 (Freshwater Wetlands Act) of the Environmental Conservation Law (ECL);
 - B. Any activity which requires approval for the construction, repair or reconstruction of a dam pursuant to Section 15-0503 of the ECL;
 - C. Any activity which requires approval for mining pursuant to Article 23 Title 27 (Mined Land Reclamation) of ECL (the excavation and removal of more than 100 cubic yards of material from any unprotected stream, i.e. assigned a Water Quality Class and Standard of "C" or "D", for sale or exchange or for commercial, industrial or municipal use at a different site).

SPECIAL CONDITIONS

- D. Any activity on streams where the State has acquired public fishing rights or which involve State owned land (i.e. Wildlife Management Areas, Reforestation Areas, State Flood Control Lands, etc.) may be excluded from this General Permit at the discretion of DEC.
- E. Any activity identified as "Type I" by the State Environmental Quality Review Act (SEQR) statewide regulations (6 NYCRR Part 617), or applicable local regulations, pursuant to Article 8 of the ECL or any "Unlisted" activity identified as having a "significant effect on the environment" by any agency with jurisdiction in accordance with procedures of Article 8 (SEQR) of the ECL and Part 617. It is the responsibility of the CCDPW to review and properly identify the SEQR status of each project prior to determining permit applicability.
- F. In accordance with current Department procedures for implementation of the State Historic Preservation Act, Article 14 of the NYS Parks and Recreation Law (SHPA), any UPA major activity (as defined in 6 NYCRR Part 621), which has not been previously reviewed under the National Historic Preservation Act, and which may impact archeological sites or historic structures. Specifically, this permit shall not apply when: (1) the proposed action is located within a "zone of sensitivity" on the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) archeological site map when the project involves a physical disturbance to an undisturbed area in which the slope is less than 15% (or greater slope on limestone/flint escarpments), or (2) the project will alter the physical character of any bridge constructed prior to 1940 and determined by the NYSOPRHP to be a historically significant or potentially historically significant structure, or any structure listed on the State or National Register of Historic Places (See Special Condition 6). However, this exception shall not apply if the NYSOPRHP has determined that the project will have no impact on registered or eligible archeological sites or historic structures and proof of such determination is included with the project submissions required by Special Condition 7.e.

STANDARDS OF PERFORMANCE

5. All activities authorized by this permit shall be performed in accordance with the following standards:
- A. All necessary precautions shall be taken to preclude contamination by suspended solids, sediment, fuels, solvents, lubricants, epoxy coatings, paints, concrete leachate or any other environmentally deleterious materials associated with the project work.
- B. All new stream channels shall be designed to provide a parabolic shaped bottom, or be otherwise designed to concentrate flows during low water periods.
- C. All work specifications shall be in accordance with United States Department of Agriculture, Natural Resource Conservation Service (NRCS) design and performance standards (including grade of slopes, seeding, mulching, etc.) or in accordance with the New York State Department of Transportation "Standard Specifications".
- D. No instream work shall be performed from October 1st to June 1st in any stream with designated Water Quality Standards of "(T)" for "trout survival" or "(TS)" for "trout spawning".
- E. No instream work shall be performed under this General Permit from September 1st through May 30th on Cattaraugus Creek and its tributaries downstream of the Springville Dam, with the following exceptions:
1. Point Peter Brook.
 2. South Branch of Cattaraugus Creek above the fording site connecting Skinner Hollow Road in the Town of Persia with Gibson Hill Road in the Town of Otto.
 3. Waterman Brook upstream from unnamed Tributary #2 (directly east of Bobseinie Road).
 4. Connoisarauley Creek upstream from the falls.

SPECIAL CONDITIONS

- F. Sufficient flow of water shall be maintained at all times to sustain aquatic life downstream.
- G. Prior to commencement of work in any class "A" or "AA" waters, the CCDPW is required to contact and advise the appropriate water district or other potable water user of the project and of the planned work schedule.
- H. All areas where soil remains exposed due to project activities and located above ordinary high water level shall be seeded and mulched in accordance with NRCS recommendations or NYSDOT "Standard Specifications" (unless otherwise adequately protected from erosion by rip-rap, sheet piling, gabions, etc.).
- I. All crushed stone, crushed gravel, screened gravel, sand or soil to be used as fill/backfill associated with authorized projects shall be in accordance with NYSDOT "Standard Specifications". The use of crushed slag is strictly prohibited unless washed/weathered/leached sufficiently of fines and sulfur. The use of fly ash and soils contaminated with hazardous wastes is strictly prohibited.
- J. Wood timbers used in bridge construction shall be pretreated and weathered before delivery to the installation site.
- K. Culverts shall be installed with their openings slightly below streambed elevation. Only clean gravel (with minimum soil) shall be used as fill around culverts to minimize water entry of silt and suspended solids.
- L. Asphalt, tar or macadam pavement shall be stripped from bridge decks before proceeding with other dismantling activities. Every effort shall be taken to preclude the entry of debris to the stream during that process. All spoil and debris shall be disposed of at an approved landfill. Disposal of demolition debris and/or spoil from any part of the activities authorized under this permit, or other activities associated with this permit, in any regulated 100 year or 500-year floodplain identified on the Flood Insurance Rate Map as regulated under the National Flood Insurance Program, is prohibited. Disposal of demolition debris and/or spoil in any wetland regulated by this Department will require a separate, individual permit.
- M. Prior to removal and/or reconstruction of bridge abutments, existing earthen materials behind the structure shall be excavated or graded back sufficiently to preclude the entry of sediment into the water.
- N. Equipment capable of removing temporary structures (bridges, ramps, cofferdams, etc.) shall be available on-site during all construction phases. In the event of a flood, the permittee and/or his contractor shall use the equipment to remove or breach the temporary structure in a manner that ensures that there are no adverse effects upstream and downstream from flood waters caused by the removal of the obstruction. The Regional Permit Administrator shall be notified by telephone immediately, with written follow-up, if such action becomes necessary. The DEC reserves the right to order immediate removal of any temporary structures, should a threat of a flood event or actual flood occur.
- O. Rock rip-rap shall not be placed on stream banks steeper than 1 foot vertical to 2 feet horizontal in slope. Prior to rip-rap installation, a layer of 4 to 6 inches of gravel shall be spread across the bank as a bedding foundation. The rip-rap shall be entrenched a minimum of 3 feet below the streambed.
- P. During bank sloping operations, soil shall not be bulldozed into the streambed or the flowing water. Wherever feasible, bank grading shall be carried out by equipment operating from dry land rather than from the streambed or flowing water.
- Q. Gravel and soil shall not be pushed through flowing water.
- R. If a temporary cofferdam is necessary, it shall be made of erosion resistant materials such as rock, sandbags, or precast concrete barriers, or clean gravel lined with plastic, which shall be installed to isolate the work area from the stream. At no time shall the cofferdam block more than 60% of the stream channel and it shall be removed in its entirety, immediately upon completion of work.

SPECIAL CONDITIONS

- S. Visibly turbid discharges from dewatering operations or excavation activities shall not be allowed to enter the stream. Any such discharge shall be:
- (1) retained in an appropriately maintained upland settling basin,
 - (2) filtered through crushed stone, sand, haybales, filter fabric, etc., or
 - (3) directed to a grassy upland area sufficiently distant from the stream to preclude such entry.
- T. At the end of each work day, all "pushed up" gravel piles (if any) shall be graded off and flattened to prevent downstream movement in the event of sudden high water.
- U. Flood debris found in the work area shall be removed to an upland location above the reach of high water.
- V. If project activities will involve land disturbance of over 1 acre, the project sponsor shall obtain coverage under a State Pollution Discharge Elimination System General Permit GP-02-01 for Stormwater Discharges from Construction Activities. A Notice of Intent (NOI) is required to be sent to NYSDEC, Bureau of Water Permits, 625 Broadway, Albany, New York 12233-3505, telephone No. (518) 402-8111 and approved before construction commences. The General Permit GP-02-01 and NOI form are available on the Department's web site at: www.dec.state.ny.us. GP-02-01 requires the project sponsor (operator) and all contractors and subcontractors to control stormwater runoff according to the Stormwater Pollution Prevention Plan, which is to be developed prior to filing NOI and prior to commencement of the project.

PERMIT ADMINISTRATION

6. The CCDPW shall be responsible for making determinations with respect to Special Condition 4.g. However, the DEC reserves the right to overrule the CCDPW, as ultimate responsibility for insuring compliance with SHPA rests with DEC in accordance with the Act. The CCDPW shall include a SHPA determination statement along with any appropriate supportive documentation, with the submissions required in Special Condition 7.e.
7. The CCDPW shall, as part of its responsibilities for administration of this General Permit:
- A. Maintain a project log.
 - B. Maintain an adequate supply of the DEC/Corps of Engineers Joint Application for Permit forms for use in requesting authorization under this General Permit.
 - C. Maintain files for all work authorized under the General Permit.
 - D. Obtain technical assistance from Cattaraugus County Soil and Water Conservation District, as necessary, to bring individual proposals into compliance with the terms of this General Permit.
 - E. Mail to the Regional Permit Administrator (RPA) or his designated agent, three informational copies of each application for authorization under this General Permit. This transmittal shall include a "Locator Map" (portion of appropriate U.S.G.S. 7.5 Min. Quad Sheet), a Work Plan and specifications, etc.
 - F. Provide each contractor and the CCDPW project foreman with a copy of the DEC letter confirming that the work is authorized under this Permit and a copy of the "Standards of Performance" section of this permit (or include these "Standards" in the contract document, noting the permit number) to be kept available at or near the work site.

SPECIAL CONDITIONS

- G. Provide the RPA with a January 1st (due date) Annual Summary Report noting each project's status, any problems, any corrective action required.
 - H. Arrange for an annual meeting and inspection tour to be held during September-October for the purpose of inspecting the projects and reviewing the terms and effectiveness of the General Permit.
 - I. Provide the RPA (or his agents), upon reasonable request, any file material maintained in respect to this General Permit for projects authorized thereunder.
8. Within 15 days of receipt of applications for authorization under this General Permit, the Department will, as appropriate:
- A. Forward a copy of the application to the appropriate District Office of the U.S. Department of the Army Corps of Engineers (See Special Condition #15) for their use in determining permit requirements.
 - B. Request clarification of proposed activities if any problems or concerns are evident.
 - C. Request additional time in order to review the project.
 - D. Notify the CCDPW if the scope of work exceeds the limits of the General Permit and that an individual Protection of Waters Permit will be required.
 - E. Send written verification to the CCDPW that proposed project work qualifies under the General Permit. General Permit applicability verifications by DEC shall be valid for one year.

PERMIT ENFORCEMENT

- 9. Any failure of the CCDPW to comply precisely with all of the terms and conditions of approval, unless authorized in writing by the DEC may be treated as a violation of the ECL.
- 10. Nothing in this General Permit shall be construed to limit the authority of the DEC to investigate violations and seek remedies pursuant to the ECL.
- 11. Repeated failures to the CCDPW to comply with the terms and conditions of this General Permit will be considered cause for permit suspension or revocation.
- 12. If any permit conditions are unclear, the CCDPW shall contact the RPA or Deputy RPA at the address noted below for clarification:

Regional Permit Administrator
NYS DEC
270 Michigan Avenue
Buffalo, NY 14203-2999
(716) 851-7165

Deputy Regional Permit Administrator
NYS DEC
182 East Union, Suite 3
Allegany, NY 14706-1328
(716) 372-0645

SPECIAL CONDITIONS

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13. Individual terms and conditions of this General Permit shall be subject to review, modification, and/or elimination in accordance with Article 70 (Uniform Procedures) of ECL and 6 NYCRR Part 621. The CCDPW or the RPA may call for such a review at any time.
14. This General Permit may be extended by one to five calendar year periods (at the option of the RPA) based on satisfactory compliance and proper written request by the CCDPW in accordance with Uniform Procedures.
15. The CCDPW and/or project contractors are advised to obtain any permits or approvals that may be required from the U.S. Dept. of the Army Corps of Engineers, Buffalo District, (Regulatory Branch), 1776 Niagara Street Buffalo, NY 14207-3199, Telephone: 716/879-4330, prior to commencing work authorized herein.
16. In accordance with Section 401 (a)(1) of the Clean Waters Act of 1977 (PL95-217) the NYS Department of Environmental Conservation hereby certified that activities conducted in accordance with the conditions of this General Permit will not contravene effluent limitations or other limitations or standards under sections 301, 302, 303, 306 or 307 of the Act.
17. The activities authorized herein have been determined to be either Type II, excluded, or unlisted actions determined by CCDPW as not having significant effect on the environment as identified in Article 8 (the State Environmental Quality Review Act) of the ECL. For Unlisted Actions CCDPW shall act as SEQR Lead Agency and make significance determinations.

cc: Mr. Steven Doleski, Attn: Mr. Charles Cranston, Division of Environmental Permits, Buffalo
Mr. Joseph Galati, Bureau of Habitat
Ms. Rebecca Anderson, Division of Water
Capt. Gary Bobseine, Division of Law Enforcement (via e-mail)
Mr. Brian Davis, Cattaraugus County Soil and Water Conservation District
U.S. Department of the Army, Corps of Engineers

ATTACHMENT C

ARMY CORPS PERMIT
PENDING

ATTACHMENT D

ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 NATIONWIDE PERMIT AND CONDITIONS

(As re-authorized by USACOE on June 7, 2000)

The work proposed under this project is authorized under the U.S. Army Corps of Engineers General Permit Program (re-authorized June 7, 2000) pursuant to Section 404 of the Clean Waters Act and Section 10 of the Rivers and Harbors Act of 1899.

The following Nationwide Permit (NWP) is applicable to this project and remains valid only if the specific conditions of the NWP are met during design and construction:

All of the work to be performed in association this project is authorized under Nationwide Permit #3 - Maintenance. This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized, currently serviceable, structure or fill or of any currently serviceable structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area including those due to changes in materials, construction techniques, or current construction codes or safety standards which are necessary to make repair, rehabilitation, or replacement are permitted, provided environmental impacts resulting from such repair, rehabilitation or replacement are minimal. Currently serviceable means usable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

GENERAL NWP CONDITIONS-SECTION 404 AND SECTION 10 ACTIVITIES

The following general conditions apply to the NWP described above. All of the conditions must be met for the Permit to be valid:

1. **NAVIGATION.** No activity may cause more than a minimal adverse effect on navigation.
2. **PROPER MAINTENANCE.** Any structure or fill authorized shall be properly maintained, including maintenance to ensure public safety.
3. **EROSION AND SILTATION CONTROLS.** Appropriate erosion and siltation controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date.
4. **AQUATIC LIFE MOVEMENTS.** No activity may substantially disrupt the movement of those species of aquatic life indigenous to the water body, including those species, which normally migrate through the area, unless the activity's primary purpose is to impound water.
5. **EQUIPMENT.** Heavy equipment working in wetlands must be placed on mats or other measures must be taken to minimize soil disturbance.
6. **REGIONAL AND CASE-BY-CASE CONDITIONS.** The activity must comply with any regional conditions which may have been added by the Corps Division Engineer and any case specific conditions added by the Corps of Engineers.

7. **WILD AND SCENIC RIVERS.** No activity may occur in a component of the National Wild and Scenic River System; or in a river officially designated by Congress as a “study river” for possible inclusion in the system, while the river is in an official study status; unless the appropriate Federal agency, with district management responsibility for such river, has determined in writing that the proposed activity will not adversely effect the Wild and Scenic River designation, or study status.
8. **TRIBAL RIGHTS.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
9. **WATER QUALITY CERTIFICATION.** An individual or blanket state water quality certification must be obtained or waived.
10. **COASTAL ZONE MANAGEMENT.** An individual state coastal zone management consistency concurrence must be obtained or waived.
11. **ENDANGERED SPECIES.** No activity is authorized under any Nationwide Permit which would result in the taking of a species or a species proposed for listing or which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act, or which is likely to destroy or adversely modify the critical habitat of such species. Permittees shall notify the District Engineer if any listed species or critical habitat might be affected or is in the vicinity of the project, and no work shall begin until notification by the District Engineer that all requirements of the Endangered Species Act have been satisfied and that the activity is authorized. Authorization of an activity by a nationwide permit does not authorize the “take” of a threatened or endangered species as defined under the Federal Endangered Species Act.
12. **HISTORICAL PROPERTIES.** No activity which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places is authorized, until the Corps District Engineer has complied with 33 CFR 325, Appendix C.
13. **NOTIFICATION.** Where required by the terms of the Nationwide Permit, the permittee must notify the District Engineer with a Pre-Construction Notification (PCN) and shall not begin the activity until notified by the Corps District Engineer that the activity may proceed under the Nationwide Permit.
14. **COMPLIANCE CERTIFICATION.** The permittee must submit a signed certification regarding the completed work and any required mitigation. The compliance certification shall include: a statement that the authorized work was completed in accordance with the Corps authorization, and a statement that any required mitigation was completed in accordance with the permit.
15. **MULTIPLE USE OF NATIONWIDE PERMITS.** When NWP #12 through #40 is combined with any other NWP #12 through #40 as part of a single and complete project, the permittee shall notify the District Engineer. NWP #1 through #11 may be combined with any other NWP without notification to the Corps unless otherwise required by special conditions. Two or more different NWP’s can be combined to authorize a single and complete project. However, the same NWP cannot be used more than once for the same project.

GENERAL NWP CONDITIONS-SECTION 404 ACTIVITIES ONLY

In addition to the General Conditions listed above, the following conditions apply only to activities that involve the discharge of dredged or fill material into waters of the United States (Section 404 activities). All of these conditions must be met for the NWP to be valid:

1. **WATER SUPPLY INTAKES.** No discharge of dredged or fill material may occur in the proximity of a public water supply intake except where the discharge is for repair of the public water supply intake structures or adjacent bank stabilization.
2. **SHELLFISH PRODUCTION.** No discharge of dredged or fill material may occur in areas of concentrated shellfish production, unless the discharge is directly related to the shellfish harvesting activity authorized by Nationwide Permit #4.
3. **SUITABLE MATERIAL.** No discharge of dredged or fill material may consist of unsuitable material (i.e. trash, debris, car bodies, etc.) and material discharged must be free from toxic pollutants in toxic amounts.
4. **MITIGATION.** Discharges of dredged or fill material into waters of the United States must be minimized or avoided to the maximum extent practicable at the project site, unless the District Engineer has approved a compensation mitigation plan that is more beneficial to the environment than on-site minimization or avoidance measures.
5. **SPAWNING AREAS.** Discharges in spawning areas during spawning seasons must be avoided to the maximum extent practicable.
6. **OBSTRUCTION TO HIGH FLOWS.** To the maximum extent practicable, discharges must not permanently restrict or impede the passage of normal or expected high flows or cause the relocation of the water (unless the primary purpose of the fill is to impound water).
7. **ADVERSE EFFECTS FROM IMPOUNDMENTS.** If the discharge creates an impoundment of water, then adverse effects on the aquatic system caused by the accelerated passage of water and/or the restriction of its flow shall be minimized to the maximum extent practicable.
8. **WATERFOWL BREEDING AREAS.** Discharges into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.
9. **REMOVAL OF TEMPORARY FILLS.** Any temporary fills must be removed in their entirety and the affected areas returned to their pre-existing elevation.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
“BLANKET” SECTION 401 WATER QUALITY CERTIFICATION

The NYS Department of Environmental Conservation has certified that the project activities authorized under Section 404 Nationwide Permit #3 are also in compliance with the Federal Clean Waters Act and NYS Water Quality Standards. Therefore, a NYSDEC “Blanket” Section 401 Water Quality Certification is applicable to this project. The Contractor shall be responsible for compliance with all of the Nationwide Permit conditions, and shall be responsible for maintaining water quality for the duration of the project.

ATTACHMENT E

SPECIAL CONSTRUCTION INSTRUCTIONS

REMOVE/REINSTALL RIPRAP

The Contractor is to identify the riprap to be removed and reinstalled. Any riprap removed shall be relocated on site and reincorporated into the existing rock protection in accordance with existing plans and permits.

PRE-POST WORK PHOTOS

The Contractor is to take pictures of the work site. A minimum of six (6) 8 ½ x 11 pre-work colored pictures shall be taken. In addition, upon completion of the maintenance work, the Contractor is to provide a minimum of six (6) 8 ½ x 11 post-work colored pictures. All pictures shall be provided to the County as part of the work.