SECTION D
PURCHASING GENERAL CONDITIONS
FOREWORD

The General Conditions of the Dormitory Authority of the State of New York, for all Contracts for the purchase of Commodities and/or services, are contained in this document. The terms and conditions set forth apply to all such Contracts awarded by the Dormitory Authority.

This document has been prepared in order to make the General Conditions available in permanent form to all Contractors interested in bidding on Commodities and/or services. You may want to bookmark it for reference purposes. Hard copies of this document are available on request.

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLES</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. DEFINITIONS</td>
<td>4</td>
</tr>
<tr>
<td>II. BIDS AND PROPOSALS</td>
<td>4</td>
</tr>
<tr>
<td>III. SAMPLES</td>
<td>7</td>
</tr>
<tr>
<td>IV. DRAWINGS</td>
<td>8</td>
</tr>
<tr>
<td>V. DELIVERY</td>
<td>9</td>
</tr>
<tr>
<td>VI. CONTRACTS INVOLVING INSTALLATION</td>
<td>10</td>
</tr>
<tr>
<td>VII. PAYMENTS</td>
<td>16</td>
</tr>
<tr>
<td>VIII. TERMINATION</td>
<td>17</td>
</tr>
<tr>
<td>IX. LABOR LAW PROVISIONS</td>
<td>18</td>
</tr>
<tr>
<td>X. NONDISCRIMINATION</td>
<td>21</td>
</tr>
<tr>
<td>XI. SURVEYS, PERMITS AND REGULATIONS</td>
<td>24</td>
</tr>
<tr>
<td>XII. PATENTS</td>
<td>24</td>
</tr>
<tr>
<td>XIII. PROTECTION OF RIGHTS, PERSONS AND PROPERTY</td>
<td>25</td>
</tr>
<tr>
<td>XIV. INSURANCE AND CONTRACT SECURITY FOR CONTRACTS</td>
<td>30</td>
</tr>
<tr>
<td>XV. OMNIBUS PROCUREMENT ACT</td>
<td>39</td>
</tr>
<tr>
<td>XVI. GENERAL GUARANTEE</td>
<td>40</td>
</tr>
<tr>
<td>XVII. RELEASE</td>
<td>41</td>
</tr>
<tr>
<td>XVIII. STANDARD PROVISIONS</td>
<td>41</td>
</tr>
<tr>
<td>XIX. AFFIRMATIVE ACTION FOR CONTRACTS</td>
<td>44</td>
</tr>
<tr>
<td>XX. 2005 PROCUREMENT LOBBYING LAW</td>
<td>49</td>
</tr>
<tr>
<td>XXI. CONTRACTOR CERTIFICATION</td>
<td>50</td>
</tr>
<tr>
<td>XXII. NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE</td>
<td>50</td>
</tr>
<tr>
<td>XXIII. DISPUTES AND CLAIMS</td>
<td>52</td>
</tr>
<tr>
<td>XXIV. ASSIGNMENTS</td>
<td>55</td>
</tr>
</tbody>
</table>
ARTICLE I – DEFINITIONS

BID - An offer to furnish a described Commodity or service at a stated price in accordance with the Contract Documents.

BIDDER - Any person, partnership, firm, corporation or other authorized entity submitting a Bid to the Dormitory Authority.

COMMODITY - Materials, supplies and equipment.

CONTRACT - The agreement between the Owner and the Contractor consisting of the Contract Documents including all amendments and supplements thereto.

CONTRACT DOCUMENTS - Shall be deemed to include the Notice to Bidders or the Request for Proposal, the Bid or Proposal submitted by the Contractor, the Contract, the General Conditions, Supplemental Specifications, Plans, Specifications, all Bonds, all Addenda and any supplemental data, together with each and every provision required by law to be inserted in this Contract, which shall be deemed to be inserted herein, and the Contract shall be read and enforced as though so included herein.

CONTRACTOR - A person, partnership, firm or other authorized entity with whom the Contract is entered into by the Owner to do the work.

DORMITORY AUTHORITY - The Dormitory Authority of the State of New York, a public benefit corporation with its principal office located at 515 Broadway, Albany, NY 12207, which may also be referred to as the Authority in the Contract Documents.

EXTRA WORK – Any work in addition to the Work initially required to be performed by the Contractor pursuant to the Contract.

FALSE REPRESENTATION - This Action takes place when a person has knowledge of the value of the work and materials supplied performed or proposed (the “Information”) constituting the claim, change order or application of payment and either (i) acts in deliberate ignorance of the truth or falsity of the Information or (ii) acts in reckless disregard of the truth or falsity of the Information.

INSTALL - To unload at the delivery point at the site and perform every operation necessary to establish secure mounting and correct operation at the proper location.

LATE BIDS - A bid received in the designated office of the Dormitory Authority after the time and date established in the Notice to Bidders for the bid opening.

NOTICE TO BIDDERS – The documents used by the Authority that details the terms, conditions, specifications and required qualifications of Bid. May also be referred to as an Invitation for Bid.
ARTICLE II – BIDS AND PROPOSALS

1. The date and time of bid opening or the proposal due date will be given by the Notice to Bidders or the Request for Proposal.
2. All bids and proposals are to be submitted on forms provided by the Dormitory Authority.
3. All bids must be sealed. Telegraphic or telephone bids will not be considered.
4. The Bidder or Proposer must provide all information as required by the Notice to Bidders or Request for Proposals.
5. Each bid shall be construed to be completely in accordance with the Specifications unless the Bidder explains all deviations in detail on a separate letterhead attached to the Bid.
6. Prices and information required by the Notice to Bidders or the Request for Proposals, except the signature of the bidder, or Proposer should be typewritten or printed legibly. Submissions written in pencil may be rejected.

7. In all Notice to Bidders and Request for Proposals, the words “or equal” are understood to appear after each reference to a Commodity giving manufacturer's name or catalog reference. Should “or equal” Commodities not be accepted, this will be stated clearly in the Notice to Bidders or the Request for Proposal. If bidding or proposing Commodities other than those specified, the Bidder or Proposer must in every instance give the trade designation of the Commodity, manufacturer's name and detailed specifications of the Commodity to be furnish. Comparable products will be considered if proof of comparability is provided. The Owner's decision as to acceptance of the product as an “or equal” will be final. The burden of proof and all costs related thereto concerning the “or equal” nature of the substitute item, whether approved or disapproved, shall be borne by the Contractor.

8. The Dormitory Authority reserves the right to award a contract, or contracts, on the basis of the lowest bid for each item set forth in the Notice to Bidders or as in the case of Requests for Proposals, on the basis of the proposal judged to be the “best value”.

9. When bids are requested on a by-item or by-lot basis, a Bidder must designate the item or lot cost or a no charge. Items or lots left undesignated will be determined as not being bid.

10. The Bidder must insert the price per unit specified, and the price extension for each item in this bid if required. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices must be extended in decimals, not fractions.

11. Prices must be net, including transportation, delivery charges and applicable taxes fully prepaid by Contractor to the designation(s) indicated.

12. Bidders are cautioned to verify their bids before submission, as bids and amendments to bids or requests for withdrawal of bids received by the Authority after the time specified for the bid opening may not be considered. Should any error appear in the Specifications or Drawings, such error should be brought to the attention of the Owner immediately.

13. All bids will be opened publicly.
14. A Late Bid will be returned to the sender unopened and will not be considered in awarding a contract.

15. Before making an award:

   A) The Dormitory Authority reserves the right before making an award to make investigations as to whether or not the Commodities, qualifications or facilities offered by the Bidder or Proposer meet the requirements set forth in the Notice to Bidders or Request for Proposal and are sufficient to insure the proper performance of the Contract.

   B) If required by the Supplemental Specifications, the Bidder or Proposer agrees to furnish the Owner a Performance Bond and/or Labor and Material Payment Bond in the amount and form approved by the Owner, the cost thereof to be paid for by the Owner. The cost of such Bonds shall be included by the Bidder or Proposer in the bid or proposal amount. The cost of such Bonds shall be included by the Bidder or Proposer in the bid or proposal offered in compliance with Article XIV, Section 11 - Contract Security.

16. The Dormitory Authority reserves the right to reject any and all bids or proposals in whole or in part and to waive technicalities, irregularities and omissions, if, in its judgment, the best interest of the Dormitory Authority will be served.

17. Contracts shall be awarded to the lowest responsible Bidder or the responsible Proposer that submits the Proposal judged to be the “best value”.

18. The Dormitory Authority reserves the right to make awards within one hundred twenty (120) days after the date of the bid opening or proposal due date, during which period bids or proposals shall not be withdrawn.

19. If two or more bidders submit identical bids as to price, the decision of the Dormitory Authority to award a Contract to one or more of such identical bidders shall be final.

20. A Contract awarded by the Dormitory Authority shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the Authority beyond the moneys available therefore.

21. All bids shall be received with the understanding that the acceptance thereof in writing by the Dormitory Authority shall constitute the Contract between the Bidder and the Dormitory Authority. The mailing of either a Contract award or of a Purchase Order to the address on the bid shall be sufficient notice of such acceptance.
22. Unless otherwise specified, the quantities listed in the Notice to Bidders or Request for Proposal are subject to change to conform with the Dormitory Authority requirements. The quantities listed are estimated only and the Contract shall be for the quantities actually ordered.

23. Unless terminated or cancelled by the Dormitory Authority, Contracts will remain in force for the period specified or until all Commodities ordered before the termination date shall have been satisfactorily delivered and accepted.

24. Unless otherwise authorized in writing by the Dormitory Authority, no Commodities are to be shipped or delivered until an official Purchase Order or Contract is received from the Dormitory Authority.

25. Without the prior consent, in writing, of the Dormitory Authority, the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or the right, title, duties or interest therein or the power to execute any Contract to any other person, company or corporation.

26. It is hereby understood between the parties hereto that the relationship created by the Contract Documents between the Dormitory Authority and the Contractor is one of independent contractor and it is in no way to be construed as creating an agency relationship between said parties nor is it to be construed as in any way or under any circumstances to be creating or appointing the Contractor as an agent of the Authority for any purpose whatsoever.

27. If the same or a smaller quantity of a Commodity is sold by a Contractor holding a contract with the State of New York for such Commodity at a price below the state contract price, the price to the Dormitory Authority shall be reduced to the lower amount

**ARTICLE III -SAMPLES**

1. The Dormitory Authority reserves the right to request a representative sample of a Commodity at any time. The sample shall be furnished within a reasonable period of time as specified by the Authority.
2. If the sample, in the judgment of the Dormitory Authority, is not in accordance with the requirements of the specifications and Notice to Bidders or the Request for Proposal, the Dormitory Authority may in its sole discretion permit a period of time for a reworking of the sample or reject the bid or proposal.

3. When samples are required, failure to submit them in accordance with instructions may be sufficient cause for rejecting a bid or proposal.

4. When an accepted sample exceeds the minimum Specifications, all Commodities delivered will be of same quality and identity as the sample.

5. Samples must be submitted free of charge and be identified with the firm’s name, address and the Dormitory Authority Bid or Proposal number.

6. All samples are subject to tests in the manner and place designated by the Dormitory Authority. Samples consumed or made useless by testing will not be returned to the Bidder or Proposer.

7. Where testing has not impaired the sample, the unsuccessful Bidders or Proposer shall, at no charge to the Dormitory Authority, remove said sample within fourteen (14) days from date of notification. Failure to remove samples within the designated period shall constitute abandonment of the sample and its disposition shall be at the discretion of the Dormitory Authority.

8. The Dormitory Authority may hold samples during the entire term of the Contract for comparison with deliveries.

9. A Notice to Bidders or Request for Proposal may indicate that the Commodity to be purchased must be equal to a sample on display in a designated place. Failure on the part of the Bidder or Proposer to examine such sample shall NOT entitle him to any relief from the conditions imposed in the Notice to Bidders, Specifications and other Contract Documents.

ARTICLE IV - DRAWINGS

1. Rough and shop drawings shall be furnished as deemed necessary and required by the Specifications. Such drawings shall be consistent with the Contract Documents and shall be considered as forming part of the Specifications and the Contract to which they relate.

2. All lettering on the drawings shall be considered a part of the drawings.
3. Approval by the Dormitory Authority of shop drawings for any Commodity or a facility in which a Commodity is to be located, will not relieve the Contractor from responsibility for furnishing the same of a proper dimension, size, quantity and quality, to efficiently perform the work and carry out the requirements and intent of the layout or descriptive drawings forming part of the Contract Documents. Such approval shall not relieve the Contractor from responsibility for errors of any sort in the shop drawings. The Contractor will take actual measurements of the areas in which Commodities are to be located. If the shop drawings deviate, or are intended to deviate from the layout or descriptive drawings or Specifications or other Contract Documents, the Contractor shall advise the Dormitory Authority, in writing, at the time the shop drawings are submitted stating the difference in value between the Contract requirements and that denoted by said shop drawings.

4. Rough and shop drawings will be examined by the Dormitory Authority and, if necessary, will be returned to the Contractor for correction. After the corrections have been made, the Contractor shall resubmit to the Dormitory Authority as many copies as required for final approval.

5. All drawings and copies thereof shall become the property of the Dormitory Authority and such drawings shall not be used on any other project unless permitted in writing by the Authority.

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**ARTICLE V - DELIVERY**

1. Delivery must be made as ordered and in accordance with the Contract Documents. Unless otherwise specified, delivery shall be made within thirty (30) days of receipt of Purchase Order by the Contractor. The decision of the Dormitory Authority as to reasonable compliance with delivery terms shall be final.

2. Delivery dates are approximate and reflect current construction schedules. Contractors are required prior to initiation of production to verify delivery schedules with the Dormitory Authority. Should a schedule change be necessary at that time the Contractor will be given a new schedule not to exceed six (6) months beyond the original delivery date, as shown on the Purchase Order and the Dormitory Authority shall incur no additional charges.
3. The Dormitory Authority will not schedule any deliveries for Saturdays, Sundays or legal holidays, unless mutually agreed to by the Contractor and the Dormitory Authority.

4. Commodities shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks. The container shall remain the property of the Dormitory Authority unless otherwise specified in the Contract Documents.

5. Point of Destination: All deliveries shall be unloaded at the location stated in the Contract Documents.

6. Commodities purchased at a price f.o.b. shipping point plus transportation charge are understood to be purchased on an f.o.b. point of destination basis. Title shall not pass until Commodities have been received and accepted at the destination.

7. Deliveries shall be accompanied by packing lists that conform to itemized listings provided on the Purchase Order.

8. When Commodities are rejected, they must be removed by the Contractor from the premises within five days of notification. Rejected items left longer than five days will be regarded as abandoned and the Dormitory Authority shall have the right to dispose of them as its own property.

9. Upon failure of the Contractor to deliver Commodities or services within the time specified or failure to make prompt replacement of rejected Commodities when so requested, the Dormitory Authority may arrange for those Commodities or services to be provided by other sources. On all such procurements the Contractor agrees to reimburse the Dormitory Authority promptly for costs in excess of the Contract cost. Should the cost be less than the Contract price, the Contractor shall have no claim to the difference. The Dormitory Authority may deduct such purchases from Contract quantity.
ARTICLE VI - CONTRACTS INVOLVING INSTALLATION

1. The Contractor shall clean up and remove all debris and rubbish resulting from their Work. Labor and materials (including any subcontracted labor or materials) shall be at the Contractor’s expense. Upon completion of all Work the premises shall be left broom clean, except for carpeted areas, which shall be vacuumed leaving the buildings in good repair and order.

2. Commodities, tools or materials may be stored at the site only upon the approval of the Dormitory Authority and at the sole risk of the Contractor.

3. Work shall be performed so as to cause the least inconvenience and with proper consideration for the rights of other contractors. The Contractor shall coordinate and promptly perform the Work to meet the progress of the Project.

4. Installation shall include but not be limited to all Work necessary to move equipment into and within the building(s); also the removal and resetting of any removable windows or doors necessary for moving equipment into and within the building(s).

5. Bidders shall acquaint themselves with conditions at the site by on-site inspection and shall assume all responsibility and expense at all times for delivery, distribution, placement and installation in the areas designated.

6. All materials used in installation shall be of the highest quality and shall be free from all defects, which would mar the appearance of the Commodity or render it structurally unsound.

7. The Contractor shall furnish adequate protection from damage to all Work and to other Work on the premises and to the premises and shall be responsible for the repair or replacement of all such damage of any kind to the satisfaction of the Owner.
8. Any labor, materials or means whose employment, or utilization during the course of the Contract may tend to or in any way cause or result in strike, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor, its subcontractors or material suppliers, or by any of the trades working in or about the buildings and premises where work is being performed under this Contract, or by other Contractors, their subcontractors or material suppliers pursuant to other contracts shall not be allowed. Any violation by the Contractor of this requirement may in the sole judgment of the Owner be considered as proper and sufficient cause for declaring the Contractor to be in default, and for the Owner to take action against the Contractor as set forth in the General Conditions Article VIII entitled “Termination” or such other action as the Owner may deem proper.

9. The Contractor shall provide the appropriate insurance as set out in Article XIV.

10. Without invalidating the Contract, the Owner may order Extra Work or make changes by altering, adding to, or deducting from the Work, the Contract consideration being adjusted accordingly. No claims for Extra Work shall be allowed unless such Extra Work is ordered in writing by the Owner. No changes in the Work shall be made unless such Work is ordered in writing by the Owner or Owner’s Representative. If the time for completion is affected by this change, the revised time for completion shall be included the change order. The Owner may order the Contractor to perform the Extra Work and proceed under the Dispute Article.

11. The amount by which the Contract consideration is to be increased or decreased by any change order may be determined by the Owner by one (1) or more of the following methods:
A. By applying the applicable unit price or prices contained in the Contract.

B. By estimating the fair and reasonable cost of the extra work:
   i. Labor, including all wages, required wage supplements and insurance required by law, paid to employees below the rank of superintendent directly employed at the Project. Wages are the prevailing rate of wages defined in the Contract Documents and supplemental updates.
   ii. Premiums or taxes paid by the Contractor for worker's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.
   iii. Materials, Equipment, excluding hand tools, which in the judgment of the Owner, would have been or will be employed in the Work. The Owner may employ the use of rental rates it deems most appropriate from the “Green Book”, the “Blue Book”, or from the Associated General Contractors of America. In no case will the equipment rental cost exceed the purchase price of the equipment. Self-owned equipment is defined to include equipment rented from Contractor-controlled or loosely affiliated companies. It is the duty of the Contractor to utilize either rented or self-owned equipment that is of a nature and size appropriate for the Work to be performed. The Owner reserves the right to determine reasonable and appropriate equipment sizing, and at the Owner’s discretion, it may adjust the costs allowed to reflect a smaller or less elaborate piece of equipment more suitable for performance of the extra Work.

C. By determining the actual cost of the Extra Work in the same manner as in paragraph 11.B. of this section, except that the actual costs of the Contractor shall be used in lieu of estimated costs.
12. The Owner shall have the option of determining by which method the Contractor shall proceed with said Extra Work. Wages are the prevailing rate of wages defined in the Contract Documents and supplemental updates. The Contractor will submit a signed and notarized Labor Rate Worksheet(s) to the Owner to be used to determine hourly rates for various classifications of workers. The Contractor agrees to provide documentation verifying costs and calculations at the Owner's request.

13. Regardless of the method used by the Owner in determining the value of a change order, the Contractor shall, within the time-frame given by the Owner, submit to the Owner or Owner's Representative a detailed breakdown of the Contractor's estimate of the value of the omitted or Extra Work.

14. Unless otherwise specifically provided for in a change order, the compensation specified therein for Extra Work includes full payment for the Extra Work covered thereby, and the Contractor waives all rights to any other compensation for said Extra Work, damage or expense.

15. The Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner shall give the Owner access to all accounts and records relating thereto, including records of subcontractors and material suppliers.

16. At the completion of the Project Work, the Owner will address increased bonding costs, if any, which may have resulted from Owner-issued changes in the Work, upon submission of satisfactory proof of Contractor's increased costs. The Owner will not pay overhead and profit on any increased costs for bonding.

17. At the completion of the Project Work, the Owner will address increased contractual liability insurance premium costs, if any, which may have resulted from changes in the Work upon submission of satisfactory proof of the Contractor's increased costs. The Owner will not pay overhead and profit on any increased costs for contractual liability insurance.
18. For Extra Work performed directly by the Contractor, whether a base cost is arrived at by estimated cost or actual cost method (as outlined), add to said base cost a sum equal to twenty percent, as depicted in the below Example A. (See Example D for an exception)

Example A.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Contractor Base Cost</td>
<td>$1,000</td>
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<tr>
<td>20% OH &amp; P Allowance</td>
<td>200</td>
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<tr>
<td>Total</td>
<td>$1,200</td>
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</table>

19. For extra work performed by a subcontractor under contract with the Contractor, where estimated or actual cost is Ten Thousand Dollars ($10,000.00) or less, add to the base cost a sum equal to twenty percent of said cost, for the benefit of the subcontractor. For the benefit of the Contractor, add an additional sum equal to ten percent of the Subcontractor base cost, as depicted in the below Example B.

Example B.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Subcontractor base cost</td>
<td>$1,000</td>
</tr>
<tr>
<td>20% Subcontractor OH &amp; P Allowance</td>
<td>200</td>
</tr>
<tr>
<td>Subcontractor Total</td>
<td>$1,200</td>
</tr>
<tr>
<td>10% Contractor Allowance on Base Cost</td>
<td>100</td>
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<tr>
<td>Total</td>
<td>$1,300</td>
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</tbody>
</table>

20. For extra work performed by a Subcontractor, under contract with the Contractor, which exceeds a base cost of Ten Thousand Dollars ($10,000) in estimated or actual costs (as outlined), add to the base cost a sum equal to twenty percent of said cost for the benefit of the subcontractor. For the benefit of the Contractor add an additional sum equal to ten percent of the first Ten Thousand Dollars ($10,000) of the subcontractor base cost, plus five percent of the next Ninety Thousand Dollars ($90,000) of the Subcontractor base cost, plus three percent of any sum in excess of One Hundred Thousand Dollars ($100,000) of the subcontractor base cost, as depicted in the below Example C.
Example C.

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<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Subcontractor Base Cost</td>
<td>$200,000.</td>
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<tr>
<td>20% Subcontractor OH &amp; P Allowance</td>
<td>40,000.</td>
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<tr>
<td>Subcontractor Total</td>
<td>$240,000.</td>
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<tr>
<td>10% Contractor Allowance on First $10,000 Base Cost</td>
<td>1,000.</td>
</tr>
<tr>
<td>5% on Next $90,000 Base Cost</td>
<td>4,500.</td>
</tr>
<tr>
<td>3% on Base Cost over $100,000</td>
<td>3,000.</td>
</tr>
<tr>
<td>Total</td>
<td>$248,500.</td>
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</table>

21. For extra equipment purchases by Prime or Subcontractors which exceeds a base cost of Ten Thousand dollars ($10,000) in estimated or actual costs, add to the base cost for the benefit of the Contractor a sum equal to ten percent of the first Ten Thousand dollars ($10,000) of the vendor base costs plus five percent of the next Ninety Thousand dollars ($90,000) of the vendor base cost, plus three percent of any sum in excess of One Hundred Thousand dollars ($100,000) of the vendors base cost. See Example D.

Example D.

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<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Vendor Base Cost</td>
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<tr>
<td>10% Prime or Subcontractor allowance on First $10,000 Base Cost</td>
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<tr>
<td>5% on Next $90,000 Base Cost</td>
<td>4,500.</td>
</tr>
<tr>
<td>3% on Base Cost over $100,000</td>
<td>3,000.</td>
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<tr>
<td>Prime or Subcontractor Total</td>
<td>$208,500.</td>
</tr>
<tr>
<td>10% Prime Contractor allowance on First $10,000 Base Cost when equipment is supplied by the Subcontractor. No other mark-up allowed.</td>
<td>1,000.</td>
</tr>
<tr>
<td>Total</td>
<td>$209,500.</td>
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</table>

22. No allowance shall be made for extra work performed by a Subcontractor not under direct contract with the Contractor. No allowance shall be paid on the premium portion of overtime pay. Where the Extra Work involves both an increase and a reduction in similar or related Work, the overhead and profit allowance shall be applied only to the cost of the increase that exceeds the cost of the reduction.

23. All change orders shall be processed, executed and approved in a written form that is acceptable to the Authority.
1. The Dormitory Authority will make payments after receipt of the Contractor's invoice and verification of the ordered Commodities or services.

2. In any case where a question of nonperformance of a Contract arises or any failure in any respect to conform to the Contract, payment may be withheld in whole or in part at the discretion of the Dormitory Authority. Should the amount withheld be finally paid, the Dormitory Authority may take a cash discount originally offered as if no delay in payment had occurred.

3. Any claim against a Contractor may be deducted by the Dormitory Authority from any money due the Contractor. If no deduction is made, the Contractor shall pay the Dormitory Authority the amount of such claim on demand. Submission of an invoice and payment thereof by the Dormitory Authority shall not preclude the Dormitory Authority from receiving upon demand a price adjustment in any case where the Commodities delivered are later found to deviate from the Specifications, Notice to Bidders or other Contract Documents. Any deliveries made which do not meet the requirements of the Specifications, Notice to Bidders or other Contract Documents may be rejected.

4. Owner's Right to Audit and Inspection of Records: The Contractor shall maintain and keep, for a period of at least six (6) years after the date of final payment, all records and other data relating to the Work, including records of Subcontractors and material suppliers. The Owner or the Owner's Representative shall have the right to inspect and audit all records and other data of the Contractor, Subcontractors and material suppliers relating to the Work.
5. Electronic Payments Program: The Dormitory Authority reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments due to Contractor hereunder. Prior to implementing an Electronic Payment Program, the Dormitory Authority shall provide the Contractor written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Contractor shall only be rendered electronically, unless payment by paper check is expressly authorized by the Dormitory Authority. Commencing on or after the Electronic Payment Effective Date Contractor further acknowledges and agrees that the Dormitory Authority may withhold any request for payment hereunder, if the Contractor has not complied with the Dormitory Authority’s Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by the Dormitory Authority.

**ARTICLE VIII - TERMINATION**

1. Termination for Cause: In the event that any provision of the Contract is violated by the Contractor, the Owner may serve written notice upon the Contractor, and upon the Contractor’s surety, if any, of the Owner’s intention to terminate the Contract, said notice shall contain the reasons for said intention to terminate the Contract upon a date specified by the Owner. If said violation or delay shall not cease or arrangements satisfactory to the Owner shall not be made, the Contract shall terminate upon the date so specified by the Owner. In the event of any said termination, the Owner may take over the Work and prosecute same to completion by Contract or otherwise for the account and at the expense of the Contractor, and the Contractor and Contractor’s surety shall be liable to the Owner for all costs occasioned the Owner thereby. In the event of said termination the Owner may take possession of and may utilize any Commodities, as may be on the premises and necessary or useful in completing the Work.
2. Termination for Convenience of Owner: The Owner, at any time, may terminate the Contract in whole or in part. Any said termination shall be effected by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which said termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from said termination. The Owner shall pay the contractor the costs actually incurred by the Contractor up to the effective date of said termination, but in no event shall the Contractor be entitled to compensation in excess of the total consideration of the Contract. In the event of said termination the Owner may take over the Work and prosecute same to completion by Contract or otherwise and may take possession of and may utilize such Commodities as may be on the premises and necessary or useful in completing the Work.

3. Owner’s Right to do Work: The Owner may, after notice to the Contractor, without terminating the Contract and without prejudice to any other right or remedy the Owner may have, perform or have performed by others all of the Work or any part thereof and may deduct the cost thereof from any moneys due or to become due the Contractor.

4. Suspension: The Owner shall have the right to suspend performance of the Contract in part or in whole, and any such action on its part shall in no event be deemed a breach of Contract, and if such action is not due to the fault of the Contractor, the Contractor shall be paid for services performed and expenses incurred prior to the date of such suspension, including any and all sums then due in accordance with the provisions of the Contract.

ARTICLE IX – LABOR LAW PROVISIONS

1. It is hereby agreed that all applicable provisions of the Labor Law of the State of New York shall be carried out in the performance of the Work.

2. The Contractor specifically agrees, as required by Labor Law Sections 220 and 220-d, that:
A. no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or any part of the Work contemplated by the Contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week, except in the extraordinary emergencies set forth in the Labor Law;

B. the wages paid for a legal day’s work shall be not less than the prevailing rate of wages as defined by law;

C. the minimum hourly rate of wage to be paid and supplement provided shall be not less than that stated in the Contract and as shall be designated by the Industrial Commissioner of the State of New York;

D. the Contractor and every subcontractor shall post in a prominent and accessible place on the Site, a legible statement of all minimum wage rates and supplements to be paid or provided for the various classes of laborers and mechanics to be engaged in the Work and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

E. the Contractor shall be responsible for obtaining prevailing wage rate updates directly from the New York State Department of Labor, either by accessing its website (www.labor.state.ny.us) or by faxing a written request to the Bureau of Public Work at (518) 485-1870.

3. The minimum wage rates, if any, herein specified for apprentices shall apply only to persons working with the tools of the trade which such persons are learning under the direct supervision of journeymen mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor or any Subcontractor shall not exceed the number permitted by the applicable standards of the New York State Department of Labor, or in the absence of such standards, the number permitted under the usual practice prevailing between the unions and the employers' association of the respective trades or occupations.

4. All employees of the Contractor and each subcontractor shall be paid in accordance with the provisions of the Labor Law.
5. The Contractor agrees that, in case of underpayment of wages to any worker engaged in the Work by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due an amount sufficient to pay such worker the difference between the wages required to be paid under the Contract and the wages actually paid such worker for the total number of hours worked, and that the Owner may disburse such amount so withheld by the Owner for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the Owner pursuant to other provisions of the Contract.

6. Pursuant to subdivision 3 of section 220 and section 220-d of the Labor Law, the Contract shall be forfeited and no sum paid for any Work done hereunder upon a Contractor’s or a subcontractor’s second conviction for willfully paying or providing less than:

   A. the stipulated wage scale or supplement as established by the fiscal officer, or
   B. less than the stipulated minimum hourly wage scale as designated by the Industrial Commissioner.

7. Pursuant to Labor Law, Section 220-e, the Contractor specifically agrees:

   A. That in the hiring of employees for the performance of Work under the Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, but limited to operation performed within the territorial limits of the State of New York, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or subcontractor, 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;

   B. That no Contractor, subcontractor, nor any person on behalf of such Contractor or Subcontractor shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the Contract on account of race, creed, color, disability, sex or national origin;

   C. That there may be deducted from the amount payable to the Contractor, by the Owner under the Contract, a penalty of fifty ($50.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms of the Contract; and
D. That the Contract may be cancelled or terminated by the Owner and all moneys
due or to become due hereunder may be forfeited for a second or any
subsequent violation of the terms or conditions of this section of the Contract.

8. In the case of Contracts which there are prevailing wage requirements, the Contractor
specifically agrees:

That the Contractor will certify its payrolls and keep these certified records on site and
available, and provide copies to the Owner with each invoice presented for payment.
That, as part of the required posting of wage schedules, the Contractor will display on
the jobsite, in a conspicuous place, posters and wallet-size cards supplied by the
Department of Labor which inform employees of their entitlement to receive prevailing
wages and supplements as determined by the Department of Labor.

That the Contractor will provide each worker with a written notice informing the worker of
the prevailing wage requirements for the job. The notice shall contain a simple statement
or declaration for the worker’s signature, which the Contractor shall obtain, attesting to
the fact that the worker was given this information. Records must be maintained on site
and made available, and copied to the Owner upon request.

9. If the project is Federally funded in part or whole and therefore subject to the
requirements of the Davis Bacon Act, the U.S. Department of Labor’s government-wide
implementation of the Act, or to Federal program legislation, the Contractor must pay the
higher of either New York State prevailing wage rates or wages established for the
locality of the project by the Federal Department of Labor.

**ARTICLE X - NONDISCRIMINATION**

During the performance of the Work, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment
because of race, creed, color, sex, national origin, age, disability or marital status.
2. If directed to do so by the Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers with which the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor’s agreement under clauses 1 through 7 (hereinafter called “nondiscrimination clauses”). If the Contractor was directed to do so by the Owner as part of the bid or negotiation of the Contract, the Contractor shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these nondiscrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If such a labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commissioner of Human Rights of such failure or refusal.

3. If directed to do so by the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses A and B and such provisions of the State’s laws against discrimination as the State Commissioner of Human Rights shall determine.

4. The Contractor will state, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability or marital status.
5. The Contractor will comply with the provisions of Section 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these nondiscriminatory clauses and such sections of the Executive Law, and will permit access to the Contractor’s books, records and accounts by the State Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

6. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these nondiscrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these nondiscrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor and an opportunity has been afforded the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

7. The Contractor will include the provisions of clauses 1 through 6 above in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.
ARTICLE XI – SURVEYS, PERMITS AND REGULATIONS

1. Unless otherwise expressly provided for in the Specifications or other Contract Documents, the Owner will furnish to the Contractor all surveys necessary for the execution of the Work, but the Contractor shall lay out the Work.

2. The Contractor shall procure and pay for all permits and licenses necessary for the execution of the Work and the use of such Work when completed.

3. The Contractor shall comply with all the laws, ordinances, rules, orders and regulations relating to the performance of the Work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

4. All Commodities furnished by the Contractor and the manners of installation shall comply with the standards required pursuant to the provisions of the Federal Occupational Safety and Health Act, as amended.

ARTICLE XII – PATENTS

1. The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented inventions, process, article or appliance manufactured or used in the performance of the Contract by the Contractor or the Owner, unless otherwise specifically stipulated in the Contract Documents.

2. License or Royalty Fees: License and royalty fees for the use of process which is authorized by the Owner of the Project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

3. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the Work.
The Contractor and the Contractor’s sureties shall indemnify and save harmless the Owner of the Project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with Work agreed to be performed under the Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

ARTICLE XIII – PROTECTION OF RIGHTS, PERSONS AND PROPERTY

1. Accident Prevention
   The Contractor shall, at all times, take every precaution against injuries to persons or damage to property and for the safety of persons on or about the site or engaged in the performance of the Work.

2. Safety Programs
   The Contractor shall be responsible for the initiation, maintenance and supervision of safety precautions and programs in connection with the Work.

3. Protection of Work and Property
   A. The Contractor shall, at all times, guard and protect the Owner’s property including Contractor’s work from injury or loss in connection with the Work. The Contractor shall replace or make good any said loss or injury unless said loss or injury is caused directly by the Owner.
   B. The Contractor shall have full responsibility to protect and maintain all materials and supplies on and off site in proper condition and forthwith repair, replace and make good any damage thereto until the Work is completed. The Contractor shall maintain an inventory of all materials and supplies for the Project that are delivered to the Site or approved for Off-Site storage facilities.
   C. The Contractor shall report any loss, theft, burglary, vandalism or damage of materials or installed Work to the owner’s Representative and Risk Management Unit by phone and fax as soon as it is discovered. If vandalism, theft, or burglary are suspected as the cause of the loss, the Contractor shall notify site security personnel and the municipal police. The Contractor shall also protect the place of the loss until released from protection by the Owner or the Owner’s Representative. The Contractor shall insure that no potential evidence relating to the loss is removed from the place of the loss until the Owner or Owner’s
Representative has inspected the site. Failure to provide timely notice to the Owner or protect the site and evidence will disqualify the Contractor from any potential recovery under Owner-held insurance policies.

4. Adjoining Property

The Contractor shall protect all adjoining property and shall repair or replace any said property damaged or destroyed by the Contractor during the progress of the Work.

5. Protection of Lives and Health

A. Each Contractor and Subcontractor shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America and with all applicable rules and regulations adopted or promulgated by agencies or municipalities. The Contractor’s and Subcontractor’s attention is specifically called to the applicable rules and regulations, codes and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended. The Contractor shall report on compliance to the Owner or Owner’s Representative at the weekly safety meetings.

B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of Work under the Contract, and shall immediately notify the Owner in writing of any injury which results in hospitalization or death. The Contractor shall provide to the Owner a copy of Form C-2, Employers Report of Injury/ Illness within twenty-four (24) hours of any job-related injury on the Owner’s job site. Further, a copy of the OSHA Log of Injury and Illness shall also be provided to the Owner for any reporting period in which a job-related injury or illness is recorded. The Contractor shall also provide a list of witnesses to the Owner. The list shall include at least the full name, home address, occupation and telephone number of each person who saw or has knowledge of the incident which caused the injury or illness.

C. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the Contractor’s Work, plant, appliances and methods, and for any damage which may result from the failure or the improper construction, maintenance, or operation of such Work, plant, appliances and methods.
D. If, in the performance of the Work, a harmful hazard is created for which appliances or methods of elimination have been approved by regulatory authorities, the Contractor shall install, maintain and operate said appliances or methods.

E. The Owner or Owner’s Representatives may inspect the job site at any time without notice to the Contractor. If the Owner finds that the Contractor is not complying with Section 5, the Owner may send written notice to the Contractor to correct any deficiency. Upon reinspection, if the Owner finds the deficiencies have not been corrected, or in instances where a safety violation(s) must be corrected before work continues and the Contractor is given three (3) hours to make correction(s) and they are not made, the Owner may let a separate contract to correct any deficiencies and charge back the cost of the separate contract to the Contractor at a premium rate. The Contractor cannot pass these additional charges on to the Owner. No action taken under this section shall be deemed as a basis for any delay claim or any other claim against the Owner by the Contractor.

F. The Contractor shall preserve and safeguard the scene of any accident involving a ladder, scaffold, mobile machinery, equipment, safety railing or uncovered floor opening or any other incident where the injured person required emergency medical treatment. The Contractor shall “tape off” the area, and not allow any material object or property to be altered, changed, moved or removed from the accident site. In addition to “taping off” the accident site, the Contractor shall telephone and fax the Owner immediately, and post a person at the accident site to protect it. Safeguarding and protecting the accident site shall only be abandoned by the Contractor upon release by the Owner or the Owner’s Representative. Failure of the Contractor to comply with the provisions of this paragraph shall be deemed a breach of the Contract. In addition to any other contractual remedies available, the Owner may satisfy the breach by imposing the penalties set out in Section 5.E., or void the entire Contract and retain any or all amounts due the Contractor under the Contract.

6. Risks Assumed by the Contractor: The Contractor solely assumes the following distinct and several risks whether said risks arise from acts or omissions, whether supervisory or otherwise, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the Work, and whether said risks involve any legal duty, primary or
otherwise, imposed upon the Owner, excepting only risks which arise from faulty
designs as shown by the plans and specifications or from affirmative acts of the
Owner or the Owner's members, officers, representatives or employees committed with
intent to cause the loss, damage or injuries hereinafter set forth:

i. The risk of claims, just or unjust, by third persons against the Contractor or
the Owner, the Client, and the Construction Manager on account of wrongful
death, bodily injuries and property damage, arising or alleged to arise out of
or as a result of or in connection with the performance by the Contractor of
the Work, whether actually caused by or resulting from the performance of
the Work, or out of or in connection with the Contractor's operations or
presence at or in the vicinity of the site. The Contractor shall bear the risk for
all deaths, injuries, damages or losses sustained or alleged to have been
sustained prior to the construction completion of the Work, or resulting from
the Contractor's negligence or alleged negligence which is discovered,
appears, or is manifested after the completion of the Work and acceptance
by the Owner.

ii. The risk of loss or damage, to the Work or to any plant, equipment, tools,
materials or property furnished, used, installed or received by the Owner, the
Construction Manager, the Contractor or any Subcontractor, materialmen or
workmen performing services or furnishing materials for the Work. The
Contractor shall bear said risk of loss or damage until the Work is completed
or until completion or removal of said plant, equipment, tools, materials or
property from the site and the vicinity thereof, whichever event occurs last. In
the event of said loss or damage, the Contractor shall timely repair, replace
or make good any said loss or damage after notification to the Owner's
Representative and Risk Management Unit.
iii. The Contractor assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever, including death resulting there from, to all persons, whether employees of the Contractor or otherwise, and to all property, caused by, resulting from, arising out of, or occurring in connection with the execution of the Work. If any person shall make said claim for any damage or injury, including death resulting there from, or any alleged breach of any statutory duty or obligation on the part of the Owner, the Client, the Owner's Representative, Construction Manager, servants and employees, the Contractor shall assume the defense and pay on behalf of the Owner, the Client, the Owner's Representative, the Construction Manager, servants and employees, any and all loss, expense, damage or injury that the Owner may sustain as the result of any claim. The Contractor agrees to assume, and pay on behalf of the Owner, the Client, and the Owner's Representative, Construction Manager, servants and employees, the defense of any action at law or equity which may be brought against the Owner, the Client and the Owner's Representative, Construction Manager, servants and employees. The assumption of defense and liability by the Contractor includes, but is not limited to, the amount of any legal fees associated with defending, all costs of investigation, expert evaluation and any other costs including any judgment or interest or penalty that may be entered against the Owner, the Client, and the Owner's Representative, Construction Manager, servants and employees, in any said action.

iv. The Contractor's obligations under this Article shall not be deemed waived, limited or discharged by the enumeration or procurement of any insurance for liability for damages. The Contractor shall notify its insurance carrier within twenty four (24) hours after receiving a notice of loss or damage or claim from the Owner or Owner’s Client. The Contractor shall make a claim on its insurer specifically under the provisions of the contractual liability coverage and any other coverage's afforded the Owner or the Client including those of being an additional insured where applicable.
v. Neither Final Acceptance of the Work nor making any payment shall release the Contractor from the Contractor’s obligations under this Article. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which the Contractor is responsible shall not be deemed to limit the effect of the provisions of this Article or to imply that the Contractor assumes or is responsible for only risks or claims of the type enumerated; and neither the enumeration in this Article nor the enumeration elsewhere in the Contract of particular risks assumed by the Contractor of particular claims for which the Contractor is responsible shall be deemed to limit the risks which the Contractor would assume or the claims for which the Contractor would be responsible in the absence of said enumerations.

vi. The Contractor agrees that any unsatisfied claim of the Owner and/or Client arising from obligations in this Article and/or Article XIII shall be set off or deducted from payments due the Contractor.

**ARTICLE XIV – INSURANCE AND CONTRACT SECURITY FOR CONTRACTS INVOLVING INSTALLATION OF COMMODITIES**

1. The Contractor shall procure and maintain all of the insurance required under this Article until all work, including punch list items, is complete.

The Contractor and each Subcontractor of every tier shall provide insurance as follows:

A. Workers’ Compensation Law Requirements
   a. Workers’ Compensation (including occupational disease) and Employer’s Liability New York Statutory Endorsement with a minimum limit of one million Dollars ($1,000,000) as evidenced by **ONE** of the following **(ACORD certificates are not acceptable)**:

   1) C-105.2 (September 2007, or most current version) - Certificate of Workers Compensation Insurance. The insurance carrier will provide a completed form as evidence of in-force coverage.

   2) U-26.3-Certificate of Workers Compensation Insurance from the State Insurance Fund. The State Insurance Fund will provide a completed form as evidence of in-force coverage.

   3) GSI-105.2/SI-12-Certificate of Workers Compensation Self Insurance. The NYS Workers’ Compensation Board’s Self
Insurance Office or the contractor’s Group Self Insurance Administrator will provide a completed form.

b. Disability Benefits

1) DB-120.1 (May 2006, or most current version) – Certificate of Insurance Coverage Under the NYS Disability Benefits Law. The insurance carrier will provide a completed form as evidence of in-force coverage.

2) DB-155-Certificate of Disability Self Insurance. The NYS Workers’ Compensation Board’s Self Insurance Office will provide a completed form.

3) CE-200-Certificate of Attestation of Exemption. (Note: This form will only be accepted as evidence of an exemption from providing Disability Benefits insurance as required by law. The Authority will not accept this as an exemption from providing Workers’ Compensation Insurance.) The Certificate may be obtained from the NYS Workers Compensation Board’s website at www.wcb.state.ny.us/content/main/forms.htm. The CE-200 cannot be used for multiple projects. Therefore, a new form will have to be completed prior to award of any subsequent contracts.

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

(Certificates and affidavits may be obtained at the NYS Workers Compensation Board’s website at www.wcb.state.ny.us/content/main/forms.htm. Affidavits must be stamped as received by the NYS Workers Compensation Board. All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.)

iv. United States Longshoremen and Harbor workers’ Compensation Act (if applicable)-if a contractor or subcontractor is engaged in maritime activities on or near the navigable waterways of the United States, the Workers’ Compensation policy should be endorsed to provide this coverage.

B. Commercial General Liability (CGL) with a combined single limit for bodily injury, personal injury and property damage of at least $2,000,000 per occurrence & aggregate. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Coverage shall provide and encompass at least the following:
i. Written on an occurrence form;

ii. An endorsement naming the Dormitory Authority - State of New York, the Client, the Construction Manager (if applicable), and other entities as additional insured as specified on the Dormitory Authority Sample Certificate of Insurance in the Supplement to Information for Bidders.

iii. Policy or policies must be endorsed to be primary as respects the coverage afforded the Additional Insured and such policy shall be primary to any other insurance maintained by the Owner. Any other insurance maintained by the Owner shall be excess of and shall not contribute with the Contractor’s or Subcontractor’s insurance, regardless of the “other insurance” clause contained in the Owner’s own policy of insurance. A copy of the endorsement reflecting this requirement may be requested by the Owner.

iv. Excavation, Collapse and Underground Hazards (where applicable);

v. Independent Contractors;

vi. Blanket Written Contractual Liability covering all indemnity Agreements, including all indemnity obligations contained in the General Conditions;

vii. Products and Completed Operations Coverage for a term no less than three years.

C. Commercial Automobile Liability and Property Damage Insurance covering all owned, leased, hired and non-owned vehicles used in connection with the Work with a combined single limit for Bodily Injury and Property Damage of at least $1,000,000 each person/each accident. The limit may be provided through a combination of primary and umbrella/excess liability policies.

D. Umbrella and/or Excess Liability policies used to follow the form of the CGL, Automobile Liability and Employers Liability limits shown above may be warranted to be in excess of limits provided by primary CGL, Automobile Liability and Employer’s Liability, but not excess to other insurance maintained by the Owner. The Owner may request a copy of the Umbrella/Excess Liability Policy Declarations Page and the Underlying Schedule of Insurance.
E. Asbestos Abatement Contractors and Subcontractors Only

Asbestos Abatement Contractors Liability with a limit of $2,000,000 per occurrence and aggregate. Coverage shall provide and encompass at least the following:

i. An endorsement naming the Dormitory Authority - State of New York, the Client, the Construction Manager (if applicable), and other entities as additional insured as specified on the Dormitory Authority Sample Certificate of Insurance in the Supplement to Information for Bidders.

ii. Coverage is on an “occurrence basis”.


Coverage shall provide and encompass at least the following:

i. Pollution Liability with a combined single limit of $2,000,000 per occurrence/$2,000,000 aggregate;

ii. Endorsement naming the following as additional insured’s: Dormitory Authority of the State of New York, The State of New York, the Construction Manager (if applicable) and other entities specified on the sample Certificate of Insurance provided by the Owner, if coverage is on an occurrence basis;

iii. If coverage is on a claims-made policy form then an extended reporting provision of up to three years after Work is completed is required. If coverage is cancelled or not renewed, then the Contractor must purchase the extended reporting provision for a period of three years for claims made during the project but reported after the cancellation of the coverage; and

iv. A maximum Self-Insured Retention of $50,000, or an amount approved by Owner.

G. For Projects/Work in close proximity to railways that the Contractor determines will require entrance upon railway right of way, the Contractor must provide Railroad Protective Liability coverage. Policy forms AASHO or ISO-RIMA will be required and must be submitted prior to award of Contract.

For information and use, the Transit Authority provides the following information:
A Railroad Protective Liability policy covering Work to be performed at the job site and affording protection for damages arising out of bodily injuries or death, an injury to or destruction of property, will be required. The Protective Liability insurance policy (I.S.O. Form CG 00 35 11 85 or equivalent) must name the New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), Staten Island Rapid Transit Operating Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies, the City of New York and all other indemnified parties as Named Insured with limits of liability of $2,000,000 each occurrence on a combined single limit basis (aggregate must be at least $4,000,000) for injuries (bodily injuries, including death and personal injuries) to persons and for damage to property and physical damage to all property owned by, leased by or in the care, custody and control of the Transit Authority.

H. Off-Site Storage for Convenience of Owner. Should the Contractor be required to store job-related materials off the job site for the convenience of the Owner, the Contractor shall procure builder’s risk or inland marine insurance with a limit of coverage sufficient to replace the full value of the material in storage. The Owner shall be a named insured on the insurance policy, cost thereof to be paid by the Owner.

I. Transit Coverage. If the Contractor is long distance or local moving, transfer or cartage company, the Contractor shall provide all risk transit insurance at replacement cost for the full value of the materials, furnishings, equipment or products being shipped, moved or transported for the Owner.

2. Prior to award of Contract, one original Certificate of Insurance, showing evidence of coverage of all insurance required under the contract, must be submitted to the Purchasing Unit and approved by the Owner prior to the commencement of Work. It is further agreed that if the insurance policy’s term stated on the certificate expires, it is the responsibility of the contractor to provide an updated certificate of insurance to the Risk Management Unit 30 days prior to expiration of the insurance. Non-compliance to this request will result in the Owner withholding award to the contractor. Certificates shall provide 30 days written notice prior to the cancellation, non-renewal, or reduction in the limits of liability of any policy. Upon request, the Contractor shall furnish the Owner and the Construction Manager with certified copies
of each policy. In addition, where applicable, the Contractor shall provide copies of Certificates of Insurance to the Construction Manager.

Certificates (prior to award) are to be forwarded to:

Purchasing Unit
DASNY
515 Broadway
Albany, New York 12207-2964

(Updated) Certificates are to be forwarded to:

Risk Management Unit
DASNY
515 Broadway
Albany, New York 12207-2964

Certificate(s) of Insurance, when submitted to the Owner, constitute a warranty by the Contractor that the insurance coverage described is in effect for the policy term shown and will provide insurance for the life of the entire project.

Should the Contractor engage a Subcontractor, the same conditions as are applicable to the Contractor under these insurance requirements shall apply to each Subcontractor of every tier. Proof thereof shall be supplied to the Dormitory Authority’s Risk Management Unit.

3. All insurance required to be procured and maintained must be procured from insurance companies licensed to do business in the State of New York and rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner.

4. Should the Contractor fail to provide or maintain any insurance required by this contract, the Owner may, after providing written notice to the Contractor, purchase insurance complying with the requirements of this Article and charge back such purchase to the Contractor.

5. At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the Owner. Any
delay or time lost as a result of the Contractor not having insurance required by this Article shall not give rise to a delay claim or any other claim against the Owner or the Client.

6. Notwithstanding any other provision in this Article, the Owner may require the Contractor to provide, at the expense of the Owner, any other form or limit of insurance necessary to secure the interests of the Owner.

7. The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insured or their agents and employees responsible for any losses; and the Additional Insured, their agents and employees shall have no such Liability.

8. Neither the procurement nor the maintenance of any type of insurance by the Owner, the Contractor or the Construction Manager shall in any way be construed or deemed to limit, discharge, waive or release the Contractor from any of the obligations or risks accepted by the Contractor or to be a limitation on the nature or extent of said obligations and risks.

9. Builder's Risk Insurance
   A. The Owner shall, except as otherwise herein specified, at all times during the period of construction and until physical completion, procure and maintain at the cost and expense of the Owner Builder's Risk insurance written on an all risk basis against direct physical loss, including flood or earthquake, or damage to property of the Work and on all materials, equipment, machinery and supplies to be made a part of the Work in the names of the Owner, said amount of insurance to be procured and maintained on a one hundred percent (100%) replacement-value basis on the insurable portion of the Work. Loss, if any, is to be made adjustable with and payable to the Owner.
B. In instances when the Client is the New York State Office of Mental Health, the New York State Office for People with Developmental Disabilities or other client not covered under a preexisting Builder’s Risk insurance policy with the Authority, the Contractor shall be responsible for providing Builder’s Risk insurance described in Paragraph A of Article XIV, Section 9. All Builder’s Risk policies shall be issued by insurance companies authorized to conduct such business under the laws of the State of New York and shall be written for the benefit of the State of New York and the Dormitory Authority of the State of New York and the Contractor and Subcontractors as their interest may appear and shall run until the date of Project Completion. Policies expiring on a fixed date before Project Completion must be renewed and re-filed not less than (30) thirty days before such expiration date. Such policy shall not be changed by endorsement without the knowledge and consent of the Owner and in particular no notice of cancellation by the insurer shall be effective until (60) sixty day after such notice is actually received by the Owner.

C. The Owner shall, in the Owner’s sole discretion, have power to adjust and to settle with the insurer any loss or claim under said insurance. The above is not intended to be a complete, full or accurate description of the coverage provided by the policies of insurance, copies of which are on file with the Owner. This Section 9 is not intended to create or give any rights to the Contractor or Subcontractors other than those that may be made available to the Contractor and Subcontractors under the terms of said policies. The Owner assumes no obligation to obtain insurance other than that evidenced by said policies and the Owner makes no representation or guarantee as to the effect and coverage under said policies. The Contractor and Subcontractors shall not violate, or permit to be violated, any term or condition of said policies and shall at all times satisfy the safety requirements of the Owner and of the insurance companies issuing the aforementioned policies.
10. Effect of Procurement of Insurance
Neither the procurement nor the maintenance of any type of insurance by the Owner, the Contractor, and the Construction Manager, shall in any way be construed or be deemed to limit, discharge, waive or release the Contractor from any of the obligations and risks accepted by the Contractor or to be a limitation on the nature or extent of said obligations and risks.

11. Contract Security
The Contractor shall furnish, upon request, a surety bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of the Contract and also a labor and material payment bond in the form set forth in the Contract in an amount at least equal to one hundred percent (100%) of the contract price for the payment of all persons performing labor or providing materials in connection with the Work. The surety on said bond shall be a surety company rated B+ by A. M. Best and satisfactory to the Owner.

12. Additional or Substitute Bond
If at any time the Owner shall become dissatisfied with any surety or sureties upon the performance bond, or the labor and material payment bond, or if for any other reason said bonds shall cease to be adequate security to the Owner, the Contractor shall, within five (5) days after notice from the Owner to do so, substitute an acceptable bond or bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The Contractor shall pay the premiums on said bond or bonds. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond or bonds to the Owner.

13. Failure to Comply with Provisions of Article XIII
The Contract may, at the sole option of the Owner, be declared void and of no effect if the Contractor fails to comply with the provisions of Article XIII.
ARTICLE XV – OMNIBUS PROCUREMENT ACT

1. It is the policy of New York State and the Dormitory Authority to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

2. Information on the availability of New York State subcontractors and suppliers is available from:

   NYS Empire State Development Corporation Division for Small Business (518) 292-5220.

   A directory of minority and women-owned business enterprises is available from:

   NYS Empire State Development Corporation Minority and Women’s Business Development Division (518) 292-5250

3. The Omnibus Procurement Act of 1992 requires that by signing a bid proposal, contractors certify that whenever the total bid amount is greater than $1 million:

   G. The contractor has made all reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State;

   H. The contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
I. The contractor agrees to make all reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request;

J. The contractor acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

2. Reciprocity and Sanctions Provisions
A. Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied placement on bidders mailing lists and contracts for which they would otherwise obtain. Bidders of construction services must be denied the award of a contract if their principal place of business is located in a state that discriminates or imposes a preference against New York State firms.
B. A current list of states which penalize New York State firms is available from the Dormitory Authority, or from the Procurement Assistance Unit, NYS Department of Economic Development, Albany NY (1-800) 782-8369.

**ARTICLE XVI – GENERAL GUARANTEE**

Neither final payment nor any provisions in the Contract Documents shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty Commodities or workmanship.

The Contractor fully warrants the satisfactory performance of the Commodities and workmanship provided pursuant to the Contract Documents for the period stipulated in the Specifications
to begin on the date of final acceptance. The Contractor shall remedy any defects in the Commodities or workmanship, and pay for any damage to other Work resulting there from.

**ARTICLE XVII - RELEASE**

The acceptance by the Contractor or any person claiming under the Contractor of final payment made under this Contract shall operate as and shall be a release of the Owner from all claims by and liability to the Contractor, his successors, legal representatives and assigns, for anything done or furnished under the provisions of this Contract. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or any bonds. Notwithstanding the aforesaid, the Contractor shall submit to the Owner a general release in a form satisfactory to the Owner, properly executed and acknowledged, as a condition precedent to final payment.

**ARTICLE XVIII – STANDARD PROVISIONS**

1  **Tax Exemption**

The Owner is exempt from payment of Federal, State, local taxes, and sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies incorporated into the completed Work. These taxes are not to be included in bids. This exemption does not apply to tools, machinery, equipment or other property leased by or to the Contractor or a subcontractor, or to supplies and materials which, even though they are consumed, are not incorporated into the completed Work, and the Contractor and subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on said leased tools, machinery, equipment or other property and upon all said unincorporated supplies and materials. The Contractor and Subcontractors shall obtain any and all necessary certificates or other documentation from the appropriate governmental agency or agencies, and use said certificates or other documentation as required by law, rule or regulation.
2 Anti-Riot Provisions
   A. The Contractor agrees that no part of the Contract funds shall be used to make payments, give assistance, or supply services, in any form to any individual convicted in any Federal, State or local court of competent jurisdiction of inciting, promoting, or carrying on a riot, or engaging in any group activity resulting in material damage to property or injury to persons found to be in violation of Federal, State or local laws designed to protect persons or property.
   B. The Contractor and each subcontractor shall notify their employees of all rules and regulations adopted pursuant to Article 129-A of the Education Law of the State of New York. Notices containing the text of the aforementioned rules and regulations shall be posted by the Contractor at the site.

3 Operation and Maintenance Instructions.
   The Contractor shall orient and instruct the responsible maintenance personnel designated by the Owner in the operation of all Commodities furnished pursuant to the Contract and shall provide the maintenance personnel with pertinent literature and operational manuals.

4 Provisions of Law Deemed Inserted
   Each and every provision required by law to be included in this Contract shall be deemed to be included herein and this Contract shall be read and enforced as though such provisions were included herein at length. In the event any such provision is not included in this Contract, or not correctly included, then, upon the application of either party to the other, this Contract shall forthwith be physically amended to make such addition or correction.

5 Applicability of General Conditions
   The terms, conditions and requirements set forth in these General Conditions shall be binding upon Bidders and Contractors

Law Governing
   This Contract shall be governed by the laws of the State of New York, both as to interpretation and performance.
6 Invalid Provisions

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

7 Entire Agreement

This Contract constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid, and this Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto in the same manner as this Contract.

8 Year 2000 Warranty

Unless the Contractor has specifically stated in the Bid that the Work is not Year 2000-compliant, Contractor warrants that Work furnished pursuant to this Contract shall, when used in accordance with its documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Work must perform as a package or system, this warranty shall apply to the Work as a system. The Contractor shall, on request, disclose to the Owner the date/time data definitions used by or in the Work.

In the event of any breach of this warranty, Contractor shall restore the Work to the same level of performance as warranted herein, or repair or replace the Work with conforming product so as to minimize interruption to Client’s ongoing business processes, time being of the essence, at Contractor’s sole cost and expense. This warranty does not extend to correction of Client’s errors in data entry or data conversion. This warranty shall survive beyond termination or expiration of the Contract.

Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Contract.
ARTICLE XIX- AFFIRMATIVE ACTION FOR CONTRACTS

1. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Owner, to fully comply with and cooperate in the implementation of an Affirmative Action Plan designed to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for Minority/Women Business Enterprise (M/WBE) participation in the performance of the Work, in such form and substance as herein stated. The Contractor further agrees to incorporate all Affirmative Action provisions of the Contract in all subcontracts, regardless of tier.

2. The Contractor must submit to the Owner, and the prospective Subcontractors must submit to the Contractor, an Affirmative Action Plan which demonstrates its best efforts to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for MBE/WBE participation in the performance of the Work, in such form and substance as may be required by the Owner. A meeting to review these submissions may be scheduled by the Owner.

3. These Affirmative Action provisions shall be deemed supplementary to, and not in lieu of the nondiscrimination provisions required by N.Y.S. Labor Law or other applicable Federal, State or local laws.

4. In Accordance with Article 15A of the Executive Law and in conformance with the Regulations promulgated by the Minority and Women’s Business Development Division of the New York State Department of Economic Development, the Contractor agrees to be bound by the following clauses. In any circumstances of uncertainty or conflict, the Regulations of the Minority and Women’s Business Development Division supersede this information.

   A. Utilization Plan; Waivers
      i. The Contractor shall submit to the Owner a Utilization Plan on forms provided by the Owner within 72 hours of notification of being the low bidder or successful proposer. The Utilization Plan shall list all subcontractors and suppliers the Contractor intends to use on the Contract and indicate which ones are M/WBEs. The Utilization Plan shall be prepared to achieve the participation goals indicated in the Notice to Bidders or the Request for Proposal.
ii. The Owner will review the Utilization Plan and will issue to the Contractor a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (iii) elements of the Contract scope of work which the Owner has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by M/WBEs; and (iii) other information which the Owner determines to be relevant to the Utilization Plan.

iii. The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Owner a written remedy in response to the notice of deficiency. If the submission of the written remedy is not timely or is found by the Owner to be inadequate, the Owner shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on forms provided by the Owner. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

iv. The Contractor who has made good faith efforts to obtain commitments from M/WBE subcontractors and suppliers prior to submitting its Utilization Plan may submit a request for waiver at the same time it submits its Utilization Plan. If a request for waiver is submitted with the Utilization Plan and is not accepted by the Owner at that time, the provisions of clauses 2) and 3), regarding the notice of deficiency and written remedy will apply. In this case, the Contractor may submit a second request for waiver as directed by the Owner.

v. If the Contractor does not submit a Utilization Plan, remedy deficiencies in a Utilization Plan, submit a request for waiver, or if the Owner determines that the Utilization Plan does not indicate that the M/WBE participation goals will be met and/or that the Contractor has failed to document good faith efforts, the Owner may disqualify the Contractor as being not-responsible.

vi. The Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its Utilization Plan, at least to the extent indicated in the Plan.
B. Administrative Hearing on Disqualification

i. If the Owner disqualifies a bid for any of the reasons set forth in A.5) above, the Contractor shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the Owner to review the determination of disqualification of the bid and determination of non-responsibility of the Contractor.

ii. The hearing officer's determination shall be the final determination of the Owner. Such final administrative determination shall be reviewable by a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules, provided such proceeding is commenced within thirty (30) days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of Section 313 of the Executive Law.

C. Good Faith Efforts

In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this Contract, the Contractor shall submit such documentation as will enable the Owner to make a determination in accordance with the criteria set forth in Section 313 of the Executive Law and the Rules and Regulations promulgated thereunder.

D. Compliance Reports

The Contractor shall submit, and shall require subcontractors to submit, compliance reports on forms and at intervals established by the Owner. Reports not submitted at such times as required by the Owner shall be cause for the Owner to delay implementing scheduled payments to the Contractor.

E. Contractor's Failure to Meet M/WBE Participation Goals
i. If the Contractor, after making good faith efforts, is unable to comply with a Contract’s M/WBE participation goals, the Contractor may submit a request for a partial or total waiver on forms provided by the Owner documenting good faith efforts by the Contractor to meet such goals. If the documentation required with the request for waiver is complete, the Owner shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

ii. If the Owner, upon review of the Contractor’s Utilization Plan and compliance reports, determines that the Contractor is failing or refusing to comply with the Contract’s M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the Owner may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice to deficiency within seven (7) days of receipt. Such response may include a request for partial or total waiver of M/WBE participation goals.

F. Contractor and Owner Complaints; Arbitration

i. Subsequent to the award of this Contract, if the Contractor submits a request for waiver of M/WBE participation goals and the Owner denies the request or fails to respond in any way within twenty (20) days of receiving it, or if the Contractor has received a written determination from the Owner that the Contractor is failing or refusing to comply with goals, the Contractor may file a complaint with the Director, Division of Minority and Women’s Development in the Department of Economic Development (“Director”), according to the provisions of Section 316 of the Executive Law. The complaint must be filed within twenty (20) days of the Owner’s receipt of the request for waiver, if the Owner has not responded in that time, or within twenty (20) days of a notification that the request has been denied by the Owner or within twenty (20) days of receipt of notification from the Owner that the Contractor is failing or refusing to comply with goals.

ii. If the Contractor fails or refuses to comply with goals for participation by M/WBEs
as established by this Contract, the Owner may file a complaint with the Director pursuant to Section 316 of the Executive Law.

iii. A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.

iv. The party filing a complaint, whether the Contractor or the Owner, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.

v. Upon receipt of a complaint the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty (30) days of receipt of the complaint the Director is unable to resolve the complaint to the satisfaction of the Owner and the Contractor, the complaint shall be referred to the American Arbitration Association for resolution pursuant to Section 316 of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.

vi. Upon conclusion of the arbitration proceeding, the arbitrator will submit to the Director his or her award regarding the alleged violation of the Contract or refusal of the Owner to grant a waiver request by the Contractor. The award of the arbitrator with respect to the alleged violation of the Contract or the refusal of the Owner to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.

vii. Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either (i) adopt the recommendation of the arbitrator; (ii) determine that no sanctions, fines or penalties should be imposed; or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty.
viii. The Director, within ten (10) days of receipt of the arbitrator’s award and recommendations, will issue a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.

ix. The determination of the Owner or the Contractor to proceed with a complaint shall not preclude the Owner, in its discretion, from pursuing any other remedies, which it may have pursuant to law and contract.

G. Subcontracts
The Contractor will include the provisions of paragraphs C. and F. above in every subcontract, in such manner that such provisions will be binding upon the subcontractor as to work in connection with this Contract.

H. The following forms are to be used in submitting Affirmative Action Plans and are hereby made a part of the Contract:
   i. Contractor’s Utilization Plan (EEO-6, 2 Pages).
   ii. Summary of Bid Activity (EEO-6b).
   iii. Affirmative Action manpower Participation Schedule
   iv. Breakdown of Permanent Employees (EEO-8).
   v. Weekly EEO Reporting Form (EEO-1C,E,H,P).
   vi. Waiver Request Form

ARTICLE XX - 2005 PROCUREMENT LOBBYING LAW

1. Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, requires prospective bidders to affirm their understanding of and agreement to comply with State Finance Law § 139-j (3) and § 139-j (6) (b), certify their compliance with State Finance Law § 139-k (5), disclose prior non-responsibility determinations under State Finance Law § 139-j, and to certify that the information they provide with respect to State Finance Law § 139-j and § 139-k is complete, true and accurate.
2. For any contract $15,000 or more, each bidder or proposer shall submit, with its proposal, on the form provided herewith, SFL 139 Form 1: Contractor’s Certifications Pursuant to SFL § 139–j and § 139–k. The information contained in SFL 139 Form 1: Contractor’s Certifications Pursuant to SFL § 139–j and § 139–k will serve as an informational resource to aid the Owner in making an award determination.

3. The Owner reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with State Finance Law § 139-j and § 139-k, as such may be amended or modified, was intentionally false or intentionally incomplete. Upon such finding, the Owner may exercise its termination right, such termination constituting a termination for cause, by providing written notification to the Contractor in accordance with the terms of Article VIII, herein.

### ARTICLE XXI – CONTRACTOR CERTIFICATION

On August 20, 2004, New York State enacted section 5-a of the Tax Law requiring persons awarded contracts valued at more than $100,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person makes, or has made, aggregate sales delivered within New York State of more than $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. A contractor or vendor must use Form ST-220, Contractor Certification, to make this certification before the contract may be approved.

### ARTICLE XXII- NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

1. Only required for procurement involving professional services. In order to assist the OWNER in determining the responsibility and reliability of the vendor selected for the Contract and to effectuate the directives of Executive Order No. 125, the Council of Contracting Agencies has adopted procedures to collect and exchange relevant information among Contracting Agencies.
2. When directed by the OWNER, prior to the award of any Contract, the selected vendor shall, within ten days following either oral or written notice that it must comply, submit, in the form provided by the OWNER, a duly executed New York State Vendor Responsibility Questionnaire to the OWNER at the following address:

   DASNY
   New York State Vendor Responsibility Questionnaire Officer
   Procurement Department
   515 Broadway
   Albany, New York 12207

3. The information contained in the New York State Vendor Responsibility Questionnaire will serve as an informational resource to aid the OWNER in making an award determination.

4. Duly executed New York State Vendor Responsibility Questionnaires submitted to the OWNER or any other Contracting Agency shall be effective for a period of six months from their execution provided that the facts attested therein have remained unchanged.

5. Continuing Integrity

   Contractor shall at all times during the Contract term remain responsible. Contractor agrees, if requested by the President of Owner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
The President of Owner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the President of Owner or his or her designee issues a written notice authorizing a resumption of performance under the Contract. Notwithstanding any other provision of this Contract, upon written notice to Contractor, and a reasonable opportunity to be heard with the appropriate Owner officials or staff, the Contract may be terminated by the President of Owner or his or her designee at Contractor’s expense where Contractor is determined by the President of Owner or his or her designee to be non-responsible. In such event, the President of Owner or his or her designee may complete the contractual requirements in any manner her or she may deem advisable and pursue available legal or equitable remedies for breach.

6. Iran Divestment

A. By entering into this Contract, Contractor certifies, under the penalties of perjury, that Contractor is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law. Contractor further certifies that Contractor will not utilize on this Contract any subcontractor that is identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

B. During this Contract, should Owner receive information that a person (as defined in New York State Finance Law §165-a) is in violation of the above-referenced certifications, Owner will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that he has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Owner shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.
Claims for Extra Work

A. If the Contractor claims that any Work that the Contractor has been ordered to perform will be Extra Work, or that any action or omission of the Owner is contrary to the terms and provisions of the Contract and will require the Contractor to perform Extra Work, the Contractor shall:

1. Promptly comply with said order.
2. File with the Owner within fifteen (15) working days after being ordered to perform the Work claimed by the Contractor to be Extra Work or within fifteen (15) working days after commencing performance of the Work, whichever date shall be earlier, or within fifteen (15) working days after the said action or omission on the part of the Owner occurred, a written notice of the basis of the Contractor’s claim, including estimated cost, and request for a determination thereof.
3. Proceed diligently, pending and subsequent to the determination of the Owner with respect to any said disputed matter, with the performance of the Work in accordance with all instructions of the Owner.

B. No claim for Extra Work shall be allowed unless the same was done pursuant to a written order of the Owner. The Contractor’s failure to comply with any or all parts of this Article shall be deemed to be:

1. a conclusive and binding determination on the part of the Contractor that said order, Work, action or omission does not involve Extra Work and is not contrary to the terms and provisions of the Contract,
2. a waiver by the Contractor of all claims for additional compensation or damages as a result of said order, Work, action or omission.
C. The value of claims for Extra Work, if allowed, shall be determined by the methods described in the Contract.

Claims for Delay

No claims for increased costs, charges, expenses or damages of any kind shall be made by the Contractor against the Owner for any delays or hindrances from any cause whatsoever; provided that the Owner, in the Owner's discretion, may compensate the Contractor for any said delays by extending the time for completion of the Work as specified in the Contract.

Finality of Decisions

A. Any decision or determination of the Consultant, Owner or the Owner's Representative shall be final, binding and conclusive on the Contractor unless the Contractor shall, within ten (10) working days after said decision, make and deliver to the Owner a verified written statement of the Contractor's contention that said decision is contrary to a provision of the Contract. The Owner shall determine the validity of the Contractor's contention. Pending the decision of the Owner, the Contractor shall proceed in accordance with the original decision.

B. Wherever it is required in the Contract that an application must be made to the Owner or a determination made by the Owner, the decision of the Owner on said application or the determination of the Owner under the Contract shall be final, conclusive and binding upon the Contractor unless the Contractor, within ten (10) working days after receiving notice of the Owner's decision or determination, files a written statement with the Owner that the Contractor reserves the Contractor's rights in connection with the matters covered by said decision or determination.

Claims for Additional Compensation

A. Any claims submitted under this article for extra work or increased costs, charges, expenses or damages of any kind must be submitted in writing within 30 days of the occurrence.
B. In order for the written claim submission to be considered valid by the Owner and eligible for review, it must include a statement of the nature of the claim, supporting cost data, CPM scheduling analysis, if applicable, and a Contractor affidavit stating the following:

“I hereby certify that the value assigned the work performed and the materials supplied that comprise the claim attached hereto represents the actual value of said work and material pursuant to the Contract (and all authorized changes thereto) between the undersigned and the Dormitory Authority of the State of New York.”

C. Any Information representing the actual value of the work performed and materials supplied contained in the Claim that constitutes “a false representation”, as such term is defined in Article I, of the General Conditions, may subject the undersigned party to criminal charges, including New York State Penal Law Sections 175.35 (Offering a False Instrument for Filing) and 210.40 (False Statement) and/or Title 18 U.S.C. Sections 1001 (False and Fraudulent Statements) and/or Termination of the Contract for Cause.

ARTICLE XXIV – ASSIGNMENTS

The Contractor shall not assign the Contract in whole or in part without prior written consent of the Owner. If the Contractor assigns all or part of any moneys due or to become due under the Contract, the instrument of assignment shall contain a clause substantially to the effect that the Contractor and assignee agree that the assignee’s right in and to any moneys due or to become due to the Contractor shall be subject to all prior claims for services rendered or materials supplied in connection with the performance of the Work. The Owner reserves the right to assign this Contract in whole or in part without the consent of the Contractor.
FORM OF AGREEMENT

This Agreement made as of the _____ day of __________________, by and between the DORMITORY AUTHORITY OF THE STATE OF NEW YORK, a public benefit corporation and public authority established by the Public Authorities Law of the State of New York, hereinafter referred to as the Owner and;_________________________, a Corporation organized and existing under the laws of the State of New York hereinafter referred to as the Contractor, for the Commodities/Work referenced in Purchase Order No.: ________________.

WITNESSETH: That the Owner and the Contractor for the consideration named agree as follows:

A. The Contractor shall provide the Commodities/Work of every kind or nature whatsoever required and all other things necessary to furnish and complete in a proper and workmanlike manner to inventory, store and install Steelcase furniture, Purchase Order No. ________________ in strict accordance with the Contract Documents, of which a copy of the purchase order is attached hereto and in strict accordance with General Conditions issued by the Owner pursuant to the Contract, and provide all other obligations imposed on such Contractor by the Contract.

B. The Contractor agrees to provide the Commodities/Work of the Contract Documents, necessary, proper for, or incidental to furnish, perform and complete the Commodities/Work of the Contract, for the total sum of ________________________ Dollars and 00/100 ($______________), which sum shall be deemed to be in full consideration for the performance by the Contractor of all the duties and obligations of such Contractor under the Contract.

C. The Contractor shall commence the Work of the Contract Documents at the time to be specified in the Purchase Order, issued by the Owner, and shall deliver/furnish/install the Commodities/Work of the Contract no later than ____________________.

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

* Contractor Signature                                  Date
_______________________________________
Title

* Owner Signature                          Date
_______________________________________
Title

*If a corporation, signer must be President, Vice-President or other authorized officer.
If a Limited Liability Company (LLC), signer must be a member or manager.
If a Limited Liability Partnership (LLP), signer must be a partner.
If a Limited Partnership, signer must be an authorized partner.
If a general partnership, signer must be a partner.
If a sole proprietorship, signer must be the owner.
ACKNOWLEDGEMENT OF DORMITORY AUTHORITY OF THE STATE OF NEW YORK

STATE OF NEW YORK
COUNTY OF ALBANY

On the ___ day of _____________ in the year 20___, before me personally came Louis R. Cirelli, Jr., P.E., to me known, who, being by me duly sworn, did depose and say that he resides at Schenectady, New York, that he is the Director, Procurement for the Dormitory Authority, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

________________________________________
Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING AGREEMENT
IF A CORPORATION

STATE OF ________________________________
COUNTY OF ______________________________

On the ___ day of _______________ in the year 20___, before me personally came _________________________, to me known, who, being by me duly sworn, did depose and say that he/she resides at:

____________________________________________________________________________________________
(street, city, state, zip code)

that he/she is the _________________________ of _________________________________________________, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

________________________________________
Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING AGREEMENT
IF A PARTNERSHIP, LIMITED LIABILITY COMPANY OR INDIVIDUAL

STATE OF ________________________________
COUNTY OF ______________________________

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

________________________________________
Notary Public
Iran Divestment Certification

1. By signing this certification and by signing this Contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

2. Contract means the contract between the Dormitory Authority of the State of New York (“DASNY”) and ___________________________ (“Contractor”) for the Purchase Order No. ____________________.

3. This certification is part of the Contract and is subscribed by and affirmed by the person entering into the Contract as true under the penalties of perjury.

Contractor Name:

By: ____________________________________________

Print Name: _____________________________________

Title: __________________________________________
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 2019 through June 2020. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: ___________________________ Date Cancelled: ___________________________

Name & Title of Representative: ____________________________________________________________

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "Request for a dispensation to work overtime" form (PW30) and "4 Day / 10 Hour Work Schedule" form (PW 30.1).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule 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.ny.gov.

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

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

Payrolls and Payroll Records

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

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

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

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

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

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See 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 journeymen 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 journeymen's wage rate for the classification of work the employee is actually performing.

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

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

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

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

**Interest and Penalties**

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

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

**Debarment**

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

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

**Criminal Sanctions**

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

**Discrimination**

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

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

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

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

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

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

**Workers' Compensation**

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

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

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

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

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

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

**Unemployment Insurance**

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

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

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

Contractor Information
All information must be supplied

Federal Employer Identification Number: ____________________________________________
Name: _________________________________________________________________________
Address: _______________________________________________________________________
City: ___________________________ State: __________ Zip: __________
Amount of Contract: $_____________ Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other: ____________________
Approximate Starting Date: ___/___/_______
Approximate Completion Date: ___/___/_______

Location: SUNY Purchase
Project ID#: 3476709999
Project Type: Setup and anchor construction trailer at job site.

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

www.labor.ny.gov PW 16 Ask.PWAsk@labor.ny.gov
Social Security Numbers on Certified Payrolls:

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

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/prevailing wage investigations.

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov. https://labor.ny.gov/formsdocs/ui/IA999.pdf

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

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

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

(05.19)
To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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


3. Procedures and Agency Responsibilities:

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

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.
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.
Attention All Employees, Contractors and Subcontractors:
You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

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

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

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers’ compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.

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

- **Civil Penalty**
  
  First offense: Up to $2,500 per employee
  
  Subsequent offense(s): Up to $5,000 per employee

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

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

Employer Name:
IA 999 (09/16)
Attention Employees

THIS IS A: PUBLIC WORK PROJECT

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

Chapter 629 of the Labor Laws of 2007:

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

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

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

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

Contractor Name: 
Project Location: 

PW 101 (4.15)
Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (Note: Completion cards do not have an expiration date.)
- Training roster, attendance record 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 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is $3 million in Bronx, Kings, New York, Queens and, Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)
Introduction to the Prevailing Rate Schedule

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

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

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

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

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

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

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

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

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

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

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

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

Supplemental Benefits
Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

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

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

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

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.
<table>
<thead>
<tr>
<th>Title (Trade)</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker (Construction)</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Boilermaker (Shop)</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Carpenter (Bldg., H&amp;H, Pile Driver/Dockbuilder)</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Carpenter (Residential)</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Electrical (Outside) Lineman</td>
<td>1:1,1:2</td>
</tr>
<tr>
<td>Electrician (Inside)</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Elevator/Escalator Construction &amp; Modernizer</td>
<td>1:1,1:2</td>
</tr>
<tr>
<td>Glazier</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Insulation &amp; Asbestos Worker</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Iron Worker</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Laborer</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Mason</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Millwright</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Op Engineer</td>
<td>1:1,1:5</td>
</tr>
<tr>
<td>Painter</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Plumber &amp; Steamfitter</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Roofer</td>
<td>1:1,1:2</td>
</tr>
<tr>
<td>Sheet Metal Worker</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Sprinkler Fitter</td>
<td>1:1,1:2</td>
</tr>
</tbody>
</table>

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:**  
- **Phone**  
  - Bureau of Public Work - Albany: 518-457-2744  
  - Bureau of Public Work - Binghamton: 607-721-8005  
  - Bureau of Public Work - Buffalo: 716-847-7159  
  - Bureau of Public Work - Garden City: 516-228-3915  
  - Bureau of Public Work - Newburgh: 845-568-5287  
  - Bureau of Public Work - New York City: 212-932-2419  
  - Bureau of Public Work - Patchogue: 631-687-4882  
  - Bureau of Public Work - Rochester: 585-258-4505  
  - Bureau of Public Work - Syracuse: 315-428-4056  
  - Bureau of Public Work - Utica: 315-793-2314  
  - Bureau of Public Work - White Plains: 914-997-9507  
  - Bureau of Public Work - Central Office: 518-457-5589  
- **Fax**  
  - Bureau of Public Work - Albany: 518-485-0240  
  - Bureau of Public Work - Binghamton: 607-721-8004  
  - Bureau of Public Work - Buffalo: 716-847-7650  
  - Bureau of Public Work - Garden City: 516-794-3518  
  - Bureau of Public Work - Newburgh: 845-568-5332  
  - Bureau of Public Work - New York City: 212-775-3579  
  - Bureau of Public Work - Patchogue: 631-687-4902  
  - Bureau of Public Work - Rochester: 585-258-4708  
  - Bureau of Public Work - Syracuse: 315-428-4671  
  - Bureau of Public Work - Utica: 315-793-2514  
  - Bureau of Public Work - White Plains: 914-997-9523  
  - Bureau of Public Work - Central Office: 518-485-1870
Boilermaker 04/01/2020

JOB DESCRIPTION  Boilermaker
DISTRICT  4

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per Hour: 07/01/2019 01/01/2020
Boilermaker $ 59.17 $ 61.24
Repairs & Renovations 59.17 61.24

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2019 01/01/2020
Boilermaker 32% of hourly 32% of hourly
Repair $ Renovations Wage Paid Wage Paid
+$ 25.35 +$ 25.38

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY
See (D, O) on OVERTIME PAGE
Repairs & Renovation see (B,E,Q)

HOLIDAY
Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.
**Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES
Wage per hour:
(1/2) Year Terms at the following pecectage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

<table>
<thead>
<tr>
<th>Apprentice(s)</th>
<th>07/01/2019</th>
<th>01/01/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>32% of Hourly</td>
<td>Wage Paid</td>
<td>Wage Paid</td>
</tr>
<tr>
<td>Amount Below</td>
<td>Amount Below</td>
<td></td>
</tr>
<tr>
<td>1st Term</td>
<td>$ 19.38</td>
<td>$ 19.41</td>
</tr>
<tr>
<td>2nd Term</td>
<td>20.24</td>
<td>20.26</td>
</tr>
<tr>
<td>3rd Term</td>
<td>21.08</td>
<td>21.11</td>
</tr>
<tr>
<td>4th Term</td>
<td>21.94</td>
<td>21.96</td>
</tr>
<tr>
<td>5th Term</td>
<td>22.79</td>
<td>22.82</td>
</tr>
<tr>
<td>6th Term</td>
<td>23.65</td>
<td>23.68</td>
</tr>
<tr>
<td>7th Term</td>
<td>24.48</td>
<td>24.52</td>
</tr>
</tbody>
</table>

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

Carpenter 04/01/2020

JOB DESCRIPTION  Carpenter
DISTRICT  8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2019

Piledriver $ 54.63
Dockbuilder $ 54.63
SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker $51.63

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE.
Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)
Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour
(1) year terms:

<table>
<thead>
<tr>
<th>Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$21.85</td>
<td>$27.32</td>
<td>$35.51</td>
<td>$43.70</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:
All Terms: $33.97

Supplemental benefits per hour:

Carpenter

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2019

Carpenter/Resilient Floor Coverer $50.50

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS
Per hour: $45.83

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

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE.
Paid for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)
Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage per hour - (1) year terms:

<table>
<thead>
<tr>
<th>Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$20.20</td>
<td>$25.25</td>
<td>$32.83</td>
<td>$40.40</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour - all apprentice terms:
$31.09

Carpenter
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2019

Marine Construction:
Marine Diver $ 69.22
Marine Tender 49.14

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker $ 51.58

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

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, 16, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms.

<table>
<thead>
<tr>
<th>Year</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$21.85</td>
</tr>
<tr>
<td>2nd</td>
<td>27.32</td>
</tr>
<tr>
<td>3rd</td>
<td>35.51</td>
</tr>
<tr>
<td>4th</td>
<td>43.70</td>
</tr>
</tbody>
</table>

Supplemental Benefits
Per Hour:
All terms $ 33.97

Carpenter 04/01/2020

JOB DESCRIPTION Carpenter

DISTRIBUT 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2019

Building
Millwright $ 54.20

SUPPLEMENTAL BENEFITS
Per hour:
Millwright $ 53.66

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

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.
Overtime: See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms:

<table>
<thead>
<tr>
<th>Year</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$29.16</td>
</tr>
<tr>
<td>2nd</td>
<td>$34.46</td>
</tr>
<tr>
<td>3rd</td>
<td>$39.76</td>
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<tr>
<td>4th</td>
<td>$50.36</td>
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</tbody>
</table>

Supplemental benefits per hour:
One (1) year terms:

<table>
<thead>
<tr>
<th></th>
<th>1st.</th>
<th>2nd.</th>
<th>3rd.</th>
<th>4th.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$34.51</td>
<td>$38.16</td>
<td>$42.46</td>
<td>$49.12</td>
</tr>
</tbody>
</table>

8-740.1

Carpenter

04/01/2020

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$50.05</td>
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</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$50.88</td>
</tr>
</tbody>
</table>

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

HOLIDAY
Paid:
See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices
See (5,6,11,13,25)

Overtime:
See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$20.02</td>
<td>$25.03</td>
<td>$32.53</td>
<td>$40.04</td>
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</table>

Supplemental benefits per hour:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$33.61</td>
</tr>
</tbody>
</table>

8-1556 Tm

Carpenter

04/01/2020

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES
Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, Tompkins Corner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES
Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>10/18/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$40.44</td>
<td>$41.19</td>
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</table>

Core Drilling:
Driller

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>32.12</td>
</tr>
</tbody>
</table>

Driller Helper

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>32.62</td>
</tr>
</tbody>
</table>

Note: Hazardous Waste Pay Differential:
For Level C, an additional 10% above wage rate per hour
For Level B, an additional 10% above wage rate per hour
For Level A, an additional 10% above wage rate per hour
Note: When required to work on water: an additional $0.50 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>10/18/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Carpenter - Building / Heavy&Highway 04/01/2020

JOB DESCRIPTION  Carpenter - Building / Heavy&Highway

ENTIRE COUNTIES  Putnam, Rockland, Westchester

WAGES

WAGES:(per hour)

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>07/01/2020</th>
<th>07/01/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td>$ 37.69</td>
<td>Additional $ 0.40</td>
<td>Additional $ 0.40</td>
</tr>
<tr>
<td></td>
<td>+ 7.61*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Amount paid on all hours, it is not subject to overtime premium

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of wage plus applicable benefits.

NOTE: Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable supplemental benefits.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker  $ 31.13

OVERTIME PAY

BUILDING:  See (B, E, Q) on OVERTIME PAGE.

HEAVY&HIGHWAY/TUNNEL:  See (B, E, P, *R, **T, X) on OVERTIME PAGE.

*R applies to Heavy&Highway/Tunnel Overtime Holiday Code 25 with benefits at straight time rate.

**T applies to Heavy&Highway/Tunnel Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

HOLIDAY

BUILDING:

Paid:  See (1) on HOLIDAY PAGE.

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

Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

Paid:  See (5, 6, 25) on HOLIDAY PAGE including benefits.

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

REGISTERED APPRENTICES

1 year terms at the following wage rates:

Indentured after July 1 2016

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18.85</td>
<td>$22.61</td>
<td>$24.50</td>
<td>$26.38</td>
<td>$30.15</td>
</tr>
<tr>
<td>+ 3.55*</td>
<td>+ 3.55*</td>
<td>+ 3.55*</td>
<td>+ 3.55*</td>
<td>+ 3.55*</td>
</tr>
</tbody>
</table>

Indentured before July 1 2016

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18.85</td>
<td>$22.61</td>
<td>$26.38</td>
<td>$30.15</td>
</tr>
<tr>
<td>+ 3.55*</td>
<td>+ 3.55*</td>
<td>+ 3.55*</td>
<td>+ 3.55*</td>
</tr>
</tbody>
</table>

* Amount paid on all hours, it is not subject to overtime premium
SUPPLEMENTAL BENEFITS per hour:

All terms $16.33

11-279.1B/HH

Electrician 04/01/2020

JOB DESCRIPTION Electrician

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES
Per hour: 07/01/2019

Service Technician $32.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and/or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker: $16.10

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following wage rates:

07/01/2019
1st term $13.00
2nd term 15.00
3rd term 17.00
4th term 19.00

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds, etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.
MIJ 1-12 months  23.00
MIJ 13-18 months  26.50

Supplemental Benefits per hour:  07/01/2019
1st term  $ 9.49
2nd term  12.39
3rd term  13.73
4th term  15.06
MIJ 1-12 months  12.08
MIJ 13-18 months  13.38

Electrician  04/01/2020

JOB DESCRIPTION  Electrician  
DISTRICT  8

ENTIRE COUNTIES  
Westchester

WAGES  
07/01/2019

Electrician  $ 26.50
H - Telephone  $ 26.50

Electrical and Teledata work of limited scope, consisting of repairs and/or replacement of defective electrical and teledata equipment.
- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.
See Electrician/A Technician classification for all new installations of wiring, conduit, junction boxes and light fixtures.

SUPPLEMENTAL BENEFITS  07/01/2019

Electrician & 
H - Telephone  $ 13.38

OVERTIME PAY
See (B, G, *J, P) on OVERTIME PAGE
*Note: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY
Paid:  See (1) on HOLIDAY PAGE
Overtime:  See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

Elevator Constructor  04/01/2020

JOB DESCRIPTION  Elevator Constructor  
DISTRICT  4

ENTIRE COUNTIES  
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES  
Rockland: Entire County except for the Township of Stony Point

WAGES  
Per hour:  07/01/2019  03/17/2020

Elevator Constructor  $ 66.95  $ 69.56
Modernization & Service/Repair  $ 52.44  $ 54.56

SUPPLEMENTAL BENEFITS  
Per Hour:

Elevator Constructor  $ 40.93  $ 41.92
Modernization & Service/Repairs  $ 39.90  $ 40.86
OVERTIME PAY
Constructor See (D, M, T) on OVERTIME PAGE.
Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:
*Note: 1st Term is based on Average wage of Constructor & Modernization.
Terms 2 thru 4 Based on Journeymans wage of classification Working in.

1 YEAR TERMS:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>50%</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
</tr>
<tr>
<td>Modernization &amp; Service/Repair</td>
<td>$32.52</td>
<td>$33.25</td>
<td>$34.51</td>
<td>$35.82</td>
</tr>
<tr>
<td>Helper</td>
<td>70% of Mechanic</td>
<td>70% of Mechanic</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Elevator Constructor
1st Term $32.72 $33.38
2nd Term 33.51 34.20
3rd Term 34.80 35.55
4th Term 36.09 36.89

Modernization & Service/Repair
1st Term $32.66 $33.33
2nd Term 33.13 33.82
3rd Term 34.36 35.09
4th Term 35.58 36.36

Elevator Constructor

JOB DESCRIPTION Elevator Constructor

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.

WAGES
Per Hour 07/01/2019 01/01/2020
Mechanic $58.57 $60.49
Helper 70% of Mechanic 70% of Mechanic

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

***Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

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 07/01/2019 01/01/2020
Journeyman/Helper $33.705* $34.825*

(*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY
REGISTERED APPRENTICES
Wages per hour:

<table>
<thead>
<tr>
<th>0-6 mo*</th>
<th>6-12 mo</th>
<th>2nd yr</th>
<th>3rd yr</th>
<th>4th yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 %</td>
<td>55 %</td>
<td>65 %</td>
<td>70 %</td>
<td>80 %</td>
</tr>
</tbody>
</table>

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

Glazier

JOB DESCRIPTION Glazier

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per hour: 7/01/2019

Glazier $ 56.25
*Scaffolding 57.25
Glass Tinting & 28.74
Window Film
**Repair & Maintenance 28.74

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24’ or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under $148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

SUPPLEMENTAL BENEFITS
Per hour: 7/01/2019

Journeyworker $ 33.39
Glass tinting & 19.39
Window Film
Repair & Maintenance 19.39

OVERTIME PAY
See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only
Paid: See(5, 6, 16, 25)
Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES
Wage per hour:
(1) year terms at the following wage rates:

<table>
<thead>
<tr>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
<th>4th term</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 19.44</td>
<td>27.59</td>
<td>33.35</td>
<td>44.77</td>
</tr>
</tbody>
</table>

7/01/2019
Supplemental Benefits:  
(Per hour)  
1st term $ 15.86  
2nd term $ 22.12  
3rd term $ 24.41  
4th term $ 28.76

Insulator - Heat & Frost  
04/01/2020

JOB DESCRIPTION  Insulator - Heat & Frost  
DISTRIBUTION  8

ENTIRE COUNTIES  Dutchess, Orange, Putnam, Rockland, Westchester

WAGES  
Per hour: 07/01/2019

Insulator $ 54.00  
Discomfort & Additional Training $ 56.94  
Fire Stop Work* $ 28.94

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

** Applies to work requiring; garb or equipment worn against the body not customarily worn by insulators; psychological evaluation; special training, including but not limited to "Yellow Badge" radiation training.

Note: Additional $0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS  
Per hour:

Journeyworker $ 33.35  
Discomfort & Additional Training $ 35.27  
Fire Stop Work: Journeyworker $ 17.02

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

HOLIDAY  
Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See ( 2*, 4, 6, 16, 25 ) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES  
(1) year terms:

Insulator Apprentices:  
1st $ 28.94  
2nd $ 33.95  
3rd $ 38.96  
4th $ 43.98

Discomfort & Additional Training Apprentices:  
1st $ 30.41  
2nd $ 35.71  
3rd $ 41.02  
4th $ 46.33

Supplemental Benefits paid per hour:

Insulator Apprentices:  
1st term $ 17.02  
2nd term $ 20.28  
3rd term $ 23.55  
4th term $ 26.82
Discomfort & Additional Training Apprentices:

<table>
<thead>
<tr>
<th>Term</th>
<th>Hourly Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$17.98</td>
</tr>
<tr>
<td>2nd</td>
<td>$21.43</td>
</tr>
<tr>
<td>3rd</td>
<td>$24.90</td>
</tr>
<tr>
<td>4th</td>
<td>$28.36</td>
</tr>
</tbody>
</table>

Ironworker 04/01/2020

**JOB DESCRIPTION** Ironworker  
**DISTRICT** 9

**ENTIRE COUNTIES**  
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**  
Per Hour: 07/01/2019

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ironworker Rigger</td>
<td>$62.84</td>
</tr>
<tr>
<td>Ironworker Stone Derrickman</td>
<td>$62.84</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**  
Per hour: $39.79

**OVERTIME PAY**  
See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

**Benefits same premium as wages on Holidays only**

**HOLIDAY**  
Paid: See (18) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE

*Work stops at schedule lunch break with full day's pay.

**REGISTERED APPRENTICES**  
Wage per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>Hourly Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/2 year</td>
<td></td>
</tr>
<tr>
<td>1st</td>
<td>$31.42</td>
</tr>
<tr>
<td>2nd</td>
<td>$31.42</td>
</tr>
<tr>
<td>3rd</td>
<td>$44.54</td>
</tr>
<tr>
<td>4th</td>
<td>$43.07</td>
</tr>
<tr>
<td>5th</td>
<td>$54.41</td>
</tr>
<tr>
<td>6th</td>
<td>$54.41</td>
</tr>
</tbody>
</table>

Supplemental benefits:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyworker</td>
<td>$56.05</td>
</tr>
</tbody>
</table>

Ironworker 04/01/2020

**JOB DESCRIPTION** Ironworker  
**DISTRICT** 4

**ENTIRE COUNTIES**  
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**  
Per Hour: 07/01/2019 01/01/2020

<table>
<thead>
<tr>
<th>Position</th>
<th>07/01/2019</th>
<th>01/01/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ornamental</td>
<td>$45.15</td>
<td>$45.40</td>
</tr>
<tr>
<td>Chain Link Fence</td>
<td>$45.15</td>
<td>$45.40</td>
</tr>
<tr>
<td>Guide Rail</td>
<td>$45.15</td>
<td>$45.40</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**  
Per hour:  
Journeyworker: $56.05  $57.05

**OVERTIME PAY**  
See (B, B1, Q, V) on OVERTIME PAGE

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

**REGISTERED APPRENTICES**  
Apprentices hired before 8/31/2018:  
(1/2) year terms at the following percentage of Journeyman's wage.
### Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>4th Term</th>
<th>5th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>4th</td>
<td>$48.15</td>
<td>$49.00</td>
</tr>
<tr>
<td>5th</td>
<td>50.78</td>
<td>51.68</td>
</tr>
</tbody>
</table>

### Apprentices Hired after 9/1/18:

#### 1 year terms

<table>
<thead>
<tr>
<th>Term</th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$20.663</td>
<td>24.22</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>2nd</td>
<td>19.14</td>
<td>19.77</td>
<td>36.32</td>
<td>51.68</td>
</tr>
<tr>
<td>3rd</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

### Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st Term</th>
<th>2nd Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$17.89</td>
<td>$17.89</td>
</tr>
<tr>
<td>2nd</td>
<td>19.14</td>
<td>19.14</td>
</tr>
<tr>
<td>3rd</td>
<td>TBD</td>
<td>51.68</td>
</tr>
<tr>
<td>4th</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

---

**Ironworker**  

**JOB DESCRIPTION** Ironworker  

**DISTRICT** 4  

**ENTIRE COUNTIES**  
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester  

**WAGES PER HOUR:**

<table>
<thead>
<tr>
<th>Date</th>
<th>07/01/2019</th>
<th>01/01/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ironworker:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structural</td>
<td>$51.45</td>
<td>$51.95</td>
</tr>
<tr>
<td>Bridges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Machinery</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS PER HOUR:**

<table>
<thead>
<tr>
<th>Term</th>
<th>1st Term</th>
<th>2nd Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$78.43</td>
<td>$80.35</td>
</tr>
</tbody>
</table>

**OVERTIME PAY**  

See (B, B1, Q) on OVERTIME PAGE  

**HOLIDAY**  
Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE  

**REGISTERED APPRENTICES**  

**WAGES PER HOUR:**

6 month terms at the following rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd - 6th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$26.82</td>
<td>$27.42</td>
<td>$28.03</td>
</tr>
</tbody>
</table>

**Supplemental Benefits PER HOUR:**

<table>
<thead>
<tr>
<th>Term</th>
<th>All Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$54.54</td>
</tr>
</tbody>
</table>
PARTIAL COUNTIES
Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES
Per hour: 07/01/2019

Reinforcing &
Metal Lathing  $ 56.23

"Base" Wage  $ 54.65
  plus $ 1.58

"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS
Per hour:

Reinforcing &  $ 35.30
Metal Lathing

OVERTIME PAY
See (B, E, Q, *X) on OVERTIME PAGE
*Only $22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half  $ 41.55
Double Time  $ 47.80

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following wage rates:
Wages Per Hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 26.38</td>
<td>$ 30.38</td>
<td>$ 35.38</td>
<td>$ 37.38</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 15.37</td>
<td>$ 17.37</td>
<td>$ 19.33</td>
<td>$ 20.33</td>
</tr>
</tbody>
</table>

04/01/2020

4-46Reinf

Laborer - Building

JOB DESCRIPTION  Laborer - Building

ENTIRE COUNTIES  Putnam, Westchester

WAGES  07/01/2019

Laborer  $ 39.90

Laborer - Asbestos & Hazardous Materials Removal  $ 41.55*

* Abatement/Removal of:
  - Lead based or lead containing paint on materials to be repainted is classified as Painter.
  - Asbestos containing roofs and roofing material is classified as Roofer.

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

SUPPLEMENTAL BENEFITS  07/01/2019

Journeyworker  $ 26.30
OVERTIME PAY
See (B, E, E2, Q, *V) on OVERTIME PAGE
*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

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

REGISTERED APPRENTICES
LABORER ONLY
Hourly terms at the following wage:

<table>
<thead>
<tr>
<th>Level</th>
<th>0-1000</th>
<th>1001-2000</th>
<th>2001-3000</th>
<th>3001-4000</th>
<th>4001+</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$23.90</td>
<td>$27.50</td>
<td>$31.50</td>
<td>$38.00</td>
<td>$39.80</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

Apprentices
Level A $12.35
Level B $15.20
Level C $17.80
Level D $18.20
Level E $26.40

8-235/B

Laborer - Heavy&Highway 04/01/2020

JOB DESCRIPTION Laborer - Heavy&Highway
DISTRICT 8

ENTIRE COUNTIES
Putnam, Westchester

WAGES
**PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES**

GROUP I: Blaster and Quarry Master

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs/Asphalt Screedman/Raker, Bar Person.


GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.


GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer

Wages:(per hour) 07/01/2019 03/29/2020

<table>
<thead>
<tr>
<th>GROUP</th>
<th>07/01/2019</th>
<th>03/29/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP I</td>
<td>$43.28*</td>
<td>$43.28*</td>
</tr>
<tr>
<td>GROUP II</td>
<td>41.93*</td>
<td>41.93*</td>
</tr>
<tr>
<td>GROUP III</td>
<td>41.53*</td>
<td>41.53*</td>
</tr>
<tr>
<td>GROUP IV</td>
<td>41.18*</td>
<td>41.18*</td>
</tr>
<tr>
<td>GROUP V</td>
<td>40.83*</td>
<td>40.83*</td>
</tr>
<tr>
<td>GROUP VIA</td>
<td>42.83*</td>
<td>42.83*</td>
</tr>
<tr>
<td>Operator Qualified</td>
<td>53.28*</td>
<td>53.28*</td>
</tr>
<tr>
<td>Flagperson</td>
<td>34.48*</td>
<td>34.48*</td>
</tr>
</tbody>
</table>

*NOTE: To calculate overtime premiums, deduct $0.10 from above wages
SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker:
First 40 Hours
Per Hour $23.32
Over 40 Hours
Per Hour 17.42

OVERTIME PAY
See (B, E, P, R, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies
For Holiday Overtime: 8, 9, 15, 25 - Code 'R' applies

REGISTERED APPRENTICES
<table>
<thead>
<tr>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
<th>4th term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1000hrs</td>
<td>1001-2000hrs</td>
<td>2001-3000hrs</td>
<td>3001-4000hrs</td>
</tr>
<tr>
<td>07/01/2019</td>
<td>$ 23.26</td>
<td>$ 27.44</td>
<td>$ 31.62</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:
1st term $ 3.85 - After 40 hours: $ 3.60
2nd term $ 3.95 - After 40 hours: $ 3.60
3rd term $ 4.45 - After 40 hours: $ 4.00
4th term $ 5.00 - After 40 hours: $ 4.50

LABORER - TUNNEL

JOB DESCRIPTION Laborer - Tunnel

ENTIRE COUNTIES
Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

PARTIAL COUNTIES
Chenango: Townships of Columbus, Sherburne and New Berlin.
Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

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
Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>07/01/2020</th>
<th>07/01/2021</th>
<th>07/01/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1</td>
<td>$ 49.05</td>
<td>$ 50.45</td>
<td>$ 51.95</td>
<td>$ 53.45</td>
</tr>
<tr>
<td>Class 2</td>
<td>51.20</td>
<td>52.60</td>
<td>54.10</td>
<td>55.60</td>
</tr>
<tr>
<td>Class 4</td>
<td>57.60</td>
<td>59.00</td>
<td>60.50</td>
<td>62.00</td>
</tr>
<tr>
<td>Class 5</td>
<td>41.00</td>
<td>42.25</td>
<td>43.50</td>
<td>44.80</td>
</tr>
</tbody>
</table>

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional $ 3.00 an hour.

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:
- Employee 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:
Benefit 1 $ 31.03 $ 32.15 $ 33.25 $ 34.45
Benefit 2 46.48 48.15 49.80 51.60

Page 34
Benefit 1 applies to straight time hours, paid holidays not worked.
Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.
Benefit 3 applies to Sunday and Holiday hours worked.

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

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

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

**REGISTERED APPRENTICES**
FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

**Lineman Electrician**

**JOB DESCRIPTION**  Lineman Electrician

**ENTIRE COUNTIES**  Westchester

**WAGES**
Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. (Ref #14.04.01)

Includes Teledata Work performed within ten (10) feet of high voltage (600 volts or over) transmission lines.

<table>
<thead>
<tr>
<th>Per hour:</th>
<th>07/01/2019</th>
<th>05/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman, Tech, Welder</td>
<td>$54.81</td>
<td>$56.51</td>
</tr>
<tr>
<td>Crane, Crawler Backhoe</td>
<td>54.81</td>
<td>56.51</td>
</tr>
<tr>
<td>Cable Splicer-Pipe Type</td>
<td>60.29</td>
<td>62.16</td>
</tr>
<tr>
<td>Digging Mach Operator</td>
<td>49.33</td>
<td>50.86</td>
</tr>
<tr>
<td>Cert. Welder-Pipe Type</td>
<td>57.55</td>
<td>59.34</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>46.59</td>
<td>48.03</td>
</tr>
<tr>
<td>Groundman, Truck Driver</td>
<td>43.85</td>
<td>45.21</td>
</tr>
<tr>
<td>Equipment Mechanic</td>
<td>43.85</td>
<td>45.21</td>
</tr>
<tr>
<td>Flagman</td>
<td>32.89</td>
<td>33.91</td>
</tr>
</tbody>
</table>

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 (but also required on non-worked holidays):

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

Page 35
The 6.75% is based on the hourly wage paid, straight time or premium time.

**OVERTIME PAY**

See (B, E, Q, ) on OVERTIME PAGE. *Note* Double time for 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.

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2019</th>
<th>05/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 32.89</td>
<td>$ 33.91</td>
</tr>
<tr>
<td>2nd term</td>
<td>35.63</td>
<td>36.73</td>
</tr>
<tr>
<td>3rd term</td>
<td>38.37</td>
<td>39.56</td>
</tr>
<tr>
<td>4th term</td>
<td>41.11</td>
<td>42.38</td>
</tr>
<tr>
<td>5th term</td>
<td>43.85</td>
<td>45.21</td>
</tr>
<tr>
<td>6th term</td>
<td>46.59</td>
<td>48.03</td>
</tr>
<tr>
<td>7th term</td>
<td>49.33</td>
<td>50.86</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS:** Same as Journeyman

---

**Lineman Electrician - Teledata**

**JOB DESCRIPTION** Lineman Electrician - Teledata

**ENTIRE COUNTIES**


**WAGES**

Per hour:

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

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>01/01/2020</th>
<th>01/01/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable Splicer</td>
<td>$ 32.78</td>
<td>$ 33.77</td>
<td>$ 34.78</td>
</tr>
<tr>
<td>Installer, Repairman</td>
<td>$ 31.12</td>
<td>$ 32.05</td>
<td>$ 33.01</td>
</tr>
<tr>
<td>Teledata Lineman</td>
<td>$ 31.12</td>
<td>$ 32.05</td>
<td>$ 33.01</td>
</tr>
<tr>
<td>Tech., Equip. Operator</td>
<td>$ 31.12</td>
<td>$ 32.05</td>
<td>$ 33.01</td>
</tr>
<tr>
<td>Groundman</td>
<td>$ 16.49</td>
<td>$ 16.99</td>
<td>$ 17.50</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ST SHIFT</td>
<td>REGULAR RATE</td>
<td>$ 4.73</td>
</tr>
<tr>
<td>2ND SHIFT</td>
<td>REGULAR RATE PLUS 10%</td>
<td>$ 4.73</td>
</tr>
<tr>
<td>3RD SHIFT</td>
<td>REGULAR RATE PLUS 15%</td>
<td>$ 4.73</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>01/01/2020</th>
<th>01/01/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$ 4.73</td>
<td>$ 4.73</td>
<td>$ 4.73</td>
</tr>
</tbody>
</table>

*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

JOB DESCRIPTION
Lineman Electrician - Traffic Signal, Lighting
ENTIRE COUNTIES
Westchester

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/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
(Ref #14.01.03)

Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>05/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman, Technician</td>
<td>$ 50.16</td>
<td>$ 51.61</td>
</tr>
<tr>
<td>Crane, Crawler Backhoe</td>
<td>50.16</td>
<td>51.61</td>
</tr>
<tr>
<td>Certified Welder</td>
<td>52.67</td>
<td>54.19</td>
</tr>
<tr>
<td>Digging Machine</td>
<td>45.14</td>
<td>46.45</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>42.64</td>
<td>43.87</td>
</tr>
<tr>
<td>Groundman, Truck Driver</td>
<td>40.13</td>
<td>41.29</td>
</tr>
<tr>
<td>Equipment Mechanic</td>
<td>40.13</td>
<td>41.29</td>
</tr>
<tr>
<td>Flagman</td>
<td>30.10</td>
<td>30.97</td>
</tr>
</tbody>
</table>

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

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

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

** 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):

<table>
<thead>
<tr>
<th></th>
<th>$ 24.15</th>
<th>$ 24.90</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>*plus 6.75% of</td>
<td>*plus 6.75% of</td>
</tr>
</tbody>
</table>
hourly wage 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 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 and Governor of NYS Election Day.
Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and 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.

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2019</th>
<th>05/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$30.10</td>
<td>$30.97</td>
</tr>
<tr>
<td>2nd term</td>
<td>32.60</td>
<td>33.55</td>
</tr>
<tr>
<td>3rd term</td>
<td>35.11</td>
<td>36.13</td>
</tr>
<tr>
<td>4th term</td>
<td>37.62</td>
<td>38.71</td>
</tr>
<tr>
<td>5th term</td>
<td>40.13</td>
<td>41.29</td>
</tr>
<tr>
<td>6th term</td>
<td>42.64</td>
<td>43.87</td>
</tr>
<tr>
<td>7th term</td>
<td>45.14</td>
<td>46.45</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS: Same as Journeyman

Mason - Building 04/01/2020

JOB DESCRIPTION  Mason - Building

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2019 12/02/2019 06/01/2020 Additional
Tile Setters $58.95 $59.57 $0.88

SUPPLEMENTAL BENEFITS
Per Hour:

* $24.56* $24.71*
+ $9.34 + $9.45

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

Tile Setters:
(750 hour) term at the following wage rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-</td>
<td>751-</td>
<td>1501-</td>
<td>2251-</td>
<td>3001-</td>
<td>3751-</td>
<td>4501-</td>
<td>5251-</td>
<td>6001-</td>
<td>6501-</td>
<td>7000</td>
</tr>
<tr>
<td>750</td>
<td>1500</td>
<td>2250</td>
<td>3000</td>
<td>3750</td>
<td>4500</td>
<td>5250</td>
<td>6000</td>
<td>6750</td>
<td>7000</td>
<td></td>
</tr>
</tbody>
</table>

07/01/2019 $19.73 $24.39 $31.20 $35.85 $39.19 $42.34 $45.70 $50.35 $53.02 $56.68
12/02/2019
Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12.55*</td>
<td>$12.55*</td>
<td>$15.06*</td>
<td>$15.06*</td>
<td>$16.06*</td>
<td>$17.56*</td>
<td>$18.56*</td>
<td>$18.56*</td>
<td>$16.56*</td>
<td>$21.81*</td>
</tr>
<tr>
<td>+$.65</td>
<td>+$.70</td>
<td>+$.80</td>
<td>+$.84</td>
<td>+$1.22</td>
<td>+$1.27</td>
<td>+$1.62</td>
<td>+$1.66</td>
<td>+$5.88</td>
<td>+$6.31</td>
</tr>
</tbody>
</table>

* This portion of benefits subject to same premium rate as shown for overtime wages.

Mason - Building 04/01/2020

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES Putnam, Rockland, Westchester

PARTIAL COUNTIES Orange: Only the Township of Tuxedo.

WAGES
Per hour:

07/01/2019

Bricklayer $42.09
Cement Mason 42.09
Plasterer/Stone Mason 42.09
Pointer/Caulker 42.09

Additional $1.00 per hour for power saw work
Additional $0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium
Second shift an additional 15% of wage plus benefits to be paid
Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman $35.00

OVERTIME PAY
OVERTIME:
Cement Mason See (B, E, Q, W) on OVERTIME PAGE.
All Others See (B, E, Q) on OVERTIME PAGE.

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
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</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Apprentices indentured before June 1st, 2011 receive full journeyman benefits
Mason - Building

JOB DESCRIPTION  Mason - Building

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

DISTRICT 9

WAGES
Building:

<table>
<thead>
<tr>
<th>Wage Category</th>
<th>07/01/2019</th>
<th>01/01/2020</th>
<th>06/01/2020 Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mosaic &amp; Terrazzo Mechanic</td>
<td>$56.41</td>
<td>$56.81</td>
<td>$0.95</td>
</tr>
<tr>
<td>Mosaic &amp; Terrazzo Finisher</td>
<td>$54.81</td>
<td>$55.21</td>
<td></td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per hour:

Mosaic & Terrazzo Mechanic
$25.11* + $11.13
$25.36* + $11.41

Mosaic & Terrazzo Finisher
$25.11* + $11.11
$25.36* + $11.39

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (A, E, Q) on OVERTIME PAGE
Deduct $6.60 from hourly wages before calculating overtime.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES
Wages per hour: (750 Hour) terms at the following wage rate.

<table>
<thead>
<tr>
<th>Wage Category</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td>$25.09</td>
<td>$27.61</td>
<td>$30.13</td>
<td>$32.63</td>
<td>$35.14</td>
<td>$37.65</td>
<td>$42.67</td>
<td>$47.71</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

<table>
<thead>
<tr>
<th>07/01/2019</th>
<th>$12.69*</th>
<th>$13.95*</th>
<th>$15.22*</th>
<th>$16.49*</th>
<th>$17.76*</th>
<th>$19.02*</th>
<th>$21.56*</th>
<th>$24.04*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>+$9.01</td>
<td>+$9.91</td>
<td>+$10.80</td>
<td>+$11.71</td>
<td>+$12.61</td>
<td>+$13.51</td>
<td>+$15.31</td>
<td>+$17.10</td>
</tr>
</tbody>
</table>

Apprentices hired after 07/01/2017:
Wages Per hour:

<table>
<thead>
<tr>
<th>Wage Category</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td>$21.99</td>
<td>$22.60</td>
<td>$30.13</td>
<td>$35.14</td>
<td>$40.16</td>
<td>$45.17</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>07/01/2019</th>
<th>$4.46*</th>
<th>$11.41*</th>
<th>$15.22*</th>
<th>$17.76*</th>
<th>$20.29*</th>
<th>$22.83*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>+$6.30</td>
<td>+$8.01</td>
<td>+$10.80</td>
<td>+$12.61</td>
<td>+$14.41</td>
<td>+$16.22</td>
</tr>
</tbody>
</table>

*This portion of benefits subject to same premium rate as shown for overtime wages.
Mason - Building

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour: 07/01/2019 01/01/2020 07/01/2020

Building-Marble Restoration:

Marble, Stone & Terrazzo Polisher, etc

$42.81 $43.82

SUPPLEMENTAL BENEFITS
Per Hour:

Building-Marble Restoration:
Marble, Stone & Polisher

$28.06 $28.15

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

*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY
Paid:

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES
WAGES per hour:

900 hour term at the following wage:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>29.91</td>
<td>34.21</td>
<td>38.51</td>
<td>42.81</td>
</tr>
<tr>
<td>2nd</td>
<td>30.68</td>
<td>35.05</td>
<td>39.43</td>
<td>43.82</td>
</tr>
</tbody>
</table>

Supplemental Benefits Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>01/01/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td>$25.52</td>
<td>$26.37</td>
</tr>
<tr>
<td>01/01/2020</td>
<td>$25.52</td>
<td>$26.41</td>
</tr>
</tbody>
</table>

04/01/2020
**REGISTERED APPRENTICES**

Wage Per Hour:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-</td>
<td>751-</td>
<td>1501-</td>
<td>2251-</td>
<td>3001-</td>
<td>3751-</td>
<td>4501-</td>
<td>5251-</td>
<td>6001-</td>
<td>6751-</td>
</tr>
<tr>
<td>750</td>
<td>1500</td>
<td>2250</td>
<td>3000</td>
<td>3750</td>
<td>4500</td>
<td>5250</td>
<td>6000</td>
<td>6751</td>
<td>7500</td>
</tr>
</tbody>
</table>

- 07/01/2019: $23.72 $26.69 $29.66 $32.65 $36.21 $38.59 $41.56 $44.55 $50.50 $56.47
- 12/30/2019: $23.91 $26.88 $29.86 $32.88 $35.85 $38.83 $41.81 $44.83 $50.78 $56.78

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$19.94</td>
<td>$21.36</td>
<td>$22.79</td>
<td>$24.17</td>
<td>$25.59</td>
<td>$27.01</td>
<td>$28.43</td>
<td>$29.82</td>
<td>$32.66</td>
<td>$35.46</td>
</tr>
</tbody>
</table>

9-7/4

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**Mason - Building**

**JOB DESCRIPTION** Mason - Building

**ENTIRE COUNTIES** Nassau, Rockland, Suffolk, Westchester

**WAGES**

<table>
<thead>
<tr>
<th>07/01/2019</th>
<th>12/02/2019</th>
<th>06/01/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tile Finisher</td>
<td>$ 45.54</td>
<td>$ 45.96</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th>07/01/2019</th>
<th>12/02/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 21.26*</td>
<td>$ 21.46*</td>
</tr>
<tr>
<td>+ $9.17</td>
<td>+ $9.28</td>
</tr>
</tbody>
</table>

*This portion of benefits subject to same premium rate as shown for overtime wages

**OVERTIME PAY**

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

Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88A-tf

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**Mason - Building**

**JOB DESCRIPTION** Mason - Building

**ENTIRE COUNTIES** Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

<table>
<thead>
<tr>
<th>07/01/2019</th>
<th>01/01/2020</th>
<th>07/01/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marble, Stone, etc.</td>
<td>$ 24.31</td>
<td>$ 24.98</td>
</tr>
<tr>
<td>Maintenance Finishers:</td>
<td>$ 24.31</td>
<td>$ 24.98</td>
</tr>
</tbody>
</table>

Additional:

<table>
<thead>
<tr>
<th>07/01/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.67</td>
</tr>
</tbody>
</table>

Note 1: An additional $2.00 per hour for time spent grinding floor using "60 grit" and below.

Note 2: Flaming equipment operator shall be paid an additional $25.00 per day.
SUPPLEMENTAL BENEFITS
Per Hour:

Marble, Stone, etc
Maintenance Finishers: $ 13.72 $ 13.73

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*Double hourly rate after 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES
WAGES per hour:

<table>
<thead>
<tr>
<th>Pay Range</th>
<th>07/01/2019</th>
<th>01/01/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-750</td>
<td>$16.97</td>
<td>$17.49</td>
</tr>
<tr>
<td>751-1500</td>
<td>$17.95</td>
<td>$18.84</td>
</tr>
<tr>
<td>1501-2250</td>
<td>$18.93</td>
<td>$19.49</td>
</tr>
<tr>
<td>2251-3000</td>
<td>$19.90</td>
<td>$20.48</td>
</tr>
<tr>
<td>3001-3750</td>
<td>$21.38</td>
<td>$21.98</td>
</tr>
<tr>
<td>3751-4500</td>
<td>$23.33</td>
<td>$23.98</td>
</tr>
<tr>
<td>4501+</td>
<td>$24.31</td>
<td>$24.98</td>
</tr>
</tbody>
</table>

Supplemental Benefits:
Per hour:

<table>
<thead>
<tr>
<th>Pay Range</th>
<th>07/01/2019</th>
<th>01/01/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-750</td>
<td>$13.65</td>
<td>$13.61</td>
</tr>
<tr>
<td>751-1500</td>
<td>$13.66</td>
<td>$13.63</td>
</tr>
<tr>
<td>1501-2250</td>
<td>$13.67</td>
<td>$13.64</td>
</tr>
<tr>
<td>2251-3000</td>
<td>$13.68</td>
<td>$13.66</td>
</tr>
<tr>
<td>3001-3750</td>
<td>$13.69</td>
<td>$13.68</td>
</tr>
<tr>
<td>3751-4500</td>
<td>$13.71</td>
<td>$13.71</td>
</tr>
<tr>
<td>4501+</td>
<td>$13.72</td>
<td>$13.73</td>
</tr>
</tbody>
</table>

Additional: $0.60

Mason - Building / Heavy&Highway

JOB DESCRIPTION Mason - Building / Heavy&Highway

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

<table>
<thead>
<tr>
<th>Pay Range</th>
<th>07/01/2019</th>
<th>12/30/2019</th>
<th>06/29/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-750</td>
<td>$47.41</td>
<td>$47.68</td>
<td>Additional</td>
</tr>
<tr>
<td>751-1500</td>
<td>$47.64</td>
<td>$47.68</td>
<td>$0.60</td>
</tr>
</tbody>
</table>

SUPEPPLEMENTAL BENEFITS
Journeyworker:
per hour

Marble- Finisher $ 34.49 $ 34.63

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

HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
* Work beyond 8 hours on a Saturday shall be paid at double the rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

Mason - Heavy&Highway

JOB DESCRIPTION Mason - Heavy&Highway

ENTIRE COUNTIES
Putnam, Rockland, Westchester
PARTIAL COUNTIES
Orange: Only the Township of Tuxedo.

WAGES
Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bricklayer</td>
<td>$42.60</td>
</tr>
<tr>
<td>Cement Mason</td>
<td>42.60</td>
</tr>
<tr>
<td>Marble/Stone Mason</td>
<td>42.60</td>
</tr>
<tr>
<td>Plasterer</td>
<td>42.60</td>
</tr>
<tr>
<td>Pointer/Caulker</td>
<td>42.60</td>
</tr>
</tbody>
</table>

Additional $1.00 per hour for power saw work
Additional $0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:
- Irregular work day requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS
Per hour:

| Journeymen  | $34.99 |

OVERTIME PAY
Cement Mason: See (B, E, Q, W, X)
All Others: See (B, E, Q, X)

HOLIDAY
Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following percentage of Journeymen's wage

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
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<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour

750 hour terms at the following percentage of journeymen supplements

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
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<tbody>
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<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Apprentices indentured before June 1st, 2011 receive full journeymen benefits

Operating Engineer - Building

<table>
<thead>
<tr>
<th>Operating Engineer - Building</th>
<th>04/01/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTRICT</td>
<td>9</td>
</tr>
</tbody>
</table>

ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES
Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES
NOTE: Construction surveying
Party chief--One who directs a survey party
Instrument Man--One who runs the instrument and assists Party Chief.
Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2019
Building Construction:

- Party Chief: $74.75
- Instrument Man: $59.53
- Rodman: $40.79

Steel Erection:

- Party Chief: $75.46
- Instrument Man: $60.19
- Rodman: $42.35

Heavy Construction-NYC counties only:

- Party Chief: $80.74
- Instrument Man: $61.03
- Rodman: $52.26

SUPPLEMENTAL BENEFITS Per Hour:

- Building Construction & Steel: $22.85* + 6.90
- Heavy Construction: $23.10* + 6.90

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit: $16.45

OVERTIME PAY
See (A, B, E, Q) on OVERTIME PAGE
Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.
Code "B" applies to Heavy Construction and Steel Erection and has double the rate after 8 hours on Saturdays.

HOLIDAY
Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

Operating Engineer - Building

JOB DESCRIPTION Operating Engineer - Building  
DISTRICT 8

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I:
Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.
GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc. (Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engine-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull (Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker (Air Ram), Paver (Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.


GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper (sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing, Roller(Under 4 Ton), Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper.

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour) 07/01/2019

<table>
<thead>
<tr>
<th>GROUP</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>$61.70</td>
</tr>
<tr>
<td>I-A</td>
<td>$53.95</td>
</tr>
<tr>
<td>I-B</td>
<td>$49.68</td>
</tr>
<tr>
<td>II</td>
<td>$50.11</td>
</tr>
<tr>
<td>III-A</td>
<td>$52.03</td>
</tr>
<tr>
<td>III-B</td>
<td>$50.11</td>
</tr>
<tr>
<td>IV-A</td>
<td>$53.95</td>
</tr>
<tr>
<td>IV-B</td>
<td>$52.03</td>
</tr>
<tr>
<td>V</td>
<td>$50.11</td>
</tr>
<tr>
<td>VI-A</td>
<td>$50.11</td>
</tr>
<tr>
<td>VI-B</td>
<td>$49.92</td>
</tr>
<tr>
<td>Utility Man</td>
<td>$42.83</td>
</tr>
<tr>
<td>Warehouse Man</td>
<td>$44.92</td>
</tr>
</tbody>
</table>

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour.

Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour.

Loader operators over 5 cubic yard capacity additional .50 per hour.

Shovel operators over 4 cubic yard capacity additional $1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2019

| Journeyworker | $28.52 |

OVERTIME PAY

OVERTIME:..... See ( B, E, P, R*, T**, U***, V ) on OVERTIME PAGE.

HOLIDAY
JOB DESCRIPTION Operating Engineer - Heavy&Highway

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES
GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck), Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under), Vibratory Roller (Riding), Welder.

GROUP II-B: Mechanic (Outside) All Types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheep Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck).

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowoc or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour:

<table>
<thead>
<tr>
<th>Group</th>
<th>07/01/2019</th>
<th>03/02/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group I</td>
<td>$61.03</td>
<td>$62.38</td>
</tr>
<tr>
<td>Group I-A</td>
<td>53.80</td>
<td>54.95</td>
</tr>
<tr>
<td>Group I-B</td>
<td>56.69</td>
<td>57.92</td>
</tr>
<tr>
<td>Group I-A</td>
<td>51.52</td>
<td>52.61</td>
</tr>
<tr>
<td>Group II-B</td>
<td>53.13</td>
<td>54.26</td>
</tr>
<tr>
<td>Group III</td>
<td>50.61</td>
<td>51.68</td>
</tr>
<tr>
<td>Group IV-A</td>
<td>46.00</td>
<td>46.93</td>
</tr>
<tr>
<td>Group IV-B</td>
<td>39.49</td>
<td>40.24</td>
</tr>
<tr>
<td>Group V-A</td>
<td>69.14</td>
<td>70.72</td>
</tr>
</tbody>
</table>
SHIFT DIFFERENTIAL:
A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts
on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity $0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity $1.00 per hour over the rate listed in the Wage Schedule.

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 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:

Journeyworker: 07/01/2019 03/02/2020
$ 29.55 up $ 30.50 up
to 40 Hours to 40 Hours
After 40 hours After 40 hours
$ 20.50* PLUS $ 21.35* PLUS
$ 1.05 on all $ 1.15 on all
hours worked hours worked

*This amount is subject to premium

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

HOLIDAY
Paid:......... See ( 5, 6, 8, 9, 15, 25 ) on HOLIDAY PAGE
Overtime:..... See ( 5, 6, 8, 9, 15, 25 ) on OVERTIME PAGE

* For Holiday codes 8,9,15,25 code R applies
** For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES
(1)year terms at the following rate.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>03/02/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 26.90</td>
<td>$ 27.48</td>
</tr>
<tr>
<td>2nd term</td>
<td>32.28</td>
<td>32.97</td>
</tr>
<tr>
<td>3rd term</td>
<td>37.66</td>
<td>38.47</td>
</tr>
<tr>
<td>4th term</td>
<td>43.04</td>
<td>43.96</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

Apprentices: 07/01/2019 03/02/2020
$ 21.55 $ 22.50

8-137HH

Operating Engineer - Heavy&Highway 04/01/2020

JOB DESCRIPTION Operating Engineer - Heavy&Highway

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: South of the North city line of Poughkeepsie
WAGES
Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the Survey Crew
Categories cover GPS & Underground Surveying

Per Hour: 07/01/2019

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party Chief</td>
<td>$78.00</td>
</tr>
<tr>
<td>Instrument Man</td>
<td>58.81</td>
</tr>
<tr>
<td>Rodman</td>
<td>50.26</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Categories</td>
<td>$23.10* plus $6.90</td>
</tr>
</tbody>
</table>

Premium:

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time &amp; 1/2</td>
<td>$34.65* plus $6.90</td>
</tr>
<tr>
<td>Double Time</td>
<td>$46.20* plus $6.90</td>
</tr>
</tbody>
</table>

Non-Worked Holiday Supplemental Benefits:

<table>
<thead>
<tr>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$16.45</td>
</tr>
</tbody>
</table>

OVERTIME PAY

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

* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

---

Operating Engineer - Heavy&Highway - Tunnel

JOB DESCRIPTION
Operating Engineer - Heavy&Highway - Tunnel

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/ Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under), Vibratory Roller(riding), Welder.

GROUP II-B: Mechanic(outside)all types.
GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types of power), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheep's Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV-A: Service Person (Grease Truck).

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (for Crane only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or similar), Welding Machine (Steel Erection), Welders Helper.

GROUP V-A: Engineer (all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater), Hoist Engineer (Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>03/02/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP I</td>
<td>$ 61.03</td>
<td>$ 62.38</td>
</tr>
<tr>
<td>GROUP I-A</td>
<td>53.80</td>
<td>54.95</td>
</tr>
<tr>
<td>GROUP I-B</td>
<td>56.69</td>
<td>57.92</td>
</tr>
<tr>
<td>GROUP II-A</td>
<td>51.52</td>
<td>52.61</td>
</tr>
<tr>
<td>GROUP II-B</td>
<td>53.13</td>
<td>54.26</td>
</tr>
<tr>
<td>GROUP III</td>
<td>50.61</td>
<td>51.68</td>
</tr>
<tr>
<td>GROUP IV-A</td>
<td>46.00</td>
<td>46.93</td>
</tr>
<tr>
<td>GROUP IV-B</td>
<td>39.49</td>
<td>40.24</td>
</tr>
<tr>
<td>GROUP V-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer-Cranes</td>
<td>69.14</td>
<td>70.72</td>
</tr>
<tr>
<td>Engineer-Pile Driver</td>
<td>66.77</td>
<td>68.27</td>
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<tr>
<td>Hoist Engineer</td>
<td>62.61</td>
<td>64.00</td>
</tr>
<tr>
<td>Jersey Spreader</td>
<td>52.71</td>
<td>53.83</td>
</tr>
<tr>
<td>Pavement Breaker</td>
<td>52.71</td>
<td>53.83</td>
</tr>
<tr>
<td>Post Hole Digger</td>
<td>52.71</td>
<td>53.83</td>
</tr>
</tbody>
</table>

SHIFT DIFFERENTIAL:
A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive $0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional $1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional $0.50 per hour.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker:

<table>
<thead>
<tr>
<th></th>
<th>03/04/2019</th>
<th>03/02/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 21.55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>+ $8.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Limited to first 40 hours)</td>
<td>(Limited to first 40 hours)</td>
<td></td>
</tr>
</tbody>
</table>

OVERTIME PAY
See (D, O, *U, V) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

* Note: For Holiday codes 5 & 6, code U applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES
(1)year terms at the following rates:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>03/02/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 26.90</td>
<td>$ 27.48</td>
</tr>
<tr>
<td>2nd term</td>
<td>32.28</td>
<td>32.97</td>
</tr>
</tbody>
</table>

Page 50
Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td>$ 21.55</td>
<td></td>
</tr>
<tr>
<td>03/02/2020</td>
<td></td>
<td>$ 22.50</td>
</tr>
</tbody>
</table>

JOB DESCRIPTION Operating Engineer - Marine Dredging

ENTIRE COUNTIES
Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES
These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLASS A1</td>
<td>$ 39.23</td>
<td>$ 40.31</td>
</tr>
<tr>
<td>Deck Captain, Leverman</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical Dredge Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Licensed Tug Operator 1000HP or more</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLASS A2</td>
<td>34.96</td>
<td>35.92</td>
</tr>
<tr>
<td>Crane Operator (360 swing)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLASS B</td>
<td>33.93</td>
<td>34.86</td>
</tr>
<tr>
<td>Dozer, Front Loader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operator on Land</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLASS B1</td>
<td>33.93</td>
<td>34.86</td>
</tr>
<tr>
<td>Derrick Operator (180 swing)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spider/Spill Barge Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Licensed Boat, Crew Boat Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLASS B2</td>
<td>31.94</td>
<td>32.82</td>
</tr>
<tr>
<td>Certified Welder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLASS C1</td>
<td>31.07</td>
<td>31.92</td>
</tr>
<tr>
<td>Drag Barge Operator, Steward, Mate, Assistant Fill Placer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLASS C2</td>
<td>30.06</td>
<td>30.89</td>
</tr>
<tr>
<td>Boat Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLASS D</td>
<td>24.97</td>
<td>25.66</td>
</tr>
<tr>
<td>Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Classes A &amp; B</td>
<td>$11.23 plus 7.5% of straight time</td>
<td>$11.88 plus 7.5% of straight time</td>
</tr>
</tbody>
</table>
wage, Overtime hours
add $ 0.63

All Class C
$10.93 plus 7.5%
of straight time
wage, Overtime hours
add $ 0.48

All Class D
$10.63 plus 7.5%
of straight time
wage, Overtime hours
add $ 0.33

OVERTIME PAY
See (B2, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

Operating Engineer - Survey Crew - Consulting Engineer 04/01/2020

JOB DESCRIPTION
Operating Engineer - Survey Crew - Consulting Engineer

DISTRIBUTION
9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Dutchess: That part in Duchess County lying South of the North City line of Poughkeepsie.

WAGES
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2019
Survey Classifications
Party Chief $ 43.71
Instrument Man 36.43
Rodman 31.84

SUPPLEMENTAL BENEFITS
Per Hour:
All Crew Members: $ 19.50

OVERTIME PAY
OVERTIME:.. See ( B, E*, Q, V ) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Painter 04/01/2020

JOB DESCRIPTION
Painter

DISTRIBUTION
8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour: 07/01/2019

Brush $ 48.20*

Abatement/Removal of lead based
or lead containing paint on
materials to be repainted.
48.20*

Spray & Scaffold $ 51.20*
Fire Escape 51.20*
DECORATOR

51.20*

PAPERHANGER/WALL COVERER

50.97*

*Subtract $0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2019

PAPERHANGER  $29.47
All others  27.59
Premium  30.35**

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

One (1) year terms at the following wage rate.

Per hour: 07/01/2019

Appr 1st term... $18.39*
Appr 2nd term... 24.02*
Appr 3rd term... 29.12*
Appr 4th term... 38.95*

*Subtract $0.10 to calculate premium rate.

Supplemental benefits:

Per Hour: 07/01/2019

Appr 1st term... $14.16
Appr 2nd term... 17.17
Appr 3rd term... 19.77
Appr 4th term... 24.91

REGISTERED APPRENTICES

Wages - Per Hour: 07/01/2019

1500 hour terms at the following wage rate:

8-NYDC9-B/S

PAINTER

04/01/2020

JOB DESCRIPTION Painter

ENTIRE COUNTIES
Putnam, Suffolk, Westchester

PARTIAL COUNTIES
Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern Blvd. At Northern Blvd. going east the district north of Northern Blvd. to Port Washington Blvd. West of Port Washington Blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor Haven, Harbour Acres.

WAGES

Per hour: 07/01/2019
Drywall Taper  $48.20*

*Subtract $0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2019
Journeyman  $27.59

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages - Per Hour: 07/01/2019

1500 hour terms at the following wage rate:
1st term $18.39*
2nd term $24.02*
3rd term $29.12*
4th term $38.95*

*Subtract $0.10 to calculate premium rate.

Supplemental Benefits - Per hour:
One year term (1500 hours) at the following dollar amount.

1st year $14.16
2nd year $17.17
3rd year $19.77
4th year $24.91

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

WAGES
Per Hour:
STEEL:
Bridge Painting: 07/01/2019
$49.50
+ 6.38*

ADDITIONAL $6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

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

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker: 07/01/2019
$ 9.50
+26.05*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY
See (A, F, R) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Wage - Per hour:

Apprentices: (1) year terms 07/01/2019
1st year $23.13
2nd year 34.73
3rd year 46.30
Supplemental Benefits - Per hour:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$13.44</td>
</tr>
<tr>
<td>2nd year</td>
<td>20.16</td>
</tr>
<tr>
<td>3rd year</td>
<td>26.88</td>
</tr>
</tbody>
</table>

Painter - Line Striping

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT** 8

**ENTIRE COUNTIES**

**WAGES**

Per hour:

- Painter (Striping-Highway): 07/01/2019
- Stripping-Machine Operator* $29.93
- Linerman Thermoplastic $36.06

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

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**

<table>
<thead>
<tr>
<th>Wage Rate</th>
<th>07/01/2019</th>
<th>07/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyworker Stripping-Machine operator</td>
<td>$7.44</td>
<td></td>
</tr>
<tr>
<td>Linerman Thermoplastic</td>
<td>$7.44</td>
<td></td>
</tr>
</tbody>
</table>

**OVERTIME PAY**
See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One (1) year terms at the following wage rates:

<table>
<thead>
<tr>
<th>Term</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$11.97</td>
</tr>
<tr>
<td>2nd term</td>
<td>17.96</td>
</tr>
<tr>
<td>3rd term</td>
<td>23.94</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$7.44</td>
</tr>
<tr>
<td>2nd term</td>
<td>7.44</td>
</tr>
<tr>
<td>3rd term</td>
<td>7.44</td>
</tr>
</tbody>
</table>

Painter - Metal Polisher

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT** 8

**ENTIRE COUNTIES**

**WAGES**
07/01/2019

Metal Polisher
$ 30.58
Metal Polisher*
31.53
Metal Polisher**
34.08

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2019

Journeyworker:
All classification $ 7.72

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

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

07/01/2019

1st year $ 15.00
2nd year 15.00
3rd year 15.75

1st year* $ 17.39
2nd year* 17.44
3rd year* 18.29

1st year** $ 19.50
2nd year** 19.50
3rd year** 20.25

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year $ 5.52
2nd year 5.52
3rd year 5.52

Plumber
04/01/2020

JOB DESCRIPTION Plumber

ENTIRE COUNTIES
Putnam, Westchester

WAGES
Per hour: 07/01/2019

Plumber and
Steamfitter $ 56.96

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**  $35.61

**OVERTIME PAY**
See (B, E, E2, Q, V) on OVERTIME PAGE
OVERTIME:... See... 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 wages:

<table>
<thead>
<tr>
<th>Term</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$21.09</td>
</tr>
<tr>
<td>2nd</td>
<td>24.22</td>
</tr>
<tr>
<td>3rd</td>
<td>27.96</td>
</tr>
<tr>
<td>4th</td>
<td>39.97</td>
</tr>
<tr>
<td>5th</td>
<td>42.90</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$14.83</td>
</tr>
<tr>
<td>2nd</td>
<td>16.52</td>
</tr>
<tr>
<td>3rd</td>
<td>19.68</td>
</tr>
<tr>
<td>4th</td>
<td>25.81</td>
</tr>
<tr>
<td>5th</td>
<td>27.34</td>
</tr>
</tbody>
</table>

8-21.1-ST

**Plumber - HVAC / Service 04/01/2020**

**JOB DESCRIPTION**  Plumber - HVAC / Service

**DISTRIBUT**  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: 07/01/2019

<table>
<thead>
<tr>
<th>Service</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>HVAC Service</td>
<td>$38.18</td>
</tr>
<tr>
<td></td>
<td>$4.32*</td>
</tr>
</tbody>
</table>

*Note: This portion of wage is not subject to overtime premium.

**SUPPLEMENTAL BENEFITS**
Per hour: 07/01/2019

Journeyworker HVAC Service  $22.44

**OVERTIME PAY**
See (B, F, R) on OVERTIME PAGE

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

**REGISTERED APPRENTICES**
HVAC SERVICE

(1)year terms at the following wages:

<table>
<thead>
<tr>
<th>Year</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$17.37</td>
</tr>
<tr>
<td>2nd</td>
<td>20.50</td>
</tr>
<tr>
<td>3rd</td>
<td>25.69</td>
</tr>
<tr>
<td>4th</td>
<td>31.56</td>
</tr>
<tr>
<td>5th</td>
<td>34.11</td>
</tr>
<tr>
<td></td>
<td>$2.37*</td>
</tr>
<tr>
<td></td>
<td>$2.67*</td>
</tr>
<tr>
<td></td>
<td>$3.22*</td>
</tr>
<tr>
<td></td>
<td>$3.84*</td>
</tr>
<tr>
<td></td>
<td>$4.07*</td>
</tr>
</tbody>
</table>
*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices 07/01/2019

1st term $ 17.82
2nd term 18.61
3rd term 19.54
4th term 20.74
5th term 21.63

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations 04/01/2020

JOB DESCRIPTION Plumber - Jobbing & Alterations

ENTIRE COUNTIES
Dutchess, Putnam, Westchester

PARTIAL COUNTIES
Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES
Per hour: 07/01/2019
Journeyworker: $ 44.19

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

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

OVERTIME PAY
See (B, *E, E2, Q, V) on OVERTIME PAGE
*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

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 wages:

1st year $ 19.24
2nd year 21.33
3rd year 23.05
4th year 32.41
5th year 34.21

Supplemental Benefits per hour:

1st year $ 9.60
2nd year 11.36
3rd year 15.07
4th year 20.31
5th year 22.11

8-21.3-J&A

Roofer 04/01/2020

JOB DESCRIPTION Roofer

DISTRICT 9
### ENTIRE COUNTIES
Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

### WAGES
Per Hour: 07/01/2019

- **Roofer/Waterproofer**: $42.50 + $7.00*

  *This portion is not subject to overtime premiums.*

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

### SUPPLEMENTAL BENEFITS
Per Hour: $26.37

### OVERTIME PAY
See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

### HOLIDAY
Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES
(1) year term

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$14.88</td>
<td>$24.75</td>
<td>$29.70</td>
<td>$37.14</td>
</tr>
</tbody>
</table>

Supplements:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$3.30</td>
<td>$13.21</td>
<td>$15.84</td>
<td>$19.79</td>
</tr>
</tbody>
</table>

### Sheetmetal Worker

**Job Description**: Sheetmetal Worker

**District**: 8

**ENTIRE COUNTIES**
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**
Per Hour: 07/01/2019

- **SheetMetal Worker**: $44.74

**Shift Work**
For all NYS D.O.T. and other Governmental mandated off-shift work:
10% increase for additional shifts for a minimum of five (5) days

### SUPPLEMENTAL BENEFITS
Journeyworker: $42.48

### OVERTIME PAY
OVERTIME: See (B, E, Q) on OVERTIME PAGE.

### HOLIDAY
Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

### REGISTERED APPRENTICES
(1) year term

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$16.60</td>
<td>$18.67</td>
<td>$20.75</td>
<td>$22.83</td>
<td>$24.89</td>
<td>$26.98</td>
<td>$29.53</td>
<td>$32.08</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

**Apprentices**

<table>
<thead>
<tr>
<th>Term</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$18.30</td>
</tr>
<tr>
<td>2nd term</td>
<td>20.59</td>
</tr>
<tr>
<td>3rd term</td>
<td>22.85</td>
</tr>
<tr>
<td>4th term</td>
<td>25.17</td>
</tr>
<tr>
<td>5th term</td>
<td>27.74</td>
</tr>
<tr>
<td>6th term</td>
<td>29.72</td>
</tr>
<tr>
<td>7th term</td>
<td>31.15</td>
</tr>
<tr>
<td>8th term</td>
<td>33.34</td>
</tr>
</tbody>
</table>
Sheetmetal Worker 04/01/2020

JOB DESCRIPTION  Sheetmetal Worker

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2019
Sign Erector $ 50.45

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2019
Sign Erector $ 46.66

OVERTIME PAY
See (A, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>35%</td>
<td>40%</td>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$13.11</td>
<td>$14.85</td>
<td>$16.59</td>
<td>$18.34</td>
<td>$25.56</td>
<td>$27.80</td>
<td>$30.76</td>
<td>$33.07</td>
<td>$35.36</td>
<td>$37.65</td>
</tr>
</tbody>
</table>

4-137-SE

Sprinkler Fitter 04/01/2020

JOB DESCRIPTION  Sprinkler Fitter

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES
Per hour 07/01/2019
Sprinkler Fitter $ 45.42

SUPPLEMENTAL BENEFITS
Per hour
Journeyman $ 25.54

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.
Supplemental Benefits per hour worked

For Apprentices HIRED ON OR AFTER 04/01/2013:
One Half Year terms at the following percentage of journeyman's wage.

Supplemental Benefits per hour worked

Note: Fuel truck operators on construction sites addit. $5.00 per day.
For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential: NYS DOT or other Governmental Agency contracts shall receive a shift differential of Fifteen (15%) percent above the wage rate.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Fridays and Saturdays may be used as make-up days at straight time when a day during the work week has been lost due to inclement weather.

---

**Teamster - Building / Heavy&Highway**

**JOB DESCRIPTION**  
Teamster - Building / Heavy&Highway

**DISTRICT**  8

**ENTIRE COUNTIES**  
Putnam, Westchester

**WAGES**

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.

GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment (under 40 tons), Euclid.

GROUP HH: Off-road Equipment (under 40 tons) D.J.B.

GROUP I: Off-road Equipment (under 40 tons) Darts.

GROUP II: Off-road Equipment (under 40 tons) RXS.

**WAGES:** (per hour)  
07/01/2019

GROUP A  $41.67*
GROUP B  42.29*
GROUP BB  41.79*
GROUP C  44.42*
GROUP D  42.12*
GROUP E  42.67*
GROUP F  43.67*
GROUP G  42.42*
GROUP H  43.04*
GROUP HH  43.42*
GROUP I  43.17*
GROUP II  43.54*

* To calculate premium wage, subtract $.20 from the hourly wage.
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:
Journeyworker

First 40 hours $ 30.67
41st-45th hours 13.38
Over 45 hours 0.25

NOTE: Employees entitled to 1 week of paid vacation based on group classification after 90 days of employment.

OVERTIME PAY
See (B, E, P, R) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

8-456

Welder

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,

WAGES
Per hour 07/01/2019

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the ‘Certified Welder’ rate in that trade tag will be paid.

OVERTIME PAY
HOLIDAY

1-As Per Trade
Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

( AA ) Time and one half of the hourly rate after 7 and one half hours per day

( A ) Time and one half of the hourly rate after 7 hours per day

( B ) Time and one half of the hourly rate after 8 hours per day

( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours

( B2 ) Time and one half of the hourly rate after 40 hours per week

( C ) Double the hourly rate after 7 hours per day

( C1 ) Double the hourly rate after 7 and one half hours per day

( D ) Double the hourly rate after 8 hours per day

( D1 ) Double the hourly rate after 9 hours per day

( E ) Time and one half of the hourly rate on Saturday

( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours

( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather

( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week

( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather

( E5 ) Double time after 8 hours on Saturdays

( F ) Time and one half of the hourly rate on Saturday and Sunday

( G ) Time and one half of the hourly rate on Saturday and Holidays

( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays

( I ) Time and one half of the hourly rate on Sunday

( J ) Time and one half of the hourly rate on Sunday and Holidays

( K ) Time and one half of the hourly rate on Holidays

( L ) Double the hourly rate on Saturday

( M ) Double the hourly rate on Saturday and Sunday

( N ) Double the hourly rate on Saturday and Holidays

( O ) Double the hourly rate on Saturday, Sunday, and Holidays

( P ) Double the hourly rate on Sunday

( Q ) Double the hourly rate on Sunday and Holidays

( R ) Double the hourly rate on Holidays

( S ) Two and one half times the hourly rate for Holidays
(S1)  Two and one half times the hourly rate the first 8 hours on Sunday or Holidays. One and one half times the hourly rate all additional hours.
(T)  Triple the hourly rate for Holidays
(U)  Four times the hourly rate for Holidays
(V)  Including benefits at SAME PREMIUM as shown for overtime
(W)  Time and one half for benefits on all overtime hours.
(X)  Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)
Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

( 1 ) None
( 2 ) Labor Day
( 3 ) Memorial Day and Labor Day
( 4 ) Memorial Day and July 4th
( 5 ) Memorial Day, July 4th, and Labor Day
( 6 ) New Year's, Thanksgiving, and Christmas
( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
( 8 ) Good Friday
( 9 ) Lincoln's Birthday
(10 ) Washington's Birthday
(11 ) Columbus Day
(12 ) Election Day
(13 ) Presidential Election Day
(14 ) 1/2 Day on Presidential Election Day
(15 ) Veterans Day
(16 ) Day after Thanksgiving
(17 ) July 4th
(18 ) 1/2 Day before Christmas
(19 ) 1/2 Day before New Years
(20 ) Thanksgiving
(21 ) New Year's Day
(22 ) Christmas
(23 ) Day before Christmas
(24 ) Day before New Year's
(25 ) Presidents' Day
(26 ) Martin Luther King, Jr. Day
(27 ) Memorial Day
(28 ) Easter Sunday
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)

<table>
<thead>
<tr>
<th>1. Name and complete address</th>
<th>2. NY State Units (see Item 5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Check if new or change)</td>
<td>07 City</td>
</tr>
<tr>
<td>Telephone: ( )</td>
<td>08 Local School District</td>
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<tr>
<td>Fax: ( )</td>
<td>09 Special Local District, i.e.,</td>
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<tr>
<td>E-Mail:</td>
<td>Fire, Sewer, Water District</td>
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3. SEND REPLY TO

Name and complete address:

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<th>4. SERVICE REQUIRED. Check appropriate box and provide project information.</th>
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<tr>
<td>☐ New Schedule of Wages and Supplements.</td>
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<tr>
<td>☐ APPROXIMATE BID DATE:</td>
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<tr>
<td>☐ Additional Occupation and/or Redetermination</td>
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### B. PROJECT PARTICULARS

5. Project Title __________________________ Description of Work __________________________

Contract Identification Number __________________________

Note: For NYS units, the OSC Contract No. __________________________

<table>
<thead>
<tr>
<th>7. Nature of Project - Check One:</th>
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<tbody>
<tr>
<td>☐ 1. New Building</td>
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<tr>
<td>☐ 2. Addition to Existing Structure</td>
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<tr>
<td>☐ 3. Heavy and Highway Construction (New and Repair)</td>
</tr>
<tr>
<td>☐ 4. New Sewer or Waterline</td>
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<tr>
<td>☐ 5. Other New Construction (Explain)</td>
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<tr>
<td>☐ 6. Other Reconstruction, Maintenance, Repair or Alteration</td>
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<td>☐ 7. Demolition</td>
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<td>☐ 8. Building Service Contract</td>
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8. OCCUPATION FOR PROJECT :

| ☐ Construction (Building, Heavy Highway/Sewer/Water) |
| ☐ Tunnel |
| ☐ Residential |
| ☐ Landscape Maintenance |
| ☐ Elevator maintenance |
| ☐ Exterminators, Fumigators |
| ☐ Fire Safety Director, NYC Only |

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

10. Name and Title of Requester __________________________

Signature __________________________

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

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

The agency issuing the determination and providing the information, is denoted under the heading ‘Fiscal Officer’. DOL = New York State Department of Labor; NYC = New York City Comptroller’s Office; AG = New York State Attorney General’s Office; DA = County District Attorney’s Office.

**Debarment Database**: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers’ Compensation Law Section 141-b, access the database at this link: https://applications.labor.ny.gov/EDList/searchPage.do

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322
### NYSDOL Bureau of Public Work Debarment List 04/14/2020

**Article 8**

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>Fiscal Officer</th>
<th>FEIN</th>
<th>EMPLOYER NAME</th>
<th>EMPLOYER DBA NAME</th>
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<th>DEBARMENT START DATE</th>
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<td>A.J.S, PROJECT MANAGEMENT, INC.</td>
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<td>400 OSER AVE #2300 HAUPTPAUGE NY 11788</td>
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