

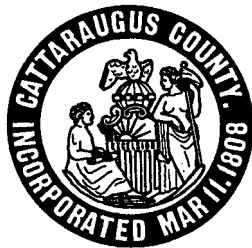
**CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS  
MINIMUM SPECIFICATIONS AND BID FORMS  
FOR**

**2021 STREAMBANK STABILIZATION PROJECTS**

**COUNTY ROAD 47 – TOWN OF LYNDON  
COUNTY ROAD 5 – TOWN OF NEW ALBION  
COUNTY ROAD 63 – TOWN OF FRANKLINVILLE**

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

8810 Route 242  
Little Valley, NY 14755



**General Provisions and Bid Proposal Booklet**

**MARCH 2021**

**DPW BID NO. 23**

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\* Denotes pages to be returned with sealed bid.

# CATTARAUGUS COUNTY

## DEPARTMENT OF PUBLIC WORKS

*Development – Progress – Workmanship*

*Kathleen M. Ellis, Commissioner*

*Michael J. Prinino, Deputy Commissioner*

*William A. Fox, PE, Director of Engineering*



*8810 Route 242, Jack Ellis Drive*

*Little Valley, New York 14755*

*Phone (716) 938 9121 | Fax (716) 938 2753*

### ADVERTISEMENT FOR BIDS

Sealed bids for the **2021 Streambank Stabilization Projects**, according to specifications, will be received by the undersigned, at the Department of Public Works Facility, 8810 Route 242, Little Valley, New York, until **Wednesday, April 14, 2021 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 #23 – 2021 Streambank Stabilization Projects**

Clean out sand and gravel bars, realign streambed and reinforce stream banks within Cattaraugus County.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available **Thursday, March 18, 2021**, and may be secured electronically from Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, New York 14755, phone Dawn Smith at (716) 938-9121, Ext. 2465. The specifications for this project will be available for examination at The Builders Exchange of the Southern Tier, Inc. - West, 65 East Main St., Falconer, NY 14733 and on their web site. (STBA website at: <https://bxstier.com> Login Page: <http://login.onlineplanservice.com/SP/code.aspx> Password: **NYBX21-01107-23**)

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 who contract to work on the Project for consideration in the amount of \$35,000 or greater, complete this form and submit it to the County for approval within 5 days of the preconstruction meeting. The contractor must also submit, in writing, a request for waiver for any subcontractors whose contract is for less than \$35,000. 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.

**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

## STREAMBANK STABILIZATION PROJECTS GENERAL NOTES AND CONDITIONS

- 1) One contract will be awarded for the three (3) project sites and a possible alternate. Award shall be based on the lowest responsible bid for the base bid or the total bid (base bid plus alternate) within the available funding.
- 2) Quantities are estimates only. Actual field quantities will be paid.
- 3) Project scope could be adjusted depending upon field conditions.
- 4) Projects are contingent upon ACOE and DEC permit requirements and approval for land rights on area outside the highway right-of-way.





Conservation Today ...  
For A Better Tomorrow

**Cattaraugus County Soil and Water Conservation District**

8 MARTHA ST., P.O. BOX 1785 ELLICOTTVILLE, NY 14731 PHONE (716) 699-2326 FAX (716) 699-5506

**Cattaraugus County DPW  
Emergency Stream Bank Project #1  
County Road 47  
Town of Lyndon**

**Bid Schedule for Construction Services**

<b>Item #</b>	<b>Work Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1.	Mobilization	1	LS	XXXXXX	\$ _____
2.	Flow Diversion	1	LS	XXXXXX	\$ _____
3.	Site Preparation	1	LS	XXXXXX	\$ _____
4.	Rock Installation	500	Ton	\$ _____	\$ _____
5.	Site Restoration	1	LS	XXXXXX	\$ _____

**Total Project Cost \$ \_\_\_\_\_**



Conservation Today ...  
For A Better Tomorrow

## Cattaraugus County Soil and Water Conservation District

8 MARTHA ST., P.O. BOX 1765 ELLICOTTVILLE, NY 14731 PHONE (716) 699-2326 FAX (716) 699-5506

**Cattaraugus County DPW  
Emergency Stream Bank Project 2  
County Road 5  
Town of New Albion**

**Bid Schedule for Construction Services**

<u>Item #</u>	<u>Work Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Mobilization	1	LS	XXXXXX	\$ _____
2.	Flow Diversion	1	LS	XXXXXX	\$ _____
3.	Site Preparation	1	LS	XXXXXX	\$ _____
4.	Rock Installation	600	Ton	\$ _____	\$ _____
5.	Site Restoration	1	LS	XXXXXX	\$ _____

**Total Project Cost \$ \_\_\_\_\_**





Conservation Today . . .  
For A Better Tomorrow

**Cattaraugus County Soil and Water Conservation District**

8 MARTHA ST., P.O. BOX 1765 ELLICOTTVILLE, NY 14731 PHONE (716) 699-2326 FAX (716) 699-5506

***Cattaraugus County DPW  
Emergency Stream Bank Project #3  
County Road #63  
Town of Franklinville***

**Bid Schedule for Construction Services**

<b>Item #</b>	<b>Work Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1.	Mobilization	1	LS	XXXXXX	\$ _____
2.	Flow Diversion	1	LS	XXXXXX	\$ _____
3.	Site Preparation	1	LS	XXXXXX	\$ _____
4.	Rock Installation	190	Ton	\$ _____	\$ _____
5.	Site Restoration/Seed & Mulch	1	LS	XXXXXX	\$ _____

**Total Project Cost \$ \_\_\_\_\_**

**BID FORM**

To: John Searles  
Cattaraugus County  
303 Court Street  
Little Valley, New York 14755

In compliance with your Advertisement for Bids, the undersigned:

---

(Name of firm, partnership or Corporation)

hereby proposes to furnish all supervision, labor, materials, plan, tools, equipment, transportation, overhead and profit, and other facilities related to, proper, for or incidental to the project 2021 Streambank Stabilization Projects, in strict accordance with the Project Manual dated March 2021 and the Drawings mentioned therein, and including any subsequently issued addenda for consideration of the following Unit Sum amount:

TOTAL BID: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**PROPOSED EQUIVALENTS**

The Contractor has included in the Base Bid the following kinds, types, brands, or manufacturers of materials in lieu of those named in the specifications. The Contractor understands that he includes these proposed equivalent items in the Base Bid at his own risk, as they are subject to the approval for the Engineer. The Contractor certifies that the following constitute the extent of proposed equivalent items included in the Base Bid are those named in the specifications.

<u>SPECIFICATION SECTION &amp; ITEM</u>	<u>PARAGRAPH(S)</u>	<u>PROPOSED EQUIVALENT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ATTACH ADDITIONAL PROPOSED EQUIVALENT ITEMS TO BID FORM.**

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of forty-five (45) calendar days from the date of Bid opening. Furthermore, the undersigned will, within ten (10) days of written notice of acceptance of this bid, execute a contract in the form specified and submit specified Performance and Payment Bonds.

The Bidder understands that the Owner specifically reserves the right to reject any and all Bids and to waive any informality therein.

The undersigned agrees to complete the work in accordance with the time period specified in the Supplementary Instructions to Bidders.

Addendum Receipt: The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

Submittals as required by the Instructions/Supplementary Instructions to Bidders, shall be completed and delivered to the Architect, by the two (2) low bidders, with three (3) working days after the Bid opening.

Dated \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
Legal name of person, partnership or corporation

Sign Bid Here) By: \_\_\_\_\_  
Name and Title

Legal Business Address: \_\_\_\_\_  
Street

\_\_\_\_\_  
City and State

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

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.)

*Principal*

(Corporate seal of ..... Company  
Surety Co.)

of .....

By .....

(Title of Officer)

Attest.....

(Title of Officer)



**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 )

) 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 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 )

) SS:

COUNTY OF )

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



**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, bidder shall supply full information concerning legal status:

FIRM NAME: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

**PRINCIPAL OFFICE:**

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**LOCAL OFFICE:**

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

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 NAMES:**

\_\_\_\_\_

**NAMES AND ADDRESSES OF PARTNERS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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. 23 – 2021 Streambank Stabilization Projects: County Road 47, Town of Lyndon; County Road 5, Town of New Albion and County Road 63, Town of Franklinville***, for Cattaraugus County Department of Public Works, does hereby accept all terms, conditions, and agreements contained and set forth in the, 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)

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---

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INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

The undersigned certifies, under penalty of perjury, that he 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

# CATTARAUGUS COUNTY

## DEPARTMENT OF PUBLIC WORKS

*Development – Progress – Workmanship*

*Kathleen M. Ellis, Commissioner*

*Michael J. Prinino, Deputy Commissioner*

*William A. Fox, PE, Director of Engineering*



*8810 Route 242, Jack Ellis Drive*

*Little Valley, New York 14755*

*Phone (716) 938 9121 | Fax (716) 938 2753*

### **PROJECT TITLE: 2021 STREAMBANK STABILIZATION PROJECTS**

### **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# 2021002438**

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, \_\_\_\_\_

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 **2021 Streambank Stabilization Projects**, 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 **October 1, 2021**.

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 "**2021 Streambank Stabilization Projects**"
- (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



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## PART 1 BIDDING REQUIREMENTS AND CONDITIONS

### 1.1 NOTICE TO BIDDERS (ADVERTISEMENT)

Sealed bids for the 2020 Stream Bank Stabilization Projects, 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 **Wednesday, April 14, 2021** 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 obtained electronically from the Cattaraugus County Department of Public Works.

Questions regarding the contract documents for this project may be directed to William A. Fox, PE, Director of Engineering, Cattaraugus County Department of Public Works at (716) 938-2439.

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-14) 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
- ❖ Flow Diversion
- ❖ Site Preparation/Bank Shaping
- ❖ Rock riprap Installation
- ❖ Drilling, Pinning and Grouting as needed
- ❖ Site Restoration / Seed & Mulch

### 3.2 ONE-CALL NOTIFICATION TRAINING CERTIFICATION

The Contractor certifies that its excavator(s), operator(s), and/or subcontractor(s), if any, have completed the training and education program provided by the One-Call Notification System pursuant to Article 36 of the NYS General Business Law and any other provider authorized by the Public Service Commission to administer such training and education program. The Contractor shall submit certificates of training with its bid.

## 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-16).

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-10.

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-10 (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.

APPENDIX "A"							
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	C	Ca	D	F	G	Ga
	Construction & Maintenance	Professional	Low Risk Professional	Property Leased to Others or Use of Facilities	Livery	All Purpose Public Entity, Concessionaire	Low Risk All Purpose Public Entity
<b>** COMMERCIAL GENERAL LIABILITY</b>	\$2,000,000 Agg. \$1,000,000 Occ.	\$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.	\$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			
X,C,U	Include						
Personal Injury	Include	Include	Include	Include	Include	Include	Include
Liquor Law				Include			
Host Liquor				Include			
<b>** AUTO LIABILITY</b>	\$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
<b>** EXCESS LIABILITY</b>	\$3,000,000	\$1,000,000		\$1,000,000	\$3,000,000	\$1,000,000	
<b>WORKERS' COMP.</b>	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption
<b>EMPLOYER'S LIABILITY</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>*** PROFESSIONAL LIAB.</b>		\$3,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 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-15) 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:

### 2021 Streambank Stabilization Projects

The County has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bid No. 23 opened Wednesday, April 14, 2021.

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 2021

OWNER: Cattaraugus County

BY: \_\_\_\_\_

TITLE: Deputy 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: 2021 Streambank Stabilization Projects**

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 October 1, 2021 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: 2021 Streambank Stabilization Projects**

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.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

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

Schedule Year 2020 through 2021  
Date Requested 03/11/2021  
PRC# 2021002438

Location Throughout County  
Project ID# Streambank2021  
Project Type Clean out sand and gravel bars, realign streambed and reinforce streambanks within Cattaraugus County

### 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 2020 through June 2021. 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.ny.gov](http://www.labor.ny.gov). 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 ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["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](http://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](http://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](http://www.labor.ny.gov).

## Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

### **Summary of Notice Posting Requirements**

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

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

Schedule Year 2020 through 2021  
Date Requested 03/11/2021  
PRC# 2021002438

Location Throughout County  
Project ID# Streambank2021  
Project Type Clean out sand and gravel bars, realign streambed and reinforce streambanks within Cattaraugus County

### 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



## **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' concern regarding 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. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

## **Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d**

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov). <https://labor.ny.gov/formsdocs/ui/1A999.pdf>

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.ny.gov](mailto:dol.misclassified@labor.ny.gov) .

## **Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)**

### **Effective June 23, 2020**

This provision is an addition to the existing 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 and supplement 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 job classification. The required notification will be provided with each wage schedule, may be downloaded from our website [www.labor.ny.gov](http://www.labor.ny.gov) or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. \*In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

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

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

#### **2. Background and Statutory References:**

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

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

#### **3. Procedures and Agency Responsibilities:**

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

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



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

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

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

Reports should contain the following information:

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

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

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

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



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. These include:

- Unemployment Insurance benefits, if you are 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 and Unemployment Insurance contributions required by New York State and Federal Law.**

**Penalties** for paying workers 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 or 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 (866) 435-1499 or send an email to [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov). All complaints of fraud and violations are taken seriously. You can remain anonymous.**

**Employer Name:**

IA 999 (09/16)



# Attention Employees

**THIS IS A: PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

**These wages are set by law and must be posted at the work site. They can also be found at:**  
[www.labor.ny.gov](http://www.labor.ny.gov)

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

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

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

Contractor Name: \_\_\_\_\_

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



## Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract 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 or 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 518-457-5589.

## WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$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 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 the 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.

Contractors must pay subcontractors within a 7 days period.

(07.19)

## 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.ny.gov](http://www.labor.ny.gov)) 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**

**03/01/2021**

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**WAGES**

Per hours: 07/01/2020

Boilermaker \$ 35.10

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: \$ 30.74\*

\*NOTE: \$29.50 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 at 12 Months  
Terms 3-8 at 6 Months

Per Hour:

1st 65%  
3rd 70%      4th 75%      5th 80%      6th 85%      7th 90%      8th 95%

Supplemental Benefits per hour:

All Terms \$ 30.74\*\*

\*\*NOTE: \$29.50 of this amount is for every Hour "Paid"

12-7

**Carpenter - Building**

**03/01/2021**

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

Chautauqua

**PARTIAL COUNTIES**

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

**WAGES**

Per hour: 07/01/2020

Carpenter \$ 27.55  
Floorlayer 27.55  
Certified Welder 28.55  
Hazardous Waste Worker 29.05  
Diver-Dry Day 28.55  
Dive Tender 28.55  
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)	\$ 20.00
Diver Wet	20.00
Diver Dry & Tender	20.00

**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:  
 Apprentices Indentured Prior to 1/1/2016 and  
 Floorlayer Apprentices Indentured After 01/01/2016

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

Carpenter Apprentices 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
\$11.94	\$11.94	\$14.59	\$14.59	\$14.59

12-276B-All

**Carpenter - Building**

**03/01/2021**

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

Erie

**PARTIAL COUNTIES**

Cattaraugus: Townships of Persia and Perrysburg

**WAGES**

Per hour: 07/01/2020  
 Building:

Carpenter	\$ 32.75
FloorLayer	32.75
Certified Welder	33.75
Hazardous Waste Worker	34.25
Diver-Dry Day	33.75
Diver Tender	33.75
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)	\$ 28.38
Diver(s)	28.38

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Carpenter Apprentices 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
\$12.00	\$12.00	\$14.65	\$14.65	\$14.65

12-276B-Cat

**Carpenter - Building / Heavy&Highway**

**03/01/2021**

**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 west 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:	07/01/2020	07/01/2021
		Additional

Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 31.48	\$ 1.15
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Note - Does not include the operation of equipment. Please see Operating Engineers rates.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.65

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5) 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
55%	60%	70%	80%

Supplemental Benefits per hour:

1st year term	\$ 11.80
2nd year term	11.80
3rd year term	14.45
4th year term	14.45

2-42AtSS

**Carpenter - Heavy&Highway**

**03/01/2021**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT** 12

**ENTIRE COUNTIES**

Allegany, Cattaraugus, Chautauqua

**WAGES**

Per hour: 07/01/2020

Carpenter	\$ 32.18
Certified Welder	33.68
Diver-Dry Day	33.18
Diver-Wet Day**	57.18
Dive Tender	33.18
Hazardous Waste Worker	34.18
Pile Driver	35.66
Millwright	33.68
Effluent & Slurry Diver-Dry Day	49.77
Effluent & Slurry Diver-Wet Day	85.77

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)	\$ 23.65
Diver Wet	24.99
Diver Dry & Tender	24.99
Pile Driver	26.00

**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
55%	60%	70%	80%

Indentured After 01/01/2016

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%

Pile Driver Apprentices(1300hour terms at percentage of Pile Driver Rate)

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental benefits per hour worked:

1st	2nd	3rd	4th	5th
\$11.80	\$11.80	\$14.45	\$14.45	\$14.45

12-276HH-All

**Electrician** **03/01/2021**

**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: 07/01/2020

Electrician\* \$ 36.49

\* 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:

\$ 29.05\*

\* 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  
 \$ 13.50 \$ 14.60 \$ 16.40 \$ 20.05 \$ 25.55 \$ 29.20

Supplemental benefits per hour:

0 to 2000 to 6500 to 8200  
 \$ 13.01\* \$ 23.55\* \$ 29.05\*

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

3-41

**Electrician** **03/01/2021**

**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:	07/01/2020	01/01/2021
		Additional
Electrician*	\$ 37.59	\$ 1.90

\* 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: \$ 23.03\*

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

\* NOTE - \$10.72 of this amount is paid at straight time, the remaining balance of \$11.69 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	1001 to	2001 to	2751 to	3501 to	4251 to	5001 to	5751 to	6601 to	7351 to
1000	2000	2750	3500	4250	5000	5750	6600	7350	8200
40%	45%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental benefits per hour:

07/01/2020									
\$ 8.38	\$ 8.38	\$ 15.24*	\$ 15.63*	\$ 18.77*	\$ 19.38*	\$ 20.00*	\$ 20.60*	\$ 21.21*	\$ 21.82*

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

\* Note - \$10.72 of this amount is paid at straight time, the remaining balance is paid at the same premium as the wages.

**Elevator Constructor**

**03/01/2021**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 3**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:	07/01/2020
Elevator Constructor	\$ 51.44
Helper	36.01

**\*\* 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:	\$ 34.77
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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:	\$ 34.77
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\* 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**

**03/01/2021**

**JOB DESCRIPTION** Glazier

**DISTRICT 3**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:	07/01/2020	05/01/2021
		Additional
Glazier	\$ 27.50	\$ 1.20
Working off Suspended		
Scaffold (Swing Stage)	28.50	1.20
Maintenance	17.21*	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:



Journeyman Glazier \$ 23.37  
Maintenance 14.83

**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	\$ 8.00
3rd & 4th terms	8.85
All other terms	10.25

3-660

**Insulator - Heat & Frost**

**03/01/2021**

**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: 07/01/2020  
Heat & Frost Insulator \$ 34.15

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 24.69

**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	\$ 19.64
All other terms	\$ 24.69

3-4

**Ironworker**

**03/01/2021**

**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:	07/01/2020	07/01/2021 Additional
Structural	\$ 31.45	\$ 1.25
Ornamental	31.45	1.25
Layout	31.45	1.25
Rodmen	31.45	1.25
Reinforcing	31.45	1.25
Welders	31.45	1.25
Riggers & Mach. Movers	31.45	1.25
Curtain Wall Erector	31.45	1.25
Window Erector	29.10	1.25
Fence Erector	30.02	1.25

**SUPPLEMENTAL BENEFITS**

Per hour:

Fence erectors	\$ 28.05
All others	29.55

**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
\$ 12.59	\$ 22.26	\$ 23.65	\$ 25.03

**Laborer - Building**

**03/01/2021**

**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:	07/01/2020	07/01/2021 Additional
Basic and Flagman	\$ 24.57	\$ 1.10
Blaster, Nozzelman, Curb and Flatwork Formsetter not on structures, Pipelayer	25.57	1.10
Work 40 ft. and up	25.57	1.10
Hazardous Waste	24.72	1.10
Deleader & Asbestos Removal	26.07	1.10
OSHA Level C or greater protective suit or any anti-contamination clothing is required	26.57	1.10
With supplied air respirator	26.57	1.10
	27.57	1.10

\*\* 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: \$ 17.95

**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:

\$ 17.95

3-621b

**Laborer - Building**

**03/01/2021**

**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:	07/01/2020
Building Laborer:	
CLASS A	\$ 28.78
CLASS B	28.95
CLASS C	29.06
CLASS D	29.53
CLASS E	29.78
CLASS F	30.28
CLASS G	30.78

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 26.75

**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:

\$ 26.75

3-210b

**Laborer - Heavy&Highway**

**03/01/2021**

**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, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer, 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:	07/01/2020	07/01/2021
		Additional
GROUP A	\$ 28.34	\$1.50
GROUP B	28.74	\$1.50
Hazardous waste removal, lead abatement, asbestos abatement add \$ 1.50		

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 23.15

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**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:

\$ 23.15

3-621h Zone 1

**Lineman Electrician**

**03/01/2021**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT** 6

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

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

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

07/01/2020

Lineman, Technician	\$ 53.50
Crane, Crawler Backhoe	53.50
Welder, Cable Splicer	53.50
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	32.10

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

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

Lineman, Technician	\$ 53.50
Crane, Crawler Backhoe	53.50
Cable Splicer	58.85
Certified Welder - Pipe Type Cable	56.18
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	32.10

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

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

Lineman, Tech, Welder	\$ 54.82
Crane, Crawler Backhoe	54.82
Cable Splicer	60.30
Certified Welder - Pipe Type Cable	57.56
Digging Mach. Operator	49.34
Tractor Trailer Driver	46.60
Groundman, Truck Driver	43.86
Equipment Mechanic	43.86
Flagman	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	\$ 56.01
Crane, Crawler Backhoe	56.01
Cable Splicer	56.01
Digging Mach. Operator	50.41
Tractor Trailer Driver	47.61

Groundman, Truck Driver	44.81
Equipment Mechanic	44.81
Flagman	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 %

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. 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	\$ 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 per hour: 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 per hour: Same as Journeyman

6-1249a

**Lineman Electrician - Teledata**

**03/01/2021**

**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).

07/01/2020	01/01/2021
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Cable Splicer	\$ 33.77	\$ 34.78
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Installer, Repairman	\$ 32.05	\$ 33.01
Teledata Lineman	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 32.05	\$ 33.01
Groundman	\$ 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	\$ 5.06	\$ 5.06
	*plus 3% of wage paid	*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** **03/01/2021**

**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: 07/01/2020

Lineman, Technician	\$ 46.20
Crane, Crawler Backhoe	46.20
Certified Welder	48.51
Digging Machine	41.58
Tractor Trailer Driver	39.27
Groundman, Truck Driver	36.96
Equipment Mechanic	36.96
Flagman	27.72

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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%

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. 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	\$ 24.90
	*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.

	07/01/2020
1st term	\$ 27.72
2nd term	30.03
3rd term	32.34
4th term	34.65
5th term	36.96
6th term	39.27
7th term	41.58

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249a-LT

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**Lineman Electrician - Tree Trimmer**

**03/01/2021**

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT** 6

**ENTIRE COUNTIES**

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

**WAGES**

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.

Per hour:	07/01/2020	01/03/21	01/02/22	01/01/23
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Tree Trimmer	\$ 26.56	\$ 27.36	\$ 28.25	\$ 29.59
Equipment Operator	23.49	24.19	24.98	26.17
Equipment Mechanic	23.49	24.19	24.98	26.17
Truck Driver	19.56	20.15	20.80	21.79
Groundman	16.11	16.59	17.13	17.94
Flag person	11.80	12.50*	12.50	12.94

\*RATE GOES INTO EFFECT 12/31/2020

**SUPPLEMENTAL BENEFITS**

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

Journeyman	\$ 9.98	\$ 9.98	\$ 10.23	\$ 10.48
	*plus 3% of hourly wage	*plus 3% of hourly wage	*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**

**03/01/2021**

**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:	07/01/2020	07/01/2021
Building:		Additional
Bricklayer Cement	\$ 32.23	\$ 1.15
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	\$ 21.47
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**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
\$ 19.28	\$ 22.15	\$ 25.51	\$ 28.88

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 12.86	\$ 15.38	\$ 17.41	\$ 19.43

5-3B - Jam - Z2

**Mason - Building**

**03/01/2021**

**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:	07/01/2020
Plasterer	\$ 30.15

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

**SUPPLEMENTAL BENEFITS**

Per hour:	\$ 21.49
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**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
\$ 12.50	\$ 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**

**03/01/2021**

**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:	07/01/2020
Building:	
Bricklayer	\$ 31.72
Stone Mason	31.72
Tuck Pointer	31.72

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 \$ 30.11

**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
\$ 25.37	\$ 25.70	\$ 27.42	\$ 29.92

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 11.65	\$ 17.52	\$ 22.00	\$ 25.71

5-3B-Z3

**Mason - Building / Heavy&Highway**

**03/01/2021**

**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: 07/01/2020

Cement Mason \$ 31.00  
Additional \$0.25 per hr for Swing scaffold or exterior scaffold 42' or higher.  
Additional \$1.00 per hr when required to wear respirator.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 31.92

**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
\$ 15.63	\$ 17.19	\$ 20.25	\$ 23.31	\$ 26.44	\$ 29.56

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 8.36	\$ 11.31	\$ 11.19	\$ 14.38	\$ 16.43	\$ 19.66

3-111Erie

**Mason - Heavy&Highway**

**03/01/2021**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Cattaraugus: Entire county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.  
Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

**WAGES**

Per hour:	07/01/2020	07/01/2021
Heavy & Highway:		Additional
Cement Mason	\$ 31.58	\$ 1.15
Bricklayer	31.58	

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 22.93

**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	\$ 14.13
2nd - 4th term	22.93

5-3h

**Mason - Tile Finisher**

**03/01/2021**

**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:	07/01/2020	07/01/2021
Building:		Additional
Marble, Slate, Terrazzo and Tile Finisher	\$ 27.34	\$ 1.15

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: \$ 18.31

**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
\$ 18.36	\$ 21.79	\$ 22.78

Supplemental benefits per hour:

1st	2nd	3rd
\$ 8.95	\$ 10.11	\$ 13.70

5-3TF - Z2

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**Mason - Tile Finisher****03/01/2021**

**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: 07/01/2020

Building:

Marble, Slate, Terrazzo and Tile Finisher \$ 29.31

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: \$ 16.37

**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
\$ 18.79	\$ 21.31	\$ 24.13

Supplemental benefits per hour:

1st	2nd	3rd
\$ 8.54	\$ 10.61	\$ 12.37

5-3TF - Z3

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**Mason - Tile Setter****03/01/2021**

**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: 07/01/2020

Building:

Marble, Slate, Terrazzo and Tile Setter \$ 32.25

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

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 29.08

**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:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 25.15	\$ 25.43	\$ 27.19	\$ 30.22

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 11.57	\$ 17.44	\$ 21.83	\$ 24.96

5-3TS - Z3

**Mason - Tile Setter**

**03/01/2021**

**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:	07/01/2020	07/01/2021
Building:		Additional
Marble, Slate, Terrazzo and Tile Setter	\$ 32.61	\$ 1.15

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 \$ 18.74

**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 Joureyman's wage:

1st	2nd	3rd	4th
\$ 20.57	\$ 23.51	\$ 26.64	\$ 29.79

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 10.16	\$ 12.38	\$ 14.40	\$ 16.41

5-3TS - Z2

**Millwright**

**03/01/2021**

**JOB DESCRIPTION** Millwright

**DISTRICT 7**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2020

Building	\$ 29.03
Heavy & Highway*	31.03

\*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 an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- On Building projects, 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) are required, then that employee shall receive an additional \$1.50 per hour.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes 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 \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 22.80
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**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 per hour: One year terms at the following percentage of Journeyman's wage:

Appr. 1st year	60 %*
Appr. 2nd year	70 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

\*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work (Bldg)	1.50
Hazardous Waste Work (H/H)	2.00
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 10.90
Appr. 2nd year	19.23
Appr. 3rd year	20.42
Appr. 4th year	21.61

7-1163 Zone 2

**Operating Engineer - Building**

**03/01/2021**

**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:	07/01/2020
Class A	\$ 37.86
Class B	33.38
Crane(Up to 60 Tons)	40.86
" (61 to 199 Tons)	41.36
" (200 to 399 Tons)	41.86
" (400 Tons or more)	42.36

Additional \$5.00/hr. for Any Tower Crane  
Additional \$2.50/hr. for Hazardous Work Site  
Additional \$1.00/hr. for Tunnel Work

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyman \$ 30.70\*\*

\*\*Note: For Overtime Hours \$22.50 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, \*\*V) on OVERTIME PAGE  
 \* Only Saturdays between October 15th and April 15th.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:  
 1 year Terms

1st	2nd	3rd	4th
\$27.70	\$28.59	\$29.47	\$30.31

Supplemental benefits Per Hour:  
 All Apprentices \$29.80\*\*

\*\*Note: For Overtime Hours \$22.50 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** **03/01/2021**

**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, Conveying Vehicles Conveying Engineer's Equipment, Core Drill, Crane, Crusher, Decontamination of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Gradall, Grader, Grout or 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- Heavy/Highway, Sewer/Water, Tunnel:

Per hour:	07/01/2020
Class A	\$ 39.89
Class B	35.39
Crane(boom over 100ft)	40.64
" (boom over 200ft)	40.89

" (boom over 300ft) 41.39

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 \$3.00/hr. for Mandated Off-Shift Work

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 32.01\*

\*Note: For Overtime Hours \$24.31 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, \*V) 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
\$32.39	\$33.39	\$34.39	\$35.39

Supplemental Benefits

All Apprentices \$31.61\*

Note: For Overtime Hours \$24.31 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**

**03/01/2021**

**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.

07/01/2020

Party Chief	\$ 42.64
Instrument Person	40.20
Rod Person	27.78

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 \$ 27.80

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on the Percentage of Rod Person wage:

07/01/2020

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

SUPPLEMENTAL BENEFITS per hour worked:

0-1000 Hrs \$ 16.62  
1001-2000 Hrs 19.40  
2001-3000 Hrs 22.17

12-17D Sur

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**Operating Engineer - Survey Crew - Consulting Engineer**

**03/01/2021**

**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.

07/01/2020

Party Chief \$ 42.64  
Instrument Person 40.20  
Rod Person 27.78

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 27.80

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

07/01/2020

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

SUPPLEMENTAL BENEFITS per hour worked:

0-1000	\$ 16.62
1001-2000	19.40
2001-3000	22.17

12-17D Con Eng

**Painter** **03/01/2021**

**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:	07/01/2020	05/01/2021
		Additional
Basic Rate (Brush & Roll)	\$ 27.25	\$ 1.00
Spray painting, wallcovering	27.25	1.00
Abrasive and hydroblasting	27.25	1.00
Taping/DryWall Finisher	27.75	1.00
Skeleton Steel*	28.00	1.00

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 25.54

**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
\$ 2.35	\$ 4.35	\$ 5.35	\$ 5.85	\$ 6.35	\$ 6.85	\$ 7.35	\$ 7.60

3-4-Buf, Nia, Olean

**Painter** **03/01/2021**

**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:	07/01/2020	05/01/2021 Additional
Bridge	\$ 39.20	\$ 1.00
Tunnel	39.20	1.00
Tank*	37.20	1.00

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

Note an additional \$1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 29.00

**OVERTIME PAY**

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

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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	\$ 5.50
3rd & 4th terms	5.50
5th & 6th terms	6.50

3-4-Bridge, Tunnel, Tank

**Painter**

**03/01/2021**

**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:	07/01/2020	05/01/2021 Additional
Brush & Roller, taping, wallcovering, swing & bosun under 3 stories or under 35 ft	\$ 26.95	\$ 1.00
Swing & bosun over 3 stories or over 35 feet, steel painting	26.95	1.00
All spraying, steam cleaning & sandblasting, all toxic coating	27.20	1.00
Stacks	27.20	1.00
	27.60	1.00
	27.60	1.00
	28.25	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:

\$ 18.28

**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
\$ 2.35	\$ 4.35	\$ 5.35	\$ 5.85	\$ 6.35	\$ 6.85	\$ 7.35	\$ 7.60

3-4-Jamestown

**Painter - Metal Polisher**

**03/01/2021**

**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**

	07/01/2020
Metal Polisher	\$ 36.33
Metal Polisher*	37.43
Metal Polisher**	40.33

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2020

Journeyworker:

All classification \$ 9.94

**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:

07/01/2020

1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 6.69
2nd year	6.69
3rd year	6.69

8-8A/28A-MP

**Plumber**

**03/01/2021**

**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: 07/01/2020

Plumber	\$ 36.63
Steamfitter	\$ 36.63

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 26.43

Note - \$3.60 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:

\$ 21.80

Note - \$3.60 of this amount must be paid at the same premium as the wage.

3-22-Buffalo, Niagara

**Plumber**

**03/01/2021**

**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: 07/01/2020

Plumber \$ 35.58

Steamfitter \$ 35.58

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 26.43

Note - \$3.60 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:

\$ 21.80

Note - \$3.60 of this amount must be paid at the same premium as the wage.

3-22-Southern

**Roofer**

**03/01/2021**

**JOB DESCRIPTION** Roofer

**DISTRICT 3**

**ENTIRE COUNTIES**

Allegany, Cattaraugus, Chautauqua

**WAGES**

Per hour: 07/01/2020 05/01/2021 05/01/2022

Additional Additional

Roofer \$ 32.00 \$1.00 \$1.00

Waterproofer 32.00 \$1.00 \$1.00

Asbestos Removal with respirator or protective suit add \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 14.20



**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	14.20

3-210

<b>Sheetmetal Worker</b>	<b>03/01/2021</b>
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**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 3**

**ENTIRE COUNTIES**

Cattaraugus, Chautauqua

**WAGES**

Per hour:	07/01/2020	07/01/2021
Sheet Metal Worker	\$ 28.00	\$0.75

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: \$ 24.06

**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
\$ 14.00	\$ 15.12	\$ 16.24	\$ 17.36	\$ 18.48	\$ 19.60	\$ 20.72	\$ 21.84

Supplemental Benefits

07/01/2020

1st term	\$ 13.55
2nd term	14.10
3rd term	16.44
4th term	17.11
5th term	17.79
6th term	18.46
7th term	19.13
8th term	19.79

3-112-Jamestown

<b>Sprinkler Fitter</b>	<b>03/01/2021</b>
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**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 07/01/2020  
 Sprinkler \$ 35.01  
 Fitter

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 26.62

**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

One Half Year terms at the following percentage of journey person's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 16.94	\$ 18.82	\$ 20.44	\$ 22.31	\$ 24.18	\$ 26.05	\$ 27.92	\$ 29.79	\$ 31.67	\$ 33.54

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 18.70	\$ 18.70	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95 1-669

**Teamster - Building / Heavy&Highway**

**03/01/2021**

**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: 07/01/2020  
 GROUP 1 \$ 39.60  
 GROUP 2 39.60

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:  
 \$ 15.08

**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

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**Welder**

**03/01/2021**

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**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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour 07/01/2020

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

- ( 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
- ( U ) Four times the hourly rate for Holidays
- ( 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)

Telephone: (    )

Fax: (    )

E-Mail:

2. NY State Units (see Item 5)

- |   |  |
|---|--|
| <input type="checkbox"/> 01 DOT                                   | <input type="checkbox"/> 07 City   |
| <input type="checkbox"/> 02 OGS                                   | <input type="checkbox"/> 08 Local School District  |
| <input type="checkbox"/> 03 Dormitory Authority                   | <input type="checkbox"/> 09 Special Local District, i.e.,<br>Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University<br>Construction Fund | <input type="checkbox"/> 10 Village  |
| <input type="checkbox"/> 05 Mental Hygiene<br>Facilities Corp.    | <input type="checkbox"/> 11 Town   |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT                 | <input type="checkbox"/> 12 County   |
|   | <input type="checkbox"/> 13 Other Non-N.Y. State<br>(Describe)                           |

3. SEND REPLY TO  check if new or change)  
Name and complete address:

Telephone:(    )

Fax: (    )

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

- 1. New Building
- 2. Addition to Existing Structure
- 3. Heavy and Highway Construction (New and Repair)
- 4. New Sewer or Waterline
- 5. Other New Construction (Explain)
- 6. Other Reconstruction, Maintenance, Repair or Alteration
- 7. Demolition
- 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- |  |   |
|--|---|
| <input type="checkbox"/> Construction (Building, Heavy<br>Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen                                   |
| <input type="checkbox"/> Tunnel  | <input type="checkbox"/> Janitors, Porters, Cleaners,<br>Elevator Operators |
| <input type="checkbox"/> Residential   | <input type="checkbox"/> Moving furniture and<br>equipment                  |
| <input type="checkbox"/> Landscape Maintenance                                 | <input type="checkbox"/> Trash and refuse removal                           |
| <input type="checkbox"/> Elevator maintenance                                  | <input type="checkbox"/> Window cleaners                                    |
| <input type="checkbox"/> Exterminators, Fumigators                             | <input type="checkbox"/> Other (Describe)                                   |
| <input type="checkbox"/> Fire Safety Director, NYC Only                        |   |

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?    YES     NO

10. Name and Title of Requester

**Signature**







NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

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 01/13/2021**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
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		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC	****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022

**NYSDOL Bureau of Public Work Debarment List 01/13/2021**

**Article 8**

DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
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 DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING 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	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. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	NYC	****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024

**NYS DOL Bureau of Public Work Debarment List 01/13/2021**

**Article 8**

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	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
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	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC	****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	NYC	****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC	****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL	****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	NYC	****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023

**NYSDOL Bureau of Public Work Debarment List 01/13/2021**

**Article 8**

DOL	NYC	****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL	****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
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	NYC	****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL	****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL	****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
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	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	AG	****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021

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DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
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		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
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	*****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	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	01/30/2018	01/30/2023
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	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	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	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021

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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	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
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	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
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		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4 YONKERS 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	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29 MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204 NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOOR STATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	NYC	****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
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	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC	****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023



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DOL	NYC	****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
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	****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
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	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	NYC	****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DA	****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
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	01/30/2018	01/30/2023
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021

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DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
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	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021
DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
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		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022

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DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL	****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
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
DOL	DOL	****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	****6418	VALHALLA CONSTRUCTION, LLC.		796 PHELEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	****7361	VIALE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
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	****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL	****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

# ATTACHMENT A

## PROJECT DESCRIPTIONS / LOCATION MAP / SKETCHES



Conservation Today . . .  
For A Better Tomorrow

## Cattaraugus County Soil and Water Conservation District

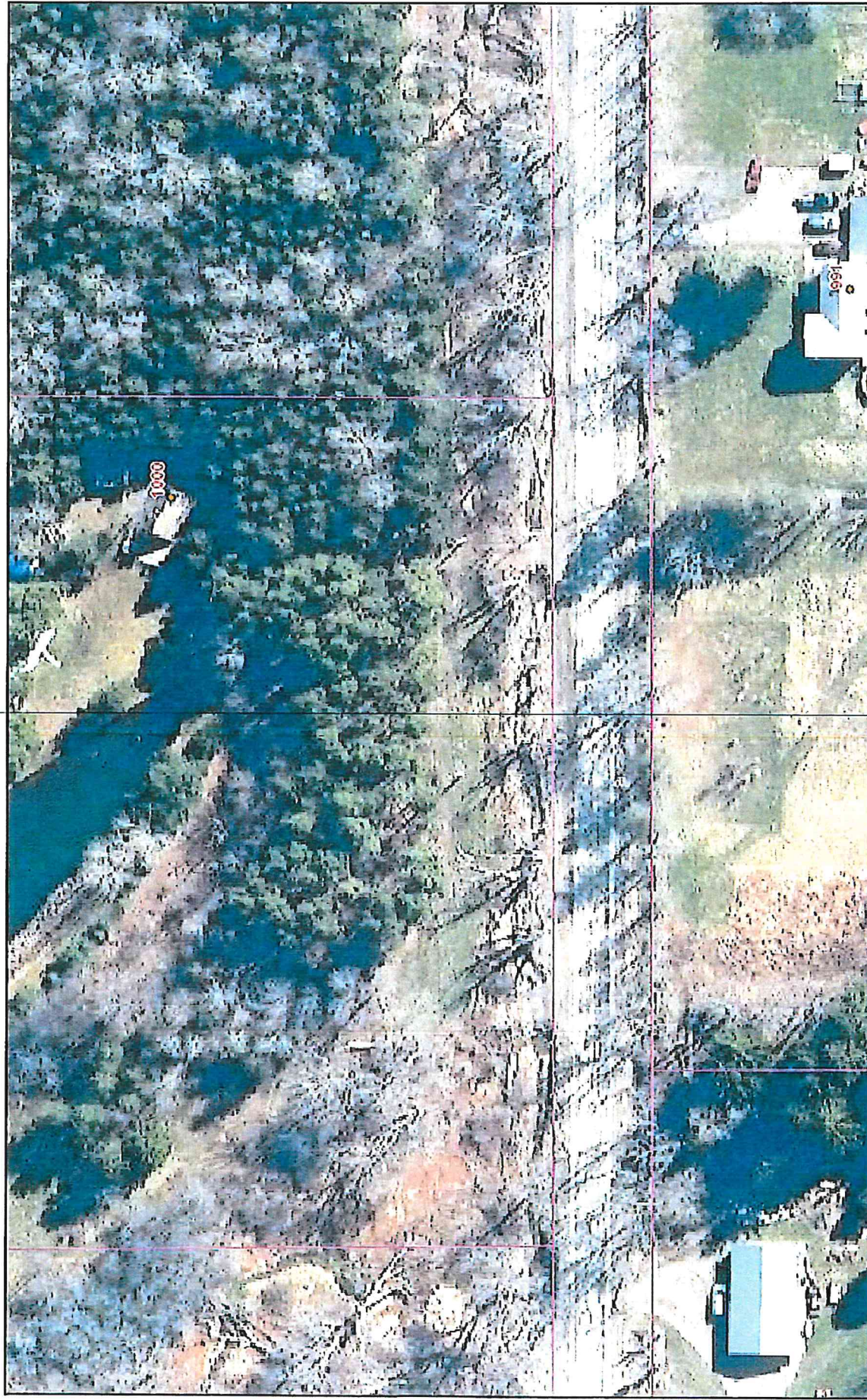
8 MARTHA ST., P.O. BOX 1785 ELLICOTTVILLE, NY 14731 PHONE (716) 699-2326 FAX (716) 699-5506

***Cattaraugus County DPW  
2021 Emergency Stream Bank Project 1  
County Road 47  
Town of Lyndon  
Project Description***

**Project Description-** This project will involve the repair of a stream channel as it flows along the road shoulder of County Road 47 in the Town of Lyndon. The work will be done on a tributary of Gates Creek and will be approximately 315 linear feet in length. The work will consist on using on-site material to reshape the bank and armor the repairs with rock riprap to protect the stream channel and the road shoulder. The sequence of work to complete this project will be as follows:

1. It will be the responsibility of the Contractor to have all the utilities located and marked. There will be no work started until this has been done.
2. Flow will be diverted away from the work area the best way possible. All precautions will be taken to prevent siltation from leaving the work area.
3. The area will be repaired as needed using on-site material to reshape the stream channel as needed. It will be stabilized using a mixture of 75% DOT heavy and 25% DOT medium material for good coverage. There will be a 3 foot by 3 foot Toe into the stream bed and rock will be placed 1.5 foot thick on a 2 foot vertical to a 1 foot horizontal finish slope approximately 11 feet up the bank. There will be a 15 foot key on the upstream end of bank rock. The length of this work will be approximately 315 linear feet and the estimated amount of rock for the project will be 500 tons.
4. The site will be restored and seeded with an approved seed mixture and mulched or at the Contractor's discretion, be hydro-seeded.

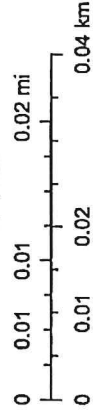
# Cattaraugus County GIS Map

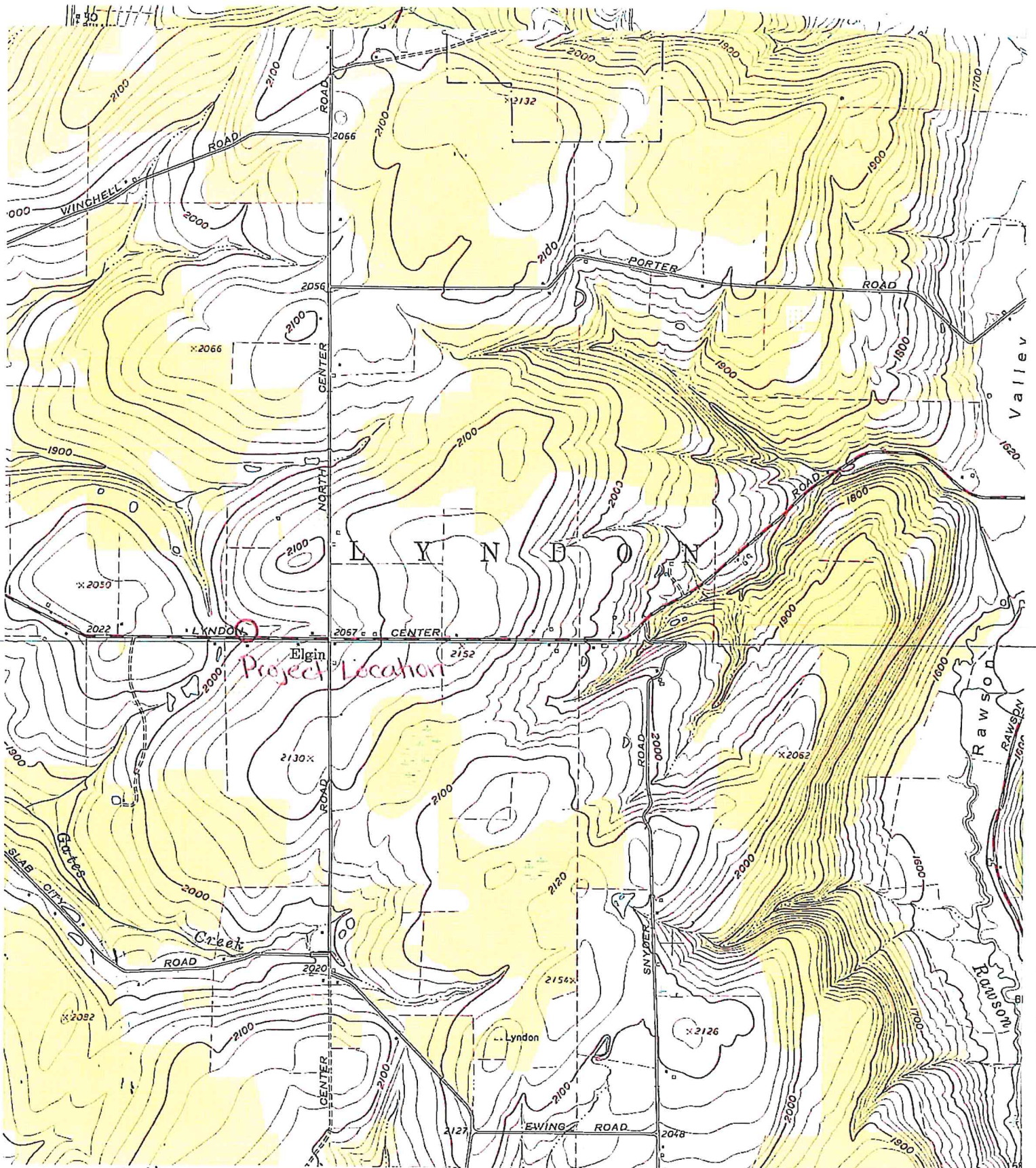


12/21/2020, 1:46:22 PM

- Addresses
- ° Y
- N
- Streams
- Parcel Lines

1:1,128





Cattaraugus County DPW Co Rd 47  
Shoulder + Stream Bank  
Stabilization Project  
Lat. 42° 18' 18.4"  
Long. 78° 21' 30.8"



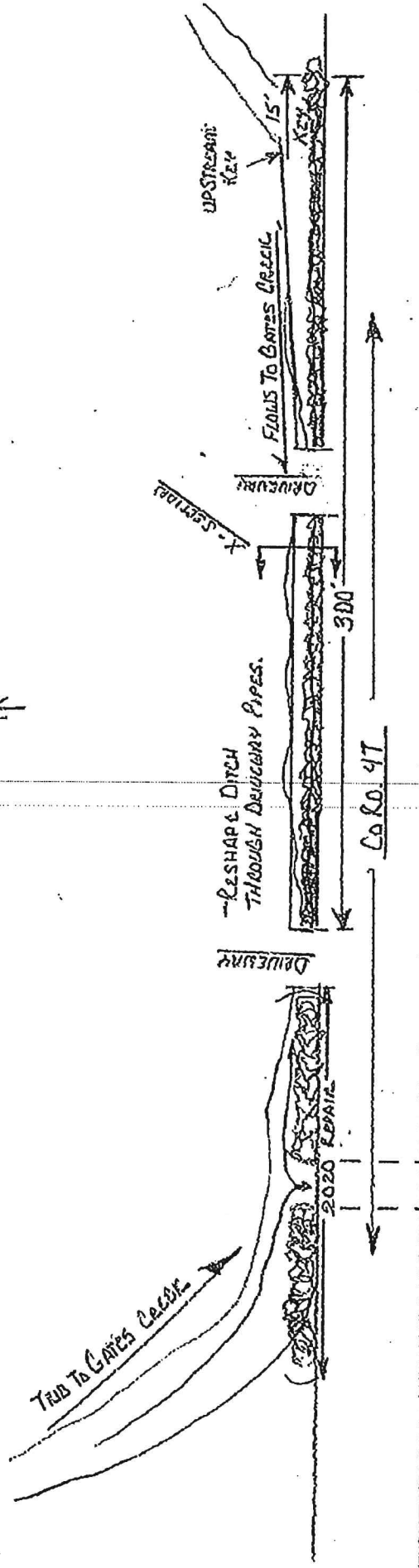
Co. Rd. 47 LOOKING DOWNSTREAM



Co. Rd. 47 LOOKING UPSTREAM



**Plan View – Cattaraugus Co DPW  
Co Rd 47 Shoulder and Stream Bank**



- 1) All utilities will be marked before any work is started.
- 2) This project will be done on a tributary to Gates Creek in the Town of Lyndon. The work will be to reshape the eroding stream bank and road shoulder using material from the on-site gravel bar and to stabilize the repair, rock riprap will be used. The total length of this project will be approximately 315 linear feet.
- 3) Flow will be diverted away from the work area to allow work to be completed in dry conditions.
- 4) The reshaping will use material from the gravel bar as needed and the rock will be a mixture of 75 % DOT heavy and 25 % DOT medium rock. It will be toed into the stream bed 3 feet. The reshaped bank will be on a 2-foot horizontal to 1-foot vertical finish slope and the rock will be placed on it approximately 1.5 feet thick. There will be a 15-foot key on the upstream end if. Approximately 500 tons of rock will be needed to complete this project.
- 5) All disturbed areas will be finish graded. Seeded and mulched.
- 6) There will be no trees cut to complete this project and the stream bed is a coarse gravel/cobble material.

**Cattaraugus County Soil & Water Conservation District**

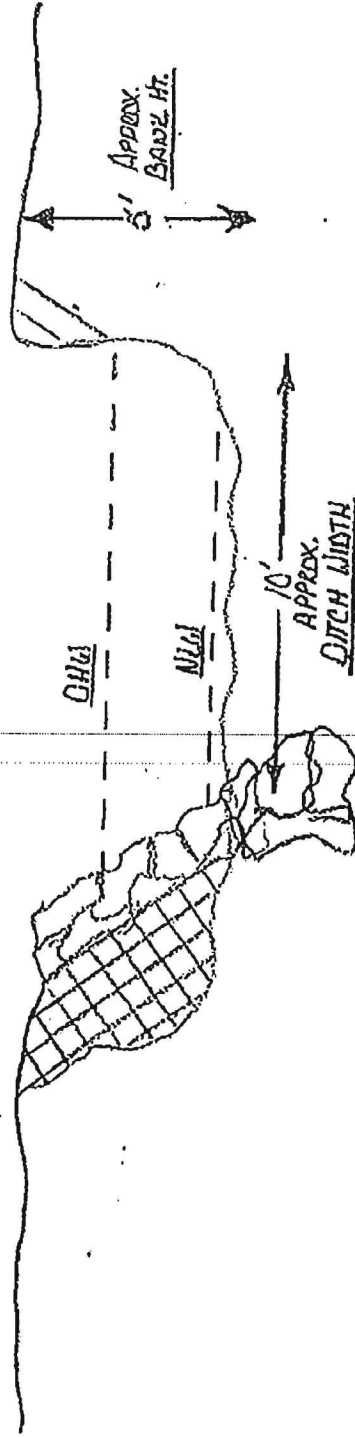
Project Name: Cattaraugus Co DPW Co Rd 47 Shoulder and Stream Bank

Stabilization Project

Designed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Drawn: R. Shenk \_\_\_\_\_ Date: 2/2020  
 Checked: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: Plan-View Drawing

**Drawing Not To Scale  
For Permit Purposes Only  
Not An Engineered Design**

**Cross Section View – Cattaraugus Co  
DPW Co Rd 47 Shoulder and Stream Bank**



- 1) All utilities will be marked before any work is started.
- 2) This project will be done on a tributary to Gates Creek in the Town of Lyndon. The work will be to reshape the eroding stream bank and road shoulder using material from the on-site gravel bar and to stabilize the repair, rock riprap will be used. The total length of this project will be approximately 315 linear feet.
- 3) Flow will be diverted away from the work area to allow work to be completed in dry conditions.
- 4) The reshaping will use material from the gravel bar as needed and the rock will be a mixture of 75 % DOT heavy and 25 % DOT medium rock. It will be toed into the stream bed 3 feet. The reshaped bank will be on a 2-foot horizontal to 1-foot vertical finish slope and the rock will be placed on it approximately 1.5 feet thick. There will be a 15-foot key on the upstream end if. Approximately 500 tons of rock will be needed to complete this project.
- 5) All disturbed areas will be finish graded. Seeded and mulched.
- 6) There will be no trees cut to complete this project and the stream bed is a coarse gravel/cobble material.

**Cattaraugus County Soil & Water Conservation District**

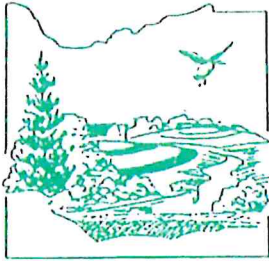
Project Name: Cattaraugus Co DPW Co Rd 47 Shoulder and Stream Bank

Stabilization Project

Designed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Drawn: R. Shenk \_\_\_\_\_ Date: 2/2020  
 Checked: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ Cross Section-View Drawing

Sheet 2 of 2

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For Permit Purposes Only  
Not An Engineered Design



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For A Better Tomorrow

## Cattaraugus County Soil and Water Conservation District

8 MARTHA ST., P.O. BOX 1765 ELLICOTTVILLE, NY 14731 PHONE (716) 699-2326 FAX (716) 699-5506

***Cattaraugus County DPW  
2021 Emergency Stream Bank Project 2  
County Road 5  
Town of New Albion  
Project Description***

**Project Description-** This project will involve the repair of a stream channel that flows along Co. Rd. 5 in the Town of New Albion. The work will be done on a tributary to the Conewango Creek and will consist of work in 2 reaches for this project. Reach 1 will be on the south side of the road and is approximately 100 linear feet in length. The channel will be reshaped and rock will be placed from the outlet of the cross culvert along the road shoulder to prevent future erosion along the shoulder. Reach 2 will be on the north side of the road. The length of this reach will be approximately 300 linear feet. The shoulder/stream bank will be reshaped with on site material and rock riprap will be placed to the cross culvert. The sequence of work to complete this project will be as follows:

1. It will be the responsibility of the Contractor to have all the utilities located and marked. There will be no work started until this has been done.
2. Flow will be diverted away from the work area the best way possible. All precautions will be taken to prevent siltation from leaving the work area.
3. The area will be repaired as needed using on-site material to reshape the stream channel as needed. The repairs will be stabilized using a mixture of 75% DOT heavy and 25% medium material for good coverage. There will be a 3 foot by 3 foot Toe into the stream bed and rock will be placed 1.5 feet thick on a 2 foot vertical to a 1 foot horizontal finish slope approximately 6 foot up the bank at Reach 1 and approximately 9 feet at Reach 2. There will be a 15 foot key on the upstream end of Reach 2 and a 10 foot key at the downstream end of Reach 1. The total length of Reach 1 is 100 linear feet and Reach 2 will be 300 linear feet and the estimated amount of rock for both reaches will be approximately 600 tons.
4. The site will be restored and seeded with an approved seed mixture and mulched or at the Contractor's discretion, be hydro-seeded.

# Cattaraugus County GIS Map



1/27/2021, 10:17:52 AM

Addresses N

• Y

Parcel Lines

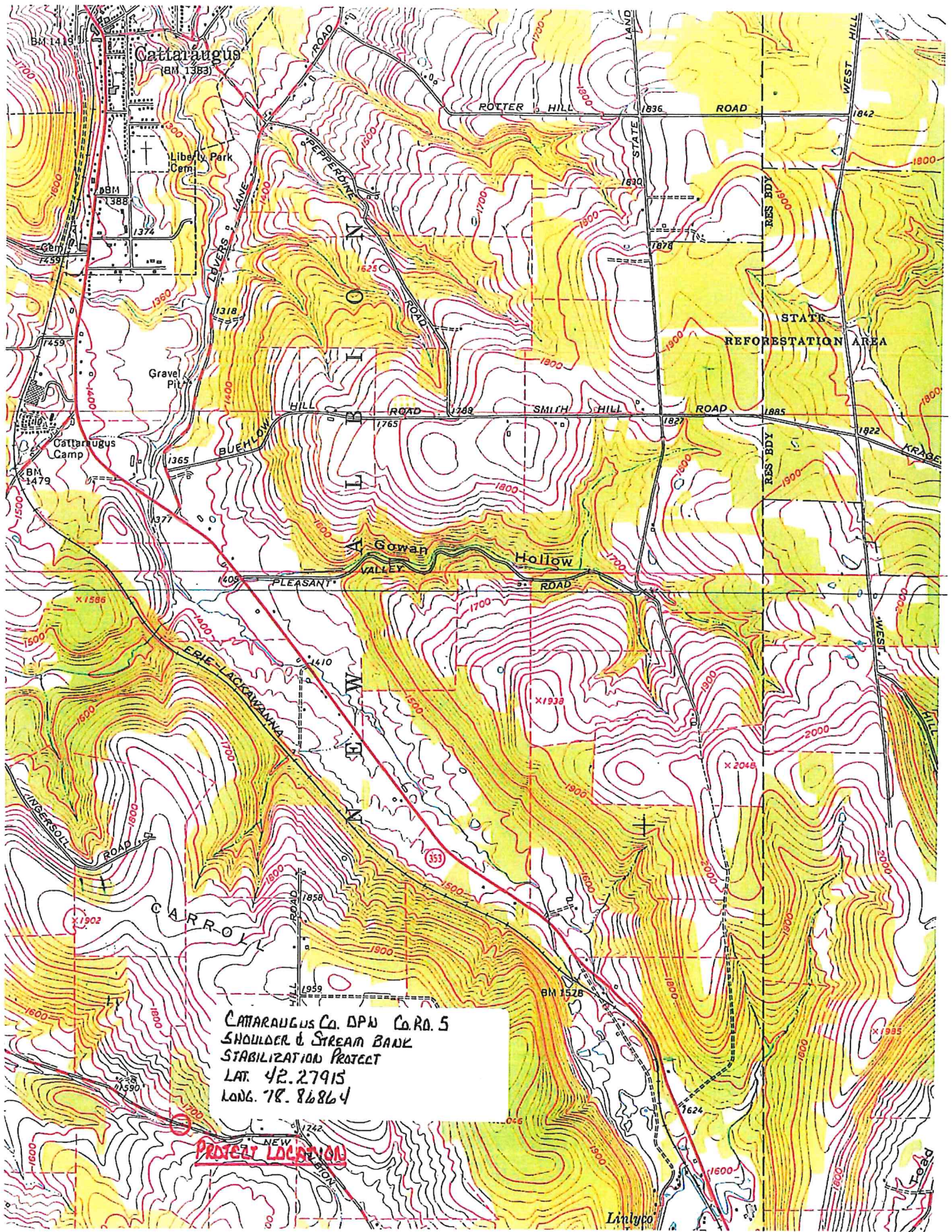
Streams

CATTARAUGUS Co. DPW Co. Rd. 5  
STREAM / SHILOH RIVER BRIDGE

1:1,128

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

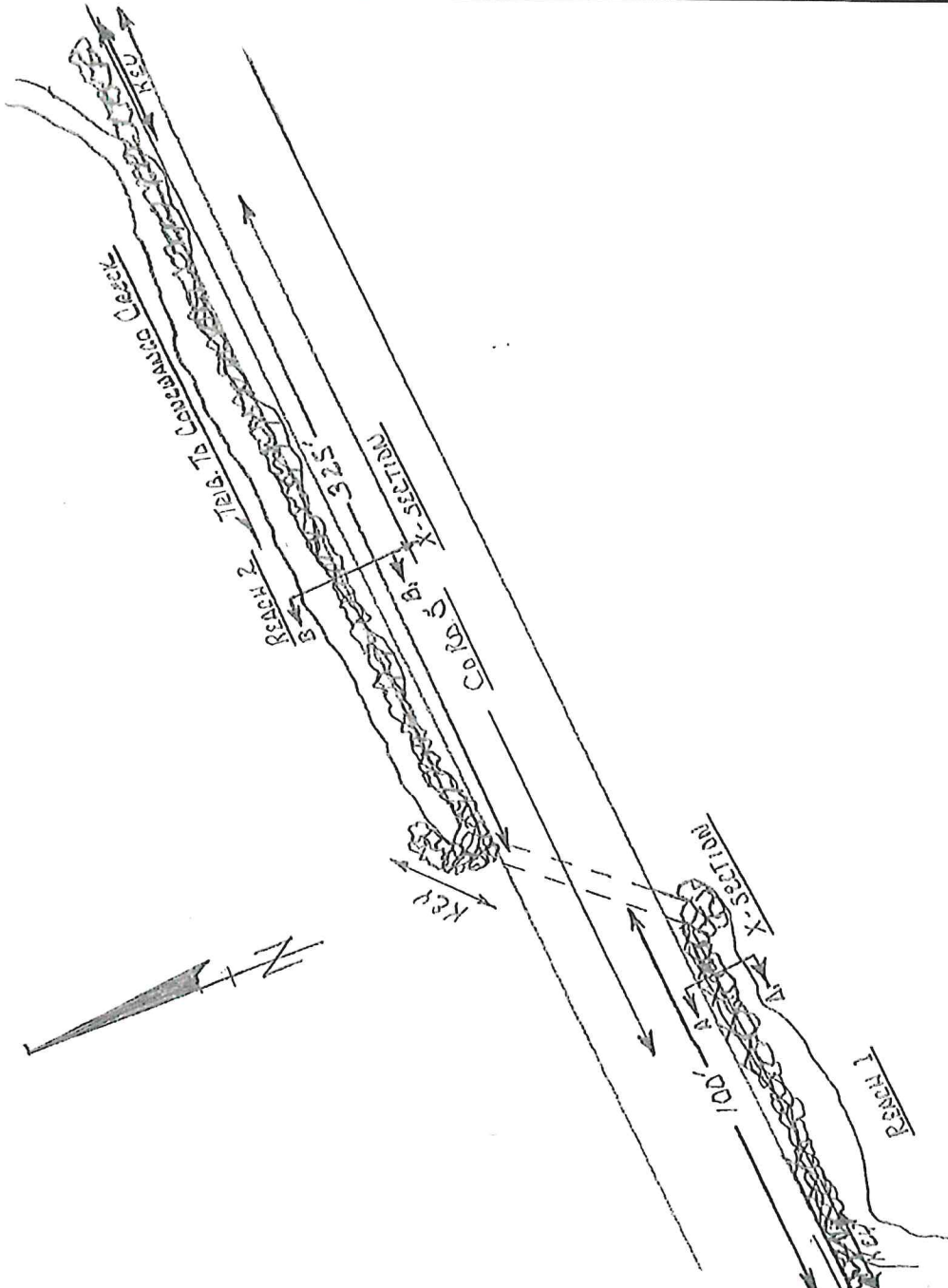


CATTARAUGUS Co. DPW Co. RD. 5  
SHOULDER & STREAM BANK  
STABILIZATION PROJECT  
LAT. 42.27915  
LONG. 78.86864

NEW PROJECT LOCATION

## Plan-View Drawing

- 1) All utilities will be marked before any work is started.
- 2) This project will be done on a tributary to Conewango Creek in the Town of New Albion. The work will be in two reaches, one on each side of the road. The work will be to reshape the stream bank as needed using on-site material. The stream bank /Road shoulder will be protected with rock riprap. The total length of this project will be approximately 100 linear feet at Reach 1 and 180 linear feet for Reach 2 with a 15 linear foot key on the upstream end and a 10 linear foot key at the downstream end at both reaches for a total of 335 linear feet.
- 3) Flow will be diverted away from the work area the best way possible to allow work to be completed in dry conditions.
- 4) The reshaping will use material from the **GRAVEL DEPOSIT** as needed and the rock will be a mixture of 75% DOT heavy and a 25% DOT medium. A 3 foot by 3 foot "toe" will be placed as well. There will be a 15 foot key on the upstream end and a 10 foot key on the downstream end. Approximately 635 tons of rock will be needed to complete both Reaches of this project.
- 5) All disturbed areas will be finish graded. Seeded and mulched.
- 6) There will be no trees cut to complete this project and the stream bed is a coarse gravel/cobble material.



### Cattaraugus County Soil & Water Conservation District

Project Name: Cattaraugus Co DPW Co RD 5 shoulder and Stream Bank  
Stabilization Project

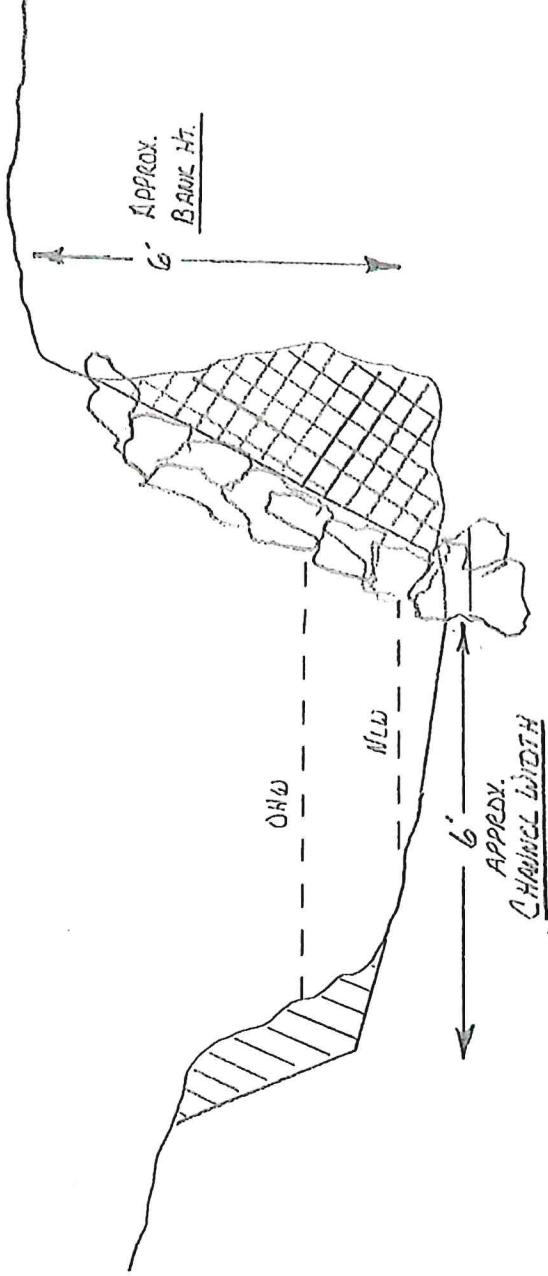
Designed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Drawn: R. Shenk \_\_\_\_\_ Date: 2/2021  
 Checked: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: Plan-View Drawing  
 Sheet 1 of 2

Drawing Not To Scale  
For Permit Purposes Only  
Not An Engineered Design

# Cross-Section @ AA, Drawing

- 1) All utilities will be marked before any work is started.
- 2) This project will be done on a tributary to Conewango Creek in the Town of New Albion. The work will be in two reaches, one on each side of the road. The work will be to reshape the stream bank as needed using on-site material. The stream bank /Road shoulder will be protected with rock riprap. The total length of this project will be approximately 100 linear feet at Reach 1 and 180 linear feet for Reach 2 with a 15 linear foot key on the upstream end and a 10 linear foot key at the downstream end at both reaches for a total of 335 linear feet.
- 3) Flow will be diverted away from the work area the best way possible to allow work to be completed in dry conditions.
- 4) The reshaping will use material from the **GRAVEL DEPOSIT** as needed and the rock will be a mixture of 75% DOT heavy and a 25% DOT medium. A 3 foot by 3 foot "toe" will be placed as well. There will be a 15 foot key on the upstream end and a 10 foot key on the downstream end. Approximately 635 tons of rock will be needed to complete both Reaches of this project.
- 5) All disturbed areas will be finish graded. Seeded and mulched.
- 6) There will be no trees cut to complete this project and the stream bed is a coarse gravel/cobble material.

CROSS-SECTION @ AA,  
REACH 1



**Cattaraugus County Soil & Water Conservation District**  
 Project Name: Cattaraugus Co DPW Co Rd 5 shoulder and Stream Bank  
 Stabilization Project

Designed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Drawn: R. Shenk \_\_\_\_\_ Date: 2/2021  
 Checked: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Date: \_\_\_\_\_

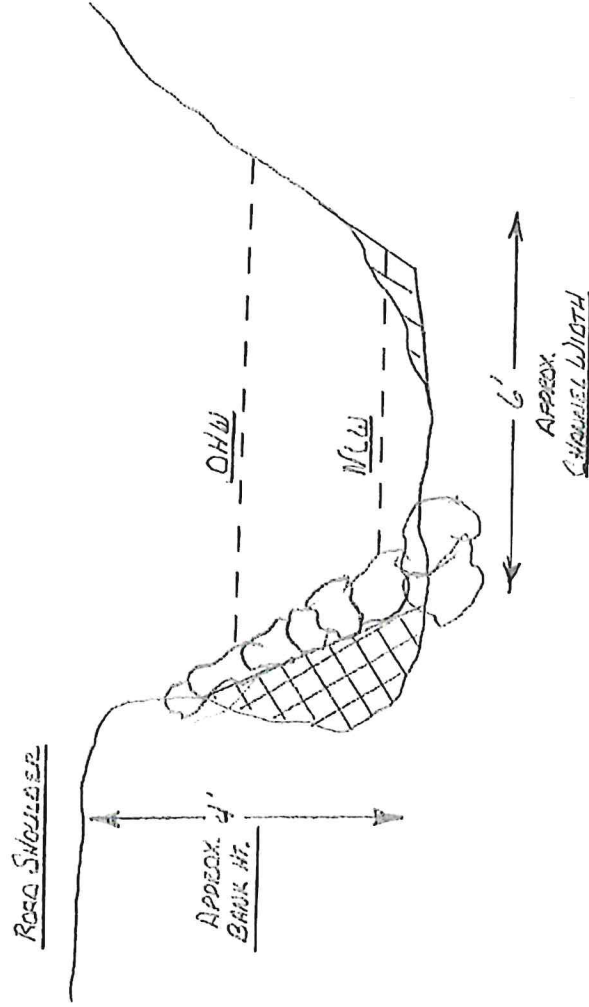
Title: \_\_\_\_\_ Plan-View Drawing \_\_\_\_\_  
 Sheet 1 of 2

Drawing Not To Scale  
For Permit Purposes Only  
Not An Engineered Design

# Cross-Section @ BB, Drawing

- 1) All utilities will be marked before any work is started.
- 2) This project will be done on a tributary to Conewango Creek in the Town of New Albion. The work will be in two reaches, one on each side of the road. The work will be to reshape the stream bank as needed using on-site material. The stream bank /Road shoulder will be protected with rock riprap. The total length of this project will be approximately 100 linear feet at Reach 1 and 180 linear feet for Reach 2 with a 15 linear foot key on the upstream end and a 10 linear foot key at the downstream end at both reaches for a total of 335 linear feet.
- 3) Flow will be diverted away from the work area the best way possible to allow work to be completed in dry conditions.
- 4) The reshaping will use material from the **GRAVEL DEPOSIT** as needed and the rock will be a mixture of 75% DOT heavy and a 25% DOT medium. A 3 foot by 3 foot "toe" will be placed as well. There will be a 15 foot key on the upstream end and a 10 foot key on the downstream end. Approximately 635 tons of rock will be needed to complete both Reaches of this project.
- 5) All disturbed areas will be finish graded. Seeded and mulched.
- 6) There will be no trees cut to complete this project and the stream bed is a coarse gravel/cobble material.

Cross-Section @ BB,  
Reach 2



**Cattaraugus County Soil & Water Conservation District**  
 Project Name: Cattaraugus Co DPW Co Rd 5 shoulder and Stream Bank  
 Stabilization Project

Designed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Drawn: R. Shenk \_\_\_\_\_ Date: 2/2021  
 Checked: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Plan-View Drawing \_\_\_\_\_  
 Sheet 1 of 2

Drawing Not To Scale  
For Permit Purposes Only  
Not An Engineered Design





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## Cattaraugus County Soil and Water Conservation District

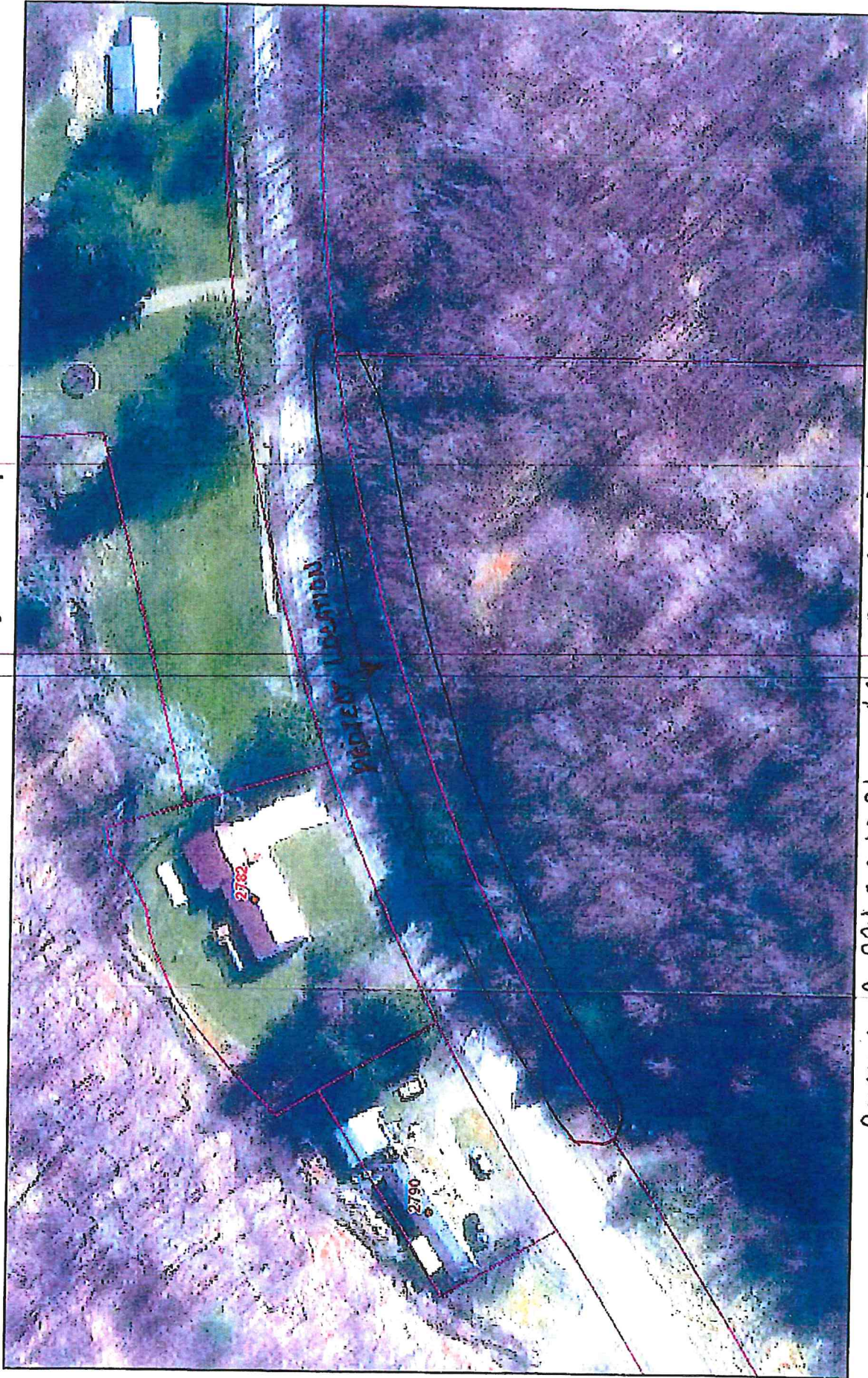
8 MARTHA ST., P.O. BOX 1765 ELLICOTTVILLE, NY 14731 PHONE (716) 699-2326 FAX (716) 699-5506

***Cattaraugus County DPW  
2021 Emergency Stream Bank Project 3  
County Road #63  
Town of Franklinville  
Project Description***

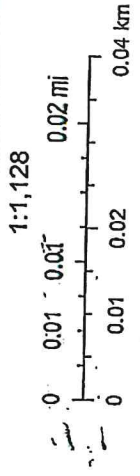
**Project Description-** This project will involve armoring the toe along the existing pile wall on a tributary of the Ischua Creek along Co. Rd. #63 in the Town of Franklinville. The length of work to be done will be approximately 300 linear feet. This will include an upstream key of 15 feet into stable bank and a 10 foot key at the downstream end making the approximate length at 325 linear feet. The work will consist of using on-site material from gravel deposits to reshape the eroded bank along the pile wall. A rock Toe will be placed along the pile wall to protect the repairs to the stream bed and help prevent future erosion along the wall. The sequence of work to complete this project will be as follows:

1. It will be the responsibility of the Contractor to have all utilities located and marked. There will be no work started until this has been completed.
2. Flow will be diverted away from the work area the best way possible. All precautions will be taken to prevent siltation from leaving the work area.
3. The repair area will be reshaped. There will be a 3 foot by 3 foot toe excavated into the stream bed along the wall in the channel to help protect the wall. There will be a 15 foot key into stable bank at the upstream end of the project and a 10 foot key at the downstream end. The approximate length of this project will be 325 linear feet with both keys. The estimated amount of rock to complete this project will be approximately 190 tons.
4. The site will be restored and seeded with an approved seed mixture and mulched or at the contractor's discretion, be hydro-seeded.

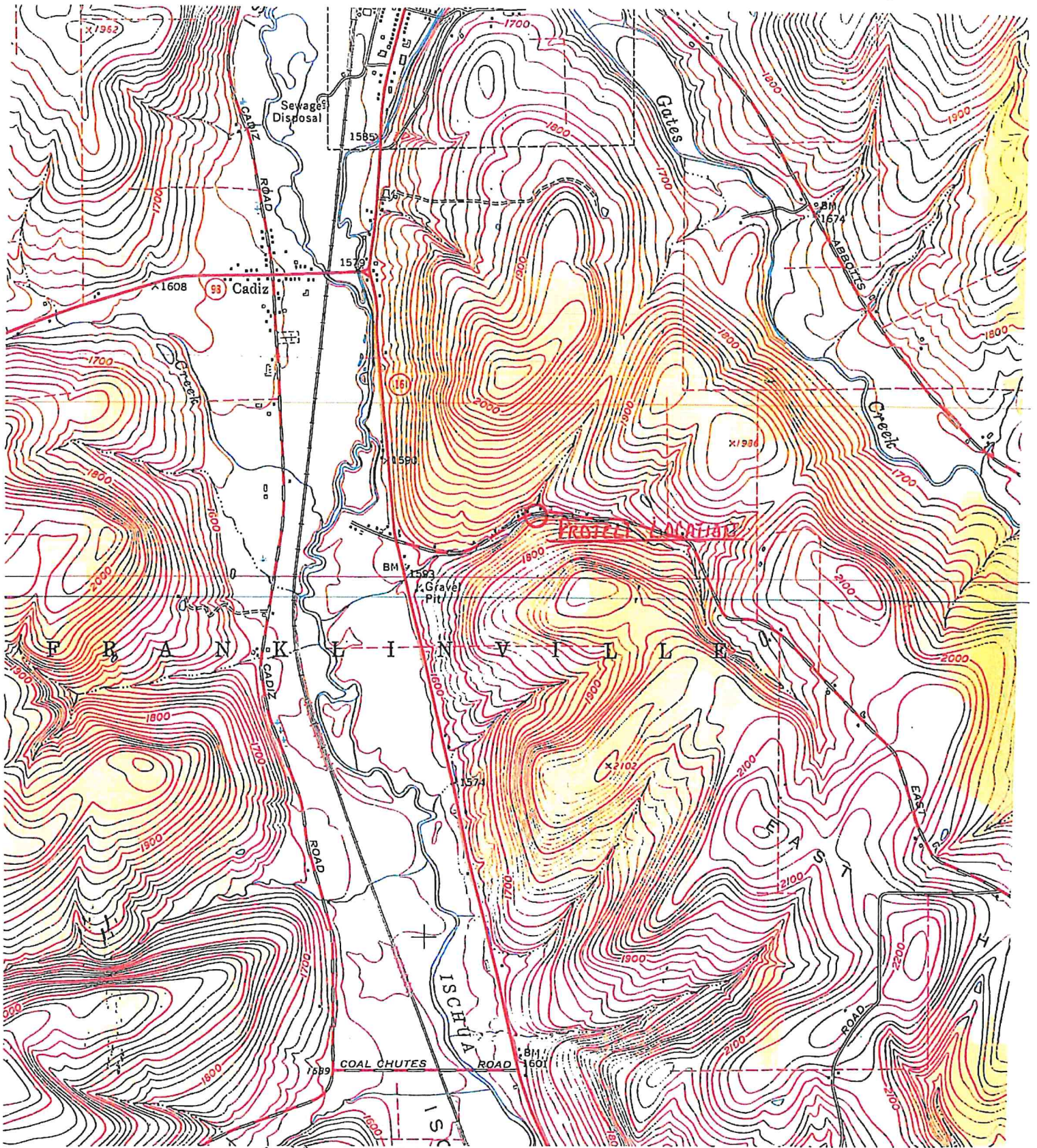
# Cattaraugus County GIS Map



12/21/2020, 1:49:23 PM CATTARAUGUS CO DPW COR 63 SHOULDER & STREAM BANK STAB. PROJECT



- Addresses
- Y
- Parcel Lines
- Streams

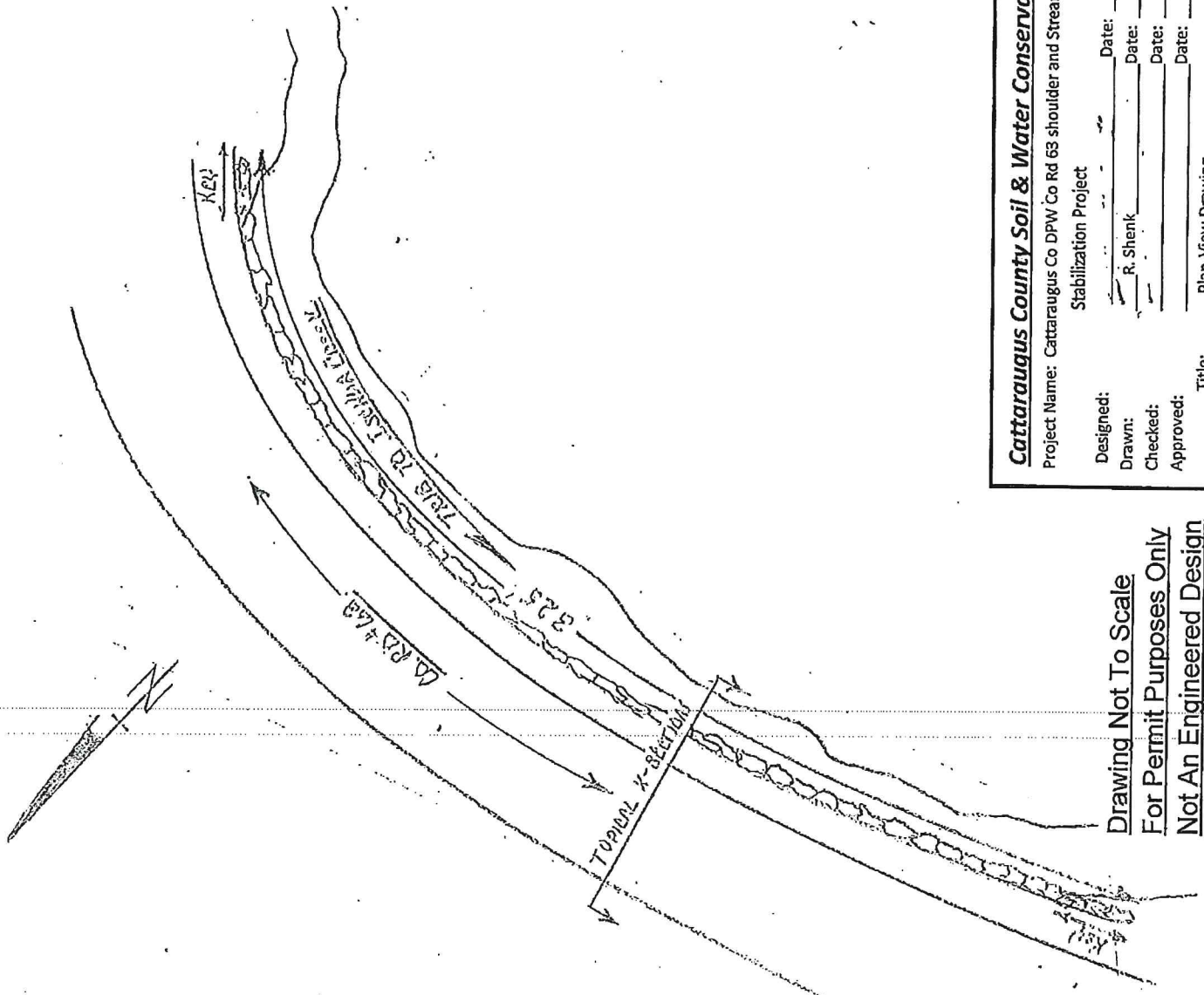


LAT. 42. 31030  
 LONG. 78. 45200

CATAWBUS Co. DPW Co. Rd 63  
 SHOULDER & STREAMBANK  
 STAB. PROJECT.

## Plan - View Drawing

- 1) All utilities will be marked before any work is started.
- 2) This project will be done on a tributary to Ischua Creek in the Town of Franklinville. The work will be to reshape the stream along the wall and place a 3 foot by 3 foot rock toe along the existing sheet pile wall to help prevent it from being undermined. The total length of this project will be approximately 300 linear feet with a 15 linear foot key on the upstream end and a 10 linear foot key at the downstream end. for a total of 325 linear feet.
- 3) Flow will be diverted away from the work area the best way possible to allow work to be completed in dry conditions.
- 4) The reshaping will use material from the stream channel as needed and the rock will be DOT heavy as a 3 foot by 3 foot "toe" rock. It will be toed into the stream bed 3 feet. There will be a 15 foot key on the upstream end and a 10 foot key on the downstream end. Approximately 190 tons of rock will be needed to complete this project.
- 5) All disturbed areas will be finish graded. Seeded and mulched.
- 6) There will be no trees cut to complete this project and the stream bed is a coarse gravel/cobble material.



**Cattaraugus County Soil & Water Conservation District**

Project Name: Cattaraugus Co DPW Co Rd 63 shoulder and Stream Bank

Stabilization Project

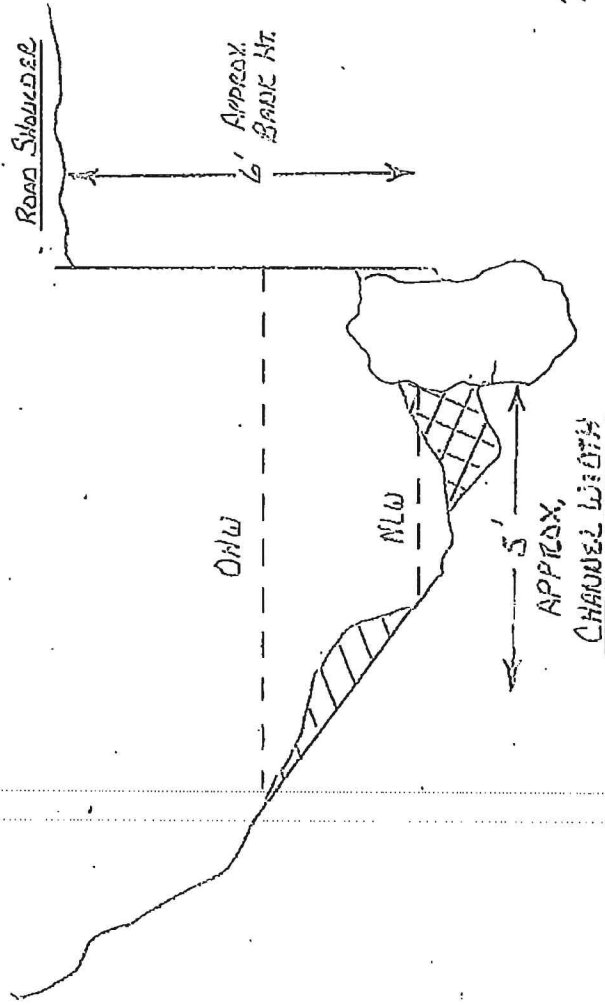
Designed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Drawn: R. Shenk \_\_\_\_\_ Date: 2/2021  
 Checked: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: Plan-View Drawing

**Drawing Not To Scale  
 For Permit Purposes Only  
 Not An Engineered Design**

## Typical Cross-Section Drawing

- 1) All utilities will be marked before any work is started.
- 2) This project will be done on a tributary to Ischua Creek in the Town of Franklinville. The work will be to reshape the stream along the wall and place a 3 foot by 3 foot rock toe along the existing sheet pile wall to help prevent it from being undermined. The total length of this project will be approximately 300 linear feet with a 15 linear foot key on the upstream end and a 10 linear foot key at the downstream end for a total of 325 linear feet.
- 3) Flow will be diverted away from the work area the best way possible to allow work to be completed in dry conditions.
- 4) The reshaping will use material from the stream channel as needed and the rock will be DOT heavy as a 3 foot by 3 foot "toe" rock. It will be toed into the stream bed 3 feet. There will be a 15 foot key on the upstream end and a 10 foot key on the downstream end. Approximately 190 tons of rock will be needed to complete this project.
- 5) All disturbed areas will be finish graded. Seeded and mulched.
- 6) There will be no trees cut to complete this project and the stream bed is a coarse gravel/cobble material.

### TYPICAL CROSS-SECTION



**Cattaraugus County Soil & Water Conservation District**

Project Name: Cattaraugus Co DPW Co Rd 63 shoulder and Stream Bank

Stabilization Project

Designed: \_\_\_\_\_ Date: \_\_\_\_\_

Drawn: R. Shenk \_\_\_\_\_ Date: 2/2021

Checked: \_\_\_\_\_ Date: \_\_\_\_\_

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Plan-View Drawing

Sheet 1 of 2

Drawing Not To Scale  
For Permit Purposes Only  
Not An Engineered Design

# ATTACHMENT B

## 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.



**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

NEW YORK STATE DEC  
PROJECT PERMITS  
PENDING

ATTACHMENT F

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  <b>December 31, 2009</b>
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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](http://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

