



100 West Washington Street, Suite 1101 | Hagerstown, MD 21740-4735 | P: 240.313.2200 | F: 240.313.2201  
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## BOARD OF COUNTY COMMISSIONERS

**NOVEMBER 30, 2021**

### OPEN SESSION AGENDA

- 10:00 AM    MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE  
              CALL TO ORDER, *President Jeffrey A. Cline*  
              APPROVAL OF MINUTES - *November 16, 2021*
- 10:05 AM    COMMISSIONERS' REPORTS AND COMMENTS
- 10:15 AM    STAFF COMMENTS
- 10:25 AM    CITIZEN PARTICIPATION
- 10:30 AM    PUBLIC HEARING - APPLICATION FOR ZONING MAP AMENDMENT RZ-21-005  
              *Travis Allen, Comprehensive Planner, Department of Planning and Zoning*
- 11:00 AM    UTILITY VEHICLE PURCHASE/REPLACEMENT  
              *David Hays, Director, Division of Emergency Services*
- 11:05 AM    ENGINEERING/DESIGN CONTRACTS  
              *Scott Hobbs, Director, Division of Engineering*
- 11:10 AM    INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-21-0073) -  
              EMBANKMENT STABILIZATION  
              *Scott Hobbs, Director, Division of Engineering*
- 11:15 AM    INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-21-0070) - FOUR (4)  
              NEW FORD 2022 FORD F350  
              *Brandi Naugle, Buyer, Purchasing Department; Zane Rowe, Deputy Director, Washington  
              County Highway Department; Jack Reynard, Fleet Manager, Highway Department*
- 11:20 AM    CONTRACT AWARD (PUR-1514) INDUSTRIAL EQUIPMENT LEASE/PURCHASE  
              AND TRADE-IN FOR VARIOUS COUNTY DEPARTMENTS  
              *Brandi Naugle, Buyer, Purchasing Department; Zane Rowe, Deputy Director, Washington  
              County Highway Department; Jack Reynard, Fleet Manager, Highway Department; Mark  
              Bradshaw, Division Director, Environmental Management; Danny Hixon, Deputy  
              Director, Parks and Facilities Department*

11:25 AM      CLOSED SESSION *(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; To consult with counsel to obtain legal advice on a legal matter; To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the development of fire and police services and staff; and (ii) the development and implementation of emergency plans; & To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter).*

12:20 PM      RECONVENE IN OPEN SESSION

12:25 PM      ADJOURNMENT



## Agenda Report Form

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### Open Session Item

**SUBJECT:** PUBLIC HEARING - Application for Zoning Map Amendment RZ-21-005

**PRESENTATION DATE:** November 30, 2021

**PRESENTATION BY:** Travis Allen, Comprehensive Planner, Department of Planning and Zoning

**RECOMMENDED MOTION:** The purpose of this public hearing is to take public comment on the rezoning application. The Commissioners have the option to reach a consensus to either approve or deny the request after the public hearing closes or deliberate on the issue at a later date.

**REPORT-IN-BRIEF:** Application is being made to establish a new Mixed Use Commercial (MXC) floating zone over top of the existing Highway Interchange (HI) base zoning through a rezoning map amendment.

**DISCUSSION:** The applicant Sharpsburg Pike Holdings, LLC seeks a map amendment to establish a new Mixed Use zoning district at 10319 Sharpsburg Pike, in between Col. Henry K. Douglas Drive and Poffenberger Road, approximately 1/3 mile south of the Interstate 70 interchange. Mixed Use districts permit more flexibility in site design than is possible under conventional zoning.

Article 16.1 of the Washington County Zoning Ordinance specifies the factors which must be met to establish a new MXC Zoning District. Criteria include permitted uses and densities, adequate public facilities requirements and site design considerations, among other items. The purpose of the MXC Zoning District sought is to permit a mixture of residential uses and limited commercial development to provide goods and services necessary to the neighborhood, in addition to open space, all according to a preapproved master plan.

This item was presented to the Washington County Planning Commission at a Public Information Meeting held during their regular meeting on August 30, 2021. It was then brought back for recommendation at the October 4, 2021 meeting, where the members unanimously recommended for denial of the proposed map amendment.

All written and oral public comments received prior to or during the Public Information Meeting have thus far been in opposition to the proposed map amendment.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** Washington County Planning Commission

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Application, staff report, Planning Commission recommendation, approved Planning Commission minutes and written public comments

**AUDIO/VISUAL NEEDS:** none



# Washington County

## MARYLAND

FOR PLANNING COMMISSION USE ONLY

Rezoning No. RZ-21-005

Date Filed: 5-5-21

### WASHINGTON COUNTY PLANNING COMMISSION ZONING ORDINANCE MAP AMENDMENT APPLICATION

**Sharpsburg Pike Holdings, LLC**

Applicant

1741 Dual Hwy, Hagerstown, MD

Address

Zachary J. Kieffer, Esq.

Primary Contact

19405 Emerald Sq, St 2100 Ofc 202

Address

☒ Property Owner

☐ Contract Purchaser

☐ Attorney

☐ Consultant

☐ Other:

240-513-4332

Phone Number

zach@zkiefferlaw.com

E-mail Address

10319 Sharpsburg Pike, Hagerstown, 21740

Property Location:

0057

0010

0160

9.92 ac

Tax Map:

Grid:

Parcel No.:

Acreage:

HI-Highway Interchange

MXC Overlay

Current Zoning:

Requested Zoning:

Reason for the Request:

☐ Change in the character of the neighborhood

☐ Mistake in original zoning

**PLEASE NOTE: A Justification Statement is required for either reason.**

**Elizabeth Trotter**

NOTARY PUBLIC

Washington County

MARYLAND

MY COMMISSION EXPIRES AUG. 01, 2023

*[Signature]*

Applicant's Signature

Subscribed and sworn before me this 9 day of March, 2021.

My commission expires on Aug 1, 2023

*[Signature]*

Notary Public

#### FOR PLANNING COMMISSION USE ONLY

☐ Application Form

☐ Fee Worksheet

☐ Application Fee

☐ Ownership Verification

☐ Boundary Plat (Including Metes & Bounds)

☐ Names and Addresses of all Adjoining & Confronting Property Owners

☐ Vicinity Map

☐ Justification Statement

☐ 30 copies of complete Application Package



4436 0127

CLERK OF THE CIRCUIT COURT  
WASHINGTON COUNTY

**DEED IN CONTRIBUTION**

PREPARED  
WITHOUT  
TITLE  
EXAMINATION

THIS DEED, Made this 13 day of December, 2012, by Mansoor Emral Shaool and Janet Emral Shaool, (hereinafter collectively, the "Grantors") and Sharpsburg Pike Holding, LLC, a Maryland limited liability company (hereinafter "Grantee").

WHEREAS, Grantors presently are owners as tenants by the entireties of the property hereinafter described (the "Property"), said Property having been acquired by that deed hereinafter noted; and

WHEREAS, Grantors are engaged in a real estate enterprise, as that term is defined in Section 12-108(bb)(1) of the *Tax-Property Article*, Annotated Code of Maryland, with respect to the Property; and

WHEREAS, (1) the within transfer is for no consideration other than the issuance of membership interests in Grantee; (2) Grantors are the only members of Grantee; (3) each Grantor's allocation of profits and losses of the Grantee is identical to the profits and losses of the conveying real estate enterprise; and (4) the within transfer constitutes a discontinuation of the real estate enterprise with respect to the Property; and (5) all real property owned by Grantors in the conveying real estate enterprise is being conveyed to a single limited liability company; and

WHEREAS, the within transfer is exempt from recordation tax pursuant to Section 12-108(bb), *Tax-Property Article*, Annotated Code of Maryland, exempt from state transfer tax pursuant to Section 13-207(a)(18) *Tax-Property Article*, Annotated Code of Maryland, and exempt from county transfer tax pursuant to Section 2-702(e)(1)(i) Code of the Public Local Laws of Washington County, Maryland.

NOW THEREFORE WITNESSETH: That in consideration of the foregoing recitals, but for no monetary consideration, the said **MANSOOR EMRAL SHAOOL** and **JANET EMRAL SHAOOL** hereby grant and convey unto **SHARPSBURG PIKE HOLDING, LLC**, a Maryland limited liability company, in fee simple, all the following described real estate, together with the improvements, if any, easements, rights of way, benefits and appurtenances, thereunto belonging or appertaining, situate, lying and being in Washington County, Maryland, and being more particularly described as follows:

All that tract or parcel of land, situate, lying and being in Election District No. 10, Washington County, Maryland comprising 16.66 acres, more or less, as more particularly described in a metes and bounds description dated March 28, 2008 and prepared by Frederick, Seibert & Associates, Inc., attached hereto and incorporated herein as "Exhibit A", and as depicted on a survey entitled "Property Line Survey for Lands of Mansoor and Janet Emral Shaool" bearing Job Number 5563 and prepared by Frederick, Seibert & Associates, Inc., attached hereto and incorporated herein as "Exhibit B".

The above-described Property being the same property which was conveyed unto Mansoor Emral Shaool and Janet Emral Shaool, husband and wife, by that deed dated April 15,

KURTYKA & ASSOCIATES  
ATTORNEY AT LAW

33 W. FRANKLIN STREET  
SUITE 202  
HAGERSTOWN, MD 21740  
(301) 714-0889

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WASHINGTON COUNTY

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EXAMINATION

2008, and recorded in Liber 3484, folio 505 among the Land Records of Washington County, Maryland.

The Property is conveyed together with and subject to all applicable covenants, conditions, restrictions, limitations, rights-of-way, streets, alleys, reservations and easements of record.

And the said Grantors do hereby covenant that they will warrant specially the Property hereby conveyed, except as to the aforesaid covenants, conditions, restrictions, limitations, rights-of-way, streets, alleys, reservations and easements of record, and do hereby further covenant that they will execute such other and further assurances of the land as may be requisite.

WITNESS the hands and seals of the Grantors herein the day and year first above written.

Breanne Chang  
Witness

Mansoor Emral Shaool (SEAL)  
Mansoor Emral Shaool

Breanne Chang  
Witness

Janet Emral Shaool (SEAL)  
Janet Emral Shaool

STATE OF Maryland, COUNTY OF Washington, to-wit:

I HEREBY CERTIFY, That on this 13 day of December, 2012, before me, the undersigned officer, personally appeared Mansoor Emral Shaool, known to me (or satisfactorily proven) to be the person whose name is subscribed to with the instrument, and acknowledged that he executed the foregoing deed for the purposes therein contained, and that the consideration recited therein is true and correct.

WITNESS my hand and official Notarial Seal.

MY COMMISSION EXPIRES:

KIEU T LE  
Notary Public-Maryland  
Washington County  
My Commission Expires  
July 24, 2016  
Notary Public

KURTYKA & ASSOCIATES  
ATTORNEY AT LAW

33 W. FRANKLIN STREET  
SUITE 202  
HAGERSTOWN, MD 21740  
(301) 714-0889

4436 0129

CLERK OF THE CIRCUIT COURT  
WASHINGTON COUNTY

PREPARED  
WITHOUT  
TITLE  
EXAMINATION

STATE OF Maryland, COUNTY OF Washington, to-wit:

I HEREBY CERTIFY, That on this 13 day of December, 2012, before me, the undersigned officer, personally appeared Janet Emral Shaool, known to me (or satisfactorily proven) to be the person whose name is subscribed to with the instrument, and acknowledged that she executed the foregoing deed for the purposes therein contained, and that the consideration recited therein is true and correct.

WITNESS my hand and official Notarial Seal.

MY COMMISSION EXPIRES:

KIEU T LE  
Notary Public-Maryland  
Washington County  
My Commission Expires  
July 24, 2016

Notary Public

I hereby certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Brian M. Kurtyka

IMP FD SURE 4	40.00
RECORDING FEE	20.00
TOTAL	60.00
Reg # HA01	Rec'd # 638
DJH HAN	Blk # 1463
Dec 20, 2012	02:33 PM

After recording, mail to:  
Kurtyka & Associates, LLC  
33 W. Franklin Street, Suite 202  
Hagerstown, MD 21740

KURTYKA & ASSOCIATES  
ATTORNEY AT LAW

33 W. FRANKLIN STREET  
SUITE 202  
HAGERSTOWN, MD 21740  
(301) 714-0889

TODD L. HERSHEY, TREASURER  
TAXES PAID 1228.12

4436 0130

CLERK OF THE CIRCUIT COURT  
WASHINGTON COUNTY

**AFFIDAVIT AS TO TOTAL PAYMENT  
INCLUDING ALLOCATION FOR COLLECTION AS TO NON-RESIDENT(S)**

PREPARED  
WITHOUT  
TITLE  
EXAMINATION

The undersigned hereby certifies under the penalties of perjury, that the following is true to the best of my/our knowledge, information and belief, in accordance with Section 10-912(b)(2) of the Tax-General Article of the Annotated Code of Maryland, (the "Withholding Law"):

1. That we are the transferors of that real property described in the accompanying deed.
2. The amount of total payment for the purpose of the Withholding Law is \$0.00.
3. The transferors are not residents of Maryland and are subject to collection of withholding on such transferors' allocated shares of the total payment.
4. There are two (2) transferors, and the total payment divided by two (2) is \$0.00 allocated for each transferor.
5. The portion of the total payment subject to collection is two (2) times \$0.00, which equals \$0.00, as the amount of total payment to which collection of withholding applies.

DATED this 13<sup>th</sup> day of December, 2012.

WITNESS:

TRANSFERORS:

Breanne Chany

Mansoor Emral Shaool

Breanne Chany

Janet Emral Shaool

STATE OF Maryland, COUNTY OF Washington, to-wit:

I HEREBY CERTIFY, That on this 13 day of December, 20 12, before me, the subscriber, personally appeared Mansoor Emral Shaool, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument, and acknowledged that he executed the foregoing affidavit for the purposes therein contained.

WITNESS my hand and Official Notarial Seal.

My Commission Expires:

KIEU T LE  
Notary Public-Maryland  
Washington County  
My Commission Expires  
July 24, 2016

[Signature]  
Notary Public

KURTZYKA & ASSOCIATES  
ATTORNEY AT LAW

33 W. FRANKLIN STREET  
SUITE 202  
HAGERSTOWN, MD 21740  
(301) 714-0889

4436 0131

CLERK OF THE CIRCUIT COURT  
WASHINGTON COUNTY

PREPARED  
WITHOUT  
TITLE  
EXAMINATION

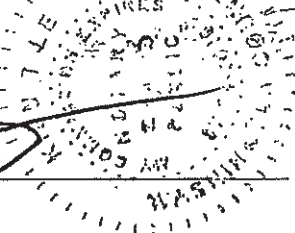
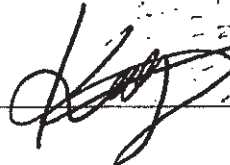
STATE OF Maryland, COUNTY OF Washington, to-wit:

I HEREBY CERTIFY, That on this 12 day of December, 2013,  
before me, the subscriber, personally appeared Janet Emral Shaoal, known to me (or  
satisfactorily proven) to be the person whose name is subscribed to within the instrument, and  
acknowledged that she executed the foregoing affidavit for the purposes therein contained.

WITNESS my hand and Official Notarial Seal.

My Commission Expires:

Notary Public **KIEU T LE**  
Notary Public-Maryland  
Washington County  
My Commission Expires  
July 24, 2016



KURTYKA & ASSOCIATES  
ATTORNEY AT LAW

33 W. FRANKLIN STREET  
SUITE 202  
HAGERSTOWN, MD 21740  
(301) 714-0889





**EXHIBIT A**

**CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS**

March 28, 2008

Description of lands being conveyed by Mansoor Emral Shaoal and Janet Emral Shaoal to Mansoor Emral Shaoal and Janet Emral Shaoal

Situate along the east side of the Sharpsburg Pike (also known as Maryland Route 65) and lying approximately 0.5 miles southward from its intersection with Interstate 70 in Election District No. 10, Washington County, Maryland and being more particularly described in accordance with a survey dated February 2008 by Frederick, Seibert and Associates, Inc. as follows:

Beginning at an iron pin and cap found at the most southwestern corner of the herein described property, said iron pin and cap also being along the eastern right-of-way line of Maryland Route 65 and also being located, N 77°39'24" W 266.65 feet from the end of the eighth (or N 8°05' E 72.0 feet) line of the lands conveyed by SPM Associates and Amnuy Sriungrojana et. al., to Mansoor Emral Shaoal and Janet Emral Shaoal, his wife by deed dated July 29, 1998 and recorded at Liber 1429, folio 332 among the Land Records of Washington County, Maryland, thence running in a clockwise direction and along the eastern right-of-way line of Maryland Route 65, N 8°40'35" E 329.10 feet to an iron pin and cap found, thence leaving said right-of-way and running along the southern boundary of lands now or formerly of Donna Bage (Liber 966, folio 1022) S 81°31'59" E 221.40 feet to an iron pipe, thence along the same and also along the lands of others N 16°31'38" E 320.16 feet to a recovered iron pin, thence running along the lands now or formerly of Troy Cunningham (Liber 1011, folio 975), N 81°31'59" W 265.94 feet to a recovered iron pin and cap along the eastern right-of-way line of Maryland Route 65, thence continuing with said eastern right-of-way line of Maryland Route 65, N 7°40'35" E 476.03 feet to an iron pin, thence leaving the eastern right-of-way line of Maryland Route 65 and running along the lands now or formerly of Bowman 2000 LLC (Liber 1799, folio 739 and Liber 1771, folio 30), S 83°30'45" E 427.26 feet to an iron pin, thence along the lands now or formerly of Bowman 2000 LLC (Liber 1799, folio 734 and Liber 1620, folio 280), S 15°20'07" W 63.58 feet to an iron pin, thence continuing along the same S 72°18'31" E 357.85 feet to an iron pin found, thence running along a portion of the western boundary of the Cross Creek Subdivision, S 16°28'13" W 1140.55 feet to a corner fence post, thence along the northern boundary of lands now or formerly of Interstate 70 Partners LLC (Liber 2089, folio 642), N 77°39'24" W 343.82 feet to an iron pin and cap found, thence along lands now or formerly of the Hoffman Family Homestead LLC



4436 0133

CLERK OF THE CIRCUIT COURT  
WASHINGTON COUNTY

(Liber 3276, folio 544, N 8°40'35' E 71.82 feet to a point, thence continuing along lands of same N 77°39'24' W 266.65 feet to the place of beginning;

Containing 16.66 acres of land more or less;

Said lands being conveyed subject to and together with any and all conditions, restrictions, easements or rights-of-way of record and applicable thereto.

Said lands being all the lands combined for the purposes of creating one new individual tax parcel and being those lands conveyed to Mansoor Emral Shaool and Janet Emral Shaool by nine different parcels namely being from Amnuey Srirungrojana, et. al. and SPM Associates by deed dated July 29, 1998 and recorded in Liber 1429, folio 332; and from Bessie M. Burns by deed dated July 14, 1998 and recorded in Liber 1425, folio 853; and from Leonard D. Emmert and Gracia R. Emmert by deed dated November 2, 1999 and recorded in Liber 1535, folio 289; and from Bruce M. Cubbage by deed dated June 29, 2000 and recorded in Liber 1583, folio 399; and from Carroll E. Brackett and Naomi R. Brackett by deed dated June 29, 2000 and recorded in Liber 1583, folio 396; and from Thomas R. Schleigh and Vicki Lee Schleigh by deed dated December 3, 2003 and recorded in Liber 2204, folio 202; and from Marjorie M. Seiler by deed dated March 25, 2004 and recorded in Liber 2290, folio 537; and from Michael R. Weller by deed dated April 23, 2004 and recorded in Liber 2312, folio 159; and from Edward P. Hultsch and Susan M. Hultsch by deed dated November 13, 2003 and recorded in Liber 2187, folio 71 all among the Land Records of Washington County, Maryland.

FMF/vab.shaool desc

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DUW 4436, p. 0134, MSA\_CE18\_4361. Date available 01/04/2013. Printed 04/29/2021.

**EXHIBIT B**

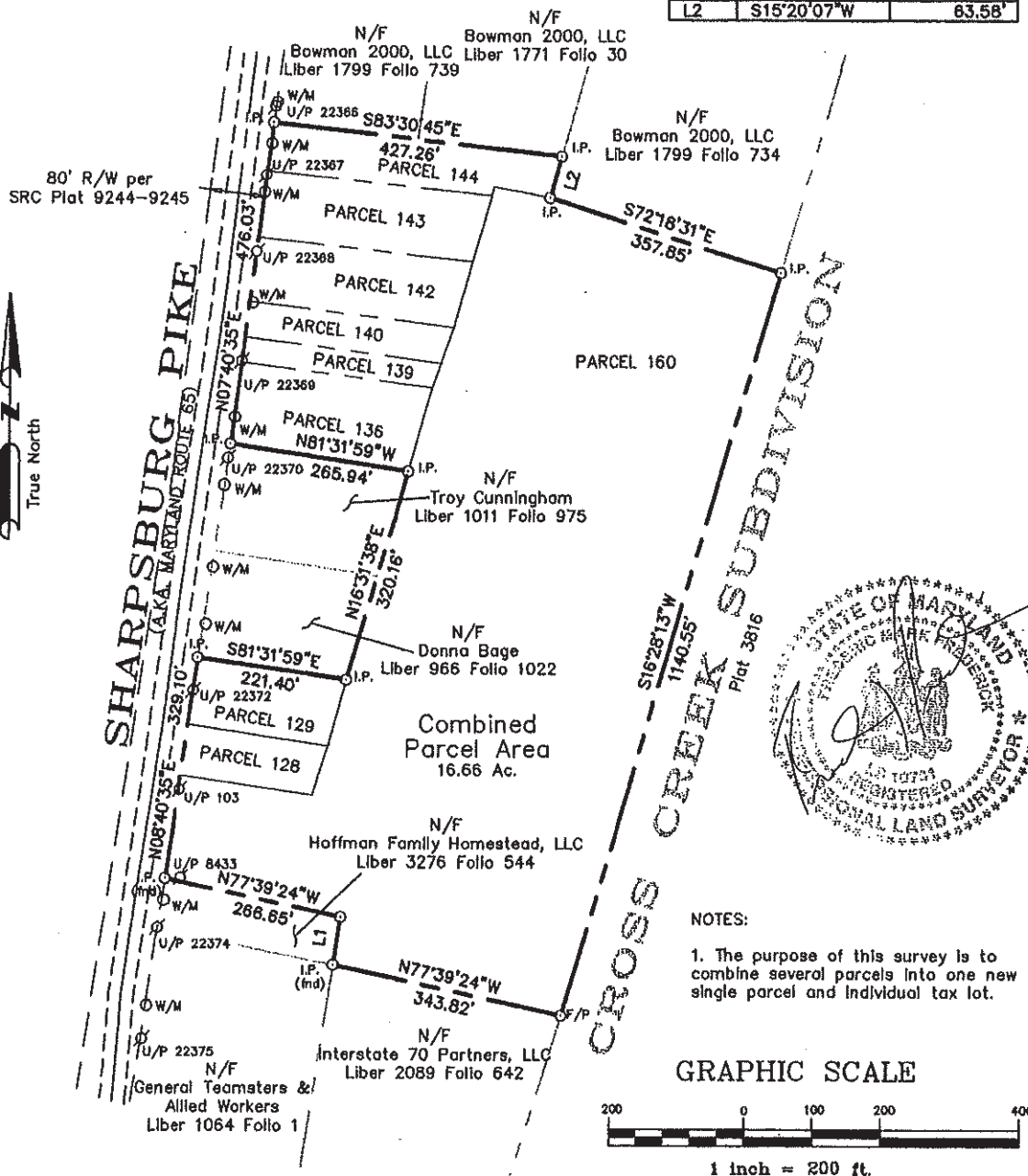
Property Line Survey  
for  
*Lands of Mansoor and  
Janet Emral Shaool*

Situate along the East side of  
Sharpsburg Pike  
WASHINGTON COUNTY, MARYLAND

4436 0134

CLERK OF THE CIRCUIT COURT  
WASHINGTON COUNTY

LINE	BEARING	DISTANCE
L1	N08°40'35"E	71.82'
L2	S15°20'07"W	63.58'



TAX MAP 67	DISTRICT 10
DRAWING NUMBER 1	OF 1
DRAWN BY: DWH	DATE: 4-2-08
CHECKED BY: [Signature]	DATE: 4-3-08
SCALE: 1" = 200'	

**FREDERICK  
SEIBERT &  
ASSOCIATES, INC.** ©2008

CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS  
128 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740  
10 WEST BALTIMORE STREET, GREENCASTLE, PENNSYLVANIA 17225  
(301) 791-3650 (301) 416-7478 (717) 897-1007 FAX (301) 730-4956

JOB NUMBER  
5563

4436 0135

CLERK OF THE CIRCUIT COURT

## State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Washington

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.)

(Type or Print in Black Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.																																																																																																																																																																									
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4	Consideration and Tax Calculations	<table border="1"> <thead> <tr> <th colspan="2">Consideration Amount</th> <th colspan="2">Finance Office Use Only</th> </tr> <tr> <th colspan="2"></th> <th colspan="2">Transfer and Recordation Tax Consideration</th> </tr> </thead> <tbody> <tr> <td>Purchase Price/Consideration</td> <td>\$ -0-</td> <td>Transfer Tax Consideration</td> <td>\$</td> </tr> <tr> <td>Any New Mortgage</td> <td>\$</td> <td>X ( ) % =</td> <td>\$</td> </tr> <tr> <td>Balance of Existing Mortgage</td> <td>\$</td> <td>Less Exemption Amount -</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>Total Transfer Tax =</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>Recordation Tax Consideration</td> <td>\$</td> </tr> <tr> <td>Full Cash Value:</td> <td>\$</td> <td>X ( ) per \$500 =</td> <td>\$</td> </tr> <tr> <td></td> <td></td> <td>TOTAL DUE</td> <td>\$</td> </tr> </tbody> </table>		Consideration Amount		Finance Office Use Only				Transfer and Recordation Tax Consideration		Purchase Price/Consideration	\$ -0-	Transfer Tax Consideration	\$	Any New Mortgage	\$	X ( ) % =	\$	Balance of Existing Mortgage	\$	Less Exemption Amount -	\$	Other:	\$	Total Transfer Tax =	\$	Other:	\$	Recordation Tax Consideration	\$	Full Cash Value:	\$	X ( ) per \$500 =	\$			TOTAL DUE	\$																																																																																																																																				
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Space Reserved for County Validation

Distribution: White - Clerk's Office  
 Canary - SDAT  
 Pink - Office of Finance  
 Goldenrod - Preparer  
 AOC-CG-300 (6/95)

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 4436, p. 0135, MSA\_CE18\_4361, Date available 01/04/2013, Printed 04/29/2021.

Space Reserved for Circuit Court Clerk Recording Validation

Olde Towne Title, Inc.  
File No. OT-12788CO  
Tax ID # 10-009707

**This Deed**, made this 5th day of October, 2017, by and between Hoffman Family Homestead, LLC, GRANTOR, and Sharpsburg Pike Holding, LLC, GRANTEE.

**Witnesseth —**

**That in consideration** of the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, in fee simple, all that lot of ground situate in the County of Washington, State of Maryland and described as follows, that is to say:

All that lot of ground situate in the County of Washington, State of Maryland, and described as follows, that is to say:

All the following lots or parcels of ground being more particularly described as follows:

**PARCEL NO. 1:**

All the following described lot or parcel of ground, situate on the East side of the Hagerstown-Sharpsburg Road about one and one-half (1 ½) miles South of Hagerstown, in Funkstown Election District No. 10, in Washington County, and more particularly described as follows:

Fronting 72 feet on the East side of said Hagerstown-Sharpsburg Road and extending back therefrom and along the North boundary of the property of Herbert W. McElwee and Kitty I. McElwee, his wife, in an Easterly direction with that uniform width a distance of 250 feet, said lot lying in the Southwest corner of and being a part of the same real property which was conveyed unto Robert R. Baumgardner and M. Elizabeth Baumgardner, his wife, by R. Leon Palmer and wife, by Deed dated February 4, 1933 and of record at Liber 192, Folio 634 among the Washington County Land Records, to which aforementioned Deed reference is hereby made and made a part hereof.

**PARCEL NO. 2:**

All that portion of a lot of land, being just East of the Sharpsburg Pike near Hagerstown, Washington County, Maryland, and more particularly described as follows:

Beginning at a point, being the Southeast corner of the lot of land owned by Merle Calvert Hoffman and Dorothy Mae Hoffman, his wife, said point being two hundred fifty (250) feet East of the Sharpsburg Pike and extending North seventy two (72) feet along the East boundary of the lot of land owned by Merle Calvert Hoffman and Dorothy Mae Hoffman, his wife; thence East sixty six (66) feet; thence South seventy two (72) feet; thence West sixty six (66) feet to the place of beginning; the said lot of land being bounded on the South by the property of Herbert W. McElwee, on the West by the property of Merle Calvert Hoffman and Dorothy Mae Hoffman, his wife, and on the North and East by the property of Robert R. Baumgardner and wife.

The improvements thereon being known as 10315 Sharpsburg Pike, Hagerstown, Maryland, 21740.

File #OT-12788

Tax ID #10-009707

**Being** the same property described in Liber 3276 at Folio 544.

**Together with** the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

**To Have and To Hold** the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Sharpsburg Pike Holding, LLC, in fee simple.


**Subject to and together with** all restrictions, covenants, conditions, easements and rights of way of record.

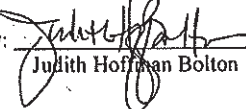
**And** the Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant Specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

**The undersigned** certify that it is resident(s) of the State of Maryland, or that this was their primary residence, and therefore is exempt from the tax withholding requirements of Section 10-912 of the Tax General Article of the Annotated Code of Maryland.

**In Witness Whereof**, Grantor has caused this Deed to be properly executed and sealed the day and year first above written.

HOFFMAN FAMILY HOMESTEAD, LLC

Witness 

By:  (SEAL)  
Judith Hoffman Bolton

[Corporate Seal]

STATE OF MARYLAND  
COUNTY OF WASHINGTON

} ss

I hereby certify that on this 5th day of October, 2017 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Judith Hoffman Bolton, and that as such officer, being authorized to do so, executed the foregoing Deed for the purposes therein contained, by signing the name of the limited liability company, by himself/herself as such officer and further, did certify that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all, or substantially all, of the property and assets of the limited liability company, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



R.J. WITTHAUS  
Notary Public, State of Maryland  
County of Frederick  
My Commission Expires Dec 21, 2019

  
Notary Public  
My Commission Expires: \_\_\_\_\_

AFTER RECORDING, PLEASE RETURN TO:  
**Sharpsburg Pike Holding, LLC**  
72 West Washington Street  
Hagerstown, MD 21740

TODD L. HERSHEY, TREASURER  
TAXES PAID 10/6/17

OR

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.



---

Allison Fortmann, Attorney



LR - Deed (w Taxes)  
 Recording Fee - ALL 20.00  
 Name: Sharpsburg Pike  
 Holding  
 Ref:  
 LR - County Transfer  
 Tax - linked 250.00  
 LR - Surcharge -  
 linked 40.00  
 LR - Recordation Tax -  
 linked 760.00  
 LR - State Transfer  
 Tax - linked 500.00  
 LR - NR Tax - 1kd 0.00  
 =====  
 SubTotal: 1,570.00  
 =====  
 Total: 1,570.00  
 10/06/2017 02:40  
 CC21-MAW  
 #919B463 CC0403 -  
 Washington  
 County/CC04.03.01 -  
 Register 01

This page not to be counted in calculating Recording Fee

**Clerk of Circuit Court  
Washington County, Maryland**

Dennis J. Weaver, Clerk  
 24 Summit Avenue  
 Hagerstown, MD 21740  
 301-790-7991

**For Clerks Use Only**

Improvement Fee	40.00
Recording Fee	20.00
County Transfer Tax	250.00
Recordation Tax	760.00
State Transfer Tax	500.00
Non-Resident Tax	
<b>TOTAL</b>	<b>1570.00</b>

☐ Baltimore City    ☒ County: Washington

*Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.*  
(Type or Print in Black Ink Only—All Copies Must Be Legible)

(Type or Print in Black Ink Only—All Copies Must Be Legible)

<b>1</b>	<b>Type(s) of Instruments</b>	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.													
		<input checked="" type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust		<input type="checkbox"/> Mortgage <input type="checkbox"/> Lease		<input type="checkbox"/> Other _____		<input type="checkbox"/> Other _____							
<b>2</b>	<b>Conveyance Type Check Box</b>	<input checked="" type="checkbox"/> Improved Sale Arms-Length [1]		<input type="checkbox"/> Unimproved Sale Arms-Length [2]		<input type="checkbox"/> Multiple Accounts Arms-Length [3]		<input type="checkbox"/> Not an Arms- Length Sale [9]							
<b>3</b>	<b>Tax Exemptions (if applicable)</b> Cite or Explain Authority	Recordation State Transfer County Transfer													
<b>4</b>	<b>Consideration and Tax Calculations</b>	<b>Consideration Amount</b> Purchase Price/Consideration \$ 100,000.00 Any New Mortgage \$ _____ Balance of Existing Mortgage \$ _____ Other: \$ _____ Other: \$ _____ Full Cash Value: \$ _____						<b>Finance Office Use Only</b> <b>Transfer and Recordation Tax Consideration</b> Transfer Tax Consideration \$ _____ X ( ) % = \$ _____ Less Exemption Amount = \$ _____ Total Transfer Tax = \$ _____ Recordation Tax Consideration \$ _____ X ( ) per \$500 = \$ _____ <b>TOTAL DUE</b> \$ _____							
<b>5</b>		<b>Amount of Fees</b>						<b>Doc. 1</b>		<b>Doc. 2</b>		<b>Agent:</b>			
		Recording Charge		\$ 20.00		\$						Tax Bill:			
		Surcharge		\$ 40.00		\$						C.B. Credit:			
		State Recordation Tax		\$ 760.00		\$									
		State Transfer Tax		\$ 500.00		\$									
		County Transfer Tax		\$ 250.00		\$						Ag. Tax/Other:			
	Other		\$		\$										
	Other		\$		\$										
<b>6</b>	<b>Description of Property</b> SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District		Property Tax ID No. (1) 10-009707		Grantor Liber/Folio 3276/544		Map 1		Parcel No.		Var. LOG <input type="checkbox"/> (\$)			
		Subdivision Name				Lot (3a)		Block (3b)		Sect/AR (3c)		Plnt Ref.	Sq Ft/Acreage (4) 3276/544		
		Location/Address of Property Being Conveyed (2) 10315 Sharpsburg Pike, Hagerstown, MD 21740													
		Other Property Identifiers (if applicable)										Water Meter Account No.			
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/>		Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/>		Amount:		N/A							
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Description/Amt. of Sq Ft/Acreage Transferred: N/A											
		If Partial Conveyance, List Improvements Conveyed: N/A													
<b>7</b>		<b>Transferred From</b>	Doc. 1 – Grantor(s) Name(s) Hoffman Family Homestead, LLC						Doc. 2 – Grantor(s) Name(s)						
			Doc. 1 – Owner(s) of Record, if Different from Grantor(s)						Doc. 2 – Owner(s) of Record, if Different from Grantor(s)						
<b>8</b>		<b>Transferred To</b>	Doc. 1 – Grantee(s) Name(s) Sharpsburg Pike Holding, LLC						Doc. 2 – Grantee(s) Name(s)						
	New Owner's (Grantee) Mailing Address 10315 Sharpsburg Pike, Hagerstown, MD 21740														
<b>9</b>	<b>Other Names to Be Indexed</b>	Doc. 1 – Additional Names to be Indexed (Optional)						Doc. 2 – Additional Names to be Indexed (Optional)							
<b>10</b>	<b>Contact/Mail Information</b>	<b>Instrument Submitted By or Contact Person</b>										<input checked="" type="checkbox"/> Return to Contact Person			
		Name: Staff Firm: Olde Towne Title, Inc. Address: 1025 Mt. Aelna Road Hagerstown, MD 21740 Phone: (301) 739-1222										<input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided			
<b>11</b>	<b>IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER</b>														
	<b>Assessment Information</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Will the property being conveyed be the grantee's principal residence?											
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Does transfer include personal property? If yes, identify:											
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).											
<b>Assessment Use Only – Do Not Write Below This Line</b>															
Terminal Verification				Agricultural Verification				Whole				Part		Tran. Process Verification	
Transfer Number				Date Received:				Deed Reference:				Assigned Property No.:			
Year		20		20		Geo.		Map		Sub		Block			
Land						Zoning		Grid		Plat		Lot			
Buildings						Use		Parcel		Section		Occ. Cd.			
Total						Town Cd.		Ex. St.		Ex. Cd.					
<b>REMARKS:</b>															

### Space Reserved for County Validation

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5607, p. 0094, MSA\_CE18\_5559. Date available 10/12/2017. Printed 04/29/2021.

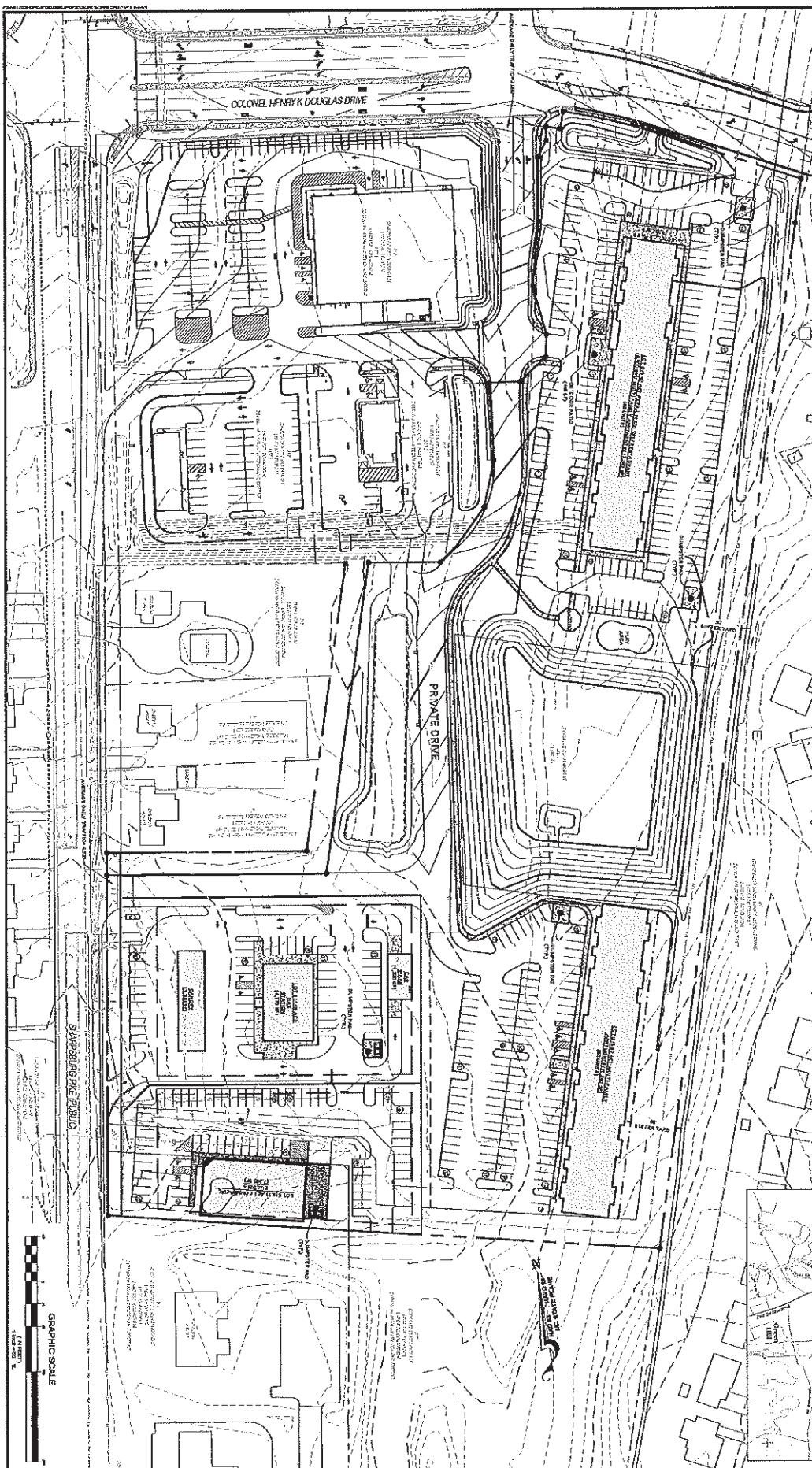
Source: [Raymond J. Carroll, "Court Clerk Becomes Validator"](#)

**Distribution:**

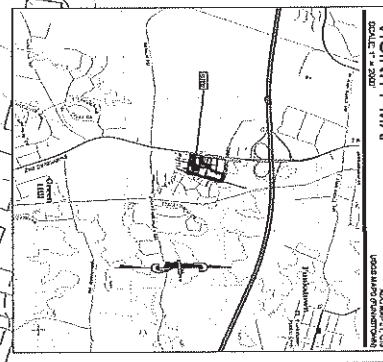
☐ Clerk's Office  
☐ Office of Finance☐ SDAT  
☐ Preparer

AOC-CC-300 (5/2007)

OT-12788CO

[illegible][illegible][illegible]

DINER  
SHARPSHIRE REAL ESTATE, LLC  
LIBERTY 5522 POLIO 213  
LAND USE: COMMERCIAL  
ZONING: M-1 MIDWAY INTERCHANGE DISTRICT



**SHOPS AT SHARPSBURG PIKE  
SHARPSBURG PIKE HOLDING, LLC  
LIST OF ADJOINING AND CONFRONTING PROPERTY OWNERS**

1. Bowman 2000, LLC
  - a. Premises Address: 0 Sharpsburg Pike, Hagerstown, MD 21740
  - b. Tax Account: 10-002842
  - c. Tax Map/Parcel: 0057/0152
  - d. Mailing Address: 10228 Governor Lane Blvd., Suite 3002, Williamsport, MD 21795
2. Bowman 2000, LLC
  - a. Premises Address: 0 Sharpsburg Pike
  - b. Tax Account: 10-0012627
  - c. Tax Map/Parcel: 0057/0149
  - d. Mailing Address: 10228 Governor Lane Blvd., Suite 3002, Williamsport, MD 21795
3. Sharpsburg Pike Holding, LLC (Applicant)
  - a. Premises Address: 10319 Sharpsburg Pike
  - b. Tax Account: 10-020174
  - c. Tax Map/Parcel: 0057/0160
  - d. Mailing Address: 1741 Dual Highway, Suite B, Hagerstown, MD 21740
4. Troy L. Cunningham
  - a. Premises Address: 10409 Sharpsburg Pike
  - b. Tax Account: 10-019311
  - c. Tax Map/Parcel: 0057/0133
  - d. Mailing Address: 17317 Branden Terrace, Hagerstown, MD 21740
5. Sharpsburg Pike Real Estate, LLC
  - a. Premises Address: 10405 Sharpsburg Pike
  - b. Tax Account: 10-020638
  - c. Tax Map/Parcel: 0057/0132
  - d. Mailing Address: 117 W. Patrick Street, Suite 200, Frederick, MD 21701
6. Sharpsburg Pike Real Estate, LLC
  - a. Premises Address: 10401 Sharpsburg Pike
  - b. Tax Account: 10-019591
  - c. Tax Map/Parcel: 0057/0131
  - d. Mailing Address: 117 W. Patrick Street, Suite 200, Frederick, MD 21701
7. Sharpsburg Pike Real Estate, LLC
  - a. Premises Address: 10326 Sharpsburg Pike
  - b. Tax Account: 10-004829
  - c. Tax Map/Parcel: 0057/0271
  - d. Mailing Address: 117 W. Patrick Street, Suite 200, Frederick, MD 21701
8. Sharpsburg Pike Real Estate, LLC
  - a. Premises Address: 10322 Sharpsburg Pike
  - b. Tax Account: 10-015685
  - c. Tax Map/Parcel: 0057/0043
  - d. Mailing Address: 117 W. Patrick Street, Suite 200, Frederick, MD 21701



9. Sharpsburg Pike Real Estate, LLC
  - a. Premises Address: 10320 Sharpsburg Pike
  - b. Tax Account: 10-017726
  - c. Tax Map/Parcel: 0057/0117
  - d. Mailing Address: 117 W. Patrick Street, Suite 200, Frederick, MD 21701
10. Walmart Real Estate Business Trust
  - a. Premises Address: 10420 Walmart Drive
  - b. Tax Account: 10-065523
  - c. Tax Map/Parcel: 0057/0638
  - d. Mailing Address: Attn: Property Tax Dept. PO Box 8050, Bentonville, AR 72712
11. Washco Arnett Farm, LLC
  - a. Premises Address: 10306 Sharpsburg Pike
  - b. Tax Account: 10-010969
  - c. Tax Map/Parcel: 0057/0118
  - d. Mailing Address: 1741 Dual Highway, Suite B, Hagerstown, MD 21740
12. General Teamsters & Allied Workers Local Union No 992
  - a. Premises Address: 10312 Remington Drive
  - b. Tax Account: 10-040248
  - c. Tax Map/Parcel: 0057/0578
  - d. Mailing Address: 10312 Remington Drive, Hagerstown, MD 21740
13. Cross Creek Builders, LLC
  - a. Premises Address: 10303 Remington Drive, Hagerstown, MD 21740
  - b. Tax Account: 10-065727
  - c. Tax Map/Parcel: 0057/0639
  - d. Mailing Address: c/o Hilton C. Smith, Jr., 10306 Remington Drive, Hagerstown, MD 21740
14. Cross Creek Homeowners Association, Inc.
  - a. Premises Address: 0 Bear Creek Drive
  - b. Tax Account: 10-037964
  - c. Tax Map/Parcel: 0057/0577
  - d. Mailing Address: c/o Hilton C. Smith, Jr., 10306 Remington Drive, Hagerstown, MD 21740
15. Interstate 70 Partners, LLC
  - a. Premises Address: 0 Poffenberger Road
  - b. Tax Account: 10-033349
  - c. Tax Map/Parcel: 0057/0161
  - d. Mailing Address: 10306 Remington Drive, Hagerstown, MD 21740



# Shops at Sharpsburg Pike Zoning Concept



3/9/2021, 9:00:37 AM

World Transportation

Parcels

MD\_SixInchImagery Zoning

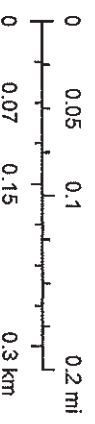
Highway Interchange

Industrial, Restricted

Residential Multi-Family

Residential Urban

1:9,028



Esri Community Maps Contributors, City of Hagerstown, WashCo MD, West

Web AppBuilder for ArcGIS

USDA FSA, Maxar | MD MAP, DeIT | Hagerstown MD | MD MAP, USDA | Esri, HERE, IFC | Esri Community Maps Contributors, City of Hagerstown, WashCo MD, West Virginia GIS, BuildingFootprintsUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/





THE LAW OFFICE OF  
**ZACHARY J. KIEFFER, LLC**

April 29, 2021

***Re: Justification Statement: 10319 Sharpsburg Pike, Hagerstown, MD 21740 (the "Property"); Appeal for Map Amendment***

REQUEST

Appeal is made by Sharpsburg Pike Holding, LLC (the "**Applicant**") for a Map Amendment to the current Washington County Zoning Map, amending that certain portion of the Property with the MXC District Overlay, containing +/- 9.92 acres and more particularly identified as "**Lot 7**" on the Rezoning Concept Plan for The Shops at Sharpsburg Pike prepared by Frederick Seibert & Associates, Inc., and attached hereto and incorporated herein as "**Exhibit A**".

BACKGROUND

The Property is located at 10319 Sharpsburg Pike. The Property's zoning designation is HI (Highway Interchange). The Applicant is the Owner of the Property by virtue of a Deed from Mansoor Emral Shaoool and Janet Emral Shaoool dated December 13, 2012 and recorded among the Land Records of Washington County at Liber 4436, folio 0127 as well as a Deed from Hoffman Family Homestead, LLC, dated October 5, 2017 and recorded among the Land Records of Washington County, Maryland at Liber 5607, folio 90.

Exhibit A contemplates the subdivision of the Property to create, among other lots, Lot 7. Lot 7, with the MXC District Overlay (the "**MXC**"), will contain a mix of residential and commercial uses, as permitted by Article 16 of the Washington County Zoning Ordinance (the "**Ordinance**").

As shown on Exhibit A, the Applicant intends to construct two (2) buildings of Multi-Family Apartments. The first building ("**Building 1**") contemplates 50 units, along with +/-1,500 sf of retail space and +/- 4,500 sf designated for a restaurant. The second building ("**Building 2**") shows 55 multi-family apartment units. Also included will be six (6) townhouses (the "**Townhouses**").

General Requirements.

19405 Emerald Square, Suite 2100 Office 202, Hagerstown, MD 21742

Office: 240-513-4332

Email: [zach@zkiefferlaw.com](mailto:zach@zkiefferlaw.com)

[www.zkiefferlaw.com](http://www.zkiefferlaw.com)

Section 16.4 of the Zoning Ordinance sets forth the general requirements of the MXC District:

- (a) Ownership: This application is for the placement of the MXC over a portion of one (1) lot of record owned by the Applicant. The Applicant has duly signed this application as the owner of the parcel.
- (b) Location: The Property is located within Growth Area for the City of Hagerstown. The Zoning Ordinance permits the location of the MXC District in the Highway Interchange (HI) District. The Property is zoned HI and located adjacent to Sharpsburg Pike/MD Route 65 (“**Sharpsburg Pike**”). The Townhouses, Building 1 and Building 2 will use Colonel Henry K. Douglas Drive as the means for access, ingress and egress to the signalized intersection with Sharpsburg Pike. Moreover, the Applicant has completed or contemplates the construction of the following road improvements in connection to the development of the Property:
  - i. Road widening and re-striping on Sharpsburg Pike for the addition of a two-way left turn lane on Sharpsburg Pike at the Rench Road intersection;
  - ii. Mitigation or improvements per State Highway Administration guidelines on Sharpsburg Pike;
  - iii. Fifty-foot ROW dedication from centerline of Sharpsburg Pike.
- (c) Utilities: The Property is served by public water and sewer facilities which will be connected to serve Building 1, Building 2 and the Townhouses.
- (d) The development of Lot 7 will comply with the requirements of the Washington County Adequate Public Facilities Ordinance (the “**APFO**”).
  - i. As referenced above, the Applicant contemplates certain improvements to Sharpsburg Pike. If, during the final site plan approval process additional improvements are required to Sharpsburg Pike or other public roads serving Lot 7, said improvements will be made to ensure adequacy of Sharpsburg Pike and compliance with the APFO.
  - ii. School-aged children residing within the development on Lot 7 will attend Rockland Woods Elementary, E. Russell Hicks Middle School and South Hagerstown High School. In the course of the Concept Plan Review, County staff has indicated that the three schools are inadequate as determined by the APFO. Staff calculates that Rockland Woods Elementary, E. Russell Hicks Middle and South Hagerstown High enrollment, as a percentage of State Rated Capacity would be at 113.8%, 114.7% and 120.0%, respectively. The APFO provides options for mitigation, including the Alternate Mitigation Contribution (“**AMC**”). Section 5.8(a) allows for a developer may to make the AMC when any school affected by the new development exceeds adequate capacity, **but does not exceed** 120% of its State Rated Capacity (emphasis added). Given the Stated Rated Capacities of the three affected schools does not exceed 120% of their respective State Rated Capacity, the Applicant intends to pay the AMC as part of the final site plan review process. Should these calculations change during the course of this zoning appeal, Applicant

will work with County Staff and the Board of County Commissioners to obtain final site plan approval while meeting all relevant conditions and obligations as required by the APFO.

#### Principal Permitted Uses

Section 16.1(b) of the Zoning Ordinance sets forth the Principal Permitted Uses in the MXC. All principally permitted uses in the RT, RS, RU, RM and BL Districts are permitted in the MXC District. The uses on Lot 7 contemplated by the Applicant, and more particularly shown on Exhibit A, include 1,500 sf of retail space, a +/-4,500 sf of restaurant space and +/- 13,263 sf of residential area in Building 1, creating 50 units. Building 2 shows +/- 19,283 sf of residential area, creating 55 units. Townhouse and Apartment dwellings are permitted in the "RM" Residential, Multi-Family District. Similarly, restaurants and local retail goods and service shops are permitted in the "BL" Business, Local District. Thus, all proposed uses are permitted in the MXC.

#### Density Limitations.

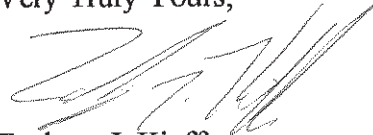
The development of Lot 7 is also governed by minimum or maximum limitations for permitted uses and densities set forth in Section 16.1(d) of the Zoning Ordinance. Section 16.1(d) requires a minimum of 2 types of residential uses. Lot 7 will include multi-family apartments and town houses. Commercial uses are capped at a maximum of 70% when applied to the HI District. Commercial uses on Lot 7 are significantly less than the 70% cap. Finally, the residential component of Lot 7 does not exceed 12 dwelling units/acre as set forth on the table in Section 16.1(d).

Historic Resources. No less than 10 sites in the relative vicinity of the Property are identified on the Historic Resources Map, maintained by the County Geographic Information Systems office, and inventoried by the Maryland Historic Trust ("MHT"). A review of these nearby sites shows that the sites nearest the Property were deemed to be minimally significant, according to the MHT Matrix, due to their recent construction. Notably, some of these properties have been redeveloped to accommodate commercial uses.

The Property satisfies the prerequisites for approval of the MXC. The zoning of the Property (HI) is one of the permissible underlying zoning districts for MXC. Lot 7 is of sufficient area to comply with all setbacks, density requirements, and minimum parking prescriptions that no variance from said requirements is contemplated. Placing the MXC on the Property would serve the purpose of the MXC district, as stated in the Zoning Ordinance. Namely, permitting a greater degree of flexibility and creativity in the development of mixed-use area. The area surrounding the Property has undergone significant development in the recent years, and the concept plan for the MXC creates a compatible and complementary mixture of uses. The residential component consisting of multi-family dwellings and town houses places these residences within walking distance of a grocery store, food service establishments, and retail establishments. The concept also provides housing choices different from the single-family homes located near the Property. The retail commercial space will provide additional on-site services to the residents. Convenient access to Interstate 70 is but another feature that will attract individuals to the Property seeking desirable living accommodations with proximity to a major

transportation network. The concept for the MXC provides a harmonious variety of housing choices, a varied level of community services and amenities and promotes adequate open space and scenic attractiveness with a design that is compatible and complementary to both the various uses on the Property, as well as the commercial and residential uses in the vicinity of the Property.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Zachary J. Kieffer', written over a horizontal line.

Zachary J. Kieffer  
*Attorney at Law*



[illegible][illegible]

Aerial View



August, 2021

Case #: RZ-21-005

## Application for Map Amendment Staff Report and Analysis

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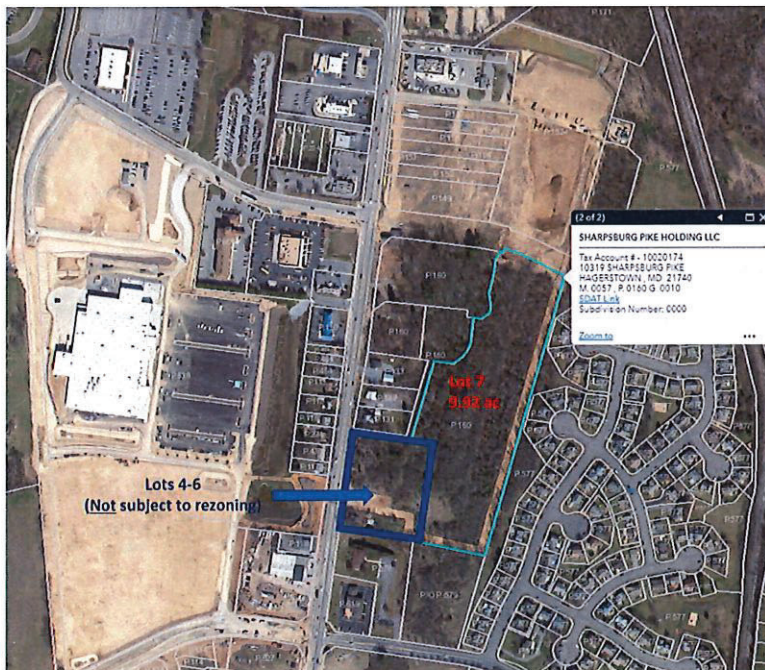
Property Owner(s)	:	Sharpsburg Pike Holdings, LLC
Applicant(s)	:	Sharpsburg Pike Holdings, LLC
Location	:	Sharpsburg Pike, 1/3 mile south I-70 interchange
Election District	:	#10 – Funkstown
Comprehensive Plan		
Designation	:	High Density Residential
Zoning Map	:	57
Parcel(s)	:	P. 160
Acreage	:	9.92 acres (Lot 7)
Existing Zoning	:	HI – Highway Interchange
Requested Zoning	:	MXC – Mixed Use Residential & Commercial
Date of Meeting	:	August 30, 2021

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### I. Background Information:

#### A. Site and Vicinity Description



The site is located at 10319 Sharpsburg Pike, in between Col. Henry K. Douglas Drive and Poffenberger Road, approximately 1/3 mile south of the Interstate 70 interchange. The total acreage subject to this rezoning case is 9.92 acres. The concept plan included with this application refers to this area as Lot 7. Parcel 160 is presently 12.67 in total. Therefore, the



2.75 acres that have road frontage on Sharpsburg Pike (Lots 4-6 on the concept plan) are not part of this rezoning. All properties are located within the Urban Growth Area (UGA) that surrounds the City of Hagerstown and the Towns of Williamsport and Funkstown.

The parcel itself is currently undeveloped. Significant development has occurred in the immediate vicinity of this property along Sharpsburg Pike in recent years. Primarily this development has been commercial in nature. The new Walmart is directly west of the subject property, on the other side of Sharpsburg Pike. The new Aldi, Dunkin Donuts and other commercial land uses making up The Shops at Sharpsburg Pike development sits at the corner of MD-65 and Col. Henry K. Douglas Drive immediately adjacent to this site.

In addition to the existing residential development that remains along this portion of MD-65, there has been some new residential development in the immediate vicinity as well. The Villas at Gateway is a semi-detached, 24-lot residential development immediately southwest of the subject property. Notable amounts of detached single family housing exist currently or are in the process of being developed along Poffenberger Road less than 1 mile southeast of the site.

There are no sensitive environmental resources found within the proposed rezoning site, as demonstrated by a forest stand delineation approved for the site in 2016.

#### **B. Mixed Use District Purpose and Criteria**

The applicant is requesting to augment the property's existing Highway Interchange (HI) zoning classification to establish a new Mixed Use zoning district over top of the HI base zoning. The Mixed Use zoning classification replaced the previous Planned Unit Development (PUD) at the time of the Comprehensive Rezoning of the Urban Growth Area in 2012. The PUD zoning classification remains for all PUDs approved prior to July 1, 2012.

As noted in the Zoning Ordinance, Mixed Use Districts allow for greater flexibility in the design of residential, commercial and employment-focused developments than is possible under conventional zoning standards. Their purpose is:

*“.. to provide a compatible and complementary mixture of uses that will create a desirable living and working environment, promote an efficient use of the land, provide for a harmonious variety of housing choices, a more varied level of*

*community services and amenities, and the promotion of adequate open space and attractiveness.”<sup>1</sup>*

Three types of Mixed Use Districts comprise the range of choices available under this zoning classification. They include the Mixed Use Residential District (MXR), Mixed Use Commercial and Residential District (MXC), and Mixed Use Residential, Commercial, and Employment District (MXE). As is evident from the name of each District, the mixture of land uses allowed differs slightly in each one.

In this case, the applicant is pursuing the establishment of a new MXC District. The Zoning Ordinance states that:

*“The MXC or Mixed Use Commercial District is designed to permit a mixture of residential uses and limited commercial development to provide goods and services necessary to the neighborhood, all according to a preapproved master plan.”*

### **1. General Requirements**

Mixed Use Districts are established as “floating zones.” A floating zone is a zoning district that delineates conditions which must be met before that zoning district can be approved for an existing piece of land. Those conditions are primarily outlined in Section 16.4 of the Zoning Ordinance and include the following general requirements:

- ❖ **Ownership:** The tract of land to be approved for development with the Mixed-Use District must be in single ownership with proof of that ownership submitted to the Planning Commission prior to approval of the Final Development Plan.
- ❖ **Location:** All Mixed-Use Districts shall be located within the Urban Growth Area or the Town Growth Areas. All three Mixed Use Districts are permitted to be located in the RT, RS, RU, and RM Districts. The MXC and MXE Districts may also be located in the HI, IR, PI, and ORT Districts. The specific site shall be located adjacent to adequate roadway facilities capable of serving existing traffic and the future traffic generated by the uses in the Mixed-Use District or are able to be improved by the applicant to adequately serve the existing and proposed traffic.
- ❖ **Utilities:** All Mixed-Use Districts shall be served with public water and public sewer facilities approved by the Washington County Health Department.

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<sup>1</sup> Washington County Zoning Ordinance, Article 16 “Mixed Use District,” p.115



- ❖ **APFO:** All development in Mixed Use Districts shall comply with the requirements of the Washington County Adequate Public Facilities Ordinance before the site plan or final subdivision approval.

## 2. Permitted Uses and Densities

Permitted uses and densities for the MXC District are spelled out in Article 16.1 and shown in the table below:

**Table 1: MXC Permitted Uses and Densities**

District	Minimum Area	Residential Uses	Commercial Uses	Employment Uses	Open Space	Max DU/A
MXC	None	Minimum 2 types of residential units. 15%, or 25 DU must be MF, whichever is less	Maximum 10% or maximum 70% when applied to HI District	Not Permitted	Minimum 5% not including forest conservation area	12 DU/A (24 DU/A permitted in high rise building more than 6 floors)

## 3. Concept Plan and Zoning Approval Requirements

As noted in Article 16.5, review and approval for a Mixed Use District is a multi-step process. These steps include Concept Plan Review, Zoning Approval, Preliminary Development Plan Review and Approval, and Final Development Plan Review and Approval. During the rezoning process, the Concept Plan Review and Zoning Approval steps come into play.

The required content of the Concept Plan is described in Article 16.6 and summarized below:

- ❖ Vicinity Map
- ❖ Approved Forest Stand Delineation and preliminary Forest Conservation Plan
- ❖ Boundary, acreage and current zoning of the tract
- ❖ Minimum topographic information sufficient to determine surface drainage patterns
- ❖ Adjacent land uses, zoning and location of adjacent dwellings within 100 feet of the common property line

- ❖ Buffer yards required by Section 16.7 and the location of fencing or screen planting
- ❖ Location of various permitted uses; tabulation of the number and density of residential dwelling units; square footage of the area devoted to commercial and employment uses
- ❖ Roads – their alignment within the development including major access points; their relationship to existing adjacent land uses and to planned improvements identified in the Washington County Highway Plan; estimated traffic volumes and circulations patterns from the development onto existing and proposed roads (within a 1 mile radius of the site), and a preliminary proposal for road improvements to mitigate for expected negative effects
- ❖ Estimated average daily water consumption and sewage flow
- ❖ Location of historic resources identified in the Washington County or Maryland Historic Sites Inventory
- ❖ Pre-existing easements or rights-of-way of any kind
- ❖ Method proposed to insure maintenance of common areas (i.e.- HOA)
- ❖ School dedication site (only for developments with 500+ DUs)

Zoning Approval for the application is to be based upon the following considerations:

- ❖ Revisions to the Concept Plan that occurred in the wake of agency comments submitted during the Preliminary Consultation phase of development review
- ❖ Clear indication of the residential density requested
- ❖ Any needed modifications to the lot area, setbacks, or buffers

Zoning approval constitutes tentative approval of density and design features shown on the Concept Plan.

#### **4. Design Standards**

Section 16.7 describes Design Standards for Mixed Use Districts, most of which simply provide greater detail on the elements enumerated above that make up the Concept Plan. Section 16.7c however, provides detail on the criteria that should be considered by the Planning Commission and Board of County Commissioners to determine the appropriate mixture of uses for new Mixed Use Districts. The considerations include:

- ❖ Relationship of site to goals and objectives of the Comprehensive Plan and Land Use Plan Map
- ❖ Area of land under consideration



- ❖ Availability and capacities of existing and planned utilities
- ❖ Transportation system - proximity to, current condition, planned improvements and access proposals
- ❖ Site characteristics – physical and environmental constraints
- ❖ Open space – both currently available and proposed within the development and on adjacent lands
- ❖ Compatibility with surrounding land uses
- ❖ Unique needs of the development for public facilities or services

Other Design Standards of note include:

- ❖ **Walkways** – the mixed use development shall contain a comprehensive and cohesive pathway system for pedestrians and other non-motorized forms of transportation providing access to all areas of the development and off-site community facilities (transit, adjacent businesses, schools, etc.) to reduce vehicle dependency
- ❖ **Non-Residential Development** – commercial uses proposed should be primarily (but not exclusively) designed to serve the residents of the development
  - **Mixed Use Buildings and Shared Space**
    - Encourages shared space within buildings to accommodate mixed uses and with adjacent properties to meet parking requirements, among other considerations

## II. Staff Analysis

The preceding section described background information which must be satisfied to adequately address the requirements for the establishment of a new Mixed Use District within the scope of the intended development that has been proposed under this application. The analysis that follows does not attempt to exhaustively analyze all of these required elements, but merely to point out notable points of concern that have come up during review of the application, by both the Planner and reviewing agencies, during both the Preliminary Consultation and Rezoning stages of the development review process. Primary concerns of note for the proposed application include the mixture of uses shown on the Concept Plan and the adequacy of various public facilities serving the site (schools, water and sewerage, etc.). Additional points of lesser concern are also described which may warrant further inquiry by the Planning Commission and Board of County Commissioners (BOCC). Further analysis of how this application intends to address other requirements of the Zoning Ordinance for Mixed Use Districts can be found in the applicant's Justification Statement.

**A. Mix of Uses**

The MXC District, as previously described, is intended to combine a minimum of two residential use types with open space and limited commercial development which primarily serves the development's residents and/or the immediate neighborhood. The Concept Plan provided by the applicant satisfies these requirements to a minimal degree but does not meet the true intent of the of the MXC District.

This assertion can be understood by comparing the percentage of the total land area set aside for commercial or open space uses versus that which is devoted to residential development. The number of each type of residential use provides further evidence of a Concept Plan which focuses heavily on a single housing subtype.

First, regarding the minimum of two types of residential units, the Concept Plan overwhelmingly favors the provision of apartment units in its design. **Of the 111 dwelling units proposed as part of the Concept Plan, 105 (95% of the total), are intended to be apartment units.** Only 6 townhouse units are proposed as part of the design. Therefore, the variety of housing choices provided within the development would be very limited.

Secondly, the amount of space reserved for commercial and open space uses is also very limited in the proposed concept. A total of 6,000 square feet (sf) is shown on the Concept Plan, all of which is found within Building 1. The MXC District permits up to 70% of the district's acreage to be devoted to commercial uses when applied to a property that has an underlying HI zoning classification as this site does. **The 6,000 sq ft proposed for the site, therefore, devotes only 1.4% of the area under review to commercial uses.**

It should also be pointed out that the commercial uses depicted on Lots 4-6 are not part of the area subject to the proposed Mixed Use District. Only the 9.92 acres that make up Lot 7 are a part of the proposed map amendment. Based upon the visual depiction of the Concept Plan, it is easy to assume that the commercial development displayed on Lots 4-6 is part of the proposed District's design. The development of Lots 4-6 is, however, not part of this application and should not be considered as contributing to the footprint of commercial portion of the applicant's design and petition to rezone the property.

Finally, **the amount of open space provided appears to be very minimal as well.** MXC Districts require a minimum of 5% devoted to open space. The exact area devoted to open space is not clearly labeled or quantified in the application or on the Concept Plan as is required by the Ordinance. Assuming that the open space is represented by the area shown as including a gazebo and play area south of the 55-unit apartment building, plus



the outdoor patio space surrounding the 50 unit mixed use building, it appears that the open space would not significantly exceed the minimum 5% required by the Ordinance.

The MXC District also requires that the Concept Plan indicate the method proposed to insure maintenance of common areas (such as through the creation of an HOA). That information was not provided in the application materials submitted for review.

In sum, the design which has been proposed by the applicant depicts a Mixed Use District that would be overwhelmingly composed of residential multi-family housing uses. The other essential elements that make up an MXC District, including commercial and open space uses, are provided only to the minimum degree required by the Ordinance. Therefore, the overall purpose and intent of a true Mixed Use District, as defined in the Zoning Ordinance, has not been met by the proposed design.

## **B. Adequacy of Public Facilities**

Another point of concern with the establishment of a new Mixed Use District in this location is the adequacy of various public facilities that are regulated by the County's Adequate Public Facilities Ordinance (APFO). The purpose of the APFO is to ensure "*that public facilities and services needed to support new development shall be available concurrently with the impacts of such new developments.*"<sup>2</sup> Public facilities regulated under the Ordinance include roads, sewerage disposal systems, schools, water supply and distribution systems, and interim fire protection systems.

The adequacy of schools and the availability of public water constitute the primary public facilities which raise concerns as to whether impacts of the proposed new Mixed Use District could be mitigated concurrently with the development of the parcel.

### **1. Public Schools**

Under the APFO, a public school is deemed inadequate if:

- ❖ It exceeds 90% of the State Rated Capacity at the elementary school level
  - The above standard is known as the Local Rated Capacity (LRC)
- ❖ It exceeds 100% of the State Rated Capacity at the middle or high school levels

School adequacy is measured based upon quarterly enrollment reports pertaining to all Washington County Public Schools issued by the Board of Education (BOE). Both pupils generated by the proposed development and pupils generated from other previously

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<sup>2</sup> Washington County Adequate Public Facilities Ordinance. P.1

approved developments which have not yet been fully built out (including developments within municipalities) are accounted for in the determination of existing school capacity and adequacy.

The proposed development falls within the following school districts: Rockland Woods (Elementary), E. Russell Hicks (Middle) and South Hagerstown (High). The most recent enrollment report available presently is from March 2021. Based upon that enrollment report, the following table shows the current status of the three schools impacted by the proposed development:

**Table 2: Current Enrollment Snapshot (March 2021)**

School Name	Current Capacity (% of SRC)
Rockland Woods Elementary	97.3%
E. Russell Hicks Middle	114.7%
South Hagerstown High	120.9%

The snapshot provided above demonstrates that all three schools affected by the proposed development currently exceed the SRC and/or the LRC. The capacity shown above does not account for the students that would be generated by the proposed development, which would likely push the schools even further beyond the SRC than they are presently. Additionally, enrollment figures that dropped during the COVID-19 pandemic may also return to, or exceed, pre-Pandemic levels in the coming school year and beyond, putting further strain on existing educational facilities.

Under APFO regulations, new development that occurs with school districts that are inadequate (under the capacity standards described previously) may make an Alternate Mitigation Contribution (AMC) **if** the proposed development does **not** cause the school to exceed **120% of the SRC**. When current capacity exceeds 120% of SRC, the project is not eligible to use the AMC to mitigate for school capacity impacts.

Mitigation for projects that cause the affected school district to exceed 120% of the SRC must be worked out directly with the Board of County Commissioners in consultation with the Board of Education. Various remedies are possible to address capacity issues in school districts that are inadequate including redistricting, school site dedication, developer funding to construct an addition to an existing school or developer funding for new school construction.

The BOCC does also have the authority to limit the number of building permits in any school district. Their decision is to be based on a recommendation from the Planning



Commission and should consider the adequacy of the affected school district as well as the capacity in immediately adjacent schools.<sup>3</sup>

At present, according to the 2021 Washington County Public Schools Educational Facilities Master Plan, South Hagerstown High School “*is projected to remain over capacity for the foreseeable future.*” The plan also explicitly states that “*WCPS does not currently anticipate the ability to add a comprehensive high school in the next ten years.*”<sup>4</sup>

The document does go on to state that “plans are in process to add additional seat capacity through alternative methods.” Precisely what methods will be used and how soon a plan to create additional seat capacity could be implemented is presently unknown. It also cannot be determined whether this potential relief would specifically address capacity issues in the school districts affected by the proposed Mixed Use District. **Therefore, it can only be assumed that school capacity will continue to exceed the LRC and SRC in the school districts affected by the proposed development for the foreseeable future.**

The applicant’s Justification Statement simply states that in the event of a school exceeding 120% of SRC, it will “*work with County staff and the Board of County Commissioners to obtain final site plan approval while meeting all relevant conditions and obligations as required by the APFO.*” No more is presently known about how the applicant would seek to address school capacity issues if this Mixed Use District were to be approved beyond this statement.

## **2. Access to Public Water**

Access to an adequate supply of public water to serve the proposed Mixed Use District is another point of concern. At first glance, this would not appear to be an issue for this property as it is already connected to the City of Hagerstown’s water system, according to comments made during the Preliminary Consultation phase of this development’s review by the City of Hagerstown’s Department of Utilities.

The site also meets other County and City requirements for access to public water systems. It was given a W-1 Existing Service designation in the County’s 2009 Water and Sewerage Plan, which mandates that the property connect to the public water supply distribution within one year or less if a connection is not already available at the time of the property’s development.

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<sup>3</sup> Washington County Adequate Public Facilities Ordinance. PP.16-17

<sup>4</sup> 2021 Washington County Schools Educational Facilities Master Plan. P.4

The area subject to this rezoning also falls within the City of Hagerstown's Medium Range Growth Area (MRGA). The MRGA defines, among other things, the limits of new City water service for a twenty year planning period. Properties that fall outside of the MRGA, therefore, are not allowed to connect to existing water service lines under most circumstances. The property also has already signed a pre-annexation agreement with the City, according to the City of Hagerstown's Department of Utilities, which is another prerequisite for city water service.

The issue with water access therefore lies purely with the increased demand that would result from the rezoning of this property from the current, commercial and light industrial HI zoning classification to a high-density residential and limited commercial MXC district. The ability of the City of Hagerstown to provide water service to this property (as well as all others in the MRGA) is based upon growth assumptions that utilize existing zoning classifications. The rezoning of this property to allow for a more intensive land use in terms of water usage is a variable that was not accounted for when the City developed the growth model that informed the creation of the Water Resources Element in its adopted Comprehensive Plan. Thus, **an increased demand for water at this location would likely necessitate changes to the MRGA boundary elsewhere.**

### **3. Present and Future Transportation Patterns**

#### **a. Roads and Intersections**

The impact of a proposed development on traffic and circulation patterns in the area is another required element of this rezoning application, and, is frequently a source of concern of neighboring residents and businesses. Road improvements are another type of public infrastructure governed by the County's APFO. Traffic impacts from the proposed development were analyzed by various entities, at multiple points in time, both immediately before and as part of this rezoning application.

In April 2020, a traffic impact study (TIS) was approved which accounted for this site as a part of a larger investigation of the potential impacts pipeline development occurring in the Sharpsburg Pike Corridor, primarily in the immediate area south of the I-70 interchange. This study recommended the following road improvements in the immediate vicinity of the proposed rezoning:

- *"Access to the project includes a full movement access onto Colonel H K Douglas Drive, a right-in only on MD 65, and a new signalized full movement access on MD 65."*



- *“Road widening and re-striping on MD 65 for the addition of a Two-Way Left Turn Lane on MD 65 at the Rench Road intersection. The design shall be approved by SHA and Washington County.”*
- *“Mitigation/road improvements per SHA requirements including a raised median on MD 65, and a proposed signal and associated turn lanes on MD 65 at the second site access point. It should be noted that construction of a traffic signal at the second access point is not a County requirement for approval of the Traffic Study, rather it is at the preference of the Developer.”*
- *“An internal access connection to Remington Drive is recommended and shall be required if the signalized full movement second access (per item b above) is not constructed.”*
- *“A minimum ROW dedication of 50’ from centerline of MD 65 will be required for Site Plan approval per the County’s requirements for a Minor Arterial roadway. SHA may have additional requirements.”*

The applicant’s decision to seek the establishment of a new Mixed Use District in the subject location was then undertaken after approval of the original TIS. Accordingly, the proposed change in land use, both at this site and at other lots in The Shops at Sharpsburg Pike development, necessitated re-evaluating traffic impacts stemming from the new proposal. This follow up TIS was completed in April 2021. The study concluded that trip generation from the new mix of proposed land uses was less than that found in the previous TIS during each of the three time periods surveyed (Weekday AM Peak, Weekday PM Peak, Saturday Midday Peak). The developer is still required to comply with the conditions outlined above in the previous traffic study, but no additional improvements were required with the change in land use.

No additional road improvements are identified in the County’s current Capital Improvement Plan (2022-2031) in the immediate vicinity of the subject property.

The Maryland State Highway Administration’s portion of the state’s Consolidated Transportation Plan does include two major projects of note in the area of the rezoning: replacement of the I-70 bridge over MD-65, as well as improvements at the associated interchange. The Plan summary for the bridge project captures both improvements: *“This project will replace the decks on all four bridges and the superstructure of the two bridges*

*on I-70 over MD 65, one of which (eastbound) is rated in poor condition. The project will accommodate a planned future interchange reconstruction at MD 65.”<sup>5</sup>*

#### **b. Pedestrian Circulation and Connectivity to Neighboring Properties**

Consideration for non-motorized modes of transportation is also an integral part of the design of a mixed use development. The Concept Plan does provide for these needs to some extent, as sidewalks are depicted connecting the two apartment buildings as well as the six townhouses within the proposed Mixed Use District. Though not a part of the area covered by the rezoning application, the design also depicts some sidewalk connections between the subject site and immediately adjacent properties, particularly along Col. Henry K. Douglas Drive.

Beyond sidewalks, inter-parcel connectivity is another important consideration in planning a Mixed Use District that serves the needs of its residents and those utilizing services in the immediate vicinity. Creating connections between parcels, for both motorized and non-motorized users, enables patrons to utilize internal circulation routes to carry out a variety of tasks without adding unnecessary traffic flow onto adjacent collector and arterial transportation routes. Therefore, it is important that a detailed plan for circulation and connectivity which is inclusive of multiple travel modes be submitted in support of the establishment of a new MXC District, perhaps exceeding what is required for a typical site plan.

The Department of Plan Review and Permitting made comments on the proposed application to this effect, when routed a copy for review, which are copied below:

- *“Given the significant traffic generation and mix of land uses proposed in this development, it is recommended that pedestrian safety be carefully considered, and that a pedestrian circulation plan be included in the Development Plan/Site Plan.”*
- *“The application states, ‘The area surrounding the Property has undergone significant development in the recent years, and the concept plan for the MXC creates a compatible and complementary mixture of uses.’ This compatible and complementary use should include joint access with neighboring properties and alignment with other accesses. These elements should be considered in the Development Plan/Site Plan.”*

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<sup>5</sup> Maryland Department of Transportation. *FY 21-26 Consolidated Transportation Plan*. P. SHA-W-2.



### III. Additional Considerations

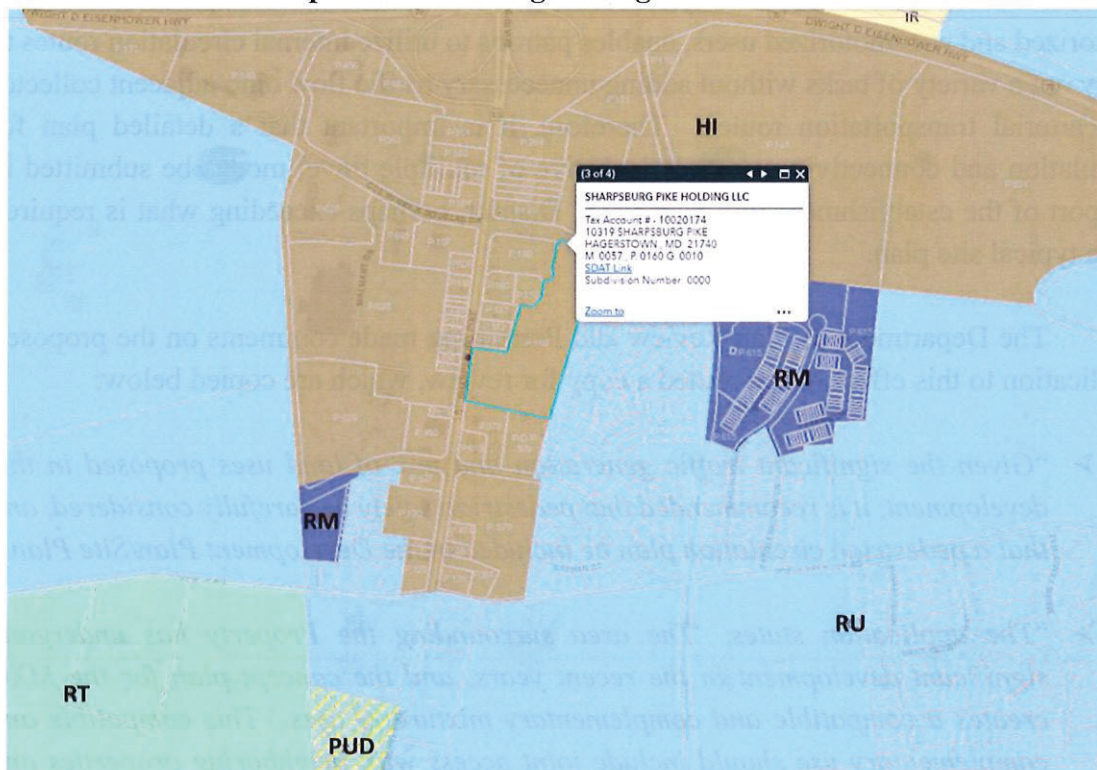
#### A. Compatibility with Existing and Proposed Development in the Area:

The compatibility of the proposed development with the surrounding neighborhood, in terms of zoning, land use, and historic sites is another important consideration in determining the appropriate mix of uses within the MXC District being sought. The character of the “neighborhood” in the present and immediate future is profiled below through these lenses.

##### 1. Surrounding Zoning

Map 1, below, shows the existing zoning in the area surrounding the proposed rezoning site at 10319 Sharpsburg Pike.

**Map 1: Surrounding Zoning Classifications**



The corridor from the I-70 interchange south to Poffenberger Road is all currently zoned HI on both sides of MD-65. As one gets further away from this arterial roadway, the zoning transitions to residential classifications at various densities. Much of it is Residential Urban (RU), which allows single family, semi-detached and two-family dwelling units on roughly ½ acre lots, along with limited community service type uses. Claggetts Mill is an example of an actively building subdivision within this zoning class

located less than 1 mile to the southeast. There is also Residential Transition (RT), which is the least dense residential district in the Urban Growth Area, at 2-4 dwelling units per acre. Most of the RT is presently in an agricultural land use.

There is also high-density residential zoning in the immediate vicinity. Two Residential Multi-family (RM) districts are found within 1/3 mile from the subject site, including the Carriage Hills development. Perhaps most relevant is another mixed use district, in this case a PUD whose zoning was approved in 1992, St. James Village North.

In sum, while the commercially focused HI zoning dominates the Sharpsburg Pike corridor, there is a variety of residential zoning classes within a 1 mile radius of the site.

## **2. Land Use**

Commercial land uses predominate the immediate area around the rezoning site. The most notable is the new Walmart directly across MD-65 to the west. Fast food restaurants, retail shops and gas stations occupy most of the other lots already developed north and south of the subject property. Premium Outlets is just past the I-70 interchange to the north. The MVA is just north of the Walmart. As noted previously, an ALDI grocery store anchors the portion of The Shops at Sharpsburg Pike that has been developed so far. It is complemented by other fast food and retail establishments.

In addition to the residential developments of various densities noted in the previous section, others in the immediate vicinity include Cross Creek and the Villas at Gateway (detached single family homes). Somerford, a senior living community, is 1/3 mile southwest on MD-65.

While much of the historic land uses which occupied this part of the Sharpsburg Pike corridor are transitioning to commercial, there are still a fair number of single-family homes along MD-65, and active farms within a 1 mile radius of the rezoning site.

Overall, this transitioning “neighborhood” around the proposed MXC District should be viewed, at this point, as consisting of two major parts – a heavy commercial focus among lots with road frontage along MD-65, and mostly suburban-style, single-family housing developments built or coming online in the immediate vicinity.

## **3. Historic Sites**

Another important component of compatibility is the location of historic structures on and around the parcels being proposed for rezoning. According to the Maryland Historic Trust Inventory, there are 2 existing historic sites located within an approximately



½ mile radius of the proposed rezoning areas. Below is a listing of existing historic resources within a ½ mile radius of the subject parcels.

- WA-I-448: “Brick Farmhouse,” late-19<sup>th</sup> century, 2-story brick farmhouse. Altered early 20<sup>th</sup> century.
- WA-I-503: “Frame Bungalow,” early-20<sup>th</sup> century, 1½ story bungalow style home.

**B. Relationship of the Proposed Change to the Adopted Plan for the County:**

The purpose of a Comprehensive Plan is to evaluate the needs of the community and balance the different types of growth to create a harmony between different land uses. In general, this is accomplished through evaluation of existing conditions, projections of future conditions, and creation of a generalized land use plan that promotes compatibility while maintaining the health, safety, and welfare of the general public.

The 9.92 acres subject to this requested zoning map amendment was given the High Density Residential sub-policy area designation in the County’s 2002 Comprehensive Plan. Therefore, the applicant’s proposal for this parcel does not deviate significantly from what was anticipated in the 2002 Plan, as they are proposing roughly 11 dwelling units per acre.

The Comprehensive Plan offers the following definition for this policy area:

*“The High Density Residential policy area is primarily associated multi-family type residential development. Principal zoning districts related to the policy area include the Residential - Multi-Family, Highway Interchange Two, and Residential Urban districts. The majority of the types of housing either existing or anticipated to be proposed for the policy areas are apartments, townhouses, and group homes, as well as duplexes and single-family homes on small lots. Typical housing developments would have densities in excess of 8 units per acre for multi-family developments and 6 units per acre for single-family developments.*

*Existing or proposed development associated with this classification is primarily located around the I-70 & MD 65 Interchange, Robinwood Drive area, Londontowne area, the I-81 & US 11 Interchange, Oak Ridge Drive, and the I-81 & Maugan’s Avenue Interchange.”<sup>6</sup>*

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<sup>6</sup> 2002 Washington County, Maryland Comprehensive Plan, Page 245

#### **IV. Recommendation**

The applicant is requesting to rezone the property from its existing HI zoning designation, to apply an MXC floating zone atop this base zoning. The MXC Zoning District permits the applicant to pursue what is intended to be a complementary, efficient and attractive mixture of residential, commercial and open spaces uses.

Through their Justification Statement and Concept Plan, the applicant has met the majority of the conditions (as outlined in the report's introduction) required to be met in order to establish a new MXC District. These pre-requisites include primary considerations such as a specified residential density, the inclusion of multiple housing types, the ability to connect to public water and sewer service, cooperation in making necessary road improvements in the vicinity and more.

Speaking generally, a mixed use development makes a great deal of sense for the immediate neighborhood around this property, as it is presently constituted. The Sharpsburg Pike corridor below I-70 is transitioning from historic patterns of agricultural use and single-family homes along the roadway itself, to a higher intensity mix of commercial and more dense housing of various subtypes. Thus, what the applicant is proposing could work well at this location at some point in time in the future.

At present, however, it is difficult to recommend the establishment of the MXC floating zone on this property. Primarily this is because of the APFO concerns that were outlined in detail in this report. The most significant concern is with school capacity in the South Hagerstown High School District. That school already exceeds 120% of State Rated Capacity, which eliminates the ability of the applicant to utilize the Alternate Mitigation Contribution to satisfy their requirement to address this inadequacy. There are also no immediate plans to build a new high school in this district in the next 10 years, according to Washington County Public Schools 2021 Educational Facilities Master Plan. Other potential remedies, such as redistricting, are unknown at present and could not be counted on to address the issue in the near future. Enrollment figures that dropped during the COVID-19 pandemic may also return to, or exceed, pre-Pandemic levels in the coming school year and beyond, putting further strain on existing educational facilities.

Also highlighted in this report, as a major point of concern, is the availability of public water and sewer for a more intensive use than is permitted under the property's existing HI zoning. The City of Hagerstown, the water provider for this property, has established the boundaries of its Medium Range Growth Area based upon the existing zoning throughout the City and County. Therefore, upzoning this property to a more intensive use has the potential to necessitate the retraction of the MRGA by the City



elsewhere within the County's designated Urban Growth Area. The feasibility of accomplishing this modification in a manner that would satisfy all parties is difficult, at best, to predict.

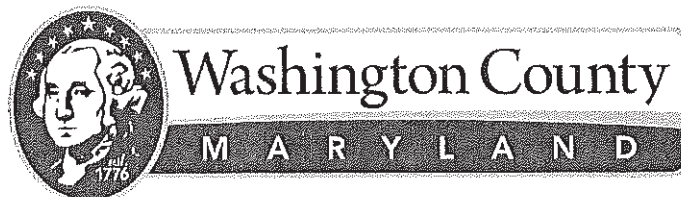
Finally, the staff report has offered evidence that the current design of this MXC District, as shown on the Concept Plan, could be improved to more closely fit the purpose of this zoning classification, as it is defined in the Zoning Ordinance. At present, it focuses heavily on the provision of apartment units, above all other elements required by the Ordinance.

Therefore, it is staff's opinion that a new mixed use district at this location could be more sustainably pursued in the future when the issues outlined above have been fully resolved.

Respectfully Submitted,



Travis Allen  
Comprehensive Planner



DEPARTMENT OF PLANNING & ZONING  
PLANNING | ZONING | LAND PRESERVATION | FOREST CONSERVATION | GIS

October 12, 2021

RZ-21-005

**APPLICATION FOR MAP AMENDMENT  
PLANNING COMMISSION RECOMMENDATION**

Applicant(s)	Sharpsburg Pike Holdings, LLC
Location	10319 Sharpsburg Pike
Tax Map/Grid/Parcel	57/10/160

**RECOMMENDATION**

The Washington County Planning Commission held a public information meeting on August 30, 2021 for the purpose of taking comment on a rezoning application for Sharpsburg Pike Holdings, LLC. The applicant is requesting to establish a new MXC (Mixed Use Residential and Commercial) floating zone atop the existing HI (Highway Interchange) base zoning. The Planning Commission considered the applicant's application and supporting documents, oral and written testimony from approximately 15 residents of the area, and the Staff Report and Analysis.

At its regular meeting on October 4, 2021, the Planning Commission unanimously voted to deny the rezoning request for the following reason:

1. The schools serving this proposed development would not have adequate capacity to serve the projected pupil yield of the new units; and, the applicant did not present information that would indicate the impacts of this development on the school system are highly solvable.

Copies of the application packet and supporting documents, Staff Report and Analysis, written comments, minutes of the August 30, 2021 public information meeting and October 4, 2021 regular meeting are attached.

Respectfully submitted,

*Jill L. Baker*  
Jill L. Baker, AICP *dse*  
Director

JLB/TMA/dse

Attachments

cc: Kirk Downey  
Zachary Kieffer, Esq.





October 25, 2021

Washington County Planning Commission  
100 West Washington Street  
Hagerstown, MD 21740

***Re: RZ-21-005: Recommendation to Board of County Commissioners and Addressing APFO***

Dear Commissioners,

On behalf of Sharpsburg Pike Holdings, LLC (the “Applicant”), record owner of the real property located at 10319 Sharpsburg Pike, Hagerstown, Maryland 21740 (the “Property”), and application in the above referenced application for map amendment (the “Map Amendment”), I submit this letter for your consideration and to address concerns about compliance with the County’s Adequate Public Facilities Ordinance (“APFO”), particularly the portion of the APFO pertaining to adequacy of the schools.

During the public meeting before the Planning Commission, County staff expressed concern with the Applicant’s plans to comply with the APFO. These sentiments were echoed by the Planning Commission, and as such the Applicant hereby proposes the following options to ensure the forthcoming development, should the Map Amendment receive approval from the Board of County Commissioners, complies with the APFO.

1. Currently, the public schools in the school district (Rockland Woods Elementary, E. Russell Hicks Middle and South Hagerstown High) where the Property is located are over capacity and deemed inadequate. Moreover, the current capacity exceeds the 120% threshold and the project is not eligible to use the Alternate Mitigation Contribution to mitigate school capacity impacts. Nevertheless, the Applicant would engage in negotiations with the Board of County Commissioners in an effort to offer an Alternate Mitigation Contribution, which the Commissioners may vote to accept.
2. Alternatively, the Applicant may choose to place an age-restriction on the final site plan, thus rendering compliance with the APFO, moot.
3. Lastly, as compliance with the APFO is truly a matter to be addressed at the stage of final development plan review and approval, upon approval of the Map Amendment, the Applicant could request extensions of the timelines for approval set forth in the Zoning Ordinance and submit the development plans and/or site plans once the schools are deemed adequate.

Each of the above options provides a viable path forward to addressing APFO concerns. Based on these proposals, the Applicant respectfully requests that the Planning Commission revise its recommendation to the Board of County Commissioners.

Sharpsburg Pike Holdings, LLC



Sassan Shaool, Managing Member



DEPARTMENT OF PLANNING & ZONING  
COMPREHENSIVE PLANNING | LAND PRESERVATION | FOREST CONSERVATION | GIS

## MEMORANDUM

TO: Planning Commission members

FROM: Debra Eckard, Administrative Assistant

DATE: September 21, 2021

RE: RZ-21-005 – Sharpsburg Pike Holdings LLC

Attached are copies of public comments that we have received since the public information meeting that was held on August 30, 2021 for the map amendment for Sharpsburg Pike Holdings, LLC. All written comments have been made part of the official record, RZ-21-005.



**From:** John Musselman  
**To:** Planning Email  
**Subject:** RE: RZ-21-005  
**Date:** Monday, August 30, 2021 6:44:28 PM

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Any claims of being a County official or employee should be disregarded.

Hello,

This in reference to RE:RZ-21-005.

I live on Bushwillow Way. My kids are older now but went to a high school ( South High ) that was extremely crowded. The Middle school was as well. I am Going off of memory of what was sent out a few months ago but I thing there was something like 400 units planned as well as 7 townhouses. It appears that the goal of the developer is to make as high a profit as possible with apartments. The town houses ( 1 block ) looks as though it was thrown in to say there would be single family houses. The concerns I have are mainly for the family's that might end up there. see below

1. Education for kids, the local schools are already beyond overcrowded. Is the county just going to bring in more trailers for the schools ?
2. Safety, potential for a lot of kids to end up out on sharpsburg Pike. The road is already over crowded.
3. Property values, Will there be a negative affect on the people already living here.
4. I cant stress enough about the overcrowding of our schools.

Sincerely,

John Musselman

**From:** [Stan and Sherry Michaleski](#)  
**To:** [Planning Email](#)  
**Subject:** RZ-21-005  
**Date:** Wednesday, August 25, 2021 8:32:57 PM

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I am asking that the proposed development off of Sharpsburg Pike be denied. The schools and traffic issues are already out of hand and this development will only exacerbate this; and furthermore it affect property values of Cross Creek.

**From:** DEBRA EBERSOLE  
**To:** Planning Email  
**Subject:** RZ 21-005  
**Date:** Thursday, August 26, 2021 8:32:37 AM

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WARNING!! This message originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.  
Any claims of being a County official or employee should be disregarded.

I am the homeowner and resident of 10527 Bushwillow way.

I received notice of the meeting to discuss, among other things, adding over 100 apartments off Sharpening Pike between our development and the Aldi and Dublin Donuts that have been added within the last few years.

I am 100% opposed to this !!!

There has already been so much added to this area within the last 5 years, not even including the Walmart that was added. Traffic is horrible already in this area of the Sharpsburg Pike. The Aldi and now new Sheetz that just opened has already increased traffic tremendously. It has become very dangerous to travel this area, and there are already additional homes being constructed off of Poffenberger Road, along with the villas by Walmart. The proposal of adding 105 apartments would add possibly an additional 200+ cars traveling daily in an already over-congested area. I have watched my nice area turn into a mess over the years. These builders are trying to use every square foot of property to make as much money as possible, without any concern for the area. You should spend some time observing the traffic in the area, and coming off of interstate 70, and then imagine adding 105 more apartments and their residents and cars to it.

How many of these apartments proposed will end up being subsidized housing? Do we need more apartments for the families of the prison inmates to move here? The area growing and adding apartments isn't attracting good families from other areas. People are living here that came from the larger cities. You see it in the newspaper articles about crimes in our area all the time. And our County just seems to be providing more and more places for those people to live.

Debbie Ebersole



**From:** [Ron Lutz](#)  
**To:** [Planning Email](#)  
**Subject:** apartments behind Aldi's  
**Date:** Thursday, August 26, 2021 12:10:23 PM

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Any claims of being a County official or employee should be disregarded.

Planning Commission,

We are seventeen year residents in Cross Creek the development behind Aldi's . We are adamantly opposed to the two apartment buildings being considered behind Aldi's. I can only imagine what our neighborhood will be like with the addition of 3-400 new people. People rent apartments when they can't afford houses. Please vote no on this proposal.

Sincerely,

Ron & Mary Lutz

Sent from [Mail](#) for Windows

**From:** RICKELLE ABBOTT  
**To:** Planning Email  
**Subject:** RZ-21-005  
**Date:** Monday, August 30, 2021 10:31:44 AM

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In regards to the proposed mixed used residential and commercial planning at 10319 Sharpsburg Pike. Please take into consideration that the blasting from the construction sites have compromised the foundation and structures of residents near by. For example but not limited to, cracks in home ceilings, nails popping out of walls and concrete cracks. Us as home owners are responsible for these repairs. This type of property damage has happened with the past construction that was done at the near by location on Sharpsburg pike and will most likely happen again.

Thank you,

Rickelle Abbott  
10216 Bear Creek Dr.  
Hagerstown, MD 21740

Sent from my iPhone

**From:** [Shayla Jackson](#)  
**To:** [Planning Email](#)  
**Subject:** RZ-21-005  
**Date:** Thursday, August 19, 2021 8:47:58 PM

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**WARNING!!** This message originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Any claims of being a County official or employee should be disregarded.

I am writing to express my strong opposition to RZ-21-005, the proposed rezoning for Sharpsburg Pike Holdings, LLC. As a resident of the Cross Creek neighborhood, I am completely opposed to the addition of multi-family housing that will cause traffic and safety problems, create even more problems with schools that are already over-capacity, destroy local wildlife habitat, and potentially lower the property values of the existing community.

Traffic and safety of pedestrians are major areas of concern. Traffic jams in this area already span the distance of Sharpsburg Pike and the Sharpsburg Pike/Col Henry K Douglas Drive intersection during rush hour.

Schools in the area are already reported at capacity, and the council should not approve multi-family dwellings that creates or exacerbates a situation that will cause school concurrency to fail for this proposal and/or other approved plans.

Wildlife has been observed in the area, and any development will destroy their habitat. Any planned development of the property should consider the continuing impact to local wildlife habitat.

Property values are likely to go down in the area if multi-family apartments or condominiums are built. Multi family dwellings are inconsistent with the neighborhoods developed in the area.

I urge you to disapprove the proposed rezoning, and from recent meetings and discussions with my neighbors, I know my opinions are shared by many who have not managed to attend meeting or write letters and emails.

Best regards,  
Shayla Jackson  
Cross Creek Resident



**From:** Pat Kay  
**To:** Planning Email  
**Subject:** Proposed Zoning-MXC-Mixed Use Residential and Commercial Sharpsburg Pike  
**Date:** Monday, August 23, 2021 8:14:59 PM

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Any claims of being a County official or employee should be disregarded.

Patricia Kay

10408 Bear Creek Drive

Hagerstown, MD 21740

8/19/2021

Washington County Planning Commission

100 West Washington Street Suite 2600

Hagerstown, MD 21740

Dear Sir/Maam:

I write this letter to express my opposition to a proposed amendment to change the present zoning of 10319 Sharpsburg Pike from HI to MXC.

I have several concerns about this proposal. My first concern is with the traffic. Traffic has increased significantly with the addition of the Walmart, Sheetz and Dunkin Donut. When the Walmart was built, for example, the residents were assured that traffic flow from Rench road would be redirected to a new road that would connect to Poffenberger Road. That has not happened and the traffic problems that occur at 4pm every workday at the intersection of Rench and Sharpsburg Pike make it almost impossible to make a left-hand turn from Rench Road onto Sharpsburg Pike. Sharpsburg Pike has not been modified to handle an increase in traffic. Even if the builder modifies the pike to add a turn lane, that does nothing to improve the traffic flow further south. The Southern part of the county is experiencing rapid residential growth. The infrastructure, however, needs to be in place before the growth arrives, before more people get here.

Secondly, I am concerned about the capacity limits of the schools that would be serving these residents. Currently, Emma K. Doub Elementary, E. Russell Hicks Middle and South Hagerstown High are all over capacity. The county has been forced to resort to the use of Portables for classrooms. If the property were to be rezoned for residential, and Sharpsburg Pike Holdings, LLC would be permitted to build the 2 apartment buildings with a total of 105 apartments and 6 townhomes, the increase in families using the schools could potentially add 250-300 students to an already overburdened system. It would not be in the best interest of the students or the teachers to make the learning environment even

more stressful by adding more students to overcrowded schools.

Thirdly, as a resident of the Cross Creek neighborhood, I am concerned about the proximity of any new housing to our neighborhood property line. The developers of our neighborhood designed walking paths that border the neighborhood rather than sidewalks that would have been within the neighborhood. The proposed apartment buildings would be feet away from the walking paths and near our homes. I have concerns about increases in foot traffic into our neighborhood, which could invite mischievousness and crime. We have seen increases in destruction of personal property and other attempted break-ins since the addition of the new Walmart. I predict that the addition of 2 multifamily structures in such proximity to our neighborhood would decrease both the quality of life and the real estate value of our homes.

I am thankful for the opportunity to express my opposition to this re-zoning petition. I respectfully ask that you strongly consider denying this petition until adequate support for the infrastructure can be attained and security concerns of the existing residents can be addressed.

Sincerely,  
Patricia Kay

Washington County Resident



## Agenda Report Form

### Open Session Item

**SUBJECT:** Utility Vehicle Purchase/Replacement

**PRESENTATION DATE:** November 30, 2021

**PRESENTATION BY:** R. David Hays - Director, Division of Emergency Services (DES)

**RECOMMENDATION:** To authorize the purchase of three (3) 2022 Chevrolet Tahoe's from Criswell Chevrolet utilizing the Baltimore County Purchasing contract #B-1560 at a cost of \$48,019.61 and approve \$16,980.39 for emergency lighting and associated equipment upgrades.

**REPORT-IN-BRIEF:** The Division of Emergency Services has diversified the deployment of most assets that are under its direction through the rollout of the Regional Firefighter Staffing Plan. In doing so, many specialized assets and services that were originally located at a single station of Frederick Street have been strategically placed in fire stations around the County.

**DISCUSSION:** The Division of Emergency Services currently has budgeted funding in FY22 CIP for one (1) Paramedic Chase vehicle which was funded with the addition of the FF/Paramedics (Captain) in the within the Hancock Fire Station. The second (2) new vehicle will replace a 2007 Tahoe that is fourteen years old and has exceeded 152,000 miles. This vehicle is funded and included as a scheduled replacement in FY 22 CIP. The third (3<sup>rd</sup>) Tahoe will be utilized by the Volunteer Coordinator who is currently utilizing the Divisions Boat Support Vehicle.

The Division does not currently have supported funding for the purchase of the Volunteer Coordinators vehicle and would require additional BOCC funding (\$65,000.00) to complete the purchase of the Volunteer Coordinator vehicle.

**FISCAL IMPACT:** \$195,000.00 (\$65,000.00 each)

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** None





## Agenda Report Form

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### Open Session Item

**SUBJECT:** Engineering/Design Contracts

**PRESENTATION DATE:** November 30, 2021

**PRESENTATION BY:** Scott Hobbs, Director, Division of Engineering

**RECOMMENDED MOTION:** Move to approve federal aid bridge design contracts for several projects included in the Capital Improvement Plan (CIP) that will exceed \$50,000.

**REPORT-IN-BRIEF:** Several bridge projects use federal funding (80% federal / 20% local), and this request will move the engineering/design forward as planned in the CIP. The County utilizes Maryland Department of Transportation State Highway Administration (MDOT SHA) open-end engineering design contracts for federal aid bridge projects. The amounts listed in the CIP are estimated and purchase orders will be set up for approved amounts as determined and coordinated with MDOT SHA for each phase of work (Preliminary Investigation; Type Size & Location; Scour/Foundation; Final Design; Plans, Specifications & Estimates).

**DISCUSSION:** Bridge Replacement/Rehabilitation projects: Halfway Boulevard Bridge over Norfolk Southern Railroad, Roxbury Road Bridge over Beaver Creek, Crystal Falls Road Bridge over Beaver Creek, Keedysville Road Bridge over Antietam Creek, and Gardenhour Road Bridge over Little Antietam Creek.

**FISCAL IMPACT:** Budgeted CIP projects.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

**AUDIO/VISUAL TO BE USED:** N/A



## Agenda Report Form

### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase INTG-21-0073 – Embankment Stabilization

**PRESENTATION DATE:** November 30, 2021

**PRESENTATION BY:** Scott Hobbs, Director, Division of Engineering

**RECOMMENDED MOTION:** Move to authorize by resolution to approve work from GeoStabilization International at the contracted unit prices as awarded by Delaware County, NY per Agreement/Proposal No. 31-18 totaling \$326,995.00 as detailed on the attached proposals.

**REPORT-IN-BRIEF:** Section 106.3 of the Public Local Laws of Washington County grants authorization for the County to procure goods or services under contracts entered in to by other government entities. On items over \$50,000, a determination to allow or participate in an intergovernmental cooperative purchasing arrangement shall be by resolution and shall indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justification for the arrangement. The County will benefit with the direct cost savings because of economies of scale this contract has leveraged. Additionally, the County will realize savings through administrative efficiencies as result of not preparing, soliciting, and evaluating a bid. Utilizing this contract and eliminating the County's bid process would result in an administrative cost savings for county departments.

**DISCUSSION:** Embankment slope instability has recently become apparent along sections of Keefer Road and Pearre Road. This is a cost-effective solution to stabilize the embankments and the purchasing arrangement provides a significant cost savings as material costs are included in the previously contracted unit prices. This work will include lane/road closures with an anticipated notice to proceed next month.

**FISCAL IMPACT:** Budgeted capital improvement plan (CIP) project (RDI024).

**CONCURRENCES:** Purchasing Department

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Contract, Proposals, Resolution

**AUDIO/VISUAL TO BE USED:** N/A

**DELAWARE COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
**PAGE AVENUE PO BOX 311**  
**DELHI, NY 13753**  
**(607) 832-5800**

**PROPOSAL NO. 31-18**  
**Slope Stabilization-Soil Nails**

Letting of May 15, 2018  
3:00 PM Prevailing Time  
County Highway Offices



## **NOTICE TO BIDDERS**

Notice is hereby given, pursuant to Section 103 of the General Municipal Law of the State of New York, that the County of Delaware will accept sealed proposals for the purchase of the following items by the said County of Delaware:

### **PROPOSAL NO. 31-18 Slope Stabilization-Soil Nails**

Proposals shall be submitted on bid forms which are available for inspection and obtainable at the Office of the County Commissioner of Public Works, Page Avenue, Delhi, New York 13753. Detailed specifications are contained in the said forms.

Proposals must be filed with Wayne D. Reynolds, Delaware County Commissioner of Public Works, Page Avenue, Delhi, New York, 13753 on or before 3:00 P.M. Prevailing Time, Tuesday, May 15, 2018 in a sealed envelope plainly marked on outside, at which time and place they will be publicly opened and read.

The successful bidder will be promptly notified and must be prepared to enter into a contract for the purchase and sale of the said item(s) or services in conformity with the information in the proposal.

The County of Delaware reserves the right to reject any or all bids submitted.

Wayne D. Reynolds  
Delaware County  
Commissioner of Public Works

DATED: May 2, 2018

## INSTRUCTIONS TO BIDDERS

Persons desiring to make a proposal shall use the accompanying proposal blanks prepared by the County Department of Public Works. The STANDARD SPECIFICATIONS, Construction and Materials manual, dated May 1, 2018 (except as modified in the itemized proposal), published by The New York State Department of Transportation are to be considered as and shall form a part of this agreement. The time for which proposals will be received will be found in the published notice calling for proposals. Any proposal received after the hour specified in the published notice shall not be accepted.

The attention of persons intending to make proposals is specifically called to the General Provisions, Section 100 of the above mentioned Department of Transportation Standard Specifications. All bidders must understand and comply with this section.

The attention of persons intending to make proposals is also called to Definitions and Terms in the General Provisions and Conditions of Contract, Section 100 of the above mentioned Department of Transportation Standard Specifications and it is understood that the following words: Commissioner, Chief Engineer, Superintendent, etc. shall mean Commissioner of Public Works; that the following words: Department and Division shall mean the County Highway Department; and that the word State shall mean the County of Delaware.

The attention of persons intending to make proposals is also called to the General Provisions, Section 106-11 of the above mentioned Department of Transportation Standard Specifications. While it is the County's goal to have the steel be manufactured in America, if the steel is not available in the required schedule, the requirement for purchase of steel made in America may be waived. To obtain the waiver, the contractor shall provide the County with written notification that the steel is not available from American sources in a time that coincides with the scheduled work. Upon receipt of that evidence, the County will issue a written waiver.

The right is reserved to waive any informalities in or reject any or all bids submitted.

No bidder may withdraw a bid within 10 days after the actual date of the opening of the bid.

Attention of bidders is particularly called to the minimum wage rates to be paid under the contract.

All bids shall be accompanied by a non-collusive certification as required by Section 103-d of the General Municipal Law, amended September 1, 1965.

Only bidders having a minimum of five (5) years of experience in this type of work will be considered. The low bidder shall be required to submit a resume of their qualifications, showing jobs of similar caliber that they has completed in the last five years.

The Contractor shall insure the County of Delaware with the same coverage and same limits as set forth for the State of New York Department of Transportation in its current Standard Specifications referenced above and shall furnish the County with certificates of insurance for the same.

The County shall be named as an additional insured on all policies.

The Bidder shall submit with the proposal proof of workers' compensation and disability coverage, or that such coverage is not required by law.

Other municipalities in Delaware County and within the State of New York may participate in this bid. This will include any contract extensions granted by Delaware County. Any services provided under this bid to municipalities other than the County of Delaware must be billed directly to the contracting municipality.

## SPECIAL NOTES

1. All addenda must be signed and accompany submitted proposals.
2. It is expected that this work will be awarded by the Board of Supervisors at their regular meeting on May 23, 2018
3. All unit bid prices will be firm until March 31, 2019.
4. The work in this proposal will be as directed by the County.
5. All applicable New York State and Federal labor laws, rules and regulations shall be adhered to.
6. This bid can be extended in one year increments at no change in bid prices upon mutual agreement of the successful Bidder and the County.
7. The successful contractor shall provide site specific project designs and drawings stamped by a New York State Licensed Professional Engineer, and five year warranty for the completed project. The cost of providing these services are incidental to the other items in this specification.
8. This project is a prevailing wage contract. The successful contractor shall pay at a minimum the prevailing wages as shown on the New York State Department of Labor's website for PRC # 2018000017. The successful contractor will be given a form to sign indicating that the County has given them a paper copy of the entire rate schedule and that the contractor certifies that they will pay the prevailing rate. This form shall be signed before any work can begin. All invoices shall be accompanied by a certified payroll. No invoices can be paid until a certified payroll for the period covering the invoice period is provided. Work done for agencies other than the County will require a separate set of wage rates specific to the contracting agency.



Name of Bidder: \_\_\_\_\_  
(Bidder to Insert Name)

ITEMIZED PROPOSAL  
PROPOSAL NO. 31-18 Slope Stabilization-Soil Nails

In submitting this bid the undersigned declares that he/she is or they are the only person or persons interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the State or County, or any person in the employ of the State or County is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares that he/she has or they have carefully examined the specifications, and that he/she is or they are personally aware of the location of the County with respect to local sources of supply, has or have satisfied himself/herself or themselves as to all the quantities and conditions, and understand that in signing this proposal he/she or they waive all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he/she is or they are to furnish and provide for the respective item bid all the necessary material, machinery, implements, tools, labor, services, etc., and to do and perform all the work necessary under the aforesaid conditions to complete the projects in accordance with these specifications, and accept the aforesaid "unit bid" prices in compensation for any additions or reductions caused by variation in quantities due to more accurate measurement, or by any changes or alterations in the work.

BIDDER'S NAME \_\_\_\_\_

**PROPOSAL NO. 31-18; Slope Stabilization-Soil Nails**

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	Unit	UNIT BID PRICE		AMOUNT BID DOLLARS
				DOLLARS		
1	10	Launched Soil Nails (up to 20 ft.)	Each	\$550		\$5,500
2	10	Up to 20 Foot Long Super Nails	Each	\$725		\$7,250
3	10	21 to 30 Foot Long Super Nails	Each	\$800		\$8,000
4	10	31 to 40 Foot Long Super Nails	Each	\$950		\$9,500
5	10	41 to 50 Foot Long Super Nails	Each	\$1,150		\$11,500
6	10	51 to 60 Foot Long Super Nails	Each	\$1,350		\$13,500
7	10	Up to 20 Foot Long Self Drilling Soil Nails/Micropiles	Each	\$800		\$8,000
8	10	21 to 30 Foot Long Self Drilling Soil Nails/Micropiles	Each	\$1,150		\$11,500
9	10	31 to 40 Foot Long Self Drilling Soil Nails/Micropiles	Each	\$1,650		\$16,500
10	10	41 to 50 Foot Long Self Drilling Soil Nails/Micropiles	Each	\$2,200		\$22,000
11	10	51 to 60 Foot Long Self Drilling Soil Nails/Micropiles	Each	\$2,750		\$27,500
12	100	Horizontal Drains	Linear Feet	\$35		\$3,500
13	2,000	Shotcrete 4 inches thick	Square Feet	\$30		\$60,000
14	2,000	Shotcrete 6 inches thick	Square Feet	\$39		\$78,000
15	2,000	Shotcrete 8 inches thick	Square Feet	\$46		\$92,000
16	20	Extra Shoulder buildout (Up to 48" wide)	Linear Feet	\$225		\$4,500
17	200	GCS Geosynthetic Fabric	Square Feet	\$0.50		\$100
18	200	GCS Wall Concrete Masonry Units	Each	\$5.50		\$1,100
19	200	GCS Wall Construction (excludes coarse aggregate)	Square Feet	\$38		\$7,600
20	2,000	Wire Mesh Surface Treatment	Square Feet	\$20		\$40,000
21	2,000	Turf Reinforcement Mat	Square Feet	\$1.50		\$3,000
22	10	Galvanized Steel Plates	Each	\$35		\$350
23	1	Mobilization	Lump Sum	\$7,500		\$7,500
			Total			\$438,400

## I: SPECIFICATIONS/CONTRACT REQUIREMENTS

Work shall consist of the Contractor stabilizing identified slides by internally reinforcing the soil mass with reinforcing elements (soil nails) utilizing installation methods as specified in this contract. The stabilization of the slide area shall be constructed from the top of the slide down. DPW will identify locations and all the work to be performed as specified herein, under the direction of DPW. The Contractor shall review all locations with a DPW representative to determine method(s) to be used prior to any work being performed.

The Contractor will provide all necessary engineering plans and details required to successfully repair slides as noted. Any necessary core drilling, rotary drilling, percussion drilling, auger drilling or driven casing required to produce the plans are the responsibility of the Contractor. These plans shall be stamped by a Registered Professional Engineer, licensed in the State of New York, who is knowledgeable in the design and implementation of slope stabilization with soil nails and related work. Changes or deviations from the approved submittals must be resubmitted for approval by the County prior to the work being performed. No adjustments in the project time will be allowed due to incomplete submittals. The plan submittal shall include at a minimum the following information:

1. A description of the soil nail construction sequence and a schedule for the proposed work.
2. A description of the length and horizontal and vertical spacing of the soil nails as well as the facing elements to be installed.
3. All necessary details to successfully construct any temporary facing and drainage system.

At the point of entry, the nail angle shall be within plus or minus 3 degrees of that shown on the approved plans. Subsidence or physical damage by such operations shall be cause for immediate cessation of operation(s) and repairs at the Contractor's expense.

The Contractor shall comply with AASHTO Specifications, or accepted industry standards for any specific items not addressed herein or elsewhere in the Contract Documents. DPW will receive, unload, and store materials shipped by the contractor, provide all traffic control, guiderail removal and reinstallation, public notification, clearing the site, site preparation including excavation and disposal, potholing (physically locating with extreme care) of any utilities located in the work zone to determine actual depths to those utilities, environmental controls, permits, and obtain access to adjacent property through Temporary Construction Easements (TCE's) as needed to successfully complete the work.

## II. MATERIAL SPECIFICATIONS

- A. Launched Soil Nails:** Furnish Launched Galvanized Soil Nails that are hollow steel tubes that have been hot dip galvanized. The soil nails shall have a minimum wall thickness of 0.120 inches and a nominal outside diameter of 1.5 inches. The strength of the tube shall be a minimum 36 ksi. Excess cutoffs from previously installed nails shall not be used.
- B. Super Nails:** Furnish Super Nails that are composed of a three stage construction including installation of an Outer Tube of 36 ksi steel that is nominally 1.5 inches in outer diameter, install neat cement grout so that the inside and outside of the Outer Tube is completely encased and immediately install a #6, epoxy coated 60 ksi reinforcing bar into the center of the outer tube.

- C. Self-Drilling Soil Nails/MicroPiles:** Furnish Self-Drilling Soil Nails/Micro Piles that are a two stage construction including installation of a Self-Drilling 36 ksi steel rod and installation of neat cement grout so that the inside and outside of the rod is completely encased.
- D. Shotcrete:** Furnish shotcrete complying with the requirements of ACI 506.2, “Specifications for Materials, Proportioning and Application of Shotcrete”, except as otherwise specified. Shotcrete will consist of applying one or more layers of concrete conveyed through a hose pneumatically and projected at a high velocity against a prepared surface.

Produce shotcrete by either a wet-mix or a dry-mix process. The wet-mix process consists of thoroughly mixing all the ingredients (except accelerating admixtures) including the mixing water and introducing the mixture into the delivery equipment and delivering it by positive displacement to the nozzle. Air jet the wet-mix shotcrete from the nozzle at high velocity onto the surface. The dry-mix process consists of producing shotcrete by delivering the dry ingredients conveyed pneumatically with the mixing water introduced at the nozzle. For additional descriptive information, refer to the American Concrete Institute ACI 506R “Guide to Shotcrete”.

Cement	AASHTO M85/ASTM C150 Type I, II, III or V
Fine Aggregate	AASHTO M6/ASTM C33 clean, natural
Coarse Aggregate	AASHTO M80, Class B for quality
Water	Clean and Potable, AASHTO M157/ASTM C94
Chemical Admixtures Accelerator	Fluid type, applied at nozzle, meeting requirements of AASHTO M194/ASTM C494/ASTM C1141
Water – reducer and superplasticizer	AASHTO M194/ASTM C494 Type A, C, D, E, F or G
Retarders	AASHTO M194/ASTM C494 Type B or D
Mineral Admixtures	
Fly Ash	AASHTO M295/ASTM C618 Type F or C, cement replacement up to 35 percent by weight of cement
Silica Fume	ASTM C1240, 90 percent minimum silicon dioxide solids content, not to exceed 12 percent by weight of cement
Welded Wire Fabric	AASHTO M55/ASTM A185 or A497
Prepackaged Shotcrete	ASTM C928

Deliver, store, and handle materials to prevent contamination, segregation, corrosion or damage. Store liquid admixtures to prevent evaporation and freezing.

Obtain DPW approval for the proposed mix design and method of placement prior to beginning shotcrete placement.



Use aggregate for shotcrete meeting the strength and durability requirements of AASHTO, as applicable, and the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
1/2"	100
3/8"	90-100
No. 4	70-85
No. 8	50-70
No. 16	35-55
No. 30	20-35
No. 50	8-20
No. 100	2-10

Proportion the shotcrete to be pump able and compatible with the pump furnished for the work, with a cementing materials content of at least 24.3 pounds per cubic foot and water/cement ratio not greater than 0.55. Do not use admixtures unless approved by the Engineer. Thoroughly mix admixtures into the shotcrete at the rate specified by the manufacturer. Use only accelerators compatible with the cement used, non-corrosive to steel, and not promoting other detrimental effects such as cracking or excessive shrinkage. The maximum allowable chloride ion content of all ingredients is 0.10% when tested to AASHTO T260.

Air entrainment is not required for temporary shotcrete construction facings but shall be used in all exposed permanent shotcrete.

Provide shotcrete with a maximum design compressive strength of 2000 psi in 3 days and 4000 psi in 28 days.

Batch aggregate and cement by weight or by volume in accordance with the requirements of ASTM C94 or AASHTO M241/ASTM C685. Use mixing equipment that thoroughly blends the materials in sufficient quantity to maintain placing continuity. Produce ready mix shotcrete complying with AASHTO M157. Batch, deliver and place shotcrete within 90 minutes of mixing. The use of retarding admixtures may extend application time beyond 90 minutes if approved by the Engineer.

Premixed and packaged shotcrete mix may be provided for on-site mixing. Premixed materials shall contain materials conforming to the Materials section of this specification. Placing time limit after mixing is per the manufacturers' recommendations.

When required to meet the existing shoulder at each limit of work for the slide, the Contractor may be required to provide a 24"- 48" Extra Shoulder Buildout which may be reinforced shotcrete capable of traffic loading. The Extra Shoulder Buildout shall be formed along the soil nail wall at the road level to regain a portion of shoulder lost in the slide or at the contractor's option, the use of plywood forming for the shotcrete wall with concrete flowable fill material used to construct the buildout between the edge of roadway and the reinforced shotcrete wall.

- E. **Horizontal Drains:** Horizontal Drains shall be plastic pipe and shall be a minimum of PVC Schedule 40. Drainage slots shall be either laser cut at the factory or made in the field by cutting the pipe with a demolition saw.

- F. **Geocomposite Drainage Strip:** Geocomposite drainage strip shall be used to eliminate water build-up behind the shotcrete wall. Use a minimum of 4-inch wide Strip Drains as required for the full width of shotcrete at a maximum of six foot centers. Strip drain shall meet the NYSDOT section 737-04 “prefabricated Composite Structural Drains” and be from one of the sources in the NYSDOT approved list of Wall Drain Systems and shall be fully encased in filter media.
- G. **GCS Geosynthetic Fabric:** Furnish the required amount of woven polypropylene sheet with a wide width tensile capacity of nominally 175 pounds per inch for Geosynthetically Confined Soil Walls. Geosynthetic fabric shall be WINFAB or approved equal.
- H. **GCS Wall Concrete Masonry Units:** Split faced block used as forming elements for the GCS Wall shall meet the requirements of ASTM C-90. The block shall have a minimum net compressive strength of 1900 psi. The block shall be new, sound, and free of cracks and other defects. The block shall be manufactured by a firm having documented experience.
- I. **Wire Mesh Surface Treatment:** A galvanized or coated Wire Mesh Surface Treatment (Pacific Mesh 3 mm or approved equal) may be used on slopes to prevent shallow sloughing of the slope to be stabilized in conjunction with the appropriate Soil Nails.
- J. **Turf Reinforcement Mat:** A Turf Reinforcement Mat (MiraMesh or approved equal) may be necessary in the design to be placed under a Wire Mesh Surface Treatment to enhance vegetative growth and prevent local erosion.
- K. **Galvanized Steel Plates:** Galvanized Steel Plates shall include bolts and be of a dimension of 8” x 8” x 3/8” and minimum 36 ksi mild steel as required by ASTM A36 or greater and hot-dipped zinc galvanized.
- L. **Extra Shoulder Buildout:** Extra Shoulder Buildout can be incorporated in the work to gain additional width where the roadway has limited shoulder due to the slide. Reinforced Shotcrete may be used where the roadway needs up to 30” of extra shoulder width. If additional width is required up to 48”, the contractor may use plywood forming for the shotcrete wall and then install flowable fill material to construct the buildout between the edge of roadway and the reinforced shotcrete wall.

### III. CONSTRUCTION DETAILS

**Delivery:** The Contractor shall provide services requested under this contract only upon receiving a notice to proceed from the County for the specific project. There shall be a 25 mile minimum per project, unless otherwise grouped with additional nearby sites as ordered and agreed upon by both DPW and the Contractor.

Response time by the Contractor shall be a maximum of 21 days to all orders placed through this contract.

- A. **Launched Soil Nails:** Furnish Launched Soil Nails, equipment, and incidentals necessary to complete the work. Install Launched Soil Nails with a single stroke at initial velocities in excess of 200 miles per hour. Installed length and spacing will be determined based upon the Engineering Plans submitted for each site. Do not leave excessive lengths of Soil Nail exposed after installation unless approved by the County. Cut off the exposed portion of installed nails to receive the plates for inclusion into shotcrete or as required for the facing shown on the plans. Properly dispose of the cut-off portions of the Soil Nails at sites obtained by the Contractor at no additional cost to the

County; do not reuse remaining lengths from cut nails for future Soil Nails. If required, backfill, riprap, seeding, etc. will be provided by the County to complete the stabilization.

- B. Super Nails:** Super Nails will be constructed by drilling a hole (diameter to be as shown on the Site Plans) to a prescribed depth at the locations shown on the plans, inserting a 1.5 inch outside diameter steel pipe (outer tube) fully encasing the inside and outside of the outer tube with grout (neat cement) and immediately inserting an epoxy coated #6 reinforcing rebar as the inner bar.
- C. Self-Drilling Soil Nails/MicroPiles:** Self-Drilling Soil Nails/MicroPiles will be installed at the locations shown on the plans, by drilling the required hole diameter to a prescribed depth utilizing a self-drilling rod full depth, filling the hole with grout (neat cement) either after the drilling is completed or as the drilling proceeds, depending on the soil conditions and the design parameters.
- D. Shotcrete:** Install shotcrete with a nominal thickness shown on the plans with either welded wire fabric or triple twisted galvanized wire mesh approximately 2" from the ground surface. The following information shall be submitted to the County for review and approval prior to the actual work:
  - 1. All nozzle-men shall be fully qualified and certified by the Contractor. Contractor shall be fully responsible for training, operation, and results of all work performed by all nozzle-men.
  - 2. Proposed methods of shotcrete placement and of controlling and maintaining facing alignment and location and shotcrete thickness.
  - 3. Shotcrete mix design performed by a Certified ACI Level II Technician including:
    - a. Type of Portland Cement
    - b. Aggregate source and gradation
    - c. Proportions of mix by weight and water-cement ratio
    - d. Proposed admixtures, manufacturer, dosage, technical literature
  - 4. Previous strength test results for the proposed shotcrete mix, completed within one year of the start of shotcrete placement, may be submitted for verification of the required compressive strengths. If the submitted test results meet the County's approval, then further testing will not be required. If results do not meet approval, then testing must take place per section 583, Shotcrete of the NYSDOT Standard Specifications.

The County will accept or reject the Contractor's submittals within 3 working days after receipt of a complete submission. Contractor shall not begin shotcrete construction or incorporate materials into the work until the submittal requirements are satisfied and accepted by the County. Changes or deviations to the accepted submittals will require resubmittal and approval. No adjustments in contract time or compensation will be allowed due to incomplete submittals.

The Contractor will ensure the minimum thickness of shotcrete is provided by field measurements during placement.

Clean the face of the excavation and other surfaces to receive shotcrete of loose materials, mud, rebound, overspray or other foreign matter that could prevent or reduce shotcrete bond. Protect adjacent surfaces from overspray during shotcrete installation. Avoid loosening, cracking, or shattering the ground during excavation and cleaning. Remove any surface material that is so loosened or damaged to a sufficient depth to provide a base that is suitable to receive the shotcrete. Remove material that loosens as the shotcrete is applied. The cost of additional shotcrete is incidental to the work. Divert water flow and remove standing water so that shotcrete placement will not be detrimentally affected by standing water. Do not place shotcrete on frozen surfaces.

Maintain a clean, dry, and oil-free supply of compressed air sufficient for maintaining adequate nozzle velocity at all times. Use equipment capable of delivering the premixed material accurately, uniformly, and continuously through the delivery hose. Control shotcrete application thickness, nozzle technique, air pressure, and rate of shotcrete placement to prevent sagging or sloughing of freshly-applied shotcrete.

Begin shotcrete work only after receiving approval of the design mix and continue if the specified strengths are obtained. Contactor is to provide all work required to obtain all appropriate strength tests results at no additional cost to the County.

Apply the shotcrete from the lower part of the area upward to prevent accumulation of rebound. Orient nozzle at a distance and approximately perpendicular to the working face so that rebound will be minimal and compaction will be maximized. Pay special attention to encapsulating reinforcement. Do not work rebound back into the construction. Where shotcrete is used to complete the top un-grouted zone of the nail drill hole near the face, position the nozzle into the mouth of the drill hole to completely fill the void.

A clearly defined pattern of continuous horizontal or vertical ridges or depressions at the reinforcing elements after they are covered with shotcrete will be considered an indication of insufficient reinforcement cover or poor nozzle techniques. In this case immediately suspend the application of shotcrete and implement corrective measures before resuming the shotcrete operations. Corrective measures shall include: adjusting the nozzle distance and orientation, increasing cover over the reinforcement, adjusting the water content of the shotcrete mix, or by other acceptable means.

Repair shotcrete surface defects as soon as possible after placement. Remove and replace shotcrete that exhibits segregation, honeycombing, lamination, voids or sand pockets. In-place shotcrete not meeting the strength requirement in the specifications will be subject to remediation. Possible remediation options include placement of additional shotcrete thickness or removal and replacement. Any shotcrete repairs or remediation will be provided by the Contractor at no additional cost to the County.

Provide a minimum reinforcement overlap at reinforcement splice joints as per industry standards. Clean and wet the surface of a joint before adjacent shotcrete is applied. Where shotcrete is used to complete the top un-grouted zone of the nail drill hole near the face, to the maximum extent practical, clean and dampen the upper grout surface to receive shotcrete, similar to a construction joint.



Contractor shall provide either an undisturbed gun finish as applied from the nozzle or a rough screeded finish.

Do not install shotcrete if the ground is frozen. Maintain cold weather protection if the temperature after placement is below 32 degrees F until the in-place compressive strength of the shotcrete is greater than 725 psi. Cold weather protection may require blankets, heating under tents, or other means acceptable to the County. Install the shotcrete mix at ambient temperatures of not less than 32 degrees F or not more than 100 degrees F.

Suspend shotcrete application during high winds and heavy rains unless suitable protective covers, enclosures, or wind breaks are installed. Remove and replace newly placed shotcrete exposed to rain that washes out cement or otherwise makes the shotcrete unacceptable. Provide a polyethylene film or equivalent to protect the work from exposure to adverse weather.

The Contractor shall be responsible for meeting all federal, state, and local safety code requirements to include OSHA and NYSDOT requirements.

- E. **Horizontal Drains:** The Contractor shall install horizontal drains at the base of the slope stabilization if required by the design. Work shall include drilling a 4 inch diameter hole horizontally from the base of the slope repair back under the road. The hole shall extend far enough to intercept subsurface drainage. Once the hole is drilled, the contractor shall insert a slotted PVC pipe. The end of the pipe that goes into the slope shall be capped with a PVC end cap. The drainage line will be placed in the bore hole tight to the end of the bore hole. The outlet end of the pipe shall extend just beyond the shotcrete surface.
- F. **Extra Shoulder Buildout:** This item will include the construction of extra thick reinforced shotcrete to buildout the shoulder to meet the lines and grades required by the County. The work will include building out the shoulder a maximum of 24" to 30" in width over the existing slope in limited areas per the design. If additional width is required up to 48", the contractor may use plywood forming for the shotcrete wall and then install flow fill material to construct the buildout between the edge of roadway and the reinforced shotcrete wall.
- G. **Geocomposite Drainage Strip:** Use a minimum of 4 inch wide Strip Drains full width of shotcrete at maximum six foot centers. Strip drain shall be fully encased in filter media. Drains shall extend beyond the face of the Shotcrete at the downhill face and the drains ends shall be open and free of shotcrete.
- H. **GCS Geosynthetic Fabric:** This item includes the placement of Geosynthetic Fabric (WINFAB or approved equal) in accordance with the GCS Wall design provided by the Contractor. The Contractor shall provide the County with the technical expertise to place the Geosynthetic Fabric and ensure that the work is done in accordance with the design and in such a way that the 5-year warranty will be honored.
- I. **GCS Wall CMU's and Construction:** The contractor shall provide technical expertise and assistance in constructing the GCS wall using split-faced concrete blocks and 8-inch lifts of granular fill. The granular fill (a 50/50 blend of NYS DOT #1 and #2 stone meeting the material requirements of section 703-02 Coarse aggregate) will be provided and placed by the County using a loader or similar piece of equipment and operator to place the fill in uniform lifts and use plate compactors to obtain the required density or orientation of particles. The Contractor shall identify

the number of employees that the County should have on site to construct the GCS Wall at least 4 days in advance of starting the wall construction.

- J. Delays:** If the Contractor is unable to deliver material(s) or provide services in accordance with this contract for a specific period of time, he shall immediately notify the County. This notification shall specify the inclusive dates and the reason for delay. Failure to comply with this provision may result in cancellation of the Contract.
- K. Mobilization/Demobilization.** Perform all work and operations necessary to load and unload equipment, move personnel, supplies, and incidentals to and from the project sited to accomplish all other miscellaneous associated work items or operations that must be performed, including cost that must be incurred, to begin work on the project and acceptable completion of construction operations on the project. If equipment can be transported under its own power to an adjacent site within a reasonable distance as agreed upon by the County and the Contractor mobilization/demobilization will not be paid by County for the second site.

## **VII EQUIPMENT AND CREW**

The equipment offered by bidders shall be suitable for the intended purpose and shall meet all New York State regulations.

All crew persons shall possess the knowledge, skills, and abilities to perform all aspects of operation of the equipment and to follow the practices and methods of roadway maintenance and construction used by Delaware County DPW. The Contractors staff shall have a supervising engineer with at least 5 years of experience in slope stabilization procedures using soil nails. The operators shall also be capable of completing of the assigned work.

Equipment operators and foreman shall have a minimum of 2 years' experience installing soil nails with the contractor's organization. Submit documentation showing that project personnel have appropriate qualifications. Changes to previously approved personnel must be approved in writing. The contractor's operators shall not create any hazardous condition with the operation of the equipment. All personnel shall at all time wear approved protective clothing, safety vests and other equipment required to meet OSHA and NYSDOT standards. They will obey all traffic and safety rules and regulations.

## **VIII SOIL NAIL SAMPLING AND TESTING**

- A.** Acceptance of the Soil Nails will be by Contractor's certification to the County stating that the material composition and installation conforms to these specifications, combined with visual inspection of the in place Soil Nails/MicroPiles and Shotcrete by the County. The County reserves the right to require testing by the Contractor. Any requested testing of the Soil Nails/MicroPiles will follow the procedures outlined below and will be paid at the unit price established in the bid document for the type of nail tested.
- B.** Equipment: A dial gauge capable of measuring to 215.4 pm (0.001 inch) shall be used to measure movement. A hydraulic jack and gauge calibrated as a unit shall be used to apply the test load. The pressure gauge shall be graduated in 690kPA (100 psi) increments or less and used to measure the applied load. The test loads shall be applied incrementally. Pullout testing: Install at least 1 nail per site (if required by the County), but no more than 3 percent of the total number of nails as non-service nails and load test to pullout failure. Pullout failure is defined as movement in excess of 1

mm (0.04inch) between the 1-minute and 10 minute reading or 2 mm (0.08 inch) per log cycle of time over a minimum load hold period of 60 minutes. The test nail(s) shall be installed and tested at a rate consistent with construction operations. The test length of nail shall be chosen to cause pullout failure prior to steel yield, but it shall not be less than 2.4 m (8 feet) or 2.1 m (7 feet) where construction boundaries shown on the contract plans do not allow 2.4 m (8 feet) nails. A minimum un-grouted zone of 3 feet in length to the face shall be provided.

Each test nail shall be installed using the same drilling method as the production soil nails and shall be grouted in place as part of a regular production grouting process. After grouting, the nail shall not be loaded for a minimum of 3 days. Reaction frames should not bear on the shotcrete face with a 3 foot radius of the center of the drilled hole.

The pullout test shall be made by incrementally loading the nail. The nail movement shall be measured and recorded to the nearest 0.001 inch with respect to the independent fixed reference point at each increment of load. The test shall be monitored with a pressure gauge. The load hold period shall start as soon as the test load is applied. Movement shall be recorded at 0, 1, 2, 3, 4, 5, 6, and 10 minutes. If the load is extended, the nail movement shall be recorded at 15, 20 30, 45, and 60 minutes. Each increment of load shall be no greater than 25 percent of the design load of the nail tested. The loading shall be terminated at failure or earlier at the option of the contractor if at least twice the design unit bond stress is demonstrated.

Acceptance criteria: The nail deemed acceptable if the unit bond stress at a failure load or test termination is equal to or greater than twice the design unit bond stress. Unacceptable test results shall result in modifications to design or construction procedures. Any modifications of design or construction procedures shall be at the Contractor's expense, and the verification testing procedure shall be repeated as required by the County. Graphs shall be plotted during the test of deflection against load.

Acceptance of shotcrete will be by visual inspection by the County.

Materials found not in compliance with the requirements of this Contract may be rejected, removed and replaced at the Contractor's expense.

## **IX MANNER OF CONDUCTING WORK AT THE JOB SITE**

All work shall be performed according to the County specifications and completed to the satisfaction of the County. The contractor shall communicate in English both verbally and in writing. The contractor shall be responsible for the behavior and conduct of his crews. The contractor shall be responsible for the providing and assuring that the crews wear appropriate work attire (long pants, polo or tee shirts with sleeves, hard hats, steel toed boots safety vest meeting ANSI Class II standards) All personnel shall at all times wear approved protective clothing, safety vests, and any other equipment required to meet OSHA and NYSDOT standards. They will obey all traffic and safety rules and regulations and shall not create any hazardous conditions within their operation.

## **X PRE-BID MEETING**

A pre-bid meeting will not be held for this solicitation however potential bidders are encouraged to present questions and obtain clarification relative to any facet of this solicitation.

## **XI TRAFFIC CONTROL**

The County will be responsible for all traffic control for services performed under this contract.

## **XII METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

**Launched Soil Nails.** The County will measure Launched Soil Nails in individual units (Each). Nails will be measured as Launched Soil Nails up to 20 feet in length. Upon receipt of Contractor invoices, the County will pay for the materials delivered, installed, and accepted at the Contractor's unit price bid per Launched Soil Nail. The County will not make payment for materials on site and not installed. Payment at the Contract unit price shall be full compensation for all design, labor, materials, equipment, and incidentals to furnish and place required nails.

**Super Nails and Self-Drilling Soil Nails/MicroPiles.** The County will measure Super Nails and Self-Drilling Soil Nails/MicroPiles in individual units (Each) for the appropriate length ranges included in the bid. Upon receipt of Contractor invoices, the County will pay for the materials delivered, installed, and accepted at the Contractor's unit price per Super Nail or Self-Drilling Soil Nails/MicroPiles. The County will not make payment for materials on site and not installed. Payment at the Contract unit price shall be full compensation for all design, labor, materials, equipment and incidentals to furnish and place the required nails.

**Shotcrete.** The County will measure Shotcrete in square feet (SF) for each thickness listed on the bid tab and in accordance with the Contractor supplied design. The area will be calculated by multiplying the length of the shotcrete times the width measured along the slope of the shotcrete. Upon receipt of Contractor invoices, the County will pay for the materials delivered, installed and accepted at the Contractor's unit price per square foot. The County will not make payment for materials on site and not installed. Payment at the Contract unit price shall be full compensation for all design, labor, materials, equipment, drains, reinforcing steel, shotcrete and incidentals to furnish and place shotcrete.

**Horizontal Drains.** Horizontal drains will be measured in linear feet (LF). Measurement will be the length of pipe that is inserted into the horizontal bore. The County will not make payment for materials on site and not installed. Payment at the Contract unit price shall be full compensation for all design, labor, materials, and equipment required to bore the hole, insert the pipe, seal the pipe at the surface and complete the work in accordance with these specifications.

**Extra Shoulder Buildout:** Extra Shoulder Buildout will be measured and paid in linear feet (LF). All costs associated with applying additional shotcrete or plywood forming and flowable fill backfill to achieve the required shoulder section will be covered under this item. Payment at the Contract unit price shall be full compensation for all design, labor, materials, equipment, drains, reinforcing steel, Sonotubes (if needed), shotcrete, flowable fill, and incidentals to furnish and place the shotcrete.

**GCS Geosynthetic Fabric:** The County will measure the woven polypropylene fabric in units of square feet (SF). Upon receipt of Contractor invoices, the County will pay for the materials delivered, installed and accepted at the Contractor's unit price per square foot. The amount bid for this item shall include all costs of supplying the material, training County personnel to properly installing the material, monitoring placement to ensure that it meets the design requirements. The County will not make payment for materials on site and not installed. Payment at the Contract unit



price shall be full compensation for all design, labor, materials, equipment, and incidentals to furnish and place the geosynthetic reinforcement.

**GCS Wall Concrete Masonry Units:** Masonry units will be measured per (Each) for every unit incorporated into the work. The price bid for each unit shall include all costs of providing the units which will be installed by the County.

**GCS Wall Construction:** If the County is unable to provide the resources to construct the GCS Wall under the direction of the Contractor, the County may opt to pay the Contractor to build the GCS Wall. The County will still provide the granular fill (50/50 blend of #1 and #2 stone), but the Contractor will place and compact the fill in 8" lifts per the design. The wall area will be the length of the wall times the width measured along the slope of the wall. Payment at the Contract unit price (SF) shall be full compensation for all design, labor, materials, equipment, and incidentals to construct the GCS Wall.

**Wire Mesh Surface Treatment:** Wire Mesh Surface Treatment will be measured per square foot (SF) of material installed in accordance with the approved project design. The County will not make payment for materials on site and not installed. Payment at the Contract unit price shall be full compensation for all design, labor, materials, equipment, and incidentals to furnish and place the Wire Mesh Surface Treatment.

**Turf Reinforcement Mat:** Turf Reinforcement Mat will be measured per square foot (SF) of material installed in accordance with the approved project design. The County will not make payment for materials on site and not installed. Payment at the Contract unit price shall be full compensation for all design, labor, materials, equipment, and incidentals to furnish and place the Turf Reinforcement Mat.

**Galvanized Steel Plates:** Galvanized Steel Plates will be measured and paid per (Each) for all materials, labor, equipment and incidentals to furnish a finished product per the specifications.

**Mobilization/Demobilization.** For each authorized project, the County will measure mobilization/demobilization as one lump sum (LS). Upon completion of all work on the project and receipt of Contractor invoices, the County will pay for Mobilization/Demobilization at the bidder's lump sum unit price. Payment at the lump sum price shall be full compensation for all materials, labor, equipment and incidentals to move personnel, equipment, supplies, and incidentals to and from the project site. If equipment can be transported under its own power from one project to an adjacent site within a reasonable distance as agreed upon by the County and the Contractor, mobilization/demobilization will not be paid by the County for the second site.

<u>Item</u>	<u>Pay Unit</u>
Launched Soil Nails (up to 20 feet)	Each
Up to 20 foot long Super Nails	Each
21 to 30 foot long Super Nails	Each
31 to 40 foot long Super Nails	Each
41 to 50 foot long Super Nails	Each
51 to 60 foot long Super Nails	Each
Up to 20 foot long Self Drilling Soil Nails/Micropiles	Each
21 to 30 foot long Self Drilling Soil Nails/Micropiles	Each
31 to 40 foot long Self Drilling Soil Nails/Micropiles	Each
41 to 50 foot long Self Drilling Soil Nails/Micropiles	Each
51 to 60 foot long Self Drilling Soil Nails/Micropiles	Each
Horizontal Drains	Linear Feet
Shotcrete 4" thick	Square Feet
Shotcrete 6" thick	Square Feet
Shotcrete 8" thick	Square Feet
Extra Shoulder buildout (Up to 48" wide)	Linear Feet
GCS Geosynthetic Fabric	Square Feet
GCS Wall Concrete Masonry Units	Each
GCS Wall Construction (excludes coarse aggregate)	Square Feet
Wire Mesh Surface Treatment	Square Feet
Turf Reinforcement Mat	Square Feet
Galvanized Steel Plates	Each
Mobilization	Lump Sum

### **XIII WARRANTY/GUARANTEES**

The contractor shall warrant that the slide correction performed will be constructed with industry standard materials and construction methods. The contractor shall warranty the work for a five year period. If at any point within the warranty period the repaired section becomes unstable, the contractor will, in a timely manner, remedy the situation with a design/construction solution at no cost to the owner. This warranty does not cover work completed by others or shallow surface erosion problems that may develop in the future. Exceptions to the warranty include catastrophic seismic, weather, or other events outside reasonable accounting in design (including earthquakes and weather events exceeding expectation for the region) or further construction by third parties that destabilizes the repair (including utility trenches dug into or through any soil nails, deep excavations in the area etc). Extreme storm water volumes may cause erosion which could undermine the repaired areas which may void this warranty. After such an event these areas should be checked for erosion.

### **XIV BASIS OF AWARD**

The Basis of award will be the responsible bidder having the lowest total cost for all the items listed in the proposal. Contractors must bid on all items listed in the proposal. The County reserves the right to change the quantities significantly from the estimated quantities based on the number of projects completed and in the best interest of the taxpayers of Delaware County or not do any work at all. The County will not renegotiate the unit prices for any reason including significant changes in the quantities from those published in this specification. The total cost will equal the unit price bid for each of the following items shall be multiplied by the estimated quantity for the following items.

NON-COLLUSIVE BIDDING CERTIFICATION

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

VENDOR \_\_\_\_\_

\* BY \_\_\_\_\_  
(Signature) (Print/Type Name Here)

TITLE \_\_\_\_\_ SEAL:

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

PHONE \_\_\_\_\_ DATED:

FAX \_\_\_\_\_

FID # \_\_\_\_\_

**\* If signed by other than a corporate officer, partner, or owner, a letter of authorization must accompany the bid with the corporate seal (if applicable).**

## **WAGE RATES**



PRC # 2018000017

Prop. 31-18 Slope Stabilization- Soil Nails

To access the wage rates hold the control key and click on the link below

<https://applications.labor.ny.gov/wpp/viewOriginalWageSchedule.do>

By signing this document and returning it with our bid proposal, we confirm that we have accessed the above link and reviewed the Prevailing Wage Rate schedule associated with the above referenced PRC #. We understand that all work performed on this project is subject to these rates and agree that compensation will be made accordingly.

Company Name:

Signed: \_\_\_\_\_

Date:

Print Name: \_\_\_\_\_

Title:



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Del County DPW

Lisa Henderson, Asst to the Commissioner  
PO Box 311  
Page Ave  
Delhi NY 13753

Schedule Year 2017 through 2018  
Date Requested 01/02/2018  
PRC# 2018000017

Location various  
Project ID# 1-18  
Project Type Various small projects throughout the 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 2017 through June 2018. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.state.ny.us](http://www.labor.state.ny.us). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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

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

## Introduction

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

## Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion [online](#).

## Hours

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

## Wages and Supplements

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

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

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

## Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least Five (5) years from the project's date of completion. [See Spota Bill Notice](#). At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

Del County DPW

Lisa Henderson, Asst to the Commissioner  
PO Box 311  
Page Ave  
Delhi NY 13753

Schedule Year 2017 through 2018  
Date Requested 01/02/2018  
PRC# 2018000017

Location various  
Project ID# 1-18  
Project Type Various small projects throughout the 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

# IMPORTANT NOTICE

FOR

## CONTRACTORS & CONTRACTING AGENCIES

### Social Security Numbers on Certified Payrolls

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

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

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



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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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

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

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

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

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

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

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

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

# **Construction Industry Fair Play Act**

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

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

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

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov).

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



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

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

The law says that you are an employee unless:

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

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

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

**Employee rights.** If you are an employee:

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

**Independent Contractors:** If you are an independent contractor:

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

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

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

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

**Employer Name:**



# WORKER NOTIFICATION

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

***Effective February 24, 2008***

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

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

# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

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

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

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

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

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

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

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

***Effective July 18, 2008***

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

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

## **Where to find OSHA 10-hour Construction Course**

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

[www.labor.state.ny.us/workerprotection/safetyhealth/DOSH\\_ONSITE\\_CONSULTATION.shtm](http://www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm)

2. OSHA Training Institute Education Centers:

### **Rochester Institute of Technology OSHA Education Center**

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: [dlwtpo@rit.edu](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

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

### **Atlantic OSHA Training Center**

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: [crooksje@umdnj.edu](mailto:crooksje@umdnj.edu)

(732) 235-9455

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

### **Atlantic OSHA Training Center**

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: [mailto:japs@buffalo.edu](mailto:mailto:japs@buffalo.edu)

(716) 829-2125

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

### **Keene State College**

Manchester, NH

Leslie Singleton

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

(800) 449-6742

[www.keene.edu/courses/print/courses\\_oshacfm](http://www.keene.edu/courses/print/courses_oshacfm)

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

[www.OutreachTrainers.org](http://www.OutreachTrainers.org)



# Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

# WICKS Reform 2008

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

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

## **IMPORTANT INFORMATION**

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

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

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

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

***AND***

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

### ***REMEMBER...***

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

Do not write in any additional Classifications or Counties.

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

# Instructions for Completing Form PW30.1

(Previously 30R)

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

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

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

### **Instructions (Type or Print legibly):**

#### Contractor Information:

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

#### Project Information:

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

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

#### Requestor Information:

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

#### Return Completed Form:

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





## Department of Labor

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

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

Before completing this form, make sure that:

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

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

#### Contractor Information

Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

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

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

#### Project Information

Project PRC#: \_\_\_\_\_ Project Name/Type: \_\_\_\_\_

Exact Location  
of Project: \_\_\_\_\_ County: \_\_\_\_\_

(If you are Subcontractor)

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

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

#### Requestor Information

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

### Job Classification Checklist

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

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

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

### Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	
Electrician	840 Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrical Lineman	1249a West	60		
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer – Building	633 bON	34		



### Job Classification Checklist

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

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

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

### Job Classification Checklist

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

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

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

### Job Classification Checklist

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

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

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

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3

Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

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



## Delaware County General Construction

### Boilermaker

01/01/2018

#### JOB DESCRIPTION Boilermaker

DISTRICT 1

#### ENTIRE COUNTIES

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

#### WAGES

Per hour

07/01/2017

Boilermaker

\$ 34.54

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeymen

\$ 24.03\*  
+ 1.24

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

#### REGISTERED APPRENTICES

Wages per hour

( 1/2 ) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th
18.11*	18.11*	18.97*	19.81*	20.65*	21.49*	22.34*	23.19*
+1.24	+1.24	+1.24	+1.24	+1.24	+1.24	+1.24	+1.24

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

1-197

### Carpenter - Building

01/01/2018

#### JOB DESCRIPTION Carpenter - Building

DISTRICT 2

#### ENTIRE COUNTIES

Chenango, Delaware, Otsego

#### WAGES

Per hour:

07/01/2017

07/01/2018

07/01/2019

07/01/2020

Additional

Additional

Additional

Carpenter	\$ 28.97	\$ 0.75	\$ 0.75	\$ 0.75
Floor Coverer	28.97	0.75	0.75	0.75
Carpet Layer	28.97	0.75	0.75	0.75
Dry-Wall	28.97	0.75	0.75	0.75
Lather	28.97	0.75	0.75	0.75
Diver-Wet Day	61.25	0.00	0.00	0.00
Diver -Dry Day	29.97	0.75	0.75	0.75
Diver Tender	29.97	0.75	0.75	0.75

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- Pile Drivers shall receive \$0.25 per hour over the journeyman's rate of pay when performing piling work.
- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work

- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive:
  - 0' to 80' no additional fee
  - 81'to 100' additional \$.50 per foot
  - 101'to 150' additional \$0.75 per foot
  - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.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:

Journeyman \$ 21.32

### OVERTIME PAY

See (B, E, \*E2, Q) 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

Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

### REGISTERED APPRENTICES

Wages per hour

#### FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016

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

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

Supplemental Benefits per hour worked plus paid holidays:

1st year term	\$ 10.97
2nd year term	10.97
3rd year term	13.57
4th year term	13.57

#### FOR APPRENTICES INDENTURED AFTER JANUARY 1, 2016

1,300 hour terms at the following percentage of Journeyman's base wage

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

Supplemental Benefits per hour worked plus paid holidays:

1st term	\$ 10.97
2nd term	10.97
3rd term	13.57
4th term	13.57
5th year	13.57

ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED (not subject to overtime premiums):

- Pile Driving apprentices shall receive \$0.25 per hour when performing piledriving work.
- Certified welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-277 CDO Bldg

## ENTIRE COUNTIES

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

## PARTIAL COUNTIES

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

## WAGES

Wages per hour:

	07/01/2017	07/01/2018
Carpenter - ONLY for		Additional
Artificial Turf/Synthetic		
Sport Surface	\$ 29.88	\$ 1.50

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

## SUPPLEMENTAL BENEFITS

Per hour worked plus paid holidays:

Journeyman	\$ 21.45
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## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

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

Notes:

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

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

## REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked plus paid holidays:

1st year term	\$ 11.00
2nd year term	11.00
3rd year term	13.60
4th year term	13.60

2-42AtSS

## Carpenter - Heavy&Highway

01/01/2018

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT** 2

## ENTIRE COUNTIES

Chenango, Delaware, Otsego

## WAGES

Per hour

	07/01/2017	07/01/2018
		Additional
Carpenter	\$ 29.88	\$ 0.78
Piledriver	29.88	0.78
Diver-Wet Day	54.88	0.78
Diver-Dry Day	30.88	0.78
Diver-Tender	30.88	0.78

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- When Millwright work is performed, the employee will receive an additional \$1.50 per hour for all hours worked on the day the millwright work was performed.

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

**ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:**

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- Depth pay for Divers based upon deepest depth on the day of the dive:
  - 0' to 50' no additional fee
  - 51'to 100' additional \$.50 per foot
  - 101'to 150' additional \$.75 per foot
  - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

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 plus paid holidays:

Journeyman \$ 22.17

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

**REGISTERED APPRENTICES**

Wages per hour

**FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016**

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

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

Supplemental Benefits per hour worked plus paid holidays:

1st year term	\$ 11.00
2nd year term	11.00
3rd year term	13.60
4th year term	13.60

**FOR APPRENTICES INDENTURED AFTER JANUARY 1, 2016**

1,300 hour terms at the following percentage of Journeyman's base wage

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

Supplemental Benefits per hour worked plus paid holidays:

1st term	\$ 11.00
2nd term	11.00
3rd term	13.60
4th term	13.60
5th term	13.60

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- When Millwright work is performed, the employee will receive an additional \$1.50 per hour for all hours worked on the day the millwright work was performed.

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

2-277 CDO HH

**Electrician**

**01/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT** 11

**ENTIRE COUNTIES**

Sullivan, Ulster

**PARTIAL COUNTIES**

Delaware: Only in the Townships of Andes, Harpersfield, Kortwright, Stamford, Bovina, Roxbury, Middletown and those portions of Colchester and Hancock south of the East Branch of the Delaware River.

Dutchess: All of the county except for the towns of Fishkill, East Fishkill, and Beacon.

Greene: That portion of the county south of a line following the south limits of the city of Catskill in a Westerly direction from the Hudson River to Highway 23A along 23A to the road following the Little Westkill and continuing along this road to Delaware County.

**WAGES**

Per hour: 07/01/2017

Electrician Wireman/Technician

Electrical/Technician Projects  
under \$ 250,000.00 \$ 38.50

Electrical/Technician Projects  
over \$ 250,000.00 \$ 42.50

**SHIFT DIFFERENTIAL:** On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am  
Electrical/Technician Projects  
under \$ 250,000.00 \$ 45.17

Electrical/Technician Projects  
over \$ 250,000.00 \$ 49.87

Shift worked between 12:30am & 8:30am  
Electrical/Technician Projects  
under \$ 250,000.00 \$ 50.61

Electrical/Technician Projects  
over \$ 250,000.00 \$ 55.86

On jobs where employees are required to work from bosun chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, gas masks or in shafts or tunnels, they shall receive an additional \$2.00 per hour above the regular straight time rate.

Journeyman Wireman when performing welding or cable splicing: \$1.00 above the Journeyman Wireman rate of pay  
Journeyman Wireman required to have a NYS Asbestos Certificate: \$1.00 above the Journeyman Wireman rate of pay  
Journeyman Wireman required to have a CDL: \$1.00 above the Journeyman Wireman rate of pay.

**SUPPLEMENTAL BENEFITS**

Per hour worked: 07/01/2017

Journeyman \$ 25.32 plus  
6% of straight or premium wage

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages: (6) 1 year terms at the following percentage of journeyman's wage.\*

1st	2nd	3rd	4th	5th	6th
30%	40%	50%	60%	70%	75%

\* Denotes average Journeyman Wireman rate of pay of all wage zones.



Supplemental Benefits per hour worked:

07/01/2017

1st term	\$ 11.42 plus 6% of straight or premium wage
2nd term	12.92 plus 6% of straight or premium wage
3rd term	14.92 plus 6% of straight or premium wage
4th term	16.92 plus 6% of straight or premium wage
5th & 6th term	19.92 plus 6% of straight or premium wage

11-363/2

## Electrician

01/01/2018

**JOB DESCRIPTION** Electrician

**DISTRICT** 2

### ENTIRE COUNTIES

Broome

### PARTIAL COUNTIES

Chenango: Entire County except the Townships of Columbus, New Berlin and Sherburne.

Delaware: Only the Townships of Davenport, Delhi, Deposit, Franklin, Hamden, Masonville, Meredith, Sidney, Tompkins and Walton Townships, and that portion of Colchester and Hancock Townships north of the east branch of the Delaware River.

Otsego: Only the Townships of Butternuts, Hartwick, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unadilla and Westford.

Tioga: Only the Townships of Berkshire, Newark Valley, Owego, Richford and Tioga.

### WAGES

Per hour:	07/01/2017	06/01/2018 Additional	06/01/2019 Additional
Electrician (base wage)	\$ 32.35	\$ 1.40	\$ 1.50
Cable Splicer	37.60	1.90	2.00

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

Additional \$ 0.50 per hour when required to work underground, such as in tunnels for roads, railroads, or water.

Additional \$ 0.50 per hour when required to work at a height of 40 feet above the ground or roof level.

### SHIFT WORK / SINGLE IRREGULAR WORK SHIFT:

When shift work or a single irregular work shift is mandated in the job specifications or by the contracting agency, the following journeyman hourly rates apply. The starting hours of a shift may be adjusted up to two (2) hours in order to meet the needs of the contracting agency.

Between the hours

of 8:00AM and 4:30PM \$ 32.35

Between the hours

of 4:30PM and 1:00AM 37.95

Between the hours

of 12:30AM and 9:00AM 42.51

### TEMPORARY HEAT:

On any job requiring temporary heat outside the regular working hours, where electrical power is used pertaining to this heat, it shall be manned on a shift work basis by an electrician at the base wage plus 25%.

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 25.80 plus  
3% of wage

### OVERTIME PAY

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

\*Double time after 8 hours on Saturday.

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, \*8, 16) on HOLIDAY PAGE

When a dated holiday falls on a Saturday it shall be celebrated on Friday. When a dated holiday falls on a Sunday, it shall be celebrated on Monday.

\*Good Friday may be celebrated the following Monday by mutual agreement of Employer and Employees.

### REGISTERED APPRENTICES

WAGES: Terms at the following percentages of Journeyman's wage.

1st	2nd	3rd	4th	5th
0-2000 Hrs	2000-3500 Hrs	3500-5000 Hrs	5000-6500 Hrs	6500-8000 Hrs
42%	48%	55%	65%	75%

**ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS** (amount subject to any overtime premiums):

Additional \$ 0.50 per hour when required to work underground, such as in tunnels for roads, railroads, or water.

Additional \$ 0.50 per hour when required to work at a height of 40 feet above the ground or roof level.

**SUPPLEMENTAL BENEFITS** per hour worked:

1st term	\$8.35 plus 3% of hourly wage
2nd term	\$21.14 plus 3% of hourly wage
3rd term	\$21.37 plus 3% of hourly wage
4th term	\$22.35 plus 3% of hourly wage
5th term	\$23.34 plus 3% of hourly wage

2-325

**Elevator Constructor**

**01/01/2018**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 6**

**ENTIRE COUNTIES**

Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

**PARTIAL COUNTIES**

Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.

Madison: Only the towns of: Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.

Oneida: Only the towns of: Camden, Florence and Vienna.

**WAGES**

Per hour: 07/01/2017

Elevator Constructor	\$ 43.79
Helper	30.65

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, except work on general repairs and modernization.

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	\$ 31.585*
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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

NOTE: When a paid holiday falls on a Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

WAGES: 850 hour terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	65%	65%	70%	70%	80%	80%

**SUPPLEMENTAL BENEFITS**

Per hour:

1st term:	None
2nd - 8th term:	Same as Journeyman.

6-62.1

**Elevator Constructor**

**01/01/2018**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT** 1

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

**PARTIAL COUNTIES**

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

**WAGES**

Per Hour	07/01/2017	01/01/2018	01/01/2019
Mechanic	\$ 55.02	+\$2.85	+\$2.94
Helper	70% of Mechanic Wage Rate		

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

07/01/2017

Journeyman/Helper

\$ 31.585\*

(\*)Plus 6% of regular hourly.

**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

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

\*No supplemental benefits

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

**Glazier**

**01/01/2018**

**JOB DESCRIPTION** Glazier

**DISTRICT** 5

**ENTIRE COUNTIES**

Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

**WAGES**

Per hour:	05/01/2017
Glazier	\$ 25.00

A premium will be paid on all swing work, outside belt work, open steel (free fall) work of twenty-five (25) feet or more above the floor or ground level. The premium rate of pay, in addition to the regular hourly rate shall be fifty (\$0.50) cents per hour. Overtime will be paid at the premium rate.

**\*\* IMPORTANT NOTICE \*\***

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

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

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 21.60

### OVERTIME PAY

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

\*Double time after 8 hours on Saturday.

\*\*Note: Emergency work on Sunday is 1 1/2 times the straight time rate.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

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 worked:

1st & 2nd terms	\$ 8.65
3rd & 4th terms	8.77
5th & 6th terms	8.91
7th & 8th terms	9.04

5-677z3

### Insulator - Heat & Frost

01/01/2018

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 1**

### ENTIRE COUNTIES

Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

### WAGES

Wages per hour	07/01/2017	05/01/2018 Additional
Asbestos Worker*	\$ 34.10	\$ 1.25
Insulator*	34.10	
Firestopping Worker*	28.99	

(\*)On Mechanical Systems only.

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 21.49

### OVERTIME PAY

See (\*B1, \*\*Q) on OVERTIME PAGE

\*B1=Double time begins after 10 hours on Saturday

\*\*Q=Triple time on Labor Day if worked.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a holiday falls on Sunday the following Monday shall be observed as the holiday.

### REGISTERED APPRENTICES

Wages per hour

one year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked:

Apprentices \$ 21.49

1-40

**Ironworker**

**01/01/2018**

**JOB DESCRIPTION** Ironworker

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otsego, Oneonta, Laurens, Millford, Maryland and Worchester.

**WAGES**

Wages 07/01/2017  
Per hour

Ornamental	\$ 30.50
Reinforcing	30.50
Rodman	30.50
Structural & Precast	30.50
Mover/Rigger	30.50
Fence Erector	30.50
Stone Derrickman	30.50
Sheeter	30.75
Curtain Wall Installer	30.50
Metal Window Installer	30.50

**SUPPLEMENTAL BENEFITS**

Per hour worked

JOURNEYMAN \$ 27.36

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

07/01/2017

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

Supplemental Benefits per hour worked

1st year	\$ 10.75
2nd year	21.28
3rd year	22.79
4th year	24.30

1-12

**Laborer - Building**

**01/01/2018**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 2**

**ENTIRE COUNTIES**

Broome

**PARTIAL COUNTIES**

Chenango: Entire County except the Townships of Sherburne, Columbus and New Berlin.



Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.  
Tioga: Entire County except the Townships of Candor and Spencer.

## WAGES

Per hour:

GROUP #1: Basic Laborer - excavation, concrete vibrator, power-driven buggy, demolition (including acetylene torch work) that is customarily done by a laborer

GROUP #2: Air Tool Operators, Mason Tenders

GROUP #3: Blaster, Rock Drill (compressor driven)

GROUP #4: Asbestos, Hazardous, Toxic Waste, Lead and Mold Remediation

	07/01/2017	07/01/2018 Additional	07/01/2019 Additional	07/01/2020 Additional
GROUP #1	\$ 23.56	\$ 0.94	\$ 1.00	\$ 1.00
GROUP #2	24.06	0.94	1.00	1.00
GROUP #3	25.06	0.94	1.00	1.00
GROUP #4	25.06	0.94	1.00	1.00

IMPORTANT NOTE: Operation of equipment (i.e. forklift, skid steer) is the work of the Operating Engineers, please see appropriate rates.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

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

## SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman: \$ 17.35

## OVERTIME PAY

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

\*If working four (4) ten (10) hour days the make up day will be on Friday.

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a Holiday falls on Sunday it shall be observed on the following Monday.

## REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour worked:

1st Term	\$ 10.50
2nd Term	11.73
3rd Term	12.95
4th Term	14.18

2-785 (7)

## Laborer - Building

01/01/2018

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 11

## ENTIRE COUNTIES

Orange, Sullivan, Ulster

## PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Davenport, Delhi, Franklin, Hamden, Harpersfield, Kortright, Meredith, Middletown, Roxbury, and Stamford.

Greene: Only the Township of Catskill.

## WAGES

GENERAL LABORER: flag person, portable generator tender, portable pump tender, temporary heat tender, chipping hammer, acoustic pump, mixer, concrete laborer, demolition, demo saw, gunite, general cleanup, landscaping, mason tender, jackhammer, pavement breaker, pressure blasting, signal person, buggies, wrecking, chain saw, cleaning machine, cutting torch, discharge pipe, mega mixer, pump crete machine.

INTERMEDIATE LABORER: excavation, grading, backfilling, tampers, walk behind roller, when OSHA or contractor requires negative respirator.

PREMIUM LABORER: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

WAGES:(per hour)

	07/01/2017	06/01/2018	06/01/2019
General	\$ 34.15	\$ 35.05	\$ 35.95
Intermediate	\$ 35.95	36.85	37.75
Premium	\$ 38.70	39.60	40.50

These rates will cover all work within five feet of the building foundation line.

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage and benefits are required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 27.40	\$ 28.45	\$ 29.45
Shift	\$ 33.53	34.76	TBA

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Double time after the eighth hour on Saturday

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

( 1 ) year terms at the following wage rates.

	07/01/2017	06/01/2018	06/01/2019
1st term	\$ 18.78	\$ 19.28	\$ 19.77
2nd term	\$ 22.19	22.78	23.37
3rd term	\$ 25.69	26.29	26.96
4th term	\$ 29.02	29.79	30.56

Supplemental Benefits per hour worked:

Apprentices	\$ 22.15	\$ 23.35	\$ 24.35
Shift	\$ 26.83	28.29	TBA

11-17.BA

#### Laborer - Heavy&Highway

01/01/2018

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 2

#### ENTIRE COUNTIES

Broome

#### PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

Tioga: Entire County except the Townships of Candor and Spencer.

#### WAGES

Per hour:

GROUP A: Drill Helper (not including machine operations on drills listed under Operating Engineers), Flagman, Outboard and Hand Boats.

GROUP B: Basic Rate, Bull Float (where used for strike off only), 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, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operators (1-1/2" & Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters (slab steel forms on highways, roads, streets & airport runways), Stone or Granite Curb Setters.

GROUP E: Hazardous Waste defined as when an employee performs hazardous waste removal, lead abatement and removal, asbestos abatement and removal work on State and/or Federally designated waste site, and were relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2017	07/01/2018 Additional
GROUP A	\$ 28.30	\$ 1.40
GROUP B	28.50	1.40
GROUP C	28.70	1.40
GROUP D	28.90	1.40
GROUP E	30.50	1.40

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$2.00 per hour.

IMPORTANT NOTE: Operation of equipment (i.e. forklift, skid steer) is the work of the Operating Engineers, please see appropriate rates.

#### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 19.41

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Saturday.

#### **REGISTERED APPRENTICES**

Wages: 1000 hour terms at the following percent of Journeyman's wage.

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

SUPPLEMENTAL BENEFITS per hour worked:

1st term	\$ 16.51
2nd term	17.24
3rd term	17.96
4th term	18.69

2-785 (7)

#### **Laborer - Heavy&Highway**

**01/01/2018**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 11

#### **ENTIRE COUNTIES**

Orange, Sullivan, Ulster

#### **PARTIAL COUNTIES**

Delaware: Only the Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith, and Davenport.

Greene: Only the Township of Catskill.

#### **WAGES**

CLASS 1: Flagperson, gateperson.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, gunnite nozzle, men on mulching & seeding machines all seeding & sod laying, landscape work, walk behind self-propelled power saws, grinder, groover, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy & pumpcrete ops. fireproof sprayer, plaster & acoustic pump, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole, catch basin or inlet installing, mortar mixer, laser men. \*Micropaving and crack sealing.

CLASS 3: Asbestos, toxic, bio remediation and phyto remediation, lead or hazardous materials abatement when certification or license is required, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power.

CLASS 4: Asphalt screedman, blaster, all laborers involved in pipejacking and boring operations not exceeding more than 10 feet into pipe, boring or drilled area.

WAGES:(per hour)

	07/01/2017	07/01/2018	07/01/2019
CLASS 1	\$ 32.15	\$ 33.15	\$ 34.15
CLASS 2	\$ 36.90	37.90	38.90
CLASS 3	\$ 41.15	42.15	43.15
CLASS 4	\$ 45.50	46.75	48.00

\*NOTE: Micropaving and crack sealing laborers shall receive \$2.50 per hour over the CLASS 2 rate.

SHIFT DIFFERENTIAL: On all NYS D.O.T. or other Governmental mandated irregular or off shift work, an additional 15% of wage on straight time pay.

#### SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 27.10	\$ 28.10	\$ 29.10
Shift	\$ 27.62	31.89	TBA

#### OVERTIME PAY

See (B, E, P, \*S) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE  
Overtime: See (\*1) on HOLIDAY PAGE

\*Note: If Saturday Holiday is worked code S applies.

#### REGISTERED APPRENTICES

(1)year 1000 hour terms at the following wage rates.

1st term	\$ 18.78	\$ 19.28	\$ 19.77
2nd term	\$ 22.19	22.78	23.37
3rd term	\$ 25.69	26.29	26.96
4th term	\$ 29.02	29.79	30.56

Supplemental Benefits per hour paid:

Apprentices	\$ 21.85	\$ 23.05	\$ 24.05
Shift	\$ 24.66	26.01	TBA

11-17.1H/H

#### Laborer - Tunnel

01/01/2018

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 11

#### ENTIRE COUNTIES

Dutchess, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

#### PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Columbia: Townships of Ancram, Claverack, Claremont, Copake, Galatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

Greene: Township of Catskill

#### WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

WAGES: (per hour)

	07/01/2017	07/01/2018
Class 1	\$46.80	\$ 48.05

Class 2	\$48.85	\$ 50.20
Class 4	\$55.05	\$ 56.60

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT DIFFERENTIAL: 2nd and 3rd shift or an irregular shift shall be paid at time and one half the regular rate Monday through Friday.  
Saturday shall be paid at 1.65 times the regular rate.  
Sunday shall be paid at 2.15 times the regular rate.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 28.40 on straight hours	\$ 29.75 on straight hours
	* \$ 42.48	* \$ 44.62

\*on shift work, overtime, irregular work, Saturday, Sunday and Holiday hours.

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 15, \*16, 25) on HOLIDAY PAGE

\* Double rate and benefits if worked

11-17/235Tun

#### Laborer - Tunnel

01/01/2018

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 2**

#### ENTIRE COUNTIES

Broome

#### PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus, and New Berlin.  
Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.  
Tioga: Entire County except the Townships of Candor and Spencer.

#### WAGES

Per hour:

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, All Shaft work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Man, Shield Driven Tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Blaster

GROUP D: Hazardous waste removal work on a State and/or Federally designated waste site where relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2017	07/01/2018 Additional
Group A	\$ 31.48	\$ 1.40
Group B	31.68	1.40
Group C	32.98	1.40
Group D	33.68	1.40

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 19.41

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday.



## REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percent of Group B wage

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

SUPPLEMENTAL BENEFITS per hour worked:

1st Term	\$ 5.63
2nd Term	5.63
3rd Term	12.14
4th Term	19.41

2-785T (BCDT)

### Lineman Electrician

01/01/2018

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT** 6

#### ENTIRE COUNTIES

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

#### WAGES

Per hour:

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

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

	07/01/2017	05/07/2018	05/06/2019	05/04/2020
Lineman, Technician	\$ 49.20	\$ 50.60	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	49.20	50.60	52.05	53.50
Welder, Cable Splicer	49.20	50.60	52.05	53.50
Digging Mach. Operator	44.28	45.54	46.85	48.15
Tractor Trailer Driver	41.82	43.01	44.24	45.48
Groundman, Truck Driver	39.36	40.48	41.64	42.80
Equipment Mechanic	39.36	40.48	41.64	42.80
Flagman	29.52	30.36	31.23	32.10

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

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

Lineman, Technician	\$ 49.20	\$ 50.60	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	49.20	50.60	52.05	53.50
Cable Splicer	54.12	55.66	57.26	58.85
Certified Welder - Pipe Type Cable	51.66	53.13	54.65	56.18
Digging Mach. Operator	44.28	45.54	46.85	48.15
Tractor Trailer Driver	41.82	43.01	44.24	45.48
Groundman, Truck Driver	39.36	40.48	41.64	42.80
Equipment Mechanic	39.36	40.48	41.64	42.80
Flagman	29.52	30.36	31.23	32.10

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

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

Lineman, Tech, Welder	\$ 50.52	\$ 51.92	\$ 53.37	\$ 54.82
Crane, Crawler Backhoe	50.52	51.92	53.37	54.82
Cable Splicer	55.57	57.11	58.71	60.30
Certified Welder - Pipe Type Cable	53.05	54.52	56.04	57.56

Digging Mach. Operator	45.47	46.73	48.03	49.34
Tractor Trailer Driver	42.94	44.13	45.36	46.60
Groundman, Truck Driver	40.42	41.54	42.70	43.86
Equipment Mechanic	40.42	41.54	42.70	43.86
Flagman	30.31	31.15	32.02	32.89

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

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

Lineman, Tech, Welder	\$ 51.71	\$ 53.11	\$ 54.56	\$ 56.01
Crane, Crawler Backhoe	51.71	53.11	54.56	56.01
Cable Splicer	51.71	53.11	54.56	56.01
Digging Mach. Operator	46.54	47.80	49.10	50.41
Tractor Trailer Driver	43.95	45.14	46.38	47.61
Groundman, Truck Driver	41.37	42.49	43.65	44.81
Equipment Mechanic	41.37	42.49	43.65	44.81
Flagman	31.03	31.87	32.74	33.61

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

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

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

**\*\* IMPORTANT NOTICE \*\***

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

\*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

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

**SUPPLEMENTAL BENEFITS**

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

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

Journeyman	\$ 22.65	\$ 23.40	\$ 24.15	\$ 24.90
	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage

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

**OVERTIME PAY**

See (B, E, Q,) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

**Lineman Electrician - Teledata**

**01/01/2018**

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

FOR OUTSIDE WORK.

07/01/2017

Cable Splicer	\$ 30.90
Installer, Repairman	29.33
Teledata Lineman	29.33
Technician, Equipment Operator	29.33
Groundman	15.56

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 4.43
	*plus 3% of wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

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

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting**

**01/01/2018**

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

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

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

A flagger's duties shall consist of traffic control only.

(Ref #14.01.01)

Per hour:

	07/01/2017	05/07/2018	05/06/2019	05/04/2020
Lineman, Technician	\$ 42.65	\$ 43.80	\$ 45.00	\$ 46.20
Crane, Crawler Backhoe	42.65	43.80	45.00	46.20
Certified Welder	44.78	45.99	47.25	48.51
Digging Machine	38.39	39.42	40.50	41.58
Tractor Trailer Driver	36.25	37.23	38.25	39.27
Groundman, Truck Driver	34.12	35.04	36.00	36.96
Equipment Mechanic	34.12	35.04	36.00	36.96
Flagman	25.59	26.28	27.00	27.72

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

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

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

**\*\* IMPORTANT NOTICE \*\***

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

\*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

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

**SUPPLEMENTAL BENEFITS**

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

Journeyman	\$ 22.65	\$ 23.40	\$ 24.15	\$ 24.90
	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage

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

Supplements paid at STRAIGHT TIME rate for holidays.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

WAGES: Per hour. 1000 hour terms.

	07/01/2017	05/07/2018	05/06/2019	05/04/2020
1st term	\$ 25.59	\$ 26.28	\$ 27.00	\$ 27.72

2nd term	27.72	28.47	29.25	30.03
3rd term	29.86	30.66	31.50	32.34
4th term	31.99	32.85	33.75	34.65
5th term	34.12	35.04	36.00	36.96
6th term	36.25	37.23	38.25	39.27
7th term	38.39	39.42	40.50	41.58

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

## Lineman Electrician - Tree Trimmer

01/01/2018

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT** 6

### ENTIRE COUNTIES

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

### WAGES

Per hour:

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

07/01/2017

Tree Trimmer	\$ 23.95
Equipment Operator	21.13
Equipment Mechanic	21.13
Truck Driver	17.52
Groundman	14.36
Flag person	10.23

### SUPPLEMENTAL BENEFITS

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

Journeyman	\$ 9.98
	*plus 3% of hourly wage

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

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

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

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

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

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

6-1249TT

## Mason - Building

01/01/2018

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 5

### ENTIRE COUNTIES

Broome, Chenango, Delaware, Otsego, Tioga

### WAGES

Per hour:	07/01/2017	07/01/2018	07/01/2019
Building:	Additional	Additional	
Bricklayer, Cement	\$ 29.87	\$ .90	\$ .95
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 worked:

Journeyman \$ 20.98

#### **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
55%	70%	80%	90%

Supplemental benefits per hour worked:

All terms \$20.98

5-3B - Bing - Z2

#### **Mason - Heavy&Highway**

01/01/2018

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 5

#### **ENTIRE COUNTIES**

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

#### **WAGES**

Per hour: 07/01/2017

Heavy & Highway:

Cement Mason	\$30.58
Bricklayer	30.58

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

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

#### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 21.08

#### **OVERTIME PAY**

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

#### **HOLIDAY**

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

#### **REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental benefits per hour worked:

1st term \$ 13.58  
2nd - 4th term 21.08

5-3h

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**Mason - Tile Finisher****01/01/2018**

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**JOB DESCRIPTION** Mason - Tile Finisher**DISTRICT 5****ENTIRE COUNTIES**

Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

**PARTIAL COUNTIES**

Allegany: Towns of Alfred, Almond, Andover and Burns.

**WAGES**

Wages

Per hour:	07/01/2017	07/01/2018	07/01/2019
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Building:		Additional	Additional
Marble, Slate, Terrazzo and Tile Setter	\$ 26.44	\$ .90	\$ .95

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 16.72

**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
\$14.54	\$15.86	\$21.15

Supplemental benefits per hour worked:

1st	2nd	3rd
\$ 11.02	\$ 11.09	\$ 14.84

5-3TF - Z4

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**Mason - Tile Setter****01/01/2018**

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**JOB DESCRIPTION** Mason - Tile Setter**DISTRICT 5****ENTIRE COUNTIES**

Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

**PARTIAL COUNTIES**

Allegany: Towns of Alfred, Almond, Andover and Burns.

**WAGES**

Wages

Per Hour:	07/01/2017	07/01/2018	07/01/2019
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Building:		Additional	Additional
Marble, Slate, Terrazzo and Tile Setter	\$ 29.22	\$ .90	\$ .95

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

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

#### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 19.28

#### **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
\$16.07	\$20.45	\$23.38	\$26.30

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$ 11.53	\$ 11.66	\$ 19.10	\$ 19.19

5-3TS - Z4

#### **Millwright - Building**

**01/01/2018**

**JOB DESCRIPTION** Millwright - Building

**DISTRICT 2**

#### **ENTIRE COUNTIES**

Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

#### **WAGES**

Per hour: 07/01/2017

Millwright\* \$ 31.09

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

- Certified Welders shall receive \$1.25 per hour in addition to the current Millwright's rate provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.25 premium per hour.
- An employee performing the work of a machinist shall receive \$1.25 per hour in addition to the current Millwright's rate. 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.

\*Regarding treatment plants water or sewer, the Millwright Building rate is applicable for millwrights only performing maintenance and upkeep of existing equipment. For new work at treatment plants water or sewer, refer to the Heavy Highway Millwright rates listed under Carpenter Heavy Highway.

#### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 22.30

#### **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 Saturday shall be observed the preceding Friday.

#### **REGISTERED APPRENTICES**

Wages per hour:

(1)year terms at the following percentage of journeyman's rate.

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

Supplemental Benefits per hours worked:

Apprentices:

1st term	\$ 10.40
2nd term	18.73
3rd term	19.92
4th term	21.11

2-1163.1

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**Operating Engineer - Building / Heavy&Highway**

**01/01/2018**

**JOB DESCRIPTION** Operating Engineer - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Delaware, Orange, Rockland, Sullivan, Ulster

**WAGES**

CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.

CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.

CLASS A3: Cranes, Derricks and Pile Drivers less than 100 tons with a 140ft boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a boom under 100ft.

CLASS A1: Cranes, Derricks and Piler Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft. 1Autograde-Comb. Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types), Autograde Placer-Trimmer-Spreader Comb. (CMI & Similar types), Autograde Slipform Paver (CMI & Similar Types), Backhoe, Central Power Plants (all types), Chief of Party, Concrete Paving Machines, Cranes (all types, incl. Overhead & Straddle Traveling Type), Cranes-Gantry, Derricks (Land or Floating), Drillmaster, Quartermaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill, Draglines, Elevator Graders, Excavator, Front End Loaders (5 yds. and over), Gradalls, Grader-Rago, Helicopters (Co-Pilot), Helicopters (Communications Engineer), Locomotive (Large), Mucking Machines, Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram, Piledriver (length of boom including lead length shall determine premium rate applicable), Roadway Surface Grinder, Prentice Truck, Scooper (Loader and Shovel), Shovels, Tree Chopper with Boom and Trench Machines Tunnel Boring Machine, Vacuum Truck.

CLASS B: "A" Frame, Backhoe (Combination), Boom Attachment on Loaders (Rate based on size Bucket-not applicable to pipehook), Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder, Bulldozer(Fine Grade), Cableways, Carryalls, Concrete Pump, Concrete Pumping System, Pump Concrete and Similar Types, Conveyors (125 ft. and over), Drill Doctor (duties incl. Dust Collector Maintenance), Front End Loaders (2 yds. but less than 5 yds.), Graders (all), Groove Cutting Machine (Ride on Type), Heater Planer, Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type), Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist," Hoists (Chicago Boom Type), Hydraulic Cranes-10 tons and under, Hydraulic Dredge, Hydro-Axe, Hydro Blaster, Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type), Log Skidder, Pans, Pavers (all) concrete, Pumpcrete Machines, Squeeze-crete & Concrete Pumping (regardless of size), Scrapers, Side Booms, "Straddle"Carrier-Ross and similar types, Winch Trucks (Hoisting), Whip Hammer.

CLASS C: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreaders, Autograde Tube Finisher and Texturing Machine (CMI & Similar types), Autograde Curecrete Machine (CMI & Similar Types), Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types), Bar Bending Machines(Power),Batchers, Batching Plant and Crusher on Site, Belt Conveyor Systems, Boom Type Skimmer Machines, Bridge Deck Finisher, Bulldozer(except fine grade), Car Dumpers (Railroad), Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instacrete, or Similar Type Materials), Compressors (2 or 3 in Battery), Concrete Breaking Machines, Concrete Finishing Machines,Concrete cleaning decontamination machine operator, Concrete Saws and Cutters (Ride-on type) Concrete Spreaders (Hetzl, Rexomatic and Similar Types), Concrete Vibrators, Conveyors (under 125 feet), Crushing Machines,Directional Boring Machines, Ditching Machine-small (Ditch-witch, Vermeer, or Similar type), Dope Pots (Mechanical with or without pump), Dumpsters, Elevator, Fireman, Fork Lifts (Economobile, Lull and Similar Types of Equipment), Front End Loaders (1 yd.and over but under 2 yds.), Generators (2 or 3 in Battery), Giraffe Grinders, Gunnite Machines (excluding nozzle), Hammer Vibrator (in conjunction with Generator), Heavy Equipment Robotics Operator Technician, Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars), Hoppers, Hopper Doors (power operated), Hydro Blaster, Hydraulic Jacking Trailer, Ladders (motorized), Laddervator, Locomotive-dinky type, Maintenance -Utility Man, Master Environmental Maintenance Technician, Mechanics, Mixers (Excepting Paving Mixers), Pavement Breakers (small self propelled ride on type-also maintains compressor hydraulic unit), Pavement Breaker-truck mounted, Pipe Bending Machine (Power), Pitch Pump, Plaster Pump (regardless of size), Post Hole Digger (Post Pounder & Auger), Rod Bending Machines (Power), Roller-Black Top, Scales (Power), Seaman pulverizing mixer, Shoulder widener, Silos, Skidsteer (all attachments), Skimmer Machines (boom-type),Steel Cutting Machine (service & maintain), Tam Rock Drill, Tractor, Tug Captain,Power Boats, Tug Master (powerboats), Ultra High Pressure Waterjet Cutting Tool System,operator/maintenance technician, Vacuum Blasting Machine, Vibrating Plants (used inconjunction with unloading), Welder and Repair Mechanics.

CLASS D: Brooms and Sweepers, Chippers, Compressor (single), Concrete Spreaders (small type), Conveyor Loaders (not including Elevator Graders), Engines-large diesel (1620 HP) and Staging Pump, Farm Tractors, Fertilizing Equipment (Operation & Maint. of), Fine Grade Machine (small type), Form Line Graders (small type), Front End Loader (under 1 yard), Generator (single), Grease, Gas, Fuel and Oil supply trucks, Heaters (Nelson or other type incl. Propane, Natural Gas or Flowtype Units), Lights, Portable Generating Light Plants, Mixers (Concrete, small), Mulching Equipment (Operation and Maintenance of), Pumps (4 inch.suction & over incl. submersible pumps), Pumps (2 inch or less than four (4) inches such incl. submersible pumps), Pumps (Diesel Engine and Hydraulic-immaterial of power, Road Finishing Machines (small type), Rollers-grade, fill or stone base, Seeding Equip. (Operation and Maintenance of), Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite), Steam Jennies and Boilers-irrespective of use, Stone Spreader, Tamping Machines Machines, Vibrating Ride-on, Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units), Water & Sprinkler Trucks (used on or in conjunction with jobsite), Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery), Wellpoint Systems (including installation by Bull Gang and Maintenance of).

CLASS E: Assistant Engineer/Oiler, Maintenance Apprentice (Deck Hand), Maintenance Apprentice (Oiler), Mechanics"" Helper, Tire Repair and Maintenance, Transit/Instrument Man.

WAGES:(per hour)

	07/01/2017	01/01/2018
Class A5	\$ 57.07	\$ 57.07
Class A4	56.07	56.07
Class A3	52.57	52.57
Class A2	55.07	55.07
Class A1	52.57	52.57
Class A	50.57	50.57
Class B	48.98	48.98
Class C	47.07	47.07
Class D	45.44	45.44
Class E	43.73	43.73
Helicopter:		
Pilot/Engineer	52.39	52.39
Lead/Safety Engineer	51.31	51.31
Surveying:		
Chief of Party	50.57	50.57
Transit/Instrument Man	43.73	43.73
Rod/Chainman	41.15	41.15

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

Additional 20% per hour for DEC or EPA certified toxic or hazardous waste work.

**SUPPLEMENTAL BENEFITS**

Per hour paid:



Journeyman \$ 30.70 \$ 31.70

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (5, 6, 10, 15) on HOLIDAY PAGE  
Overtime: See (5, 6, 10, 15) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

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

Supplemental Benefits per hour paid:

Apprentices \$ 30.70 \$ 31.70

11-825

#### Operating Engineer - Steel Erectors

01/01/2018

**JOB DESCRIPTION** Operating Engineer - Steel Erectors

**DISTRICT** 11

#### ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

#### WAGES

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a 140 ft. boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with up to a 139 ft. boom and under.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 140 ft. boom and over.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with up to a 139 ft. boom and under, Vacuum Truck.

CLASS B: "A" Frame, Cherry Pickers(10 tons and under), Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type), Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type), Side Booms, Straddle Carrier.

CLASS C: Aerial Platform used as Hoist, Compressors (2 or 3 in Battery), Concrete cleaning/ decontamination machine operator, Directional Boring Machines, Elevator or House Cars,Conveyers and Tugger Hoists, Fireman, Fork Lifts, Generators (2 or 3 in Battery),Heavy Equipment Robotics Operator/Technician, Master Environmental Maintenance Technician, Maintenance -Utility Man, Rod Bending Machines (Power),Captain(powerboat), Tug Master, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine, Welding Machines(gas or electric,2 or 3 in battery, including diesels), Transfer Machine, Apprentice Engineer/Oiler with either one compressor or one welding machine when used for decontamination and remediation.

CLASS D: Compressor (single), Welding Machines (Gas, Diesel, and/or Electric Converters of any type), Welding System Multiple (Rectifier Transformer type).

CLASS E: Assistant Engineer/Oiler, Maintenance Apprentice (Deck Hand), Maintenance Apprentice (Oiler), Mechanics" Helper, Transit/Instrument Man.

WAGES:(per hour)

	07/01/2017	01/01/2018
Class A3	\$ 59.09	\$ 59.09
Class A2	57.43	57.43
Class A1	54.59	54.59
Class A	52.93	52.93
Class B	50.14	50.14
Class C	47.48	47.48
Class D	45.95	45.95
Class E	44.19	44.19
Helicopter:		
Pilot/Engineer	54.20	54.20

Lead/Safety Engineer	51.76	51.76
Surveying:		
Chief of Party	50.90	50.90
Transit/Instrument man	44.19	44.19
Rod/Chainman	41.15	41.15

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

Additional 20% per hour for DEC or EPA certified toxic or hazardous waste work.

#### SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 30.70	\$ 31.70
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SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (5, 6, 10, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 15) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

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

Supplemental Benefits per hour paid:

Apprentices	\$ 30.70	\$ 31.70
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11-825SE

#### Painter

01/01/2018

#### JOB DESCRIPTION Painter

#### DISTRICT 2

#### ENTIRE COUNTIES

Delaware, Otsego

#### WAGES

Per hour:

	07/01/2017	05/01/2018	05/01/2019
		Additional	Additional
Journeyman Taper/Painter	\$ 25.90	\$ 0.95	\$ 0.95

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional \$ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Paperhangers, Vinyl hangers, Power grinders with respirator
- Additional \$0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.00 per hour for Spray Painting
- Additional \$ 1.00 per hour for Steeple Jack (Over 100 feet)
- Additional \$ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional \$ 0.90 per hour for Sandblasting

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES & TANKS

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

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

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

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 18.83
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## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

A Holiday that falls on a Sunday will be celebrated on Monday, a holiday that falls on a Saturday will be celebrated on Friday.

## REGISTERED APPRENTICES

WAGES: 750 hour terms at the following percentage of Journeyman Taper/Painter:

1A	1B	2A	2B	3A	3B	4A	4B
50%	55%	60%	65%	70%	75%	80%	90%

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional \$ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Paperhangers, Vinyl hangers, Power grinders with respirator
- Additional \$0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.00 per hour for Spray Painting
- Additional \$ 1.00 per hour for Steeple Jack (Over 100 feet)
- Additional \$ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional \$ 0.90 per hour for Sandblasting

SUPPLEMENTAL BENEFITS per hour worked for all apprentices:

Terms 1A, 1B, 2A, 2B	\$ 5.36
Terms 3A, 3B	6.42
Terms 4A, 4B	7.67

2-178 O

## Painter

01/01/2018

## JOB DESCRIPTION Painter

## DISTRICT 3

### ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

### WAGES

Per hour:	07/01/2017	05/01/2018 Additional	05/01/2019 Additional
Bridge*	\$ 38.00	\$ 1.25	\$ 1.05
Tunnel*	38.00	1.25	1.05
Tank*	36.00	1.25	1.05

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

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

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

### SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 26.90

### OVERTIME PAY

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

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

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits per hour worked:

1st & 2nd terms	\$ 5.35
3rd & 4th terms	5.35
5th & 6th terms	6.35

3-4-Bridge, Tunnel, Tank

## Painter - Metal Polisher

01/01/2018

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT** 8

### ENTIRE COUNTIES

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

### WAGES

	07/01/2017	06/01/2018
Metal Polisher	\$ 29.73	\$ 30.58
Metal Polisher**	30.68	31.53
Metal Polisher***	33.23	34.08

\*\*Note: Applies on New Construction & complete renovation

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

### SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2017	06/01/2018
Journeyworker:		
All classification	\$ 7.55	\$ 7.65

### OVERTIME PAY

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

### HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2017	06/01/2018
1st year	\$ 12.14	\$ 14.25
2nd year	13.44	15.50
3rd year	16.29	18.25

Supplementals benefits:

Per hour paid:

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

8-8A/28A-MP

## Plumber

01/01/2018

**JOB DESCRIPTION** Plumber

**DISTRICT** 2

### ENTIRE COUNTIES

Broome, Chenango

### PARTIAL COUNTIES

Cortland: Only the Township of Marathon.

Delaware: Only the Townships of Andes, Bovina, Colchester, Davenport, Delhi, Deposit, Franklin, Hamden, Hancock, Harpersfield, Kortright, Masonville, Meredith, Sidney, Stamford, Tompkins and Walton.

Madison: Only the Township of Georgetown.

Otsego: Only the Townships of Burlington, Butternuts, Decatur, Edmeston, Hartwick, Laurens, Maryland, Milford, Morris, New Lisbon, Oneonta, Otego, Pittsfield, Unadilla, Westford and Worchester.

Tioga: Only the Townships of Newark Valley and Owego.

### WAGES

Per hour: 07/01/2017

Plumber \$ 33.98

Steamfitter 33.98

Agency-mandated shift operations:

1. Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.

2. 3 consecutive work days or more:

First Shift - No Premium

Second shift - Regular hourly rate plus 12%

Third shift - Regular hourly rate plus 18%

### SUPPLEMENTAL BENEFITS

Journeyman \$ 26.09

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a Holiday falls on Sunday, it will be celebrated the following day. If the holiday falls on a Saturday, it will be observed that day unless so determined by the Federal Government to be celebrated on a different day.

### REGISTERED APPRENTICES

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

1st.	2nd.	3rd.	4th.	5th.
40%	50%	60%	70%	85%

SUPPLEMENTAL BENEFITS per hour worked:

All terms: \$ 22.09

2-112s-SF

### Plumber

01/01/2018

**JOB DESCRIPTION** Plumber

**DISTRICT** 8

### ENTIRE COUNTIES

Dutchess

### PARTIAL COUNTIES

Delaware: Only the Townships of Middletown and Roxbury.

Ulster: Entire county (including Walkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

### WAGES

Per hour: 07/01/2017

Plumber &  
Steamfitter \$ 49.84

### SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

### SUPPLEMENTAL BENEFITS

Per hour:



Journeyworker: \$ 30.04 per hour paid  
+ \$ 2.73 per hour worked

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

(1)year terms at the following rates:

07/01/2017

1st year	\$ 18.90
2nd year	26.24
3rd year	30.45
4th year	36.60
5th year	42.26

Supplemental Benefits per hour:

1st year	\$ 12.90 per hour paid + \$ 1.16 per hour worked
2nd year	\$ 16.51 per hour paid + \$ 1.30 per hour worked
3rd year	\$ 19.08 per hour paid + \$ 1.60 per hour worked
4th year	\$ 21.41 per hour paid + \$ 2.36 per hour worked
5th year	\$ 23.67 per hour paid + \$ 2.36 per hour worked

8-21.2-SF

**Plumber - HVAC / Service**

**01/01/2018**

**JOB DESCRIPTION** Plumber - HVAC / Service

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour: 07/01/2017

HVAC Service \$ 41.50

**SUPPLEMENTAL BENEFITS**

Per hour worked:

07/01/2017

Journeyworker HVAC Service

\$ 21.54

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

HVAC SERVICE

(1)year terms at the following wages:

	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
07/01/2017	\$ 19.37	\$ 22.69	\$ 28.31	\$ 34.63	\$37.30

Supplemental Benefits per hour worked:

Apprentices 07/01/2017

1st term	\$ 17.33
2nd term	\$ 18.04
3rd term	\$ 18.90
4th term	\$ 19.99
5th term	\$ 20.80

8-21.1&2-SF/Re/AC

<b>Roofer</b>	<b>01/01/2018</b>
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**JOB DESCRIPTION** Roofer

**DISTRICT** 2

**ENTIRE COUNTIES**

Broome, Chemung, Chenango, Delaware, Otsego, Schoharie, Schuyler, Steuben, Tioga, Tompkins

**WAGES**

Per hour:	07/01/2017	06/01/2018	06/01/2019
		Additional	Additional
Roofer, Waterproofer	\$ 25.79	\$ 0.80	\$ 0.80

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of \$0.75 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 15.10

**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: Six month terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.
60%	65%	70%	75%	80%	90%

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of \$0.75 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 12.25
2nd term	12.61
3rd term	12.96
4th term	13.32
5th term	13.68
6th term	14.39

2-203elmi

<b>Sheetmetal Worker</b>	<b>01/01/2018</b>
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**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 2

## ENTIRE COUNTIES

Allegany, Broome, Chemung, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

## WAGES

Per hour:

	07/01/2017
Sheetmetal Worker	\$ 27.72
Polyresin Fiberglass	27.82

## SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman:	\$ 18.93
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## OVERTIME PAY

See (\*B1, Q) on OVERTIME PAGE

\*On Saturday, time and one half of the hourly rate for the first ten (10) hours, then two (2) times the hourly wage rate for all hours after ten (10) hours worked.

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Holidays are observed on the Holiday, not on the day that it is locally observed.

## REGISTERED APPRENTICES

WAGES per hour:

Half Year Terms

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2017	13.91	13.11	14.53	15.94	17.32	18.76	20.17	22.97

SUPPLEMENTAL BENEFITS per hour worked:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2017	1.38	10.73	16.35	16.43	16.50	16.57	16.64	16.79
								2-112

## Sprinkler Fitter

01/01/2018

## JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

## ENTIRE COUNTIES

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

## WAGES

Per hour	07/01/2017	01/01/2018	04/01/2018
Sprinkler	\$ 33.76	33.76	34.91
Fitter			

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 22.14	22.84	23.14
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## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

## REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED ON OR AFTER 04/01/2010:

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.73	\$ 8.77	\$ 16.34	\$ 16.38	\$ 16.93	\$ 16.97	\$ 17.02	\$ 17.06	\$ 17.11	\$ 17.15

For Apprentices HIRED ON OR AFTER 04/01/2013:

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.07	\$ 8.07	\$ 16.24	\$ 16.24	\$ 16.49	\$ 16.49	\$ 16.49	\$ 16.49	\$ 16.49	\$ 16.49

1-669

<b>Teamster - Building / Heavy&amp;Highway</b>	<b>01/01/2018</b>
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**JOB DESCRIPTION** Teamster - Building / Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

Broome, Delaware

**PARTIAL COUNTIES**

Chenango: Only the Townships of Smithville, Greene, Coventry, Oxford, Afton, Bainbridge and Guilford.

Otsego: Only the Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otsego, Unadilla and Worcester.

Tioga: Only the Townships of Nichols, Tioga, Candor, Richford, Berkshire, Newark Valley and Owego.

**WAGES**

Per hour:

GROUP #1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanic Helpers and Parts Chasers, Tandems and Batch Trucks, Mechanics, Dispatcher. Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, 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. Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

07/01/2017

Group #1	\$ 24.46
Group #2	24.66

NOTE - An additional \$1.50 per hour shall be paid to an employee who performs hazardous waste removal work on a City, County, State and/or Federally designated waste site where employee is required to use or wear personal protective equipment.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

\$ 22.38

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it will be celebrated Monday.

2-317(Bing)

<b>Welder</b>	<b>01/01/2018</b>
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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, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour 07/01/2017

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade



## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays, if worked

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays, if worked
- ( U ) Four times the hourly rate for Holidays, if worked
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 )        None
- ( 2 )        Labor Day
- ( 3 )        Memorial Day and Labor Day
- ( 4 )        Memorial Day and July 4th
- ( 5 )        Memorial Day, July 4th, and Labor Day
- ( 6 )        New Year's, Thanksgiving, and Christmas
- ( 7 )        Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 )        Good Friday
- ( 9 )        Lincoln's Birthday
- ( 10 )       Washington's Birthday
- ( 11 )       Columbus Day
- ( 12 )       Election Day
- ( 13 )       Presidential Election Day
- ( 14 )       1/2 Day on Presidential Election Day
- ( 15 )       Veterans Day
- ( 16 )       Day after Thanksgiving
- ( 17 )       July 4th
- ( 18 )       1/2 Day before Christmas
- ( 19 )       1/2 Day before New Years
- ( 20 )       Thanksgiving
- ( 21 )       New Year's Day
- ( 22 )       Christmas
- ( 23 )       Day before Christmas
- ( 24 )       Day before New Year's
- ( 25 )       Presidents' Day
- ( 26 )       Martin Luther King, Jr. Day
- ( 27 )       Memorial Day



New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,  
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State  
(Describe)

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 :

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

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>



**NYSDOL Bureau of Public Work Debarment List    11/17/2017**  
**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		ANDREW DIPPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019

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DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	*****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	*****6046	ATLANTIC SUN CONSTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL	*****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019

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DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****2703	CONKLIN'S TECH- MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	NYC	*****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER RODAUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	*****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEEVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020

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DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTION	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVEES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEES & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTION	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018

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DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74385	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC	*****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019



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DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETS YRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	AG	*****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907 SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55 MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAY WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018

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DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	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		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****4388	LEN.J CONSTRUCTION LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	01/30/2022

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DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	01/30/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2014	01/23/2019
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC	*****3141	MACKIE REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018

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DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019

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DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021



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DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEPHEON SHELTON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018

**NYSDOL Bureau of Public Work Debarment List 11/17/2017**

**Article 8**

DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****7417	TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL	*****7417	TADCO CONSTRUCTION CORP		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWTALANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019

**NYSDOL Bureau of Public Work Debarment List    11/17/2017**  
**Article 8**

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	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020

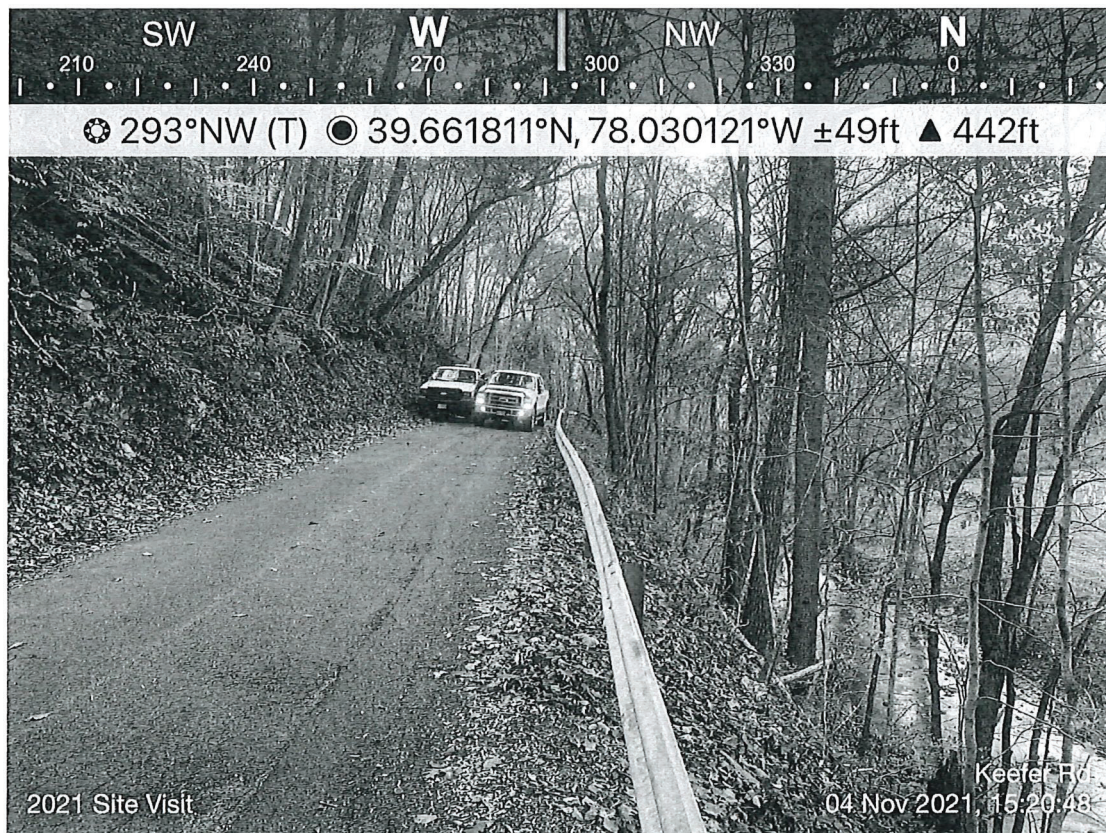


November 15, 2021

Washington County  
80 W Baltimore St  
Hagerstown, MD 21740-6003

Subject: Proposal for Roadway Slope Stabilization  
Keefer Road, Washington County, Maryland

This proposal is for stabilization for an approximate 210-foot-long area of recent slope instability below Keefer Road in Washington County, Maryland. The approximate latitude and longitude of the site are presented in the photograph below.





### Project Costs

The following table summarizes the anticipated quantities and project cost.

LF	QTY	Unit	Line	Item	Unit Price	Price
210	1	EA	23	Mobilization	\$7,500	\$7,500.00
210	115	EA	7	Up to 20-foot Self Drilling Soil Nails	\$800.00	\$92,000.00
210	210	LF	16	Extra Shoulder buildout	\$225.00	\$47,250.00
210	1,754	SF	14	Shotcrete 6 inches thick	\$39.00	\$68,406.00
TOTAL						\$215,156.00

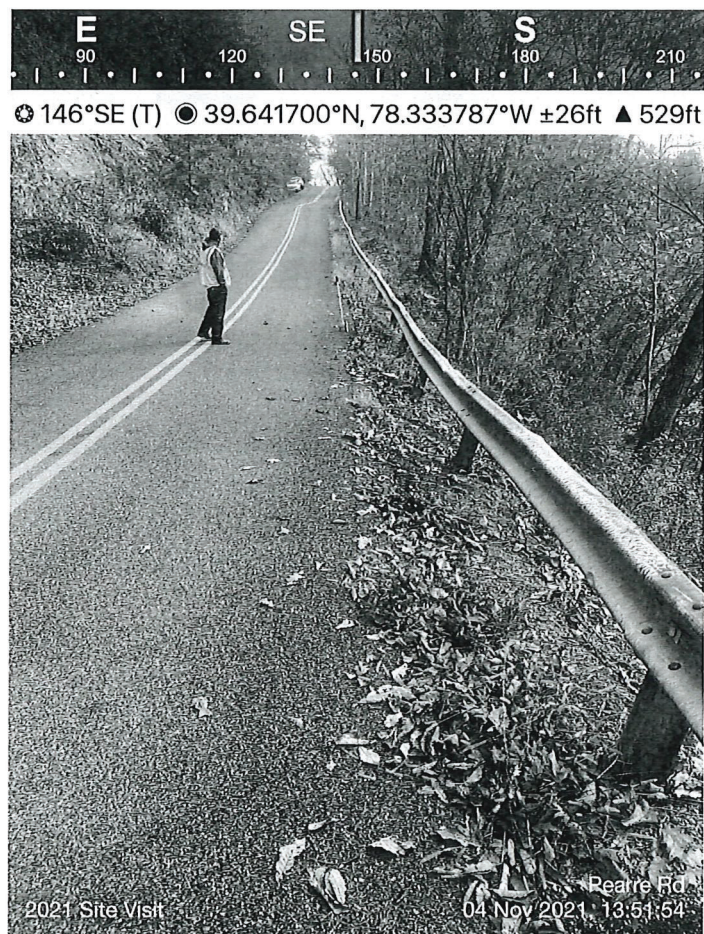


November 12, 2021

Washington County  
80 W Baltimore St  
Hagerstown, MD 21740-6003

Subject: Proposal for Roadway Slope Stabilization  
Pearre Road, Washington County, Maryland

This proposal is for stabilization for an approximate 100-foot-long area of recent slope instability below Pearre Road in Washington County, Maryland. The approximate latitude and longitude of the site are presented in the photograph below.





### Project Costs

The following table summarizes the anticipated quantities and project cost.

LF	QTY	Unit	Line	Item	Unit Price	Price
100	1	EA	23	Mobilization	\$7,500	\$7,500.00
100	68	EA	7	Up to 20-foot Self Drilling Soil Nails	\$800.00	\$54,400.00
77	77	LF	16	Extra Shoulder buildout	\$225.00	\$17,325.00
77	696	SF	14	Shotcrete 6 inches thick	\$39.00	\$27,144.00
23	230	SF	14	Wire Mesh Surface Treatment	\$20.00	\$4,600.00
23	15	EA	14	Galvanized Steel Plates	\$35.00	\$525.00
23	230	SF	14	Turf Reinforcement Mat	\$1.50	\$345.00
TOTAL						\$111,839.00

## RESOLUTION NO. RS-2021-

### *(Intergovernmental Cooperative Purchase [INTG-21-73] Embankment Stabilization)*

#### RECITALS

The Code of Public Local Laws of Washington County, Maryland (the "Public Local Laws"), §1-106.3, provides that the Board of County Commissioners of Washington County, Maryland (the "Board") "may procure goods and services through a contract entered into by another governmental entity in accordance with the terms of the contract, regardless of whether the county was a party to the original contract."

Subsection (c) of §1-106.3 provides that, "A determination to allow or participate in an intergovernmental cooperative purchasing arrangement under subsection (b) of this section shall be by resolution and shall either indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justifications for the arrangement."

The Division of Engineering seeks to approve work from GeoStabilization International, LLC, at the contracted unit prices as awarded by Delaware County, New York (Agreement/Proposal No. 31-18), totaling \$326,995.00

The requested work is a cost-effective solution to stabilize embankments along sections of Keefer Road and Pearre Road in Washington County, Maryland, as material costs are included in the contracted unit prices.

Utilizing the Agreement/Proposal and eliminating this County's bid process results in administrative and cost savings for the Division of Engineering. The County will benefit with direct cost savings because of the economies of scale the aforementioned Agreement/Proposal has leveraged. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to §1-106.3 of the Public Local Laws, that the Division of Engineering is authorized to approve work from GeoStabilization International, LLC, and to utilize Agreement/Proposal No. 31-18 awarded by Delaware County, New York, at the contracted unit prices totaling \$326,995.00.

Adopted and effective this \_\_\_\_ day of November, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

\_\_\_\_\_  
Krista L. Hart, Clerk

BY: \_\_\_\_\_  
Jeffrey A. Cline, President

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
Kirk C. Downey  
County Attorney

Mail to:  
Office of the County Attorney  
100 W. Washington Street, Suite 1101  
Hagerstown, MD 21740





## Agenda Report Form

### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-21-0070) - Four (4) New 2022 Ford F350

**PRESENTATION DATE:** November 30, 2021

**PRESENTATION BY:** Brandi Naugle, CPPB, Buyer, Purchasing Department; Zane Rowe, Deputy Director, Washington County Highway Department; Jack Reynard, Fleet Manager, Highway Department.

**RECOMMENDED MOTION:** Move to authorize by Resolution, for the Washington County Highway Department to purchase four (4) new 2022 Ford F-350 for a total cost of \$207,999.97 and to utilize another jurisdiction's contract that was awarded by Baltimore County, (Contract 04504) to Apple Ford of Columbia, MD.

**REPORT-IN-BRIEF:** The Code of Public Laws of Washington County, Maryland (the Public Local Laws) 1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a part to the original contract. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the procurement of the equipment in accordance with the Public Local Laws referenced above that participation would result in cost benefits or in administrative efficiencies.

The County will benefit with the direct cost savings in the purchase of this equipment because of economies of scale this contract has leveraged. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. Acquisition of these vehicles by utilizing the Baltimore County contract and eliminating our county's bid process would result in an administrative and cost savings for the Water Quality Department and Purchasing Department in preparing specifications.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are budgeted in the Washington County Highway Department's Capital Improvement Plan (CIP) budget account 600300-30-20010-EQP042

**CONCURRENCES:** Director of Public Works

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Apple Ford Quote 10/21/2021



1	QUOTE SUMMARY	A	B	C	D	E	F	G	H	I	J	K	L	M	N
ITEM 1 -- One (1) 1-ton pickup, 4x4 Crew Cab shortbed w/plow -- NEW pickup addition to fleet. RE: Since the creation of the FY2022 budget for pickups in January 2021, the new job title "Supervisor of Highway Operations" was created and Traffic Supervisor Doug Levine was promoted. The new job position was created without planning for a vehicle so Doug Levine kept existing pickup 841961c assigned as take-home vehicle with the roof mounted Opticom device and the spare															
2	Sign Shop pickup 842032c was assigned as take-home vehicle to former Sign Mechanic Melvin Frasley, a/k/a/ "JR" after promoted to Traffic Supervisor.														
3		GT Vehicle + Upfit				Qty	Extended		subT Vehicle \$ only	subT Upfit \$ only					
4	Sourcewell/NAFG	\$	59,369						\$	44,224 \$	15,145 \$	59,369			
5	Apple Ford/Balt. Co. MD contract	\$	56,177			1	\$ 56,177.43		\$	43,967 \$	12,211 \$	56,177			
6		\$	3,191	diff					diff	\$	2,934				
7	ITEM 2														
8	Two (2) 1-ton pickups, 4x4 Crew Cab shortbed w/plow to replace 841679c and 841680w														
9	Sourcewell/NAFG	\$	59,371						\$	44,211 \$	14,160 \$	59,371			
10	Apple Ford/Balt. Co. MD contract	\$	53,488			2	\$ 106,975.02		\$	43,648 \$	9,840 \$	53,488			
11		\$	4,883	diff					diff	\$	563 \$	4,320			
12	ITEM 3														
13	One (1) 1-ton pickup, 4x4 Crew Cab long bed without plow to replace 841764w														
14	Sourcewell/NAFG	\$	45,686						\$	44,337 \$	1,349 \$	45,686			
15	Apple Ford/Balt. Co. MD contract	\$	44,848			1	\$ 44,847.52		\$	44,848 \$	- \$	44,848			
16		\$	839	diff					diff	\$	(510) \$	1,349			
17						GT	\$ 207,999.97								
18	Revised: 29Sep2021 at 06:05-h														
19															
20															
21	Savings to buy 4-pickups from Apple Ford/Balt.														
22	Co. MD vs. Sourcewell/NAFG	\$	13,796												
23	Price variation of 4-pickups (less upfit)								\$	873					
24	Price variation of 4-pickups (upfit only)														
25									\$	13,923		\$ 13,796			
26	GT 4-pickups from Sourcewell/NAFG	\$	221,796												
27	GT 4-pickups from Apple Ford/Balt. Co. MD	\$	208,000												
28		\$	13,796	diff											
29															
30	CIP balance as of 18Aug2021 (per Dir. Rowe)	\$	228,835												
31	GT 4-pickups from Apple Ford/Balt. Co. MD	\$	208,000												
32		\$	18,835	CIP balance											



## Agenda Report Form

### Open Session Item

**SUBJECT:** Contract Award (PUR-1514) Industrial Equipment Lease/Purchase & Trade-in for Various County Departments.

**PRESENTATION DATE:** November 30, 2021

**PRESENTATION BY:** Brandi Naugle, CPPB, Buyer - Purchasing Department; Zane Rowe, Deputy Director, Washington County Highway Department; Jack Reynard, Fleet Manager, Highway Department; Mark Bradshaw, P.E., Division Director, Environmental Management; Danny Hixon, Deputy Director, Parks and Facilities Department

**RECOMMENDED MOTION:** Move to award the bid to the responsive, responsible bidder with the lowest bid as indicated below and contingent upon approval of the final Lease Agreements by the County Attorney's Office.

<u>Equipment</u>	<u>Vendor</u>	<u>Bid Amount</u>
<b>Item # 1A-</b> Three (3) Diesel Engine, Backhoe/Front End Loaders, With Thumb, w/o radial tires (Highway)	<b>Jesco, Inc.</b> South Plain, NJ.	<b>*Annual Lease Payment for 5 Years \$ 43,863.51 / Yr.</b>
<b>Item # 1B-</b> Two (2) Diesel Engine, Backhoe/Front End Loaders, With Thumb, with radial tires (Highway)	<b>Jesco, Inc.</b> South Plain, NJ.	<b>*Annual Lease Payment for 5 Years \$ 30,206.82 / Yr.</b>
<b>Item # 1C-</b> One (1) Diesel Engine, Backhoe/Front End Loaders, w/o Thumb, w/o radial tires (Highway)	<b>Jesco, Inc.</b> South Plain, NJ.	<b>*Annual Lease Payment for 5 Years \$ 16,930.62 / Yr.</b>
<b>Item #2A -</b> Five (5) Diesel Engine, Rubber Tired Wheel Loaders, w/o Henke Dozer Blade, with third function hydraulics (Highway)	<b>Jesco, Inc.</b> South Plain, NJ.	<b>*Annual Lease Payment for 5 Years \$ 92,711.39 / Yr.</b>

<b>Item #2B</b> - One (1) Diesel Engine, Rubber Tired Wheel Loaders, with Henke Dozer Blade, with third function hydraulics (Highway)	<b>Jesco, Inc.</b> South Plain, NJ.	<b>*Annual Lease Payment for 5 Years \$21,698.96 / Yr.</b>
<b>Item #3</b> – Two (2) Diesel Engine, Mini Hydraulic Excavators (Highway)	<b>Carter Machinery</b> Baltimore, Md	<b>Purchase Price \$73,288.00 /Each</b>
<b>Item #4</b> - One (1) Diesel Engine, Backhoe/Front End Loaders (Parks & Facilities)	<b>Jesco, Inc.</b> South Plain, NJ	<b>*Annual Lease Payment for 5 Years \$14,601.21 / Yr.</b>
<b>Item # 5</b> – One (1) Multi Terrain Loader (Parks & Facilities)	<b>Carter Machinery</b> Baltimore, MD	<b>*Annual Lease Payment for 5 Years \$ 10,840.00 / Yr.</b>
<b>Item # 6</b> – One (1) Diesel Engine Backhoe/Front End Loader (Water Quality)	<b>Jesco, Inc.</b> South Plain, NJ	<b>*Annual Lease Payment for 5 Years \$ 15,588.35 / Yr.</b>

**\*Includes trade-in of used equipment**

**REPORT-IN-BRIEF:** On September 22, 2021 the County accepted the Industrial Equipment (Lease/Purchase & Trade-in) bids for Various Washington County Departments. Notice of the Invitation to Bid (ITB) was published in the local newspaper and was listed on the State of Maryland’s “*eMaryland Marketplace Advantage*” web site and on the County’s web site. Eighteen (18) persons/companies registered/downloaded the bid document on-line. Two (2) vendors were represented at the pre-bid conference and two (2) bids were received. The County initiated this Lease/Purchase program for equipment in 1996. The County’s replacement guidelines for loaders, backhoes, etc. recommends a five (5) year cycle.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are in various accounts within each department’s budget for the first year’s lease payment.

**CONCURRENCES:** Division Director

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Bid Matrix Tabulation

**AUDIO/VISUAL NEEDS:** N/A

**Industrial Equipment  
PUR-1514**

**ITEM NO. 1A**

**THREE (3) DIESEL ENGINE, BACKHOE / FRONT END LOADERS WITH THUMB,  
equipped without radial tires, with hydraulics to re-use existing hammers and hydraulic swingers,  
mechanical couplers**

		<b>Carter Machinery Co., Inc. Baltimore, MD</b>	<b>JESCO, Inc. South Plainfield, NJ</b>
1.	Total Price of Straight Purchase (per Unit, No Annual Lease)	\$230,000.00	\$132,311.00
2.	Annual Lease/Purchase Payment per Unit	\$48,856.00	\$27,514.07
	a. Vendor shall state Lease Fixed Interest Rate	2.99%	1.97%
3.	Total Annual Lease/Purchase Cost Over a Five-year Period per Unit	\$244,280.00	\$137,570.35
4.	Annual Lease/Purchase Payment for Three (3) Units	\$146,568.00	\$82,542.21
5.	Total Annual Lease/Purchase Cost Over a Five-Year Period for Three (3) Units	\$439,704.00	\$412,711.05
6.	Guaranteed Total Cost of repairs for 2,000 hours or five (5) years per unit at	\$7,500.00	\$1,000.00
7.	Repurchase Price for which bidders will buy back, for five (5) years the equipment offered, per unit:		
	a. Within two (2) years from date of acceptance	\$65,000.00	\$80,000.00
	b. Within three (3) years from date of acceptance	\$65,000.00	\$76,000.00
	c. Within four (4) years from date of acceptance	\$65,000.00	\$68,500.00
	d. Within five (5) years from date of acceptance	\$65,000.00	\$65,000.00
8.	Adjusted Bids:		
	a. Bid per Unit (Item No. 3 above)	\$244,280.00	\$137,570.35
	b. Plus Total Cost of Repairs (No. 6 above) per Unit	\$7,500.00	\$1,000.00
	c. Less Repurchase (No. 7d. above) per Unit	\$65,000.00	\$65,000.00
	d. Total Adjusted Bid per Unit	\$186,780.00	\$73,570.35

**\*Corrected Calculations base on Unit Prices**

\*JESCO, Inc. Remarks/Exceptions see Pages 18-21

**Industrial Equipment  
PUR-1514**

<b>ITEM NO. 1A</b> <b>THREE (3) DIESEL ENGINE, BACKHOE / FRONT END LOADERS <u>WITH</u> THUMB,</b> <b>equipped <u>without</u> radial tires, with hydraulics to re-use existing hammers and hydraulic swingers,</b> <b>mechanical couplers</b>				
		<b>Carter Machinery Co., Inc.</b> <b>Baltimore, MD</b>	<b>JESCO, Inc.</b> <b>South Plainfield, NJ</b>	
9.	Adjusted Bids:			
	a.	Total Bid for Three (3) Units (Item No. 5 above)	\$439,704.00	\$412,711.05
	b.	Plus total cost of repairs (No. 6 above x Three (3) Units)	\$22,500.00	\$3,000.00
	c.	c. Less Repurchase (No. 7d. above x Three (3) Units)	\$195,000.00	\$195,000.00
	d.	Total Adjusted Bid for Three (3) Units	\$267,204.00	\$220,711.05
<b>TRADE-INS</b>				
	1.	Trade-In - 772099c, 2017, John-Deere 310SL (SN 1T0310SLCHF309818)	\$55,000.00	\$62,000.00
	2.	Trade-In - 772100w, 2017, John-Deere 310SL (SN 1T0310SLJHF309946)	\$56,000.00	\$62,000.00
	3.	Trade-In - 772101e, 2017, John-Deere 310SL (SN 1T0310SLCHF309950)	\$56,000.00	\$62,000.00
Total of Above Three (3) Trade-Ins			\$167,000.00	\$186,000.00
Separate Price for Performance / Payment Bond, per unit, if Required			\$3,000.00	\$0.00
Delivery Date:			1/31/2022 or Before	5 to 7 months from date of award
State Warranty:			5 Year / 2,000 Hour TM Warranty	60 Months / 2,000 Hour Comprehensive Coverage
<b>*Corrected Calculations base on Unit Prices</b>   <div style="text-align: center;"> <b><u>Item No. 1A Remarks / Exceptions</u></b> </div>				



**Industrial Equipment  
PUR-1514**

**ITEM NO. 1B  
TWO (2) DIESEL ENGINE, BACKHOE / FRONT END LOADERS WITH THUMB,  
equipped with radial tires, with hydraulics to re-use existing hammers and hydraulic swingers,  
mechanical couplers**

		Carter Machinery Co., Inc. Baltimore, MD	JESCO, Inc. South Plainfield, NJ
1.	Total Price of Straight Purchase (per Unit, No Annual Lease)	\$230.00 *	\$133,630.00
2.	Annual Lease/Purchase Payment per Unit	\$48,856.00	\$27,996.31
	a. Vendor shall state Lease Fixed Interest Rate	2.99%	1.97%
3.	Total Annual Lease/Purchase Cost Over a Five-year Period per Unit	\$244,280.00	\$139,981.55
4.	Annual Lease/Purchase Payment for Two (2) Units	\$97,712.00	\$55,992.62
5.	Total Annual Lease/Purchase Cost Over a Five-Year Period for Two (2) Units	\$488,560.00	\$279,963.10
6.	Guaranteed Total Cost of repairs for 2,000 hours or five (5) years per unit at	\$7,500.00	\$1,000.00
7.	Repurchase Price for which bidders will buy back, for five (5) years the equipment offered, per unit:		
	a. Within two (2) years from date of acceptance	\$65,000.00	\$81,000.00
	b. Within three (3) years from date of acceptance	\$65,000.00	\$77,000.00
	c. Within four (4) years from date of acceptance	\$65,000.00	\$70,000.00
	d. Within five (5) years from date of acceptance	\$65,000.00	\$65,500.00
8.	Adjusted Bids:		
	a. Bid per Unit (Item No. 3 above)	\$244,280.00	\$139,981.55
	b. Plus Total Cost of Repairs (No. 6 above) per Unit	\$7,500.00	\$1,000.00
	c. Less Repurchase (No. 7d. above) per Unit	\$65,000.00	\$65,500.00
	d. Total Adjusted Bid per Unit	\$186,780.00	\$75,481.55

**\*Corrected Calculations base on Unit Prices**

**Industrial Equipment  
PUR-1514**

<b>ITEM NO. 1B</b> <b>TWO (2) DIESEL ENGINE, BACKHOE / FRONT END LOADERS <u>WITH</u> THUMB,</b> <b>equipped <u>with</u> radial tires, <u>with</u> hydraulics to re-use existing hammers and hydraulic swingers,</b> <b>mechanical couplers</b>				
			<b>Carter Machinery Co., Inc.</b> <b>Baltimore, MD</b>	<b>JESCO, Inc.</b> <b>South Plainfield, NJ</b>
9.	Adjusted Bids:			
	a.	Total Bid for Two (2) Units (Item No. 5 above)	\$488,560.00	\$279,963.10
	b.	Plus total cost of repairs (No. 6 above x Two (2) Units)	\$15,000.00	\$2,000.00
	c.	Less Repurchase (No. 7d. above x Two (2) Units)	\$130,000.00	\$131,000.00
	d.	Total Adjusted Bid for Two (2) Units	\$373,560.00	\$150,963.10
<b>TRADE-INS</b>				
	1.	Trade-In – 772102s, 2017, John-Deere 310SL (SN 1T0310SLKHF309962)	\$49,000.00	\$62,000.00
	2.	Trade-In – 772103c, 2017, John-Deere 310SL (SN 1T0310SLPHF309975)	\$53,000.00	\$62,000.00
Total of Above Two (2) Trade-Ins			\$102,000.00	\$124,000.00
Separate Price for Performance / Payment Bond, <u>per unit</u> , if Required			\$3,000.00	\$0.00
Delivery Date:			1/31/2022	5 to 7 months from Award Date
State Warranty:			5 Year / 2,000 Hour TM Warranty	60 Months / 2,000 Hour Comprehensive Coverage
<b>*Corrected Calculations base on Unit Prices</b>  <div style="text-align: center;"><b><u>Item No. 1B Remarks / Exceptions</u></b></div>  <b>Carter Machinery</b> *Item No. 1 written number different than the figures given				

**Industrial Equipment  
PUR-1514**

**ITEM NO. 1C**

**ONE (1) DIESEL ENGINE, BACKHOE / FRONT END LOADER WITHOUT THUMB,  
without radial tires with auger hydraulics, with NEW hammer, hydraulic swinger and mechanical couplers**

			<b>Carter Machinery Co., Inc. Baltimore, MD</b>	<b>JESCO, Inc. South Plainfield, NJ</b>
1.	Total Price of Straight Purchase (per Unit, No Annual Lease)		\$230,000.00	\$141,320.00
2.	Annual Lease/Purchase Payment per Unit		\$48,856.00	\$29,387.49
	a.	Vendor shall state Lease Fixed Interest Rate	2.99%	1.97%
3.	Total Annual Lease/Purchase Cost Over a Five-Year Period per Unit		\$244,280.00	\$146,937.45
4.	Annual Lease/Purchase Payment for One (1) Unit		\$48,856.00	\$29,387.49
5.	Total Annual Lease/Purchase Cost Over a Five-Year Period for One (1) Unit		\$244,280.00	\$146,937.45
6.	Guaranteed Total Cost of repairs for 2,000 hours or five (5) years per unit at		\$7,500.00	\$1,000.00
7.	Repurchase Price for which bidders will buy back, for five (5) years the equipment offered, per unit:			
	a.	Within two (2) years from date of acceptance	\$65,000.00	\$80,000.00
	b.	Within three (3) years from date of acceptance	\$65,000.00	\$76,000.00
	c.	Within four (4) years from date of acceptance	\$65,000.00	\$68,500.00
	d.	Within five (5) years from date of acceptance	\$65,000.00	\$65,000.00
8.	Adjusted Bids:			
	a.	Bid per Unit (Item No. 3 above)	\$244,280.00	\$146,937.45
	b.	Plus Total Cost of Repairs (No. 6 above) per Unit	\$7,500.00	\$1,000.00
	c.	Less Repurchase (No. 7d. above) per Unit	\$65,000.00	\$65,000.00
	d.	Total Adjusted Bid per Unit	\$186,780.00	\$82,937.45

**\*Corrected Calculations base on Unit Prices**

**Industrial Equipment  
PUR-1514**

<b>ITEM NO. 1C</b> <b>ONE (1) DIESEL ENGINE, BACKHOE / FRONT END LOADER <u>WITHOUT</u> THUMB,</b> <b><u>without</u> radial tires <u>with</u> auger hydraulics, <u>with</u> NEW hammer, hydraulic swinger and mechanical couplers</b>				
			<b>Carter Machinery Co., Inc.</b> <b>Baltimore, MD</b>	<b>JESCO, Inc.</b> <b>South Plainfield, NJ</b>
9.	Adjusted Bids:			
	a.	Total Bid for One (1) Unit (Item No. 5 above)	\$244,280.00	\$146,937.45
	b.	Plus total cost of repairs (No. 6 above x One (1) Unit)	\$7,500.00	\$1,000.00
	c.	Less Repurchase (No. 7d. above x One (1) Unit)	\$65,000.00	\$65,000.00
	d.	Total Adjusted Bid for One (1) Unit	\$186,780.00	\$82,937.45
<b>TRADE-INS</b>				
	1.	Trade-In – 772104w, 2017, John-Deere 310SL (SN 1T0310SLCHF309981)	\$55,000.00	\$63,500.00
Total of Above One (1)Trade-In			\$55,000.00	\$63,500.00
Delivery Date:			1/31/2022 or Before	5 to 7 months from Award Date
State Warranty:			5 Years / 2,000 Hours TM Warranty	60 Months / 2,000 Hour Comprehensive Coverage
<p><b>*Corrected Calculations base on Unit Prices</b></p> <p style="text-align: center;"><b>Item No. 1C Remarks / Exceptions</b></p>				

**Industrial Equipment  
PUR-1514**

**ITEM NO. 2A  
FIVE (5) DIESEL ENGINE, RUBBER TIRED WHEEL LOADERS  
without HENKE DOZER BLADE, with THIRD FUNCTION HYDROLICS**

		<b>Carter Machinery Co., Inc. Baltimore, MD</b>	<b>JESCO, Inc. South Plainfield, NJ</b>
1.	Total Price of Straight Purchase (per Unit, No Annual Lease)	\$304,000.00	\$195,917.00
2.	Annual Lease/Purchase Payment per Unit	\$64,646.00	\$41,000.88
	a. Vendor shall state Lease Fixed Interest Rate	2.99%	1.97%
3.	Total Annual Lease/Purchase Cost Over a Five-Year Period per Unit	\$323,230.00	\$205,004.40
4.	Annual Lease/Purchase Payment for Five (5) Units	\$323,230.00	\$205,004.40
5.	Total Annual Lease/Purchase Cost Over a Five-Year Period for Five (5) Units	\$1,616,150.00	\$1,025,022.00
6.	Guaranteed Total Cost of repairs for 2,000 hours or five (5) years per unit at	\$6,500.00	\$1,250.00
7.	Repurchase Price for which bidders will buy back, for five (5) years the equipment offered, per unit:		
	a. Within two (2) years from date of acceptance	\$75,000.00	\$130,000.00
	b. Within three (3) years from date of acceptance	\$75,000.00	\$122,000.00
	c. Within four (4) years from date of acceptance	\$75,000.00	\$115,800.00
	d. Within five (5) years from date of acceptance	\$75,000.00	\$110,000.00
8.	Adjusted Bids:		
	a. Bid per Unit (Item No. 3 above)	\$323,230.00	\$205,004.40
	b. Plus Total Cost of Repairs (No. 6 above) per Unit	\$6,500.00	\$1,250.00
	c. Less Repurchase (No. 7d. above) per Unit	\$75,000.00	\$110,000.00
	d. Total Adjusted Bid per Unit	\$254,730.00	\$96,254.40

**\*Corrected Calculations base on Unit Prices**



**Industrial Equipment  
PUR-1514**

**ITEM NO. 2A  
FIVE (5) DIESEL ENGINE, RUBBER TIRED WHEEL LOADERS  
without HENKE DOZER BLADE, with THIRD FUNCTION HYDROLICS**

**Carter Machinery Co., Inc.  
Baltimore, MD**

**JESCO, Inc.  
South Plainfield, NJ**

9. Adjusted Bids:

a.	Total Bid for Five (5) Units (Item No. 5 above)	\$1,616,150.00	\$1,025,022.00
b.	Plus total cost of repairs (No. 6 above x Five (5) Units)	\$32,500.00	\$6,250.00
c.	Less Repurchase (No. 7d. above x Five (5) Units)	\$375,000.00	\$550,000.00
d.	Total Adjusted Bid for Five (5) Units	\$1,273,650.00	\$481,272.00

**TRADE-INS**

1	Trade-In - 762093w, 2017, John-Deere 624K-II (SN 1DW624KZLHF679962)	123,000.00	108,000.00
2	Trade-In - 762094w, 2017, John-Deere 624K-II (SN 1DW624KZCHF679973)	123,000.00	108,000.00
3	Trade-In - 762095e, 2017, John-Deere 624K-II (SN 1DW624KZAHF679975)	123,000.00	108,000.00
4	Trade-In - 762096s, 2017, John-Deere 624K-II (SN 1DW624KZHFF679977)	119,000.00	108,000.00
5	Trade-In - 762097c, 2017, John-Deere 624K-II (SN 1DW624KZPHF680018)	124,000.00	108,000.00

Total of Above Five (5) Trade-Ins	\$612,000.00	\$540,000.00
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Separate Price for Performance/Payment Bond, <u>per unit</u> , if Required	\$3,000.00	\$0.00
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Delivery Date:	1/31/2022	5 to 6 months from Award Date
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State Warranty:	5 Year / 2,000 Hour TM Warranty	60 Months / 5,000 Hour Comprehensive Coverage
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**\*Corrected Calculations base on Unit Prices**

**Item No. 2A Remarks / Exceptions**

**Industrial Equipment  
PUR-1514**

**ITEM NO. 2B  
ONE (1) DIESEL ENGINE, RUBBER TIRED WHEEL LOADER  
with THIRD FUNCTION HYDRAULICS, with HENKE DOZER BLADE**

		<b>Carter Machinery Co., Inc. Baltimore, MD</b>	<b>JESCO, Inc. South Plainfield, NJ</b>
1.	Total Price of Straight Purchase (per Unit, No Annual Lease)	\$304,000.00	\$211,097.00
2.	Annual Lease/Purchase Payment per Unit	\$64,646.00	\$44,157.56
	a. Vendor shall state Lease Fixed Interest Rate	2.99%	1.97%
3.	Total Annual Lease/Purchase Cost Over a Five-Year Period per Unit	\$323,230.00	\$220,787.80
4.	Annual Lease/Purchase Payment for One (1) Unit	\$64,646.00	\$44,157.50 *
5.	Total Annual Lease/Purchase Cost Over a Five-Year Period for One (1) Unit	\$323,230.00	\$220,787.80
6.	Guaranteed Total Cost of repairs for 2,000 hours or five (5) years per unit at	\$6,500.00	\$1,250.00
7.	Repurchase Price for which bidders will buy back, for five (5) years the equipment offered, per unit:		
	a. Within two (2) years from date of acceptance	\$75,000.00	\$130,000.00
	b. Within three (3) years from date of acceptance	\$75,000.00	\$122,000.00
	c. Within four (4) years from date of acceptance	\$75,000.00	\$115,800.00
	d. Within five (5) years from date of acceptance	\$75,000.00	\$110,000.00
8.	Adjusted Bids:		
	a. Bid per Unit (Item No. 3 above)	\$323,230.00	\$220,787.80
	b. Plus Total Cost of Repairs (No. 6 above) per Unit	\$6,500.00	\$1,250.00
	c. Less Repurchase (No. 7d. above) per Unit	\$75,000.00	\$110,000.00
	d. Total Adjusted Bid per Unit	\$254,730.00	\$112,037.80

**\*Corrected Calculations base on Unit Prices**

**Industrial Equipment  
PUR-1514**

**ITEM NO. 2B  
ONE (1) DIESEL ENGINE, RUBBER TIRED WHEEL LOADER  
with THIRD FUNCTION HYDRAULICS, with HENKE DOZER BLADE**

			Carter Machinery Co., Inc. Baltimore, MD	JESCO, Inc. South Plainfield, NJ
9.	Adjusted Bids:			
	a.	Total Bid for One (1) Unit (Item No. 5 above)	\$323,230.00	\$220,787.80
	b.	Plus total cost of repairs (No. 6 above x One (1) Unit)	\$6,500.00	\$1,250.00
	c.	Less Repurchase (No. 7d. above x One (1) Unit)	\$75,000.00	\$110,000.00
	d.	Total Adjusted Bid for One (1) Unit	\$254,730.00	\$112,037.80
TRADE-INS				
	1	Trade-In -- 762098c, 2017, John-Deere 624K-II (SN 1DW624KZTHF680020)	119,000.00	108,000.00
Total of Above One (1) Trade-In			\$119,000.00	\$108,000.00
Separate Price for Performance/Payment Bond, <u>per unit</u> , if Required			\$3,000.00	\$0.00
Delivery Date:			1/31/2022 or Before	5 to 6 months from Award Date
State Warranty:			5 Years / 2,000 Hours TM Warranty	60 Months / 5,000 Hour Comprehensive Coverage
<div>*Corrected Calculations base on Unit Prices</div> <div>Item No. 2B Remarks / Exceptions</div> <div>JESCO, Inc.</div> <div>*Item No. 4 written number different than the figures given</div>				

**Industrial Equipment  
PUR-1514**

**ITEM NO. 3  
TWO (2) DIESEL ENGINE, MINI HYDRAULIC EXCATATORS**

		<b>Carter Machinery Co., Inc. Baltimore, MD</b>	<b>JESCO, Inc. South Plainfield, NJ</b>
1.	Total Price of Straight Purchase (per Unit, No Annual Lease)	\$172,385.00	\$145,995.00
2.	Annual Lease/Purchase Payment per Unit	\$36,644.00	\$30,359.66
	a. Vendor shall state Lease Fixed Interest Rate	2.99%	1.97%
3.	Adjusted Bids:		
	a. Bid per Unit (Item No. 3 above)	\$183,220.00	\$30,359.66
4	Annual Lease/Purchase Payment for Two (2) Units	\$73,288.00	\$60,719.32
Separate Price for Performance/Payment Bond, per unit, if Required		\$0.00	\$0.00
Delivery Date:		1/1/2022 or Before	4 to 5 months from Date of Award
State Warranty:		5 Year / 2,000 Hour TM Warranty	60 Months / 2,000 Hour Comprehensive Coverage

**\*Corrected Calculations base on Unit Prices**

**Item No. 3 Remarks / Exceptions**

**Industrial Equipment  
PUR-1514**

**ITEM NO. 4  
ONE (1) DIESEL ENGINE, BAKHOE / FRONT END LOADER**

		<b>Carter Machinery Co., Inc. Baltimore, MD</b>	<b>JESCO, Inc. South Plainfield, NJ</b>
1.	Total Price of Straight Purchase (per Unit, No Annual Lease)	\$230,000.00	\$129,215.00
2.	Annual Lease/Purchase Payment per Unit	\$48,856.00	\$27,078.21
	a. Vendor shall state Lease Fixed Interest Rate	2.99%	1.97%
3.	Total Annual Lease/Purchase Cost Over a Five-Year Period per Unit	\$244,280.00	\$135,391.05
4.	Annual Lease/Purchase Payment for One (1) Unit	\$48,856.00	\$27,078.21
5.	Total Annual Lease/Purchase Cost Over a Five-Year Period for One (1) Unit	\$244,280.00	\$135,391.05
6.	Guaranteed Total Cost of repairs for 2,000 hours or five (5) years per unit at	\$7,500.00	\$1,000.00
7.	Repurchase Price for which bidders will buy back, for five (5) years the equipment offered, per unit:		
	a. Within two (2) years from date of acceptance	\$65,000.00	\$79,000.00
	b. Within three (3) years from date of acceptance	\$65,000.00	\$75,000.00
	c. Within four (4) years from date of acceptance	\$65,000.00	\$67,500.00
	d. Within five (5) years from date of acceptance	\$65,000.00	\$64,000.00
8.	Adjusted Bids:		
	a. Bid per Unit (Item No. 3 above)	\$244,280.00	\$135,391.05
	b. Plus Total Cost of Repairs (No. 6 above) per Unit	\$7,500.00	\$1,000.00
	c. Less Repurchase (No. 7d. above) per Unit	\$65,000.00	\$64,000.00
	d. Total Adjusted Bid per Unit	\$186,780.00	\$72,391.05

**\*Corrected Calculations base on Unit Prices**



**Industrial Equipment  
PUR-1514**

**ITEM NO. 4  
ONE (1) DIESEL ENGINE, BAKHOE/FRONT END LOADER**

			Carter Machinery Co., Inc. Baltimore, MD	JESCO, Inc. South Plainfield, NJ
9.	Adjusted Bids:			
	a.	Total Bid for One (1) Unit (Item No. 5 above)	\$977,120.00	* \$135,391.05
	b.	Plus total cost of repairs (No. 6 above x One (1) Unit)	\$7,500.00	\$1,000.00
	c.	Less Repurchase (No. 7d. above x One (1) Unit)	\$65,000.00	\$64,000.00
	d.	Total Adjusted Bid for One (1) Unit	\$919,620.00	* \$72,391.05
TRADE-INS				
	1	Trade-In - John-Deere 310SL (SN 1T0310SLAHF310051)	53,000.00	\$60,000.00
Total of Above One (1) Trade-In			\$53,000.00	\$60,000.00
Separate Price for Performance/Payment Bond, <u>per unit</u> , if Required			\$2,000.00	\$0.00
Delivery Date:			1/31/2022 or Before	5 to 7 months from Date of Award
State Warranty:			5 Years / 2,000 Hour TM Warranty	60 Months / 2,000 Hour Comprehensive Coverage

**\*Corrected Calculations base on Unit Prices**

**Item No. 4 Remarks / Exceptions**

**Carter Machinery**

\*Item 9a Price given of \$977,120.00 / 4 = \$244,280.00 (Revised Form of Proposal was not clear)

\*Item 9d Price given of \$919,620.00 (with the adjusted amount in Item 9a the correct amount would be \$186,780.00)

**Industrial Equipment  
PUR-1514**

**ITEM NO. 5  
ONE (1) DIESEL ENGINE, MULTI-TERRAIN LOADER**

		<b>Carter Machinery Co., Inc. Baltimore, MD</b>	<b>JESCO, Inc. South Plainfield, NJ</b>
1.	Total Price of Straight Purchase (per Unit, No Annual Lease)	\$102,642.00	\$77,636.00
2.	Annual Lease/Purchase Payment per Unit	\$21,862.00	\$16,352.36
	a. Vendor shall state Lease Fixed Interest Rate	2.99%	1.97%
3.	Total Annual Lease/Purchase Cost Over a Five-Year Period per Unit	\$109,310.00	\$81,352.36 *
4.	Annual Lease/Purchase Payment for One (1) Unit	\$21,862.00	\$16,352.36
5.	Total Annual Lease/Purchase Cost Over a Five-Year Period for One (1) Unit	\$109,310.00	\$81,761.80
6.	Guaranteed Total Cost of repairs for 2,000 hours or five (5) years per unit at	\$4,000.00	\$1,000.00
7.	Repurchase Price for which bidders will buy back, for five (5) years the equipment offered, per unit:		
	a. Within two (2) years from date of acceptance	\$40,000.00	\$53,000.00
	b. Within three (3) years from date of acceptance	\$40,000.00	\$48,000.00
	c. Within four (4) years from date of acceptance	\$40,000.00	\$44,000.00
	d. Within five (5) years from date of acceptance	\$40,000.00	\$40,000.00
8.	Adjusted Bids:		
	a. Bid per Unit (Item No. 3 above)	\$109,310.00	\$81,761.80
	b. Plus Total Cost of Repairs (No. 6 above) per Unit	\$4,000.00	\$1,000.00
	c. Less Repurchase (No. 7d. above) per Unit	\$40,000.00	\$40,000.00
	d. Total Adjusted Bid per Unit	\$73,310.00	\$42,761.80

**\*Corrected Calculations base on Unit Prices**

**Industrial Equipment  
PUR-1514**

**ITEM NO. 5  
ONE (1) DIESEL ENGINE, MULTI-TERRAIN LOADER**

			Carter Machinery Co., Inc. Baltimore, MD	JESCO, Inc. South Plainfield, NJ
9.	Adjusted Bids:			
	a.	Total Bid for One (1) Unit (Item No. 5 above)	\$437,240.00	*\$81,761.80
	b.	Plus total cost of repairs (No. 6 above x One (1) Unit)	\$4,000.00	\$1,000.00
	c.	Less Repurchase (No. 7d. above x One (1) Unit)	\$40,000.00	\$40,000.00
	d.	Total Adjusted Bid for One (1) Unit	\$401,240.00	*\$42,761.80
TRADE-INS				
	1	Trade-In – Caterpillar 297 (Serial # CAT0297DABL700311)	52,000.00	\$0.00
Total of Above One (1) Trade-In			\$52,000.00	\$0.00
Separate Price for Performance/Payment Bond, per unit, if Required			\$0.00	\$0.00
Delivery Date:			1/1/2022 or Before	5 to 6 months from Date of Award
State Warranty:			3 Years / Unlimited Hours Total Machine	36 Months / 3,000 Hour Comprehensive Warranty Coverage
<b>*Corrected Calculations base on Unit Prices</b>				
<b>Item No. 5 Remarks / Exceptions</b>				
<b>Carter Machinery</b>				
*Item 9a Price given of \$437,240.00 / 4 = \$109,310.00 (Revised Form of Proposal was not clear)				
*Item 9d Price given of \$401,240.00 (with the adjusted amount in Item 9a the correct amount would be \$73,310.00)				
<b>JESCO, Inc.</b>				
*Item No. 3 Price written is different than figures given.				
*Item No. 8a does not match Item No. 3(above)				

**Industrial Equipment  
PUR-1514**

**ITEM NO. 6**

**ONE (1) DIESEL ENGINE, BACKHOE / FRONT END LOADER WITH THUMB,  
equipped without radial tires, with hydraulics to re-use existing hammers and hydraulic swingers,  
mechanical couplers**

		<b>Carter Machinery Co., Inc. Baltimore, MD</b>	<b>JESCO, Inc. South Plainfield, NJ</b>
1.	Total Price of Straight Purchase (per Unit, No Annual Lease)	\$230,000.00	\$132,962.00
2.	Annual Lease/Purchase Payment per Unit	\$48,856.00	\$27,857.40
	a. Vendor shall state Lease Fixed Interest Rate	2.99%	1.97%
3.	Total Annual Lease/Purchase Cost Over a Five-Year Period per Unit	\$244,208.00 *	\$139,287.00
4.	Annual Lease/Purchase Payment for One (1) Unit	\$48,856.00	\$27,857.40
5.	Total Annual Lease/Purchase Cost Over a Five-Year Period for One (1) Unit	\$244,208.00 *	\$139,287.00
6.	Guaranteed Total Cost of repairs for 2,000 hours or five (5) years per unit at	\$7,500.00	\$1,000.00
7.	Repurchase Price for which bidders will buy back, for five (5) years the equipment offered, per unit:		
	a. Within two (2) years from date of acceptance	\$65,000.00	\$80,000.00
	b. Within three (3) years from date of acceptance	\$65,000.00	\$76,000.00
	c. Within four (4) years from date of acceptance	\$65,000.00	\$68,500.00
	d. Within five (5) years from date of acceptance	\$65,000.00	\$65,000.00
8.	Adjusted Bids:		
	a. Bid per Unit (Item No. 3 above)	\$244,208.00 *	\$139,287.00
	b. Plus Total Cost of Repairs (No. 6 above) per Unit	\$7,500.00	\$1,000.00
	c. Less Repurchase (No. 7d. above) per Unit	\$65,000.00	\$65,000.00
	d. Total Adjusted Bid per Unit	\$186,780.00 *	\$75,287.00

**\*Corrected Calculations base on Unit Prices**

**Industrial Equipment  
PUR-1514**

**ITEM NO. 6**

**ONE (1) DIESEL ENGINE, BACKHOE / FRONT END LOADER WITH THUMB,  
equipped without radial tires, with hydraulics to re-use existing hammers and hydraulic swingers,  
mechanical couplers**

**Carter Machinery Co., Inc.  
Baltimore, MD**

**JESCO, Inc.  
South Plainfield, NJ**

9.	Adjusted Bids:			
	a.	Total Bid for One (1) Unit (Item No. 5 above)	\$244,280.00 *	\$139,287.00
	b.	Plus total cost of repairs (No. 6 above x One (1) Unit)	\$7,500.00	\$1,000.00
	c.	Less Repurchase (No. 7d. above x One (1) Unit)	\$65,000.00	\$65,000.00
	d.	Total Adjusted Bid for One (1) Unit	\$186,780.00 *	\$75,287.00
TRADE-INS				
	1	Trade-In - 2017, John-Deere 310SL (SN 1T0310SLHHF309940)	52,000.00	59,000.00
Total of Above One (1) Trade-In			\$52,000.00	\$59,000.00
Separate Price for Performance/Payment Bond,			\$3,000.00	\$0.00
Delivery Date:			1/31/2022 or Before	5 to 7 months from Date of Award
State Warranty:			5 Years / 2,000 Hour TM Warranty	60 Months / 2,000 Hour Comprehensive Coverage

**\*Corrected Calculations base on Unit Prices**

**Item No. 6 Remarks / Exceptions**

**Carter Machinery**

- \*Item No. 3 Written price and figures written do not match
- \*Item No. 5 Written price and figures written do not match
- \*Item No. 8a Written price and figures written do not match
- \*Item No. 8d Price given is not accurate due to the difference in Item 8a
- \*Item No. 9a does not match Item No. 5 above (\$244,208.00)
- \*Item No. 9d Price given is not accurate due to the difference in Item 8a (\$244,208.00)



**Industrial Equipment  
PUR-1514**

**Remarks / Exceptions:**

JESCO, Inc.

- \*Item No. 1 General #3 Exception: 5-7 month delivery from date of order / award
- \*Item No. 1 Backhoe #5q Exception: Dipperstick extension / retraction now functioned through Right hand joystick (see supporting picture in Literature)
- \*Item No. 1 Buckets #4 Exception: Swinger and thumb controls are now run through factory installed toggle switch on left hand pilot control instead of foot pedal (see supporting picture in Literature)
- \*Item No. 1 Special Provisions #3 Exception: 5-7 month delivery from date of award.
- \*Item No. 2 General #3 Exception: 5-6 month delivery from date of award.
- \*Item No. 2 Engine #25 Exception: Suction type fan w/hyd. reversing option.
- \*Item No. 2 Special Provision #3 Exception: 5-6 month delivery from date of Award.
- \*Item No. 3 General #3 Exception: Delivery Date is 4-5 months from award
- \*Item No. 3 General #4 Exception: Yanmar Engine
- \*Item No. 3 Engine / Transmission #1 Exception: 202 cv in
- \*Item No. 3 Engine / Transmission #13 Exception: Direct Drive Cooling
- \*Item No. 3 Engine / Transmission #14 Exception: Square / Screen guard
- \*Item No. 3 Engine / Transmission #26 Exception: 1.9 mph in Low
- \*Item No. 3 Engine / Transmission #27 Exception: 14,661 lb in high
- \*Item No. 3 Hydraulic System #6 Exception: 53 GPM @ 2200 RPM
- \*Item No. 3 Hydraulic System #7 Exception: 4,554 GPM
- \*Item No. 3 Hydraulic System #10 Exception: 5.3 GPM
- \*Item No. 3 Hydraulic System #11 Exception: 6,902 lbs.
- \*Item No. 3 Hydraulic System #12 Exception: 10,476 lbs.
- \*Item No. 3 Hydraulic System #18 Exception: No trim feature
- \*Item No. 3 Hydraulic System #19 Exception: Pilot Controls
- \*Item No. 3 Hydraulic System #20 Exception: No end damping / Soft stops
- \*Item No. 3 Boom, Stick & Linkages #2 Exception: 83"
- \*Item No. 3 Cab #3 Exception: Halogen Lights
- \*Item No. 3 Electrical #2 Exception: 50 AMP
- \*Item No. 3 Electrical #9 Exception: Field installed RV camera
- \*Item No. 3 Electrical #14 Exception: Boom Swing Foot Pedal
- \*Item No. 3 Undercarriage #4 Exception: Blade width - 87"
- \*Item No. 3 Undercarriage #5 Exception: 18" Crawler Rubber Pads
- \*Item No. 3 Undercarriage #14 Exception: Weld on Edge

**Industrial Equipment  
PUR-1514**

**Remarks / Exceptions:**

JESCO, Inc.

- \*Item No. 3 Operation Station #3 Exception: No Heated Seat
- \*Item No. 3 Operation Station #8 Exception: Mechanical Pattern No Stick Steer Changer
- \*Item No. 3 Operation Station #9 Exception: Foldable travel Pads
- \*Item No. 3 Operation Station #10 Exception: No Security Passcode System
- \*Item No. 3 Operation Station #18 Exception: Halogen Light
- \*Item No. 3 Operation Station #20 Exception: Stacked A/C Cooler
- \*Item No. 3 Operation Station #21 Exception: Color RV camera on separate platform
- \*Item No. 3 Operation Station #22 Exception: No Security Codes
- \*Item No. 3 Operation Station #26 Exception: No Security System
  
- \*Item No. 3 Long Stick Excavator Dimensions #1 Remarks: 178"
- \*Item No. 3 Long Stick Excavator Dimensions #2 Remarks: 159" AS
- \*Item No. 3 Long Stick Excavator Dimensions #3 Remarks: 297" AS
- \*Item No. 3 Long Stick Excavator Dimensions #4 Remarks: 303" AS
- \*Item No. 3 Long Stick Excavator Dimensions #5 Remarks: 281" AS
- \*Item No. 3 Long Stick Excavator Dimensions #6 Remarks: 200" AS
- \*Item No. 3 Long Stick Excavator Dimensions #8 Remarks: 59" AS
- \*Item No. 3 Long Stick Excavator Dimensions #9 Remarks: 13"
- \*Item No. 3 Long Stick Excavator Dimensions #10 Remarks: 13"
- \*Item No. 3 Long Stick Excavator Dimensions #11 Remarks: 100"
- \*Item No. 3 Long Stick Excavator Dimensions #12 Remarks: 100"
- \*Item No. 3 Long Stick Excavator Dimensions #14 Remarks: 115" AS
- \*Item No. 3 Long Stick Excavator Dimensions #15 Remarks: 269"
- \*Item No. 3 Long Stick Excavator Dimensions #16 Remarks: 60 degrees AS
- \*Item No. 3 Long Stick Excavator Dimensions #17 Exception: 60 degrees
- \*Item No. 3 Long Stick Excavator Dimensions #18 Remarks: 60 degrees AS
- \*Item No. 3 Long Stick Excavator Dimensions #20 Remarks: 87" AS
- \*Item No. 3 Long Stick Excavator Dimensions #21 Remarks: 14" AS
- \*Item No. 3 Long Stick Excavator Dimensions #22 Exception: 83"
  
- \*Item No. 3 Mounted Equipment #2 Exception:
  - a. 42"
  - b. 30"
  - c. AS
  - d. AS
  - e. AS
  - f. AS
  - g. Gears
  - h. AS
  - i. 3000-4000Ps:
  - j. AS
  - k. AS
  - l. AS

**Industrial Equipment  
PUR-1514**

**Remarks / Exceptions:**

JESCO, Inc.

- \*Item No. 3 Capacities #3 Exception: 31.7 gal
- \*Item No. 3 Capacities #5 Exception: 27 gal
- \*Item No. 3 Special Provisions #4 Exception: 4-5 month delivery from date of award
- \*Item No. 4 General #3 Exception: 5-7 months from award date
- \*Item No. 4 Backhoe #5q Exception: Dipperstick extension / Retraction is now functioned through the right hand joystick (see supporting picture in Literature)
- \*Item No. 4 Buckets #4 Exception: Swinger and thumb controls are now run through the factory installed toggle switch on the left hand pilot control instead of the foot pedal (see supporting picture in literature)
- \*Item No. 4 Special Provisions #3 Exception: 5-7 month delivery from date of award
- \*Item No. 5 General #3 Exception: 4-5 month delivery from date of award
- \*Item No. 5 General #4 Exception: Yanmar Engine
- \*Item No. 5 Engine #1 Exception: 183.6 Cubic Inch
- \*Item No. 5 Engine #13 Exception: No fuel shut off
- \*Item No. 5 Engine #19 Exception: 1 plate
- \*Item No. 5 Powertrain / Transmission #8 Exception: 7.8 mph
- \*Item No. 5 Axles #1 Exception: no torsion axles
- \*Item No. 5 Undercarriage #3 Exception: No torsion axles
- \*Item No. 5 Undercarriage #4 Exception: Dual Flange Idler
- \*Item No. 5 Undercarriage #7 Exception: 5.6 psi
- \*Item No. 5 Undercarriage #9 Exception: 73.3"
- \*Item No. 5 Operation Station #3 Exception: No lumbar adjustments
- \*Item No. 5 Operation Station #12 Exception: 11,200 BTU
- \*Item No. 5 Operation Station #22 Exception: 10 code max
- \*Item No. 5 Loader Linkages/Structures #1 Exception: Vertical Lift
- \*Item No. 5 Loader Linkages/Structures #10 Exception: Not Radial Lift
- \*Item No. 5 Loader Linkages/Structures #11 Exception: Machined pins
- \*Item No. 5 Loader Linkages/Structures #12 Exception: 132" to hinge pin max
- \*Item No. 5 Loader Linkages/Structures #15 Exception: 35 degrees
- \*Item No. 5 Loader Linkages/Structures #16 Exception: 34.6"
- \*Item No. 5 Serviceability #6 Exception: No test parts
- \*Item No. 5 Serviceability #11 Exception: No rear door
- \*Item No. 5 Capacities #1 Remark: 8.7 gal
- \*Item No. 5 Capacities #2 Remark: 10 gal
- \*Item No. 5 Capacities #3 Remark: 30 gal
- \*Item No. 5 Capacities #4 Remark: 3.3 gal
- \*Item No. 5 Capacities #5 Remark: 3.9 gal
- \*Item No. 5 Special Provisions #4 Exception: 4-5 month delivery date from day of award

**Industrial Equipment  
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**Remarks / Exceptions:**

JESCO, Inc.

- \*Item No. 5 Page 96 #1 Exception: Did not Evaluate
- \*Item No. 5 Page 96 #1 2017 (written in & initialed by JESCO)
- \*Item No. 5 Page 96 #1 2017 (written in & initialed by JESCO)
- \*Item No. 5 Page 96 #2 Exception: Did not Evaluate
- \*Item No. 5 Page 96 #2a Exception: Did not Evaluate
- \*Item No. 6 General #3 Exception: 5-7 month delivery date from date of award
- \*Item No. 6 Backhoe #5q Exception: Dipperstick extension / retraction now functioned through right hand joystick (see picture in literature)
- \*Item No. 6 Buckets #4 Exception: Swinger and thumb controls are now run through factory installed toggle switch on left hand pilot control instead of foot pedal (see supporting picture in literature)
- \*Item No. 6 Special Provisions #3 Exception: 5-7 month delivery from date of award