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DORMITORY AUTHORITY STATE OF NEW YORK

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PURCHASING GENERAL CONDITIONS

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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.

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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.

OWNER - The Dormitory Authority - State of New York

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

PROJECT - The facility or facilities at which Commodities will be delivered (and installed if required by the Contract).

PROPOSAL - An offer to furnish a described Commodity or service at a stated price in accordance with the Contract Documents. A proposal shall be differentiated from a bid in that it shall be awarded based upon a "best value" criteria, rather than cost. The "best value" criteria shall include an evaluation of predetermined technical factors and qualifications and experience of the Proposer.

PURCHASE ORDER - The official form used by the Dormitory Authority when placing an order for Work.

SPECIFICATIONS - Description of the Work and the condition for its purchase.

SUPPLEMENTAL SPECIFICATIONS – Identifies documents applicable to the successful Bidder or Proposer.

WORK - The performance of all obligations imposed upon the Contractor by the Contract including labor and the furnishing and supplying, delivering, storing and installing of all Commodities and other things necessary, for proper or incidental completion.

ARTICLE II – BIDS AND PROPOSALS
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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.

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.

Contractor Base Cost	\$1,000.
20% OH & P Allowance	<u>200.</u>
Total	\$1,200.

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.

Subcontractor base cost	\$1,000.
20% Subcontractor OH & P Allowance	<u>200.</u>
Subcontractor Total	\$1,200.
10% Contractor Allowance on Base Cost	<u>100.</u>
Total	\$1,300.

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.

Subcontractor Base Cost	\$200,000.
20% Subcontractor OH & P Allowance	<u>40,000.</u>
Subcontractor Total	\$240,000.
10% Contractor Allowance on First \$10,000 Base Cost	1,000.
5% on Next \$90,000 Base Cost	4,500.
3% on Base Cost over \$100,000	<u>3,000.</u>
Total	\$248,500.

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.

Vendor Base Cost	\$200,000.
10% Prime or Subcontractor allowance on First \$10,000 Base Cost	1,000.
5% on Next \$90,000 Base Cost	4,500.
3% on Base Cost over \$100,000	<u>3,000.</u>
Prime or Subcontractor Total	\$208,500.
10% Prime Contractor allowance on First \$10,000 Base Cost when equipment is supplied by the Subcontractor. No other mark-up allowed.	<u>1,000.</u>
Total	\$209,500.

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. If change orders shall be processed, executed and approved in a written form that is acceptable to the Authority.

ARTICLE VII – PAYMENTS

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
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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 nondiscrimination 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
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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.

<p style="text-align: center;">ARTICLE XIV – INSURANCE AND CONTRACT SECURITY FOR CONTRACTS INVOLVING INSTALLATION OF COMMODITIES</p>

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".

F. Hazardous/Contaminated Materials Contractors and Subcontractors including Underground Petroleum Storage Tank Contractors and Subcontractors Only Excavation including Removal, Repair, Installation, Testing and Petroleum Remediation Operations.

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
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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
- vii. Contractors Compliance Report.

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 he 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 it 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.

ARTICLE XXIII – DISPUTES AND CLAIMS

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 _____

Owner Signature
Date

Title

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.

FORM OF AGREEMENT

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

FORM OF AGREEMENT

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: _____



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

DASNY

Stacie Craft, Purchasing Coordinator
515 Broadway
Albany NY 12207

Schedule Year 2020 through 2021
Date Requested 04/15/2021
PRC# 2021003693

Location CUNY Louis Armstrong Meseum
Project ID#
Project Type Install AV Equipment at Louis Armstrong Museum

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2020 through June 2021. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

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

Wages and Supplements

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

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, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

DASNY

Stacie Craft, Purchasing Coordinator
515 Broadway
Albany NY 12207

Schedule Year 2020 through 2021
Date Requested 04/15/2021
PRC# 2021003693

Location CUNY Louis Armstrong Meseum
Project ID#
Project Type Install AV Equipment at Louis Armstrong Museum

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

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

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

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

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:
You are Covered by the Construction Industry Fair Play Act**

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. 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: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

New York County General Construction

Asbestos Worker

04/01/2021

JOB DESCRIPTION Asbestos Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Asbestos Worker \$ 44.00
Removal & Abatement Only*

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos Worker \$ 8.70
Removal & Abatement Only

OVERTIME PAY

See (B, B2, *E, J) on OVERTIME PAGE

Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY

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

REGISTERED APPRENTICES

Apprentice Removal & Abatement Only:

1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFIT

Per Hour:

Apprentice
Removal & Abatement \$ 8.70

4-12a - Removal Only

Boilermaker

04/01/2021

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: 07/01/2020 01/01/2021

Boilermaker	\$ 61.24	\$63.38
Repairs & Renovations	61.24	63.38

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020 01/01/2021

Boilermaker	32% of hourly	32% of hourly
Repair \$ Renovations	Wage Paid	Wage Paid
	+ \$ 25.35	+ TBA

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 percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2020 32% of Hourly Wage Paid Plus Amount Below	01/01/2021 32% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 19.38	\$ TBA
2nd Term	20.24	TBA
3rd Term	21.08	TBA
4th Term	21.94	TBA
5th Term	22.79	TBA
6th Term	23.65	TBA
7th Term	24.48	TBA

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

4-5

Carpenter

04/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020

Piledriver	\$ 55.93
Dockbuilder	\$ 55.93

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 52.44
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OVERTIME PAY

See (B, E2, 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:

1st	2nd	3rd	4th
\$22.37	\$27.97	\$36.35	\$44.74

Supplemental benefits per hour:

All Terms:	\$ 34.34
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8-1556 Db

Carpenter

04/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020

Carpet/Resilient

Floor Coverer \$ 54.00

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 46.99

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:

1st	2nd	3rd	4th
\$24.20	\$27.20	\$31.45	\$39.33

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$16.06	\$17.56	\$21.16	\$23.16

8-2287

Carpenter

04/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Marine Construction:

Marine Diver \$ 70.80

Marine Tender 50.34

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 52.34

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 22.37
2nd year	27.97
3rd year	36.35
4th year	44.74

Supplemental Benefits
Per Hour:

All terms \$ 34.34

8-1456MC

Carpenter

04/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020

Building

Millwright \$ 55.70

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 54.16

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:

1st.	2nd.	3rd.	4th.
\$29.99	\$35.44	\$40.89	\$51.79

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$34.79	\$38.49	\$42.84	\$49.60

8-740.1

Carpenter

04/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2020

Timberman \$ 51.05

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2020

\$ 51.79

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:

1st	2nd	3rd	4th
\$20.42	\$25.53	\$33.18	\$40.84

Supplemental benefits per hour:

All terms \$ 34.07

8-1556 Tm

Carpenter

04/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

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: 07/01/2020 10/18/2020

Core Drilling:

Driller \$ 41.19 \$ 41.74

Driller Helper 32.62 32.92

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:

Driller and Helper \$ 27.95

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

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

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

** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter

04/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES

Nassau: That portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

WAGES

Per hour: 07/01/2020

Show Exhibit \$ 54.50

Bldg. Carpenter 54.00*

* Not applicable in Putnam County

SUPPLEMENTAL BENEFITS

Per hour worked:

Show Exhibit \$ 51.23

Bldg. Carpenter 46.73

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

Wages per hour: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
\$21.80	\$27.25	\$35.43	\$43.60

Supplemental benefits per hour:

All terms \$ 33.79

Wages per hour: Bldg. Carpenter

(1) year terms:

1st	2nd	3rd	4th
\$19.20	\$22.20	\$26.45	\$34.33

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$15.80	\$17.30	\$20.90	\$22.90

8-EXHIB

Carpenter - Building High Rise Concrete Form Work

04/01/2021

JOB DESCRIPTION Carpenter - Building High Rise Concrete Form Work

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Work performed beginning at the Intersection of the City Line & North Shore of Long Island, then running Southerly to the Southern State Pkwy, then East to Seaford Creek in Nassau County, then South to Atlantic Ocean, then West to Southern tip of Richmond County

WAGES

Per hour: 07/01/2020

Building High Rise:

Concrete Carpenter A	\$ 50.78
Concrete Carpenter B*	\$ 40.19

*NOTE: Tier B work excludes erection of decking, perimeter debris netting, leading edge work, self & climbing form systems and the installation of cocoon systems.

SUPPLEMENTAL BENEFITS

Per hour:

Concrete Carpenter A	\$ 43.29
Concrete Carpenter B	\$ 16.60

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

Concrete Carpenter Apprentices	1st	2nd	3rd	4th
	\$ 17.52	\$ 23.95	\$ 30.53	\$ 38.15

Supplemental benefits per hour:

Concrete Carpenter:
Apprentices

1st
\$ 16.15

2nd
\$ 16.28

3rd
\$ 16.41

4th
\$ 16.56

8-NYC Bldg/212

Carpenter - Heavy&Highway

04/01/2021

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: That portion of the county that lies West of Seaford Creek and South of the Southern State Parkway.

WAGES

Per hour:

07/01/2020

Heavy&Highway Carpenter \$ 55.93

SUPPLEMENTAL BENEFITS

Per hour worked:

Heavy & Highway
Carpenter \$ 52.34

OVERTIME PAY

See (B, E2, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	\$ 22.37	\$ 27.97	\$ 36.35	\$ 44.74

Supplemental Benefits:

Per Hour:

All terms \$ 34.34

8-NYC H/H

Electrician

04/01/2021

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2020

Tree Trimmer \$ 31.31

Ground Person \$ 20.69

Applies to line clearance, tree work, and right-of-way preparation on all new or existing overhead, electrical, telephone, and CATV lines.

SUPPLEMENTAL BENEFITS

Per hour:

Tree Trimmer \$ 11.73

Ground Person \$ 7.75

OVERTIME PAY

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

*Worked performed on Sundays & Holidys outside of 7.00am - 4.00pm shall be paid at double time, in addition to the holiday pay if applicable.

HOLIDAY

HOLIDAY:

Paid: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

(An additional floating holiday after four years service)

Overtime: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

9-3T

Electrician	04/01/2021
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JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2020	04/14/2021
Electrician	\$ 30.50	\$ 30.50
Telephone	\$ 30.50	\$ 30.50

Maintenance and Jobbing-Electrical and teledata work of limited duration and scope, consisting of repairs and/or replacement of electrical and teledata equipment.

- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

SUPPLEMENTAL BENEFITS

Journeyworker:	07/01/2020	04/14/2021
	\$24.52	\$ 24.52
	\$26.45*	\$ 26.45*

* Applies to overtime hours

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-3m

Electrician	04/01/2021
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JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2020	03/10/2021
Service Technician	\$ 33.90	\$34.40

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:	\$ 18.43	\$ 19.32

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

Electrician	04/01/2021
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JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2020	04/12/2021
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Electrician Audio/Sound and Temporary Light/ Power	\$ 58.00	\$ 58.00
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Evening(Swing Shift):

Electrician Audio/Sound and Temporary Light/ Power	\$ 68.06	\$ 68.06
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Night (Graveyard Shift):

Electrician Audio/Sound and Temporary Light	\$ 76.23	\$ 76.23
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Solar-Photovoltaic Systems

Group 1 All tasks not listed in Group 2	\$ 58.00	\$ 58.00
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Group 2	\$ 30.50	\$ 30.50
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D.C portion and associated mechanical equipment related to solar systems
(excluding battery storage and its associated equipment) including work related to
Weather Stations and Data Acquisitions/Monitoring Systems on solar photovoltaic systems.

Mounting of PC modules.

Mounting of DC optimizers to back of modules if the installation calls for this equipment.

Mounting of microinverters to back of modules and install trunk cabling on racking if called for.

Module to module connection of PV modules to adjacent modules. If racking manufacturer provides integrated inter-row cable management, install string jumper to complete the string in full in same sub-array.

If racking manufacturer does not provide integrated inter-row cable management, run conduit between rows, bond it and run string jumper to complete string in full in same sub-array.

Installation of weather stations and other weather station relevant sensors as specified.

Installation of data acquisition system (DAS) for PV system monitoring.

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician	\$ 58.46	\$ 58.46
	62.12*	62.12*

Swing Shift:	66.62	66.62
	70.92*	70.92*

Graveyard Shift:	73.47	73.47
	78.28*	78.28*

Temporary Light/Power:	25.46	25.46
	28.55*	28.55*

Group 1:	58.46 62.12*	58.46 62.12*
Group 2:	24.45 26.38*	24.45 26.38*

* Applies when premium wages are paid.

Temporary Light and Power benefit rate applies for three or less workers.

Reduce benefit rate by 6.2% for any employee who has accumulated wages of \$137,700 for the same employer.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

See (B) for Temporary Light and Power

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages Per Hour:

One (1) year terms		
First term:	07/01/2020	04/14/2021
0-6 mos.	\$ 16.50	\$ 16.50
7-12 mos.	17.00	17.00
Second term:		
0-6 mos.	18.00	18.00
7-12 mos.	19.00	19.00
Third term:		
0-6 mos.	20.00	20.00
7-12 mos.	21.00	21.00
Fourth term:		
0-6 mos.	22.00	22.00
7-12 mos.	24.00	24.00
Fifth term/MIJ:		
0-12 mos.	26.00	26.00
13-18 mos.	30.50	30.50

Supplemental Benefits per hour:

One (1) year terms:				
	07/01/2020		04/14/2021	
First Term:	Regular	Overtime	Regular	Overtime
0-6 mos.	\$ 14.54	\$ 15.63	\$ 14.93	\$ 16.07
7-12 mos.	14.80	15.93	15.19	16.36
Second Term:				
0-6 mos.	15.31	16.51	15.70	16.95
7-12 mos.	15.83	17.09	16.22	17.53
Third Term:				
0-6 mos.	16.35	\$17.68	16.75	18.12
7-12 mos.	16.87	\$18.26	17.26	18.70
Fourth Term:				
0-6 mos.	17.38	\$18.84	17.74	19.29

7-12 mos.	18.42	\$20.01	18.80	20.45
Fifth Term/MIJ:				
1-12 mos.	22.06	23.70	22.06	23.70
13-18 mos.	24.45	26.38	24.45	26.38

9-3

Electrician - Highway and Street Lighting, Traffic Signals and Controls

04/01/2021

JOB DESCRIPTION Electrician - Highway and Street Lighting, Traffic Signals and Controls **DISTRICT 9**

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

	07/01/2020	04/28/2021
Electro Pole Electrician	\$ 58.00	\$ 58.00
Electro Pole Foundation Installer	43.16	43.16
Electro Pole Maintainer	37.11	37.11

SUPPLEMENTAL BENEFITS

Per Hour:

	07/01/2020	04/28/2021
Electro Pole Electrician	\$ 60.43 64.09*	\$ 60.43 64.09*
Electro Pole Foundation Installer	44.83 47.55*	46.13 48.58*
Electro Pole Maintainer	40.34 42.68*	41.52 43.89*

* Applies when premium wages are paid

Note: Reduce benefit rate by 6.2% for any employee who has accumulated wages in \$137,700 for the same employer.

OVERTIME PAY

See (A, B, E4, F, K) on OVERTIME PAGE

B - Applies to Electro Pole Foundation Installer

E4 - Applies to Electro Pole Maintainer

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-3J

Elevator Constructor

04/01/2021

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

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:

	07/01/2019	03/17/2021
Elevator Constructor	\$ 69.56	\$ 72.29
Modernization & Service/Repair	\$ 54.56	\$ 56.77

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor	\$ 41.92	\$ 42.92
Modernization & Service/Repairs	\$ 40.86	\$ 41.82

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:

1st Term*	2nd Term	3rd Term	4th Term
50%	55%	65%	75%

SUPPLEMENTAL BENEFITS

Elevator Constructor		
1st Term	\$ 33.38	\$ 34.05
2nd Term	34.20	34.91
3rd Term	35.55	36.30
4th Term	36.89	37.70

Modernization & Service/Repair		
1st Term	\$ 33.33	\$ 34.00
2nd Term	33.82	34.50
3rd Term	35.09	35.83
4th Term	36.36	37.15

4-1

Glazier

04/01/2021

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	7/01/2020	5/31/2021
		Additional
Glazier	\$ 57.55	\$ 2.00
*Scaffolding	58.55	
Glass Tinting & Window Film	29.17	
**Repair & Maintenance	29.17	

*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: 7/01/2020

Journeyworker	\$ 34.59
Glass tinting & Window Film	20.29
Repair & Maintenance	20.29

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:

7/01/2020

1st term	\$ 20.14
2nd term	28.21
3rd term	34.10
4th term	45.80

Supplemental Benefits:

(Per hour)

1st term	\$ 16.16
2nd term	22.76
3rd term	25.16
4th term	29.73

8-1087 (DC9 NYC)

Insulator - Heat & Frost

04/01/2021

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Insulators	
Heat & Frost	\$ 69.01

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators	\$ 34.16
Heat & Frost	

OVERTIME PAY

See (*C, **O, V) on OVERTIME PAGE

* 8th Hour paid at time and one half

** Triple time for Labor Day (If worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages:

1 year terms Per Hour:

Hired prior to 8/21/2017

	1st	2nd	3rd	4th
7/1/2020	\$27.14	\$33.93	\$41.40	\$51.76

Hired after 8/21/2017

7/1/2020	\$24.16	\$31.06	\$37.95	\$44.85
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Supplemental Benefits:

Hired prior to 8/21/2017

7/1/2020	\$13.62	\$17.03	\$20.54	\$25.62
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Hired after 8/21/2017
7/1/2020 \$11.96 \$15.37 \$18.79 \$22.24

4-12

Ironworker

04/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020 01/01/2021

Ironworker Rigger \$ 67.13 \$ 67.99

Ironworker Stone
Derrickman \$ 67.13 \$ 67.99

SUPPLEMENTAL BENEFITS

Per hour: \$ 40.94 \$ 41.44

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:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2020	\$33.12	\$47.19	\$52.50	\$57.82
01/01/2021	\$33.55	\$47.94	\$53.34	\$58.74

Supplemental benefits:

Per hour:	07/01/2020	01/01/2021
	\$20.93	\$31.23
	\$21.18	\$31.45

9-197D/R

Ironworker

04/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020 01/01/2021

Ornamental \$ 45.65 \$ 45.90
Chain Link Fence 45.65 45.90
Guide Rail 45.65 45.90

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker: \$ 58.05 \$ 59.05

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.

5th Term 80%

Supplemental Benefits per hour:		
5th Term	52.38	53.48
Apprentices Hired after 9/1/18:		
1 year terms		
1st Term	\$ 21.13	\$ 21.13
2nd Term	24.77	24.77
3rd Term	36.32	28.40
4th Term	TBD	32.06
Supplemental Benefits per hour:		
1st Term	\$ 17.61	\$ 17.89
2nd Term	18.86	19.14
3rd Term	52.58	20.40
4th Term	TBD	21.66

4-580-Or

Ironworker	04/01/2021
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JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

07/01/2020	01/01/2021
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Ironworker:

Structural	\$ 52.70	\$ 53.45
Bridges		
Machinery		

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman	\$ 81.35	\$ 82.35
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OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid

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:

1st	\$27.45	\$27.83
2nd	\$28.05	\$28.43
3rd - 6th	\$28.66	\$29.04

Supplemental Benefits

PER HOUR PAID:

All Terms	\$56.15	\$56.90
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4-40/361-Str

Ironworker	04/01/2021
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JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2020

Reinforcing & Metal Lathing	\$ 56.25
"Base" Wage	\$ 54.70 plus \$ 1.55

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

SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing & Metal Lathing	\$ 38.30
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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	\$ 45.08
Double Time	\$ 51.33

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:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 28.38	\$ 34.68	\$ 37.18
"Base" Wage \$ 21.00 plus \$1.55	\$ 26.80 plus \$1.58	\$ 33.10 plus \$1.58	\$ 35.60 plus \$1.58

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

SUPPLEMENTAL BENIFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 18.17	\$ 21.34	\$ 22.00	\$ 20.50

4-46Reinf

Laborer	04/01/2021
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JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

Laborer/Excavation		Additional	Additional
**Asbestos and Lead Abatement & Removal,Hazardous Waste Removal (including soil)		\$2.50	\$2.30
Basic	\$ 43.00		
Flagman	43.00		
Pipelayer	43.00		
*Tree Work, *Landscape	43.00		

*Includes trimming, cutting, planting and/or removal of trees.

** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 46.63

Note: No payment of Supplemental Benefits is required on paid holidays, when employees do not work.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

When an observed holiday falls on a Saturday, work done shall be paid at double time.

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

Overtime: See (2, 5, 6, 11, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2020

1st	0 - 1000	\$ 21.50
2nd	1001-2000	25.80
3rd	2001-3000	32.25
4th	3001-4000	38.70

Supplemental Benefits per hour:

All Apprentices 46.63

9-731Ex

Laborer

04/01/2021

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers *

* (including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners' Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers).

GROUP 17**: All others including: Powder Watchmen, Top Laborers and Changehouse Attendants.

Wages: (per hour) 07/01/2020

Laborer (Tunnel)-FREE AIR:

Group 14	\$ 70.30
Group 16	\$ 67.24
Group 17**	\$ 62.14

Small Bore Micro
Tunnel Machines 80% of rates above

For Repairs on Existing
Water Tunnels 90% of rates above

For Repairs of Sewer &
Drainage Tunnels 85% of rates above

For Repair & Maintenance
of all Subway &
Vehicular Tunnels 80% of rates above

**An additional \$3.00 per day when using an air spade, jack hammer or pavement breaker.

Note: For jobs bid before July 1, 2010 employer shall pay \$6.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft. For all jobs bid after July 1, 2010, said premium shall be \$10.00 per day.

SUPPLEMENTAL BENEFITS

Per hour:

GROUP 14	\$ 49.62
GROUP 16	\$ 47.57
GROUP 17	\$ 44.04
Small Bore Micro Tunnel Machines	80% of rates above
For Repairs on Existing Water Tunnels	90% of rates above
For Repairs of Sewer & Drainage Tunnels	85% of rates above
For Repair & Maintenance of all Subway & Vehicular Tunnels	80% of rates above

OVERTIME PAY

OVERTIME: For Laborer (Free Air) See (D, M, R*) on OVERTIME PAGE.
For Repair Categories See (B, F, R*) on OVERTIME PAGE.
& Micro Tunneling
* Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
Good Friday may be exchanged for one of the holidays listed.

9-147Tnl/Free

Laborer	04/01/2021
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JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2020

Laborer:

Laborer-Concrete
(including flag person) \$ 40.53
+ \$6.00*

* This portion is not subject to overtime premiums.

SUPPLEMENTAL BENEFITS

Per Hour \$ 19.45
+ \$7.00**

** This portion subject to overtime premiums.

OVERTIME PAY

OVERTIME: See (A,E,Q) on OVERTIME PAGE attached.
See (B,E,Q,) for work below street level to top of foundation.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:
Terms at the following percentage of Journeyworkers wage.

Term:	1st	2nd	3rd
Hours:	0- 1334	1334- 2668	2669- 4000
	50%	65%	80%

Supplemental Benefits:
(Per Hour)

1st term	2nd term	3rd term
\$15.45+ \$3.50*	\$19.45+ \$4.55*	\$19.45+ \$ 5.60*

*This amount subject to same premium as wages

**Journeyworker rate applies after 4000 hours

9-6A/18A/20-C

Laborer - Building	04/01/2021
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JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2020

Basic Laborer and
Mason Tender \$ 40.65*

*Before calculating premium wage deduct \$2.25

SUPPLEMENTAL BENEFITS

Per hour:

Basic Laborer and
Mason Tender \$ 28.79

OVERTIME PAY

See (B, B2, E, E2, Q, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE
(Easter is paid at Time and One-half if worked)

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following wage rate:

Term:	1st	2nd	3rd	4th
Basic Laborer and Mason Tender 07/01/2020	\$ 20.20	\$ 22.15	\$ 23.65	\$ 26.15

Supplemental Benefits per hour:

07/01/2020
All Terms \$ 9.67

9-MTDC(79)

Laborer - Building	04/01/2021
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JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2020

Skilled Interior Demolition Laborer: \$ 37.84
General Interior Demolition Laborer: \$ 27.03*

*General Demolition Laborer performs manual work and work incidental to demolition, such as loading and carting of debris from work site to an area where it can be loaded into trucks for removal. Also performs clean-up of the site when demolition is complete.

SUPPLEMENTAL BENEFITS

Per Hour:

Skilled Interior Demolition Laborer: \$ 23.90
General Interior Demolition Laborer: \$ 18.22

OVERTIME PAY

See (B, B2, I, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage Per Hour:

1000 hour terms at the following wage rate:

1st	2nd	3rd	4th
\$ 20.20	\$ 22.15	\$ 23.65	\$ 26.15

Supplemental Benefits per hour:

All Terms: \$ 9.67

9-MTDC (79-ID)

Laborer - Building

04/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2020
Building:
Plasterer Tender and
Spray Fireproofing Tender \$ 40.65**

** To calculate premium wage, subtract \$2.00 from hourly wage

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker \$ 28.79

OVERTIME PAY

See (B, B2, E, E2, Q, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

1000 hours terms at the following wage.

07/01/2020

1st	2nd	3rd	4th
\$20.20	\$22.15	\$23.65	\$26.15

Supplemental Benefits per hour:

07/01/2020

All Terms: \$ 9.67

9-30 (79)

Laborer - Building

04/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2020 09/06/2020

Asbestos, Lead
and Hazardous
Material Abatement
Laborer
\$37.50 \$38.05

SUPPLEMENTAL BENEFITS

Per Hour:

Laborer \$ 16.95 \$17.75

OVERTIME PAY

See (B, B2, I) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 28) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms at the following;

Per Hour: 07/01/2020

1st term \$ 20.00
2nd Term 21.00
3rd Term 24.00
4th Term 26.00

SUPPLEMENTAL BENEFIT

Per Hour:

ALL TERMS \$ 14.45

4-NYDC(78)

Laborer - Building

04/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2020

Skilled Demolition Laborer: \$ 39.63
General Demolition Laborer: \$ 28.21*

*General Demolition Laborer performs manual work and work incidental to demolition, such as loading and carting of debris from work site to an area where it can be loaded into trucks for removal. Also performs clean-up of the site when demolition is complete.

NOTE: Total Demolition Only: Demolition shall be the complete demolition (wrecking) or dismantling of entire buildings or structures. Also may include the removal of all or any portion of a roof in which structural change is to occur. Structural change is defined as the removal of structural slabs, steel members, concrete members and penetration through the structural slab.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

Skilled Demolition Laborer: \$ 27.72
General Demolition Laborer: \$ 20.78

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage.

07/01/2020

1st	2nd	3rd	4th
\$ 20.20	\$ 22.15	\$ 23.65	\$ 26.15

Supplemental Benefits per hour:

07/01/2020

All Terms: \$ 9.67

9-79/95

Laborer - Concrete & Asphalt Paving

04/01/2021

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Group 1: Slurry Seal Coater, Maintenance Safety Surface, Small Power Tool Operator, Play Equipment Installer, Temporary Fence Installer & Repairs, Laborer.

Group 2: Production Paving Work: Shoveler, small equipment operator.

Per hour: 07/01/2020

Concrete Formsetter	\$ 52.60
Asphalt Screedman / Micro Paver	53.20
Asphalt Raker	52.60
Group 1	48.73
Group 2	48.73

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 41.46

Note: No payment of supplemental benefits is required on paid holidays, when employees do not work.

OVERTIME PAY

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

Note: Saturday premium rate applies from 7:00 am on Saturday to 6:59 am Sunday

Note: Sunday premium rate applies from Sunday 7:00 am to Monday 6:59 am.

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

HOLIDAY:

Overtime: See (21,22)** on HOLIDAY PAGE.

Note: See (5,20) Holiday pay -at the single time pay rate-shall be prorated based on 25% of a day's wages and benefits for each day worked during that calendar week.

**New Year's Day and Christmas Day: If an employee is performing work on these (2) days the employee will receive the single rate plus 25%.

* Columbus Day shall be an unpaid holiday. In the event work is performed on Columbus Day, wages shall be paid on a double time basis.

Note-When Independence day falls on Saturday, it will be observed on that Saturday, however, when it occurs on a Sunday, it will be observed on the Monday.

REGISTERED APPRENTICES

Wage per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 34.61	\$ 36.25
Supplemental Benefits per hour:	
2000 hours term:	
1st term	2nd term
1-1999	2000-4000
\$ 17.25	\$ 17.25

9-1010H/H

Laborer - Trac Drill

04/01/2021

JOB DESCRIPTION Laborer - Trac Drill

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Group 1: Chipper/Jackhammer, Powder Carrier, Hydraulic Chuck tender, Chuck Tender and Nipper, Magazine Keeper

Group 2: Hydraulic Trac Drill

Group 3: Air Trac, Wagon and Quarry bar

Group 4: Blaster

Per Hour:	07/01/2020	07/01/2021 Additional	07/01/2022 Additional
Group 1	\$ 43.00	\$ 2.50	\$ 2.30
Group 2	50.35		
Group 3	49.52		
Group 4	56.21		

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications 46.63

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

When an observed holiday falls on a Saturday, work done shall be paid at double time.

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

Overtime: See (2, 5, 6, 11, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

	07/01/2020
1st 0 - 1000	\$ 21.50
2nd 1001-2000	25.80
3rd 2001-3000	32.25
4th 3001-4000	38.70

Supplemental Benefits per hour:

All Apprentices 46.63

9-731/29

Laborer - Tunnel

04/01/2021

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

GROUP 5: Blasters and Mucking Machine Operators

GROUP 6: Tunnel Workers* * (including Miners, Drill Runners, Iron Men, Maintenance Men, Inside Muck Lock Tender, Pumpmen, Electricians, Cement Finishers, Rod Men, Caulkers, Carpenters, Hydraulic Men, Shield Drivers, Monorail Operators, Motor Men, Conveyor Men, Safety Miners, Powder Carriers, Pan Men, Riggers, Miner's Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Form Workers, Concrete Workers, Tunnel Laborers, Caulker's Helpers), Hose Men, Grout Men, Gravel Men, Derail Men and Cable Men.

GROUP 7: Top Nipper

GROUP 8,9: Outside Man Lock Tender, Outside Muck Lock Tender, Shaft Men, Gauge Tender and Signal Men.

GROUP 10: Powder Watchmen, Top Laborers and Changehouse Attendants.

WAGES: (per hour)

07/01/2020

Laborer(Compressed Air):

GROUP 5	\$ 73.69
GROUP 6	71.08
GROUP 7	69.87
GROUP 8,9	68.50
GROUP 10	60.18

Note: For jobs bid before July 1, 2010 employer shall pay \$6.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft. For all jobs bid after July 1, 2010, said premium shall be \$10.00 per day.

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS:

per hour:

GROUP 5	\$ 51.64
GROUP 6	50.02
GROUP 7	49.04
GROUP 8,9	48.23
GROUP 10	45.78

OVERTIME PAY

See (D, M, *R) on OVERTIME PAGE

NOTE: Time and one-half to be paid for all overtime repair-maintenance work on existing equipment and facilities.

* Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE

Good Friday may be exchanged for one of the holidays listed.

9-147Tnl/Comp Air

Mason

04/01/2021

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Brick/Blocklayer \$ 62.29

Base Wage for OT Calculation \$ 52.56

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 28.55

OVERTIME PAY

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

Note: OT Calculated on Base Wage plus \$ 9.73/hr.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journeyworkers "Base Wage" plus \$ 5.83/hr.:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices \$ 19.70

4-1Brk

Mason - Building

04/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building

Wages per hour:

Mosaic & Terrazzo Mechanic \$57.42 \$ 57.92

Mosaic & Terrazzo Finisher \$55.82 \$ 56.32

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic \$ 25.61* \$ 25.81*
+ \$11.47 + \$11.72

Mosaic & Terrazzo Finisher \$ 25.61* \$ 25.81*
+ \$11.45 + \$ 11.70

*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.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2020	\$25.40	\$27.94	\$30.49	\$33.03	\$35.57	\$38.11	\$43.20	\$48.28
01/01/2021	\$25.65	\$28.22	\$30.79	\$33.36	\$35.92	\$38.48	\$43.62	\$48.95

Supplemental benefits per hour:

07/01/2020 \$12.81* \$14.09* \$15.37* \$16.65* \$17.93* \$19.21* \$21.77* \$24.33*
+\$9.04 +\$9.94 +\$10.84 +\$11.75 +\$12.65 +\$13.55 +\$15.36 +\$17.16

01/01/2021 \$12.91* \$14.20* \$15.49* \$16.78* \$18.07* \$19.36* \$21.94* \$24.52*

	+\$9.16	+\$10.08	+\$11.00	+\$11.90	+\$12.82	+\$13.74	+\$15.58	+\$17.40
Apprentices hired after 07/01/2017: Wages Per hour:								
	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000		
07/01/2020	\$22.20	\$22.88	\$30.49	\$35.57	\$40.65	\$45.73		
01/01/2021	\$22.44	\$28.85	\$30.79	\$35.92	\$41.05	\$46.18		

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th
07/01/2020	\$4.55* +\$6.32	\$11.52* +\$8.13	\$15.37* +\$10.84	\$17.93* +\$12.65	\$20.49* +\$14.46	\$23.05* +\$16.22
01/01/2021	\$4.55* +\$6.42	\$5.85* +\$8.24	\$15.49* +\$11.00	\$18.07* +\$12.82	\$20.65* +\$14.66	\$23.23* +\$16.48

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

9-7/3

Mason - Building	04/01/2021
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2020 12/07/2020

Tile Setters \$ 60.36 \$ 61.15

SUPPLEMENTAL BENEFITS

Per Hour: \$ 25.81* \$ 25.91*
+ 9.73 + 9.74

*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:

750 hour terms at the following wage rate:

1st 1- 750	2nd 751- 1500	3rd 1501- 2250	4th 2251- 3000	5th 3001- 3750	6th 3751- 4500	7th 4501- 5250	8th 5251- 6000	9th 6001- 6750	10th 6501- 7000
07/01/2020									
\$20.35	\$25.11	\$32.09	\$36.83	\$40.25	\$43.50	\$46.95	\$51.69	\$54.34	\$58.19

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55* + \$.66	\$12.55* + \$.70	\$15.06* + \$.80	\$15.06* + \$.85	\$16.06* +\$1.23	\$17.56* +\$1.27	\$18.56* +\$1.62	\$18.56* +\$1.67	\$16.56* +\$5.82	\$21.81* +\$6.31

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

9-7/52

Mason - Building	04/01/2021
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JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES

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

WAGES

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

Building-Marble Restoration:

Marble, Stone & \$ 44.66 \$ 45.37

Terrazzo Polisher, etc

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher \$ 28.41 \$ 28.80

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) 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:

900 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
07/01/2020	\$31.19	\$35.68	\$40.16	\$44.66
01/01/2021	\$31.74	\$36.30	\$40.82	\$45.37

Supplemental Benefits Per Hour:

07/01/2020	\$25.78	\$26.66	\$27.54	\$28.41
01/01/2021	\$26.10	\$26.99	\$27.91	\$28.80

9-7/24-MP

Mason - Building	04/01/2021
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JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES

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

WAGES

Wages: 07/01/2020 01/14/2021

Marble Cutters & Setters \$ 60.35 \$ 60.89

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 37.24 \$ 37.65

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2020									
\$24.15	\$27.15	\$30.16	\$33.19	\$36.20	\$39.20	\$42.15	\$45.26	\$51.28	\$57.34
01/14/2021									
\$24.36	\$27.38	\$30.43	\$33.48	\$36.53	\$39.56	\$42.61	\$45.66	\$51.74	\$57.83

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2020									
\$20.14	\$21.58	\$23.02	\$24.42	\$25.85	\$27.29	\$28.72	\$30.12	\$32.98	\$35.81
01/14/2021									
\$20.31	\$21.77	\$23.22	\$24.66	\$26.09	\$27.55	\$28.99	\$30.44	\$33.33	\$36.22
									9-7/4

Mason - Building **04/01/2021**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 06/01/2020 12/07/2020

Tile Finisher \$ 46.66 \$ 47.05

SUPPLEMENTAL BENEFITS

Per Hour: \$ 22.31* \$ 22.66*
+ \$9.56 + \$9.56

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

OVERTIME PAY

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

Double time rate after 10 hours on Saturdays

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-7/88-tf

Mason - Building **04/01/2021**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

Marble, Stone, etc.
Maintenance Finishers: \$ 25.53 \$ 26.10

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: \$ 13.85 \$ 13.96

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:

	07/01/2020	01/01/2021
0-750	\$17.87	\$20.99
751-1500	\$18.89	\$21.67
1501-2250	\$19.92	\$22.36
2251-3000	\$20.93	\$23.03
3001-3750	\$22.47	\$24.06
3751-4500	\$24.51	\$25.42
4501+	\$25.53	\$26.10

Supplemental Benefits:

Per hour:

0-750	\$ 13.73	\$11.12
751-1500	\$ 13.75	\$11.50
1501-2250	\$ 13.76	\$11.87
2251-3000	\$ 13.78	\$12.26
3001-3750	\$ 13.80	\$12.82
3751-4500	\$ 13.83	\$13.58
4501+	\$ 13.85	\$13.96

9-7/24M-MF

Mason - Building / Heavy&Highway

04/01/2021

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020 01/14/2021

Marble-Finisher \$ 47.92 \$ 48.27

SUPPLEMENTAL BENEFITS

Journeyworker:

per hour

Marble- Finisher \$ 34.99 \$ 35.25

OVERTIME PAY

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

HOLIDAY

Overtime: See (5, 6, 8, 11, 15, 16, 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.

9-7/20-MF

Mason - Building / Heavy&Highway

04/01/2021

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Cement Mason \$ 51.97

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason	\$ 33.71
Overtime Rate*	\$ 54.42

OVERTIME PAY

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

* Applies to 9th and 10th hours and up to the 10th hour on Saturday

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

1st Term	\$ 16.86	OT Rate \$ 27.22
2nd Term	\$ 20.23	OT Rate \$ 32.66
3rd Term	\$ 23.60	OT Rate \$ 38.10

4-780

Mason - Building / Heavy&Highway

04/01/2021

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)Marble and Granite pavers 2'x 2' or larger.

Per Hour:

07/01/2020

Stone Setter	\$ 64.42
Stone Tender	\$ 44.89

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter	\$ 33.30
Stone Tender	\$ 19.40

OVERTIME PAY

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

* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY

Paid:	See (*18) on HOLIDAY PAGE
Overtime:	See (5, 6, 10) on HOLIDAY PAGE

Paid: *Must work first 1/2.

REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters wage rate per hour:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:

All Apprentices	\$ 20.44
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Mason - Heavy&Highway

04/01/2021

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Pointer, Caulkers & \$ 53.67
Cleaners

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & \$ 27.14
Caulkers

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
\$ 26.36	\$ 29.42	\$ 34.80	\$ 41.93

Apprentices Supplemental Benefits:
(per hour paid)

\$ 14.30	\$ 18.24	\$ 20.99	\$ 21.99
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4-1PCC

Operating Engineer - Building

04/01/2021

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

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) 07/01/2020

Building Construction:

Party Chief	\$ 74.75
Instrument Man	\$ 59.53
Rodman	\$ 40.79

Steel Erection:

Party Chief	\$ 78.44
Instrument Man	\$ 62.74

Rodman	\$ 44.39
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Heavy Construction-NYC counties only:

(Foundation, Excavation.)

Party Chief	\$ 83.87
Instrument man	\$ 63.61
Rodman	\$ 54.59

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

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 had 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

9-15Db

**Operating Engineer - Building, Maintenance, Steel Erection
& Heavy Construction**

04/01/2021

JOB DESCRIPTION Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

STEEL ERECTION:

Group 1: Derrick, travelers, tower, crawler tower & climbing cranes

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

Group 1: Installing, repairing, maintaining, dismantling of all equipment including Steel cutting & bending machines, mechanical heaters, mine hoists, climbing cranes, tower cranes, Linden Peine, Lorain, Liebherr, Mannes and machines of a similar nature; Well Point system, Deep Well pumps, Concrete mixers with loading devices, Concrete plants, motor generators (When used for temporary power and lights (Driving maintenance trucks and mounted-welded machines)-All Pumps (excluding River Cofferdam Pumps and Well Point Pumps), Motorized Concrete Buggies (When three or more are on jobsite), Skid-Steer and similar machines

Group 2: Maintenance of: Pumps, Generators, Mixers, Heaters

Group 3: Oilers of all gasoline, electric, diesel or air operated Gradalls; Concrete Pumps, Overhead Cranes in Power Houses, Assist in oiling, greasing and repairing of all machines, including: Driving Truck Cranes, Driving and operating Fuel and Grease Trucks, Cherry Pickers (Hydraulic Cranes) over 70,000 GVW and machines of a similar nature

Group 4: Oiler on Crawler Cranes, Backhoes, Trenching Machines, Guniting Machines, Compressors (3 or more in battery)

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1: Maintenance of: Generators, Light Towers

Group 2: Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

Group 4: Installing, repairing, maintaining, dismantling(of all equipment including Steel cutting & Bending machines, Fusion Coupling Machines, Vermeer Trenching machines, on-site crushing plant, mechanical heaters(1 through 7),Mine hoists, Tower Cranes, Linden Peine, Lorrain, Lebherr, Mannes or machines of a similar nature, Wellpoints)-Driving maintenance trucks and truck mounted welding machines, burning, welding-operating of accumulator for shield-driven tunnels, in addition to the performance of other duties:Handling,installation, jointing, coupling of all permanent steel and plastic pipe. RIDE UPON MOLES-tunnel boring machines-MICRO TUNNELING SYSTEMS, All temporary pipefitting;When three or more motorized concrete buggies(Ride type)are utilized on the jobsite they shall be serviced, maintained and repaired by the maintenance engineer.The Operating Engineer on autogrades(C.M.I.)is to be assisted by the maintenance engineer who shall in addition perform other duties.

WAGES:

Per hour: 07/01/2020

Steel Erection:

Group 1	\$ 76.12
Group 2	71.74
Group 3	56.45

Building Construction:

Group 1	\$ 70.29
Group 2	56.10
Group 3	67.17
Group 4	51.62
Group 5	45.45

Heavy Construction:

Group 1	\$ 54.87
Group 2	56.09
Group 3	101.51
Group 4	79.15

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

All classifications \$ 24.55* plus \$7.40

* This portion of benefits subject to same premium as wages.

Non-Worked Holiday Supplemental Benefits:

\$ 16.95

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages Per Hour:

(1) year terms at the following wage rates:

Apprentices:	1st	2nd	3rd	4th.
07/01/2020	\$33.84	\$40.34	\$43.59	\$46.84

Supplemental Benefits:

Per Hour:

All Apprentices: \$ 11.55* Plus 7.40

* This portion of benefits subject to same premium as wages.

9-15Ab

Operating Engineer - Building / Heavy&Highway

04/01/2021

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

EQUIPMENT COVERED: Jet-Rodder/Vacuum Truck, Flusher, Sewer Rodder, Stetco Hoist and similar, Sewer Winch/Tugger Hoist and similar, Vacall/Vactor, Closed Circuit Television Inspection Equipment, Chemical Grouting Equipment and similar, John Beame, Meyers and similar.

Per Hour: 07/01/2020

Maintenance Engineer \$ 76.09
(Sewer Systems)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Journeyman \$ 24.55*
plus \$ 7.40

*This portion of benefits subject to same premium as wages.

Non-Worked Holiday Supplemental Benefits:
\$ 16.95

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$33.84	\$40.34	\$43.59	\$46.84

Supplemental Benefits:
Per Hour:

All Apprentices: \$ 11.55* plus \$ 7.40

* This portion of benefits subject to the same premium as overtime wages

9-15Sewer

Operating Engineer - Building / Heavy&Highway

04/01/2021

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020 08/01/2020

Well Driller \$ 38.40 \$ 39.30

Well Driller
Helper 33.42 34.17

Hazardous Waste Differential
Added to Hourly Wage:

Level A	\$ 3.00	\$3.00
Level B	2.00	2.00
Level C	1.00	1.00

Monitoring Well Work
Add to Hourly Wage:

Level A	\$ 3.00	\$3.00
Level B	2.00	2.00

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020 08/01/2020

Well Driller & Helper	10% of straight time rate plus \$ 12.50	10% of straight time rate plus \$ 12.50
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Additional \$ 4.00 for Premium Time Hours Worked

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 16, 23) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour:	07/01/2020	08/01/2020
1st Term	\$ 21.94	\$ 28.00
2nd Term	22.80	29.00
3rd Term	23.48	30.00

SUPPLEMENTAL BENIFITS

Per Hour:

1st Term	10% of Wage + \$ 12.50
2nd Term	10% of Wage + \$ 12.50
3rd Term	10% of Wage + \$ 12.50

Additional \$4.00/Hr. on all Overtime Hours.

4-138well

Operating Engineer - Building & Steel Erection

04/01/2021

JOB DESCRIPTION Operating Engineer - Building & Steel Erection

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2020	11/01/2020
STEEL ERECTION:		

Three Drum Derricks	\$ 97.29	\$ 96.29
Cranes,Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	\$ 93.80	\$ 92.80
Compressors, Welding Machines	\$ 59.05	\$ 58.05
Compressors (not combined with welding machines)	\$56.61	\$ 55.61

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes,	\$ 90.36	\$ 92.93
Double Drum	\$ 85.70	\$ 88.13
4 Pole Hoists and Single Drum Hoists	\$ 83.03	\$82.03
Fork Lifts,Plaster(Platform Machine)Plaster Bucket, Concrete Pumps and all other equipment used for hoisting	\$ 76.19	\$ 75.19
*House Cars and Rack & Pinion	\$ 67.52	\$ 66.52
*House Cars (New Projects)	\$ 55.38	\$ 54.38
Erecting and dismantling Cranes	\$ 83.83	\$ 82.83

Compressors, Welding Machines(Cutting Concrete-Tank Work), Paint Spraying, Sand Blasting, Pumps(With the exclusion of concrete pumps), House Car (Settlement basis only), All Engines irrespective of power(Power-Vac)used to drive auxiliary equipment Air, Hydraulic,etc.,Boilers, Jacking System	\$ 58.89	\$ 57.89
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APPLICABLE TO ALL CATEGORIES:
CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100" to 149" Boom	\$ 1.75/hr
150" to 249" "	\$ 2.00/hr
250" to 349" "	\$ 2.25/hr
350" to 450" "	\$ 2.75/hr
Tower Crane	\$ 2.00/hr

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2020	11/01/2020
All Operator Classes	\$ 22.55* plus \$ 5.95	\$ 23.55* plus \$ 5.95

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

Non-Worked Holiday Supplemental Benefit:	\$ 17.45	\$ 17.45
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OVERTIME PAY

See (*B, **C, ***D, O) on OVERTIME PAGE

*Applies to House Cars and Rack & Pinion after 8 hours worked in a day, Saturday, Sunday and Holidays

**Applies to Building Construction category

***Applies to Steel Erection

HOLIDAY

Paid: See (5, 6, 7, 8, 11, 12, 16, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 8, 11, 12, 16, 26) on HOLIDAY PAGE

Codes 8 and 12 apply ONLY to Steel Erection

Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES

Wage Per Hour:

Apprentices (1) year terms at the following rates:

	1st	2nd	3rd
07/01/2020	\$39.86	\$48.16	\$56.46
11/01/2020	\$40.84	\$49.37	\$57.89

Supplemental Benefits Per Hour:	07/01/2020	11/01/2020
Straight Time	\$ 12.05*	\$ 13.05*
	plus \$ 5.95	plus \$ 5.95

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

9-14 B&S

Operating Engineer - Heavy Construction 1

04/01/2021

JOB DESCRIPTION Operating Engineer - Heavy Construction 1

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

(For Groups 23 - 28, see Operating Engineer - Heavy Construction 2)

Group 1: Tower Crane/Climbing Crane

Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection:Hydraulic Clam Shells,Moles and machines of a similar nature

Group 3: Mine Hoists, Cranes, etc, used as Mine Hoists

Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature

Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels,

Group 6: All Drills and machines of a similar nature

Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers

Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)

Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)

Group 10: Concrete Mixer

Group 11: Elevators

Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer
Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console
Group 14: Barrier Mover, Barrier Transport and machines of a similar nature
Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill
Group 16: Boilers(High pressure),Compressors, Pumps(River Cofferdam) and Welding Machines(except where arc is operated by another Operating Engineer) Push Button Machines, All Engines,irrespective of power(Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.
Group 17: Utility-Horizontal Boring Rig
Group 18: Utility Compressors
Group 19: Paving-Asphalt Spreader, Autogrades (C.M.I.), Roto-Mill
Group 20: Paving-Asphalt Roller
Group 21 Paving-Asphalt Plant
Group 22: Roller (non paving, all sizes)

WAGES:(per hour)	07/01/2020	11/01/2020
Group 1	\$ 112.27	\$ 111.27
Group 2	94.07	93.07
Group 3	96.83	95.83
Group 4	94.70	93.70
Group 5	92.99	91.99
Group 6	89.62	88.62
Group 7	91.15	90.15
Group 8	88.76	87.76
Group 9	87.06	86.06
Group 10	83.59	82.59
Group 11	78.65	77.65
Group 12	80.21	79.21
Group 13	80.75	79.75
Group 14	73.30	72.30
Group 15	62.94	61.94
Group 16	59.09	58.09
Group 17	84.83	83.83
Group 18	58.76	57.76
Group 19	88.76	87.76
Group 20	86.69	85.69
Group 21	74.60	73.60
Group 22	86.69	85.69

Cranes: Crawler or Truck
100" to 149" \$0.50 per hour additional to above Crane Rates
150" to 249" \$0.75 per hour additional to above Crane Rates
250" to 349" \$1.00 per hour addiional to above crane Rates
350" to 450" \$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2020	11/01/2020
Groups 1-22		
Regular Time	\$ 22.55* plus \$ 5.95	\$ 23.55* plus \$ 5.95

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

Non-Worked Holiday Supplemental Benefits:

\$ 17.45	\$17.45
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OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

Groups 1-22	1st	2nd	3rd
07/01/2020	\$39.86	\$48.16	\$56.46
11/01/2020	\$40.84	\$49.37	\$57.89

Supplemental Benefits:

Per Hour:

Groups 1-22

	07/01/2020	11/01/2020
Regular Time	\$ 12.05* plus \$ 5.95	\$ 13.05* plus \$ 5.95

* This portion of benefits is subject to the SAME PREMIUM as shown for overtime wages

9-14 HC

Operating Engineer - Heavy Construction 2

04/01/2021

JOB DESCRIPTION Operating Engineer - Heavy Construction 2

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

(For Groups 1 - 22, see Operating Engineer - Heavy Construction 1)

Group 23: Cherry Picker (Over 20 tons), Loader (Over 6 yards)

Group 24: Backhoes and Loaders (Up to 37,000lbs), Bulldozers, Scrapers, Turn-A-Pulls, Tugger Hoists, Tractors, Hysters, Rooustabout Cranes, Conveyers, Ballast Regulators (Ride On), Track Removal Machine or similar, Motor Graders, Locomotives (10 tons and under), Curb & Gutter Pavers and machines of a similar nature

Group 25: Post Hole Digger, Ditch Winch, Road Finishing Machines, Rollers (5 tons and under, Dual Purpose Trucks, Forklifts, Dempsey Dumpsters, Fireman

Group 26: Service Engineer (Gradalls, Concrete Pumps, Cold Planers Grader)

Group 27: Service Mechanic (Shovels, Draglines, Crawler Cranes, Backhoes, Trenching Machines, Compressors (3 or more in battery)

Group 28: Steam Equipment Operator (Water rigs, steam shovels, power boilers, derrick boats)

WAGES:(per hour) 07/01/2020

Group 23	\$81.68
Group 24	79.49
Group 25	75.81
Group 26	72.12
Group 27	52.29
Group 28	75.81

Cranes: Crawler or Truck

100''' to 149'''	\$0.50 per hour additional to above Crane Rates
150''' to 249'''	\$0.75 per hour additional to above Crane Rates
250''' to 349'''	\$1.00 per hour additional to above crane Rates
350''' to 450'''	\$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Groups 23-28

Regular Time \$ 24.55* plus \$7.40

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

Non-Worked Holiday Supplemental Benefits:

\$ 16.95

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates:

1st	2nd	3rd	4th
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Groups 23-28	\$33.84	\$40.34	\$43.59	\$46.84
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Supplemental Benefits:

Per Hour:

Groups 23-28

Regular Time \$ 11.55* plus \$ 7.40

* This portion of benefits is subject to the SAME PREMIUM as shown for overtime wages

9-15 HC

Operating Engineer - Marine Dredging

04/01/2021

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

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:	07/01/2020	10/01/2020
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 40.31	\$ 41.42
CLASS A2 Crane Operator (360 swing)	35.92	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	34.86	35.82
CLASS B2 Certified Welder	32.82	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.92	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2020	10/01/2020
All Classes A & B	\$11.58 plus 7.5%	\$11.98 plus 8%

	of straight time wage, Overtime hours add \$ 0.63	of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.98 plus 7.5% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% 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

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

04/01/2021

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: That part in Dutchess 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: 07/01/2020
Survey Classifications

Party Chief	\$ 45.32
Instrument Man	37.85
Rodman	33.14

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

9-15dconsult

Painter

04/01/2021

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020

Brush \$ 49.20*

Abatement/Removal of lead based
or lead containing paint on
materials to be repainted. 49.20*

Spray & Scaffold \$ 52.20*

Fire Escape	52.20*
Decorator	52.20*
Paperhanger/Wall Coverer	51.96*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2020

Paperhanger	\$ 30.70
All others	28.81
Premium	32.10**

**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:	07/01/2020
Appr 1st term...	\$ 19.12*
Appr 2nd term...	24.52*
Appr 3rd term...	29.72*
Appr 4th term...	39.75*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:	
Per Hour:	07/01/2020
Appr 1st term...	\$ 14.32
Appr 2nd term...	17.78
Appr 3rd term...	20.50
Appr 4th term...	25.89

8-NYDC9-B/S

Painter	04/01/2021
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JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Atlantic Beach, Ceadershurst, East Rockaway, 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 South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike & Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing 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 & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2020
Drywall Taper	\$ 54.03

SUPPLEMENTAL BENEFITS

Per Hour:
Journeyworker: \$ 21.70

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

This applies to all apprentices who were enrolled in the program prior to December 27, 2017

Wage per hour:

12 month terms (year consists of 1500 hours).

07/01/2020

1st year	\$ 20.86
2nd year	32.48
3rd year	43.26

Supplemental Benefits per hour:

One (1) year term at the following dollar amount:

1st term	\$ 12.25
2nd term	17.12
3rd term	19.41

This applies to all apprentices who were enrolled in the program after December 27, 2017

1st term	\$ 20.86
2nd term	27.09
3rd term	32.48
4th term	43.26

Supplemental Benefits per hour:

1st term	\$ 12.25
2nd term	15.98
3rd term	17.12
4th term	19.41

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel**04/01/2021**

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2020	10/01/2020	10/01/2021
	\$ 50.25	\$ 51.50	\$ 53.00
	+ 7.88*	+ 8.63*	+ 9.63*

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.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	07/01/2020	10/01/2020	10/01/2021
	\$ 10.20	\$ 10.90	\$ 10.90
	+ 29.65*	+ 30.00*	+ 30.60*

* 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 (B, 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

	07/01/2020	10/01/2020	10/01/2021
1st year	\$ 20.10 + 3.15*	\$ 20.60 + 3.45*	\$ 21.20 + 3.86*
2nd year	\$ 30.15 + 4.73*	\$ 30.90 + 5.18*	\$ 31.80 + 5.78*
3rd year	\$ 40.20 + 6.30*	\$ 41.20 + 6.90*	\$ 42.40 + 7.71*
Supplemental Benefits - Per hour:			
1st year	\$.25 + 11.86*	\$.25 + 12.00*	\$.25 + 12.24*
2nd year	\$ 10.20 + 17.79*	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 23.72*	\$ 10.90 + 24.00*	\$ 10.90 + 24.48*

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

8-DC-9/806/155-BrSS

Painter - Line Striping

04/01/2021

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

	07/01/2020	07/01/2021	07/01/2022
Painter (Striping-Highway):			
Striping-Machine Operator*	\$ 30.10	\$ 30.32	\$ 31.53
Linerman Thermoplastic	\$ 36.53	\$ 36.93	\$ 38.34

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

Per hour paid:	07/01/2020	07/01/2021	07/01/2022
Journeyworker:			
Striping Machine Operator:	\$ 9.16	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	\$ 9.16	\$ 10.03	\$ 10.03

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:

	07/01/2020	12/31/2020
1st Term:	\$ 12.04	\$ 12.50
2nd Term:	\$ 18.06	\$ 18.19
3rd Term:	\$ 24.08	\$ 24.26

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 10.03
2nd Term:	\$ 9.16	\$ 10.03
3rd Term:	\$ 9.16	\$ 10.03

8-1456-LS

Painter - Metal Polisher

04/01/2021

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

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

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Journeyworker:
All classification \$ 9.94

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

	07/01/2020
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44

3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

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

8-8A/28A-MP

Plasterer

04/01/2021

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:

07/01/2020

Building:

Plasterer/Traditional &

\$ 50.73*

Spraying Fireproofing

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 22.37

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

*When calculating overtime pay, subtract \$5.00 from wages.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

(per hour)

800 hours term:

07/01/2020

1st term	\$28.04
2nd term	\$30.59
3rd term	\$35.69
4th term	\$38.23

Supplemental Benefits:

(per hour):

(800) hours term:

07/01/2020

1st term	\$ 14.27
2nd term	\$ 15.14
3rd term	\$ 16.89
4th term	\$ 17.76

9-262

Plumber

04/01/2021

JOB DESCRIPTION Plumber

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2020

Plumber \$ 70.35

Temporary
Service** \$ 56.36

** Temporary Service- Includes Maintenance of cooling & heating apparatus, maintenance work on pneumatic systems during the construction period, and work on temporary heat. All hours paid at straight time, including holidays.

**THERE ARE NO HELPERS UNDER THIS CLASSIFICATION.

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base,an additional \$1.00 per hour.

SHIFT WORK:

Shift work,when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven(7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M.and midnight shifts.

For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits.

For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2020

Plumber \$ 37.85

Temporary
Service \$ 30.20

OVERTIME PAY

Plumber See (C, O, V) on OVERTIME PAGE.

When calculating premium pay, subtract \$ 0.33 from regular hourly wage rate for Plumber Classification and Repairs & Maintenance, subtract \$ 0.31 from regular hourly wage for Temporary Service.

HOLIDAY

Plumber

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

Repairs & Maintenance

Paid: See (1) on HOLIDAY PAGE.

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

REGISTERED APPRENTICES

Wages per hour:

(1/2) year terms at the following wage:

	1st	2nd	3rd&4th	5th&6th	7th&8th	9th	10th
07/01/2020	\$16.28	\$19.28	\$27.91	\$30.01	\$32.86	\$34.26	\$46.33

Supplemental Benefits:

(1/2) year term at the following dollar amount:

	1st	2nd	3rd-10th
07/01/2020	\$5.43	\$6.43	\$20.13

9-1 Const

Plumber - Pump & Tank: Oil Trades Installation & Maintenance

04/01/2021

JOB DESCRIPTION Plumber - Pump & Tank: Oil Trades Installation & Maintenance

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2020

01/01/2021
Additional

Pump & Tank \$ 68.31 \$ 0.85

SUPPLEMENTAL BENEFITS

Per hour:

Plumber \$ 26.33

OVERTIME PAY

Pump & Tank See (B, F, H) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE.

9-1-P&T

Plumber - Repairs & Maintenance

04/01/2021

JOB DESCRIPTION Plumber - Repairs & Maintenance

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

Repairs &	07/01/2020	01/01/2021
Maintenance	\$ 44.37	Additional \$ 1.63

*Repair & Maintenance work is any repair and/or replacement of present plumbing system that does not change existing roughing or water supply lines. Projects regardless of work type which have approved plans and specifications wherein the plumbing exceeds \$725,000 are excluded.

SUPPLEMENTAL BENEFITS

Per hour:

Repair \$ 18.31
Maintenance

OVERTIME PAY

Repairs &
Maintenance See (B, H) on OVERTIME PAGE.

HOLIDAY

Repairs & Maintenance

Paid: See (1) on HOLIDAY PAGE.

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

REGISTERED APPRENTICES

Note: The Repairs & Maintenance Category has NO Apprentices.

9-1 R&M

Roofer

04/01/2021

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2020

Roofer/Waterproofer \$ 44.25
+ \$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: \$ 27.87

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

1st	2nd	3rd	4th
\$ 15.49	\$ 22.13	\$ 26.55	\$ 33.19
	+ 3.00*	+ 4.20*	+ 5.26*

Supplements:

1st	2nd	3rd	4th
\$ 3.57	\$ 14.10	\$ 16.85	\$ 20.98

9-8R

Sheetmetal Worker

04/01/2021

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020 8/01/2020

Sign Erector \$ 50.79 \$ 52.29

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020 8/01/2020

Sign Erector \$ 49.82 \$ 51.26

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:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2020

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 13.96	\$ 15.81	\$ 17.68	\$ 19.56	\$ 27.26	\$ 29.65	\$ 32.80	\$ 35.26	\$ 37.71	\$ 40.15

8/01/2020

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 14.34	\$ 16.26	\$ 18.17	\$ 20.10	\$ 28.02	\$ 30.47	\$ 33.72	\$ 36.27	\$ 38.77	\$ 41.29

4-137-SE

Sheetmetal Worker

04/01/2021

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Sheetmetal Worker
\$ 56.61

Temporary Operation or
Maintenance of Fans

46.49

SUPPLEMENTAL BENEFITS

Per Hour:
Sheetmetal Worker

\$ 47.90

Maintenance Worker

47.90

OVERTIME PAY

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

For Maintenance See Codes B,E, Q & V

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term	\$ 19.85
3rd & 4th Term	25.51
5th & 6th Term	31.17
7th & 8th Term	36.66
9th Term	45.31

Per Hour: Supplemental Benifits

1st & 2nd Term	\$ 17.63
3rd & 4th Term	24.19
5th & 6th Term	28.51
7th & 8th Term	34.97
9th Term	39.30

4-28

Steamfitter

04/01/2021

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020 01/01/2021

AC Service/Heat Service	\$ 42.85	Additional \$0.75/Hr.
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Refrigeration, A/C, Oil Burner and Stoker Service and Repair.

Refrigeration Compressor installation. (Not to exceed 5 Hp.)

Air Condition / Heating Compressor installation up to 15hp (Not to exceed 15 tons on any job).

SUPPLEMENTAL BENEFITS

Per Hour

AC Service/Heat Service	\$ 17.96
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms

Wages per hour:

1st Term	\$ 20.75
2nd Term	25.04
3rd Term	29.17
4th Term	35.22

Benefits per hour:

1st Term	\$ 12.55
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2nd Term	13.73
3rd Term	14.97
4th Term	16.65

4-638B-StmFtrRef

Steamfitter	04/01/2021
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JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Sprinkler/Steam Fitter \$ 65.01

Temporary Heat & AC Fitter \$ 49.42

Note: Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam Fitter \$ 50.98

Temporary Heat & AC Fitter 41.83

Note: Add 15% to Hourly Benefit for "Contracting Agency" Mandated Off Shift Work.

OVERTIME PAY

All overtime which is defined as work after 7 hours a day plus Saturday, Sunday and Holidays are subject to the amounts below*:

*Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays for Temporary Heat & AC Fitter on Fire Protection/Sprinkler contracts under \$3,000,000.00 and HVAC/Mechanical contracts under \$30,000,000.00:

Sprinkler/Steam	Wages \$ 129.96	Benefit \$ 108.08
Temp Heat/AC	Wages \$ 98.78	Benefit \$ 82.78

HOLIDAY

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

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:				
1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 26.04	\$ 32.54	\$ 42.28	\$ 52.02	\$ 55.27
Enrolled After 07/01/2017		\$ 39.03	\$ 45.53	\$ 52.02

SUPPLEMENTAL BENEFIT per hour:				
1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 20.92	\$ 25.95	\$ 33.45	\$ 40.96	\$ 43.47
Enrolled After 07/01/2017		\$ 30.94	\$ 35.97	\$ 40.96

Premium Time Amounts:				
\$ 40.96	\$ 51.02	\$ 66.02	\$ 81.04	\$ 86.06
Enrolled After 07/01/2017		\$ 61.00	\$ 71.06	\$ 81.04

4-638A-StmSpFtr

Teamster - Heavy Construction	04/01/2021
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JOB DESCRIPTION Teamster - Heavy Construction

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:

Dump Trucks/Drivers (Debris Removal, Street Level and below)

07/01/2020

Dump Trucks	\$ 41.185
Tractor Trailers	45.055
Euclid/Turnapull	45.62

Effective 7/1/2020 an Additional \$2.75/Hr. to be allocated.

SUPPLEMENTAL BENEFITS

Per Hour:

Dump Trucks	
Up to 40 Hours Worked	\$ 49.9725
Over 40 Hours Worked	18.05

ALL OTHERS	
Up to 40 Hours Worked	50.5625
Over 40 Hours Worked	18.05

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: Employees receive 2 hours of Holiday Pay for each day worked in holiday week (not to exceed 8 hours)

Note: Employees receive 5 1/3 hours of Holiday Pay for each day worked in Thanksgiving Holiday Week.

4-282

Welder

04/01/2021

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2020

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

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

Telephone:()

Fax: ()

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT :

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

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

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 04/14/2021

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023

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DOL	DOL	****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAIR 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022

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DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	NYC	*****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023

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DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022

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DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024

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DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	*****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	*****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025

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DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021
DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024

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DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021

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DOL	DOL	****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

CONTRACT FORMS for CONSTRUCTION

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we:

_____ as Principal,
(Legal title of the Contractor)

(Street, City, State, Zip Code)

and _____ as Surety,
(Legal title of the Surety)

(Street, City, State, Zip Code)

are held and firmly bound unto the Dormitory Authority, 515 Broadway, Albany, New York 12207, as Obligee, hereinafter called the Owner, for the use and benefit of the claimants as hereinbelow defined, in the amount of:

_____ Dollars

()

WHEREAS, CONTRACTOR, has by written Agreement dated _____

entered into a Contract with the Owner for:

(Title of Project)

in accordance with the Contract Documents and any changes thereto, which are made a part hereof, and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise such obligation shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Payment Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

CONTRACT FORMS for CONSTRUCTION

PAYMENT BOND

1. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal above named, within one hundred twenty (120) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where the Principal maintains an office or regularly conducts the Principal's business, or at Principal's residence or served on Principal in any manner in which legal process may be served in the State of New York.
 2. Except as provided in section 220-g of the New York State Labor Law, after the expiration of one (1) year following the date on which the public improvement has been Completed and Accepted by the Owner; however, if any limitation embodied in this Payment Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 3. Other than in a New York State court of competent jurisdiction in and for the county in which the Contract, or any part thereof, was to be performed, or in the United States District Court for the district in which the Contract, or any part thereof, was to be performed, and not elsewhere.
- D. The penal sum of this Payment Bond is in addition to any other bond furnished by the Contractor and in no way shall be impaired or affected by any other bond.
- E. The amount of this Payment Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this _____ day of _____ 20____

IN THE PRESENCE OF:

(Principal)

(Signature)

(Title)

(Street Address)

(City, State, Zip Code)

(Phone Number & FAX Number)

(Email Address)

(Surety)

(Signature)

(Title)

(Street Address)

(City, State, Zip Code)

(Phone Number & FAX Number)

(Email Address)

CONTRACT FORMS for CONSTRUCTION

PAYMENT BOND

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING PAYMENT BOND
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 PAYMENT BOND
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

ACKNOWLEDGEMENT OF SURETY

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

CONTRACT FORMS for CONSTRUCTION

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we:

_____ as
Principal,
(Legal title of the Contractor)

(Street, City, State, Zip Code)

and _____ as Surety,
(Legal title of the Surety)

(Street, City, State, Zip Code)

are held and firmly bound unto the Dormitory Authority, 515 Broadway, Albany, New York 12207, as Obligee, hereinafter called the Owner, in the amount of:

_____ Dollars
(Written Dollar Amount)

_____ ()
(Figure Dollar Amount)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR, has by written agreement dated _____

entered into a Contract with the Owner for:

(Title of Project)

in accordance with the Contract Documents and any changes thereto, which are made a part hereof, and are hereinafter referred to as the Contract.

- A. If the Contractor well and fully performs the Contract, the Surety and the Contractor shall have no obligation under this Performance Bond, except to participate in conferences as provided in paragraph B1.
- B. If there is no Owner Default, the Surety's obligation under this Performance Bond shall arise after:
1. The Owner has notified the Contractor and Surety that the Owner is considering declaring a Contractor Default; and
 2. The Owner has declared a Contractor Default.

CONTRACT FORMS for CONSTRUCTION

PERFORMANCE BOND

- C. When the Owner has satisfied the conditions of paragraph B, the Surety shall, at the Owner's option, and at the Surety's expense take one the following actions within twenty (20) days after written notice is sent by the Owner to the Surety declaring a Contractor Default:
1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract.
 2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors.
 3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Payment Bond and Performance Bond issued on the Contract, with a contract price between the Owner and contractor equal to the Balance of the Contract Price, and pay to the Owner the amount of damages as described in paragraph E in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor Default.
 4. Tender to the Owner the amount of this Performance Bond.
- D. If the Surety does not proceed within the time prescribed in paragraph C , the Surety shall be deemed to be in default on this Performance Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.
- E. After the Owner has declared a Contractor Default, and when the Surety acts under paragraph C1, C2, or C3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. When the Surety acts under paragraph C1, C2 or C3 above, the Owner will agree to pay the Balance of the Contract Price to the Surety in accordance with and subject to the terms of the Contract or to a contractor selected to perform and complete the Contract in accordance with and subject to the terms of the contract between the Owner and contractor. When the Surety acts under paragraph C1 or C2 above, the Surety's obligation to perform and complete the Contract is not limited by the amount of this Performance Bond and the Balance of the Contract Price. When the Surety acts under paragraph C1, C2 or C3 above or fails to act under paragraph C, the Surety, in addition to its other obligations, is obligated without duplication for:
1. Additional legal, Design Professional, Consultant and delay costs resulting from the Contractor Default, or resulting from the actions or failure to act of the Surety under paragraph C.
 2. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages for loss of beneficial use of the Work caused by delayed performance or non-performance of the Contractor.
- F. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Performance Bond to any person or entity other than the Owner or its successors or assigns.
- G. This Performance Bond and the Surety's obligations shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the Contract or the Work to be performed thereunder, or by the payment thereunder before the time required therein, or by any waiver of any provision or condition precedent or subsequent thereof, or by settlement or compromise of any claim or dispute related there to, or by assignment, subcontract or other transfer of the Work or any part thereof, or of any monies due or to become due thereunder; and the Surety hereby waives notice of any

CONTRACT FORMS for CONSTRUCTION

PERFORMANCE BOND

and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers.

- H. Any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to the Surety as though done or omitted to be done by or in relation to the Principal.
- I. The obligations of the Surety under this Performance Bond shall be in no way impaired or affected by any winding up, insolvency, bankruptcy, or reorganization of the Principal or by any other rearrangement of the Principal for the benefit of creditors.
- J. The Owner's acceptance of this Performance Bond shall in no way, for any purpose, limit or be claimed to limit the liability of the Principal under the Contract, but such liability shall remain in all respects to the same extent as is provided for in the Contract.
- K. Notice to the Surety and the Contractor shall be mailed or delivered to the address shown on the signature page. Notice to the Owner shall be mailed or delivered to the address shown in the preamble.
- L. Definitions:
 - 1. **Balance of the Contract Price** - The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments (increases and reductions) allowed by the Contract have been made, including, but not limited to, allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 2. **Contract** - The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents as defined in the General Conditions of the Contract and all changes, modifications, amendments, additions, and alterations thereto after the date of this Performance Bond.
 - 3. **Contractor Default** - Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 4. **Owner Default** - Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other material terms thereof.
- M. The penal sum of this Performance Bond is in addition to any other bond furnished by the Contractor and in no way shall be impaired or affected by any other bond.

CONTRACT FORMS for CONSTRUCTION

PERFORMANCE BOND

N. Any suit under this Performance Bond must be instituted before the expiration of two (2) years from the date on which Final Payment is made under this Contract.

Signed as of this ___ day of _____ 20__

IN THE PRESENCE OF:

(Principal)

(Surety)

(Signature)

(Signature)

(Title)

(Title)

(Address)

(Address)

(City, State, Zip Code)

(City, State, Zip Code)

(Phone Number & FAX Number)

(Phone Number & FAX Number)

(Email Address)

(Email Address)

CONTRACT FORMS for CONSTRUCTION

PERFORMANCE BOND

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING PERFORMANCE BOND
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 PERFORMANCE BOND
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

ACKNOWLEDGEMENT OF SURETY

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

DASNY RENOVATION AND REHABILITATION PLA

Attachment B

PROJECT LABOR AGREEMENT
COVERING
SPECIFIED RENOVATION & REHABILITATION WORK

BETWEEN

CONSTRUCTION MANAGER OR GENERAL CONTRACTOR

AND

**NEW YORK CITY BUILDING AND CONSTRUCTION TRADES
COUNCIL**

AND

SIGNATORY LOCAL UNIONS

DASNY RENOVATION AND REHABILITATION PLA

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ARTICLE 1 - PREAMBLE

WHEREAS, the Dormitory Authority of the State of New York (“Authority” or “DASNY”), as a Project Manager for its construction client, [_____] (“Client”), has an agreement with [_____] (“CONSTRUCTION MANAGER OR GENERAL CONTRACTOR”) to perform construction services at [_____] (“Project”) and the Authority and its CONSTRUCTION MANAGER OR GENERAL CONTRACTOR desire to provide for the cost efficient, safe, quality, and timely completion of certain construction, as defined in Article 3, in a manner designed to afford the lowest costs to the Client, the Authority and the public they represent, and the advancement of permissible statutory objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

(1) providing a mechanism for responding to the unique construction needs associated with this Project Work and achieving the most cost-effective means of construction, including direct labor cost savings, and modifying other work and pay practices which would otherwise apply to Project Work;

(2) expediting the construction process and otherwise minimizing the disruption to the ongoing operations of the construction Client in the project area;

(3) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, reducing jobsite friction on common situs worksites, and promoting labor harmony for the duration of the Project Work;

(4) standardizing the terms and conditions governing the employment of labor on the Project Work;

(5) permitting wide flexibility in work scheduling;

(6) permitting adjustments to work rules and staffing requirements from those which otherwise might obtain;

(7) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

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- (8) ensuring a reliable source of skilled and experienced labor;
- (9) securing applicable New York State Labor Law exemptions;
- (10) promoting the statutory objectives stated in the Authority's enabling legislation, applicable Executive Orders, and Authority resolutions, in a non-discriminatory manner designed to open construction opportunities to all qualified bidders;
- (11) complying with the goals established under Article 15-a of the Executive Law for the Project Work;
- (12) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged, in connection with the Project Work, including but not limited to consideration and implementation where appropriate of any approved Mentor-Protégé program established hereafter by the Authority pursuant to Section 147 of the State Finance Law, as amended by Chapter 360 of the 2009 Laws of the State of New York;
- (13) increasing apprenticeship levels for minorities, women and economically disadvantaged individuals to the fullest extent allowed by law; and
- (14) permitting contractors and subcontractors working on the Project Work to retain a percentage of their "core" employees.

WHEREAS, the Building and Construction Trades Council of Greater New York and Vicinity, its participating affiliated Local Unions and their members, desire to assist the Authority and its CONSTRUCTION MANAGER OR GENERAL CONTRACTOR in meeting these operational needs and objectives as well as to provide for stability, security and work opportunities which are afforded by this Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Project Work safety conditions for both workers and the community in the project area.

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and its successors and assigns, in its capacity

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as construction manager or general contractor for the Project Work, and the Building and Construction Trades Council of Greater New York and Vicinity ("BCTC" or "Council") and the signatory affiliated Local Unions ("Unions" or "Local Unions"). The Parties each hereby warrant and represent that they have been duly authorized to enter into this Agreement.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various Union parties including the Building and Construction Trades Council of Greater New York and Vicinity and its participating affiliated Local Unions, are referred to singularly and collectively as "Union(s)" or "Local Unions"; the term "Contractor(s)" shall include any Construction Manager engaged by DASNY that engages Prime Contractors, General Contractor, Prime Contractor, and all other contractors, and subcontractors of all tiers engaged in Project Work within the scope of this Agreement as defined in Article 3; "Authority" means DASNY; the Building and Construction Trades Council of Greater New York and Vicinity is referred to as the "BCTC" or "Council;" and the work covered by this Agreement (as defined in Article 3) is referred to as "Project Work." "Local community residents" shall mean residents of the zip codes as set forth in the contract between DASNY and the General Contractor or Construction Manager for the Project.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) The Agreement is approved by the Building and Construction Trades Department, AFL-CIO, (2) the Agreement is approved and executed by an authorized officer of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and (3) the Agreement is executed by the Council, as well as the participating affiliated Local Unions.

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SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all participating Unions and their affiliates, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and all Contractors of all tiers performing Project Work, as defined in Article 3. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall include in any contract or subcontract that they let for performance during the term of this Agreement a requirement that their contractors and subcontractors, of all tiers, become signatory and bound by this Agreement with respect to that contracted or subcontracted work falling within the scope of Article 3, and all Contractors (including subcontractors) performing Project Work shall be required to sign a "Letter of Assent" in the form annexed hereto as Exhibit "A." This Agreement shall be administered by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or such other designee as may be named by the Authority, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements, a list of which is appended hereto as Schedule "A", represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project Work, in whole or in part, except that Project Work which falls within the jurisdiction of the Operating Engineers Locals 14 and 15 will be performed under the terms and conditions set out in the Schedule "A" agreements of Operating Engineers Locals 14 and 15, respectively, provided further, any work performed that may fall under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking which shall be performed under the UA/IBEW Joint National

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Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms and no strike clause contained herein, which shall govern all Project Work. Subject to the foregoing, where a subject covered by the provisions of this Agreement is also covered by a Schedule "A" agreement, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing Project Work. No practice, understanding or agreement between a Contractor and a Local Union that is not set forth in this Agreement shall be binding on this Project Work unless endorsed in writing by the Authority or such other designee as may be designated by the Authority.

SECTION 5. LIABILITY

The liability of any Party under this Agreement shall be several and not joint. No Contractor shall be liable for any violations of this Agreement by any other Contractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE AUTHORITY AND THE CONSTRUCTION MANAGER OR GENERAL CONTRACTOR

Each of the Authority and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall require in its bid specifications for all Project Work within the scope of Article 3 that all successful bidders, and their subcontractors of all tiers, become bound by, and signatory to, this Agreement by execution of the Letter of Assent. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall not be liable for any violation of this Agreement by any Contractor. The Authority shall not be liable for any violation of this

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Agreement by any Contractor. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Authority and of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR in determining which Contractors shall be awarded contracts for Project Work. It is further understood that the Authority has sole discretion at any time to terminate, delay or suspend the Project Work, in whole or part, provided that in the event the work is resumed it shall be governed by this Agreement.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for (or subcontractor of) Project Work who becomes signatory thereto, without regard to whether that successful bidder (or subcontractor) performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder (or subcontractor) are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the site of Project Work.

SECTION 8. SUBCONTRACTING

Contractors will subcontract Project Work only to a person, firm or corporation who is or agrees to become party to this Agreement.

SECTION 9. LOCAL COLLECTIVE BARGAINING AGREEMENTS

Each Local Union agrees to provide the Authority and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR with a complete copy of its local Collective Bargaining Agreement(s) listed on Schedule "A" within ten business days of its receipt of a request from the Authority or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or as soon thereafter as practical.

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ARTICLE 3-SCOPE OF THE AGREEMENT

SECTION 1. THE WORK

Project Work shall include all construction contracts for the Project bid and let by the Authority, or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR. Such work shall mean any and all contracts that predominately involve renovation, repair, alteration, rehabilitation or expansion of any temporary or permanent building, facility, or structure that DASNY is engaged to perform. This work will include, but not be limited to, demolition, site work, asbestos and lead abatement, painting services, carpentry services, and carpet removal and installation, to the extent incidental to such renovation and rehabilitation. Project Work does not include and this PLA shall not apply to : (i) work valued at \$100,000 or less, of an architect or engineer or a subcontractor of an architect or engineer to explore existing conditions in a building prior to completion of bid documents for covered work; or (ii) contracts for work performed in connection with any and all mentor protégé programs established pursuant to New York State Executive Law Article 15-A involving minority and women contractors, provided such contracts have a value of three million dollars (\$3,000,000.00) or less; except to the extent that a mentor contractor not otherwise bound to a Schedule “A” chooses, on a job-by-job basis, to work under the terms of the PLA. No construction work within the craft jurisdiction of any affiliated local union shall be excluded unless specifically set forth in this Agreement. Project Work shall also include JOCS contracts and requirement contracts.

SECTION 2. TIME LIMITATIONS

In addition to falling within the scope of Article 3, Section 1, to be covered by this Agreement Project Work must be (1) advertised and let for bid after March 31, 2020, and (2) let for bid prior to December 31, 2023, the expiration date of this Agreement. It is understood that this Agreement, together with all of its provisions, shall remain in effect for all such Project

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Work until completion, even if not completed by the expiration date of the Agreement. If Project Work otherwise falling within the scope of Article 3, Section 1 is not let for bid by the expiration date of this Agreement, this Agreement may be extended to that work by mutual agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing Project Work:

A. Superintendents, supervisors, engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons, provided, however, that general forepersons, forepersons and field surveyors covered by a craft's Schedule "A" Agreement are included employees;

B. Employees of the Authority, State of New York ("State"), or any other municipal or State Authority, agency or entity, or employees of any other public employer, even though performing other work on the Project site while covered Project Work is underway;

C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Project site, except to the extent they are lawfully included in the bargaining unit of a Schedule "A" agreement;

D. Employees of the Construction Manager (except those employees of the Construction Manager performing manual, on site construction labor will be covered by this Agreement);

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E. Employees engaged in on-site equipment warranty work unless employees affiliated with the signatory unions are certified to perform warranty work;

F. Employees engaged in geophysical testing other than boring for core samples;

G. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement between the Authority or its Client, or any of the Authority's other professional consultants; and

H. Employees engaged in on-site maintenance of installed equipment or systems, which maintenance is awarded as part of a contract that includes Project Work, but which maintenance occurs after installation of such equipment or system and is not directly related to construction services.

I. Employees engaged in work which is ancillary to Project Work, including work performed pursuant to contracts with electric utilities, gas utilities, telephone companies, and railroads, except that it is understood these entities and their employees may only install their work to a pre-determined demarcation point, e.g., a telephone closet or utility vault, the location of which is determined prior to construction. Employees of such entities shall not be used to replace or displace employees, represented by the affiliated local unions on Project Work.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform Project Work. It is agreed that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Authority, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, or any Contractor. The Agreement shall further not apply to New York State, or State Authority, or entity other than the Authority and nothing contained herein shall be

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construed to prohibit or restrict the Authority or its employees, or any State, City or other municipal or State entity and its employees, from performing on or off-site work related to the Project Work.

As the contracts involving Project Work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Authority or CONSTRUCTION MANAGER OR GENERAL CONTRACTOR for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all employees who are performing on-site Project Work, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to utilize, employ and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area Collective Bargaining Agreements ("COA"). Contractors and subcontractors unfamiliar with the union referral systems and hiring halls may initiate contact with the appropriate trade(s) pursuant to the trade contact list annexed hereto as Exhibit "1". Notwithstanding this, Contractors shall have the sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff (subject to Article 5, Section 3); and the sole right to reject for cause any applicant referred by a Local Union, subject to the show-up payments. In the event, that a Local

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Union is unable to fill any request for qualified employees within a 48- hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event, that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Project Work within its jurisdiction from any source other than referral by the Union.

B. A Contractor, not signatory to any Schedule "A" CBAs, may request by name, its core employee(s) and the Local will honor, referral of persons who have applied to the Local for Project Work and who meet the following qualifications:

- (1) possess any license required by New York State law for the Project Work to be performed;
- (2) have worked a total of at least 1000 hours in the construction field during the prior 3 years; and
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

No more than twelve per centum (12%) of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above. Under this provision, name referrals begin with the eighth employee needed and continue on that same basis.

C. A certified MWBE contractor not signatory to any Schedule "A" CBAs may request by name its core employee(s) that meet the following qualifications, in accordance with sub-paragraphs D (1) and (2) below.

- (1) possess any license required by New York State law for the Project Work to be performed;

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- (2) have worked a total of at least 1000 hours in the construction field during the prior 3 years; and
- (3) were on the Contractor's active payroll for at least 60 out of the 365 calendar days prior to the contract award.

D. Notwithstanding Section 2(B) above:

- 1) For prime contracts up to \$3,000,000, in any case where the first two or more employees are hired simultaneously, the certified MWBE's core employees may be the 1st, 4th, 6th and 8th selections. In any case where the first two or more employees are not hired simultaneously, the MWBE's core employees may be the 2nd, 4th, 6th and 8th selections.
- 2) For subcontracts up to \$2,000,000 in any case where the first two or more employees are hired simultaneously, the certified MWBE's core employees may be the 1st, 4th, 6th, and 8th selections. In any case where the first two or more employees are not hired simultaneously, the MWBE's core employees may be the 2nd, 4th, 6th, and 8th selections.

E. The Authority and/or the Construction Manager or General Contractor shall provide the BCTC and the Local Unions with a list of certified MWBE contractors.

F. Where a certified MWBE Contractor voluntarily enters into a CBA with a Local Union, the employees of such Contractor at the time the CBA is executed shall be allowed to join the Union for the applicable trade subject to satisfying the Union's basic standards of proficiency for admission.

G. The Parties recognize that the Project will require large numbers of craft personnel and other supporting workers. It is, therefore, the explicit understanding and intention of the Parties to use the opportunities provided by the length of the Project and the extensive amount of work to be covered by the Labor Agreement to identify and promote, through cooperative efforts, programs, procedures, and ways to assist interested local residents in the

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surrounding communities of the Project, especially disadvantaged residents, in pursuing careers in the construction industry through apprenticeship programs. These efforts may include, for example, programs to prepare persons for entrance into formal apprenticeship programs such as pre-apprenticeship programs utilizing the Building and Construction Trades Council's Edward J. Malloy Initiative for Construction Skills, and any program that may be offered the Authority or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and outreach programs to the community describing opportunities available as a result of the Project.

H. Upon requests of Contractors, the Local Unions that operate work referral systems will give preference to local community residents in their respective Local Unions for referral to work for Contractors performing Project Work, to the extent permitted by law. Each affiliate receiving such a request will process the request expeditiously and will refer local community residents, to the extent available, to the requesting Contractor. The Authority, its designee and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR may facilitate such referrals by, among other things, maintaining and regularly sharing with the Local Unions a local referral registry which may be utilized by the Authority, its designee and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR to refer qualified local community residents, provided, however, that nothing contained herein shall supersede any legal obligation of any Local Union arising by collective bargaining agreement or otherwise. The Labor Management Committee established under Article 8 may review any problem with requests under this paragraph or administrator action of the local referral registry, but such will not be a condition to a grievance under Article 9. All matters related to referral and hiring of local community residents may be submitted to and addressed by the Labor Management Committee provided for in Article 8 herein.

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I. To the extent permitted by the local union referral systems, employees affiliated with a local union working for a certified MWBE Contractor under the terms of this PLA may be requested by the certified MWBE non-union contractor by name to transfer with that contractor to any other job governed by this PLA, or a PLA substantially similar to this PLA governing the Authority's work, consistent with the provisions of subparagraph D 1.) and 2.) of this Article.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council represents that each Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations that require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable to refer qualified minority or female applicants in percentages equaling the workforce participation goals adopted by the Authority and set forth in the Authority's bid specifications, within 48 hours of the request for same, the Contractor may employ qualified minority or female applicants from any other available source. The parties will cooperate and the Local Unions will use their best efforts to assist contractors to meet the DASNY workforce participation goals for minority and female workers for all crafts as set forth in the contract documents between DASNY and the CONSTRUCTION MANAGER or GENERAL CONTRACTOR.

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SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 6. UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule "A" local agreements, as amended from time to time, but only for the period of time during which they are performing on-site Project Work and only to the extent of tendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Unions which represent the craft in which the employee is performing Project Work. No employee shall be discriminated against at any Project Work site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Local Unions as an agency shop fee.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule "A", and provided that all craft forepersons shall be experienced and qualified journeypersons in their trade as determined by the appropriate Local Union. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local CBA prohibits a foreperson from

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working when the craft-persons he is leading exceed a specified number.

ARTICLE 5- UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site employees shall be entitled to designate in writing (copy to Contractor involved and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR) one representative, and/or the Business Manager, who shall be afforded access to the Project Work site with a CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Contractor provided escort but who shall not disrupt or interrupt the work of employees on the Project.

SECTION 2. STEWARDS

A. Each Local Union shall have the sole discretion to select and designate any working journey person as a Steward and an alternate Steward. The Union shall notify the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR as well as the Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. All Stewards shall be working Stewards.

B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's trade and, if applicable, subcontractors of their Contractor, but not with the employees of any other trade Contractor. No Contractor shall discriminate against the Steward in the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule "A" provision providing

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procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule "A" provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6- MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to: direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directives of the Authority or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, including standard restrictions related to security and access to the site that are equally applicable to Authority or CONSTRUCTION MANAGER OR GENERAL CONTRACTOR employees, guests, or vendors; or the discipline or discharge for just cause of its employees; assign and schedule work; promulgate reasonable Project Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices that limit or restrict productivity or efficiency of the individual as determined by the Contractor, Authority and/or the

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CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall be permitted or
observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source; provided, however, that where there is a Schedule "A" that includes a lawful union standards and practices clause, then such clause as set forth in Schedule "A" Agreements will be complied with, unless there is a lawful contract specification issued by the Authority in accordance with the Authority's Procurement Contract Guidelines, for the Project that specifically limits or restricts the Contractor's choice of materials, techniques, methods, technology or design, or, requires the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices, and which would prevent compliance with such Schedule "A" clause. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for Project Work.

ARTICLE 7- WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand

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billing, demonstrations or other similar disruptive activity at the Project Work site for any reason by any Union or employee against any Contractor or employer. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the Project Work, the objectives of the Authority and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR at any Project Work site or otherwise interferes with the operations of the Authority's construction Client. In addition, failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in immediate proximity to a Project Work site where the failure to cross disrupts or interferes with the operation of Project Work is a violation of this Article. Should any employees breach this provision, the Unions will use their best efforts to try to immediately end that breach and return all employees to work. There shall be no lockout at a Project Work site by any signatory Contractor, Authority or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR. Contractors and Unions shall use their best efforts to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best

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efforts to cause, the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council complies with these obligations it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

A. A party invoking this procedure shall notify Jack Tillem or J.J. Pierson, who shall alternate (beginning with Arbitrator Tillem) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice required by Section 3, above.

C. All notices pursuant to this Article may be provided by telephone,

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telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any.) The Award shall be issued in writing within 3 hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and Authority may participate in full in all proceedings under this Article.

F. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor

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involved, and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR.

G. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

H. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Labor Management Committee will meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; 5) review efforts to meet applicable participation goals for MWBEs and workforce participation goals for minority and female employees; and 6) review the administration of the local referral registry, requests under Article 4, Section 2, paragraph G, and/or all matters related to the referral and hiring of local community residents.

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SECTION 2. COMPOSITION

The Committee shall be jointly chaired by the President of the Authority, or his designee, the President of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, or a designee, and the President of the Council, or his designee. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The parties may mutually designate an MWBE representative to participate in appropriate Committee discussions. The Committee may conduct business through mutually agreed upon sub-committees.

ARTICLE 9- GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely

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notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR (or designee), shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the Construction Manager or designee) to Jack Tillem or J.J. Pierson, who shall act, alternately (beginning with Arbitrator

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J.J. Pierson), as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY AUTHORITY AND/OR CONSTRUCTION MANAGER OR GENERAL CONTRACTOR

The Authority and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other

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disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

All Project Work assignments shall be made by the Contractor to unions affiliated with the BCTC consistent with the New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") and its Greenbook decisions, if any. Where there are no applicable Greenbook decisions, assignments shall be made in accordance with the provisions of the New York Plan and local industry practice. The New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") shall apply to the settlement of all jurisdictional disputes involving all Project work. The New York Plan shall apply to any and all Contractors, subcontractors and unions performing Project work.

SECTION 3. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the Project Work while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage and fringe benefit rates applicable to those classifications as specified in the attached Schedule "A", as amended during the term of this Agreement.

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SECTION 2. EMPLOYEE BENEFITS

A. The Contractors agree to pay on a timely basis contributions on behalf of all employees covered by this Agreement to those legally established jointly trustee employee benefit funds designated in Schedule "A" (in the appropriate Schedule "A" amounts), provided that such benefits are required to be paid on public works under any applicable prevailing wage law. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly required under applicable prevailing wage law. Contractors, not otherwise contractually bound to do so, shall not be required to contribute to benefits, trusts or plans of any kind that are not required by the prevailing wage law, provided, however, that this provision does not relieve Contractors signatory to local collective bargaining agreement with any affiliated union from complying with the fringe benefit requirements for all funds contained in the CBA.

B. The Contractors agree to be bound by the written terms of the legally established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Project Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments. Core employees that may remain unaffiliated with any local union at the completion of their employment under the terms of this PLA may apply for any distributions to which they may be entitled from the Funds that they have participated under the terms of this agreement. Any such distributions will be fully compliant with ERISA and the rules of the relevant Trust Fund. Each Local Union agrees to provide the Authority and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR with a complete copy of the governing documents for each Trust Fund within ten business days of a request for such documents.

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C. In consideration of the unions' waiver of their rights to withhold labor from a contractor or subcontractor delinquent in the payment of fringe benefits contributions ("Delinquent Contractor"), any such union and/or fringe benefit fund shall notify the Authority, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and the Delinquent Contractor in writing with back-up documentation that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein. Should the Delinquent Contractor fail, within ten (10) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the union and/or fringe benefit fund is in dispute, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall withhold from amounts then or thereafter becoming due and payable to the Delinquent Contractor an amount equal to that portion of such payment due to the Delinquent Contractor that relates solely to the work performed by the Delinquent Contractor which the union or fringe benefit fund claims to be due it and shall remit the amount when and so withheld to the fringe benefit fund and deduct such payment from the amounts then otherwise due and payable to the Delinquent Contractor, which payment shall, as between the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and the Delinquent Contractor, be deemed a payment by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR to the Delinquent Contractor. The union or its employee benefit fund funds shall include in such notification only such amount it asserts the Delinquent Contractor failed to pay on Project Work and the union or its employee benefit funds may not include in its notification any amount such Delinquent Contractor may have failed to pay on any other project. In the event that a union and/or its employee benefit funds notifies the Authority, CONSTRUCTION MANAGER OR GENERAL CONTRACTOR that a contractor is delinquent in fringe benefit contributions pursuant to this section, including where the Delinquent

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Contractor disputes that it owes the union or fringe benefit funds the amount claimed to be owed, then such dispute shall be considered a claim within the meaning of Section 139-f (2) of the State Finance Law. Pursuant to Section 139(f) (2) of the State Finance Law, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Prime Contractor is required to withhold from payment to the Delinquent Contractor the amount of the claim until the claim has been suitably discharged.

ARTICLE 12- HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORKDAY

A. The standard work week shall consist of 40 hours of work at straight time rates, Monday through Friday, 8 hours per day, plus ½ hour unpaid lunch period.

B. In accordance with Project needs, there shall be flexible start times with advance notice from the Contractor to the Union. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m. for an eight (8) hour day, and up to 7:30 p.m. for a ten (10) hour day. The Evening Shift shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by the Authority's or the CONSTRUCTION MANAGER'S OR GENERAL CONTRACTOR'S phasing plans on specific projects. The Night Shift shall commence between the hours of 11:00 and 2:00 a.m., unless different times are necessitated by the Authority's or the CONSTRUCTION MANAGER'S OR GENERAL CONTRACTOR'S phasing plans on specific projects. Subject to the foregoing, starting and quitting times shall occur at the Project Work site designated by the Contractor.

C. Notwithstanding any other provision of this Agreement, at the commencement of the job and with the Authority's approval, a contractor may schedule at the commencement of the job, a four day work week, ten (10) hours per day, four consecutive days, Monday through

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Thursday at straight time rates.

D. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime shall be paid for any work over eight (8) hours in a day where 5/8s is scheduled or for work over ten (10) hours in a day where 4/10s is scheduled and over forty (40) hours in a week and will be paid at time and one half (1½) Monday through Saturday. All overtime work performed on Sunday and Holidays will be paid per Schedule "A". There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of on-site shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Project Work schedules and existing Project Work conditions including the minimization of interference with the mission of the Authority's Client. It is not necessary to work a day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the Authority and must be scheduled for not less than five (5) consecutive workdays and with not

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less than five (5) workdays notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts/Saturday and/or Sunday Work - The second shift for onsite work shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Authority phasing plans on the project. There shall be no reduction in shift hour work. With respect to second and third shift work there shall be a five percent (5%) shift premium unless a Schedule "A" CBA provides for a lesser rate on shifts.

C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Project Work requirements subject to the notice requirements of paragraph A.

SECTION 4. HOLIDAYS

A. Schedule - There shall be nine (9) recognized holidays on the Project:

New Year's Day	Labor Day
Martin Luther King Day	President's Day
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
Christmas Day	

All said holidays shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday.

B. Payment - Regular holiday pay, if any, for work performed on such a recognized holiday shall be in accordance with the applicable Schedule "A."

C. Exclusivity - No holidays other than those listed in Section 4(A) above shall

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be recognized or observed, provided however, it is agreed that Christmas Eve and New Year's Eve shall be observed pursuant to the Schedule "A" Agreements.

SECTION 5. SATURDAY MAKE-UP DAYS

Where severe weather resulting in a state or local officially declared weather emergency, power failure, fire or natural disaster or other similar circumstances beyond the control of the Contractor, results in the loss of an entire work day on a regularly scheduled weekday, the Contractor may schedule a Saturday make-up day and such time shall be scheduled and paid as if performed on a weekday. Any other Saturday work shall be paid at time and one half (1½) unless the Schedule "A" permits straight time. The Contractor shall notify the Local Union on the missed day or as soon thereafter as practical if such make-up day is to be worked.

SECTION 6. REPORTING PAY

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two hours reporting pay at straight time rates. An employee whose work is terminated early by a Contractor due to severe weather, power failure, fire or natural disaster or for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked. In other instances, in which an employee's work is terminated early (unless provided otherwise elsewhere in this Agreement), the employee shall be paid for his full shift.

B. When an employee, who has completed their scheduled shift and left the Project Work site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half of the employee's straight time rate for hours actually worked.

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C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special premium payments or reduction in shift hours of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule "A" requires a full weeks' pay for forepersons.

SECTION 7. PAYMENT OF WAGES

A. Termination- Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 8. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked, except that when a Contractor requests that employees remain at the job site available for work, employees will be paid for that time at their hourly rate of pay.

SECTION 9. INJURY/DISABILITY

An employee, who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still

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Project Work available for which the employee is qualified and able to perform.

SECTION 10. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 11. MEAL PERIOD

A Contractor shall schedule an unpaid meal period of not more than ½-hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts, or which provides for staggered lunch periods within a craft or trade. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule "A".

SECTION 12. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Where 4/10s are being worked there shall be a morning and afternoon coffee break.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

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Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted by the New York State Department of Labor, or the maximum allowed per trade. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule "A". The parties encourage, as an appropriate source of apprentice recruitment consistent with the rules and operations of the affiliated unions' apprentice-programs, the use of the Edward J. Malloy Initiative for Construction Skills, Non-Traditional Employment for Women and Helmets to Hardhats.

ARTICLE 14-SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are, at all times, maintained on the Project Work site and the employees and Unions agree to cooperate fully with these efforts to the extent consistent with their rights and obligations under the law. Employees will cooperate with employer safety policies and will perform their work at all times in a safe manner and protect themselves and the property of the Contractor, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, the Authority's construction Client, and the Authority, from injury or harm, to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement, shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR for this Project Work. Such rules will be published and posted in conspicuous places throughout the Project Work sites. Any site security and access policies established by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR intended for specific application to the construction workforce for Project

DASNY RENOVATION AND REHABILITATION PLA

Work and that are not established pursuant to an Authority directive shall be implemented only after notice to the BCTC and its affiliates and an opportunity for negotiation and resolution by the Labor Management Committee.

SECTION 3. INSPECTIONS

The Contractors and CONSTRUCTION MANAGER OR GENERAL CONTRACTOR retain the right to inspect incoming and outgoing shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - TEMPORARY SERVICES

Temporary services shall only be required upon the specific request of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and when so requested shall be assigned to the appropriate trade with jurisdiction. Temporary system coverage shall be provided by the appropriate Contractors' existing employees during working hours in which a shift is scheduled for employees of this Contractor. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Authority may determine the need for temporary system coverage requirements during non-working hours. There shall be no stacking of trades on temporary services. In the event a temporary system is claimed by multiple trades, the matter shall be resolved through the New York Plan for Jurisdictional Disputes.

ARTICLE 16 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of creed, race, color, religion, sex, sexual orientation, national origin, marital status, citizenship status, disability, age or any other status provided by law, in any manner prohibited by law or regulation.

DASNY RENOVATION AND REHABILITATION PLA

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 17- GENERAL TERMS

SECTION 1. PROJECT RULES

A. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and the Contractors shall establish such reasonable Project Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work. These rules will be explained at the pre-job conference and posted at the Project Work sites and may be amended thereafter as necessary. Notice of amendments will be provided to the appropriate Local Union. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

B. The parties adopt and incorporate the BCTC's Standards of Excellence as annexed hereto as Exhibit "B."

SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general

DASNY RENOVATION AND REHABILITATION PLA

foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5. FULL WORKDAY

All working shifts commence at the staging area designated for the trade by the CONSTRUCTION MANAGER or GENERAL CONTRACTOR, which may be located and/or relocated within the discretion of the CONSTRUCTION MANAGER or GENERAL CONTRACTOR to an area of floor that provides the most efficiency ("mobile shanties"). It is the CONSTRUCTION MANAGER or GENERAL CONTRACTOR'S responsibility to provide adequate transportation/hoisting so that travel time to the staging area takes no more than fifteen minutes. The parties will cooperate to increase efficiency in this regard.

SECTION 6. COOPERATION AND WAIVER

The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, Contractors and the Unions will cooperate in seeking any NYS Department of Labor, or any other government, approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on their own behalf and on behalf of its participating affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible only for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night, and similar differentials and premiums. This Agreement does not, however, constitute a waiver or

DASNY RENOVATION AND REHABILITATION PLA

modification of the prevailing wage schedules applicable to work not covered by this Agreement.

ARTICLE 18. SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or if such application may cause the loss of Project funding or any New York State Labor Law exemption for all or any part of the Project Work, the provision or provisions involved (and/or its application to particular Project Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law (and to the extent no funding or exemption is lost), unless the part or parts so found to be in violation of law or to cause such loss are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to trigger the foregoing, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Authority's, CONSTRUCTION MANAGER'S OR GENERAL CONTRACTOR'S bid specifications, or other action, requiring that a successful bidder (and subcontractor) become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or may cause the loss of project funding or any New York State Labor Law exemption for all or any part of the Project Work, such requirement (and/or its application to particular Project Work, as necessary) shall be

DASNY RENOVATION AND REHABILITATION PLA

rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed by law and to the extent no funding or exemption is lost. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Authority, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, any Contractor, nor any Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction, other determination, or in order to maintain funding or a New York State Labor Law exemption for Project Work. Bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE "A" AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedule "A" to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements that are the basis for Schedule "A" notify the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR in writing of the hourly rate changes agreed to in that Area Collective

DASNY RENOVATION AND REHABILITATION PLA

Bargaining that are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule “A” CBA’s will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on Project Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule “A” of provisions agreed upon in the renegotiation of Area CBAs shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project Work by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lock-out on such Project Work affecting a Local Union during the course of such renegotiations.

ARTICLE 20 - WORKERS’ COMPENSATION ADR

An ADR program may be negotiated and participation in the ADR Program will be optional by trade.

ARTICLE 21 - HELMETS TO HARDHATS

SECTION 1.

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military

DASNY RENOVATION AND REHABILITATION PLA

Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2.

The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

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DASNY RENOVATION AND REHABILITATION PLA

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and

effective as of the 26th day of may 2020

**FOR BUILDING AND CONSTRUCTION TRADES COUNCIL
OF GREATER NEW YORK AND VICINITY**

BY: Gary LaBarbera
GARY LABARBERA, President

[CONSTRUCTION MANAGER OR GENERAL

CONTRACTOR] BY: _____
Executive Officer

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AFFILIATE SIGNATURES TO FOLLOW

DASNY RENOVATION AND REHABILITATION PLA

FOR THE LOCAL UNIONS:

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Steve Ludwigson, Business Manager – International Brotherhood of
Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO,
Local Lodge No. 5

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Sponsor.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

Date

Print name

Title and Local

DASNY RENOVATION AND REHABILITATION PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Jack Argila, Business Manager – Bricklayers and Allied Craftworkers,
Local Union No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Jack Argila
Signature

5/8/2020
Date

JACK ARGILA
Print name

President BAC LOCAL 1
Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

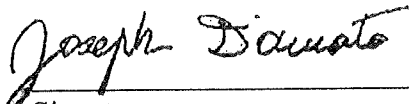
TO: Joseph D'Amato, Business Manager – Building Concrete & Excavating Laborers,
Local Union No. 731

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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Acknowledged and agreed to by:



Signature



Date

Print name

Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Joseph Geiger, Executive Secretary Treasurer – N.Y.C. and Vicinity District
Council of Carpenters

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Sponsor.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Joseph Geiger
Signature

3/12/2020
Date

JOSEPH GEIGER
Print name

E.S.T.
Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
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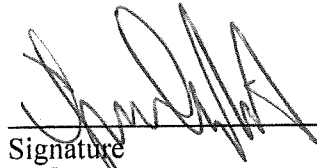
TO: Gino Castignoli, Business Manager - Cement Masons Local Union No. 780

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Sponsor.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

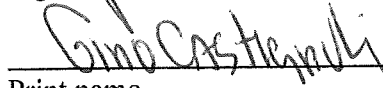
Acknowledged and agreed to by:



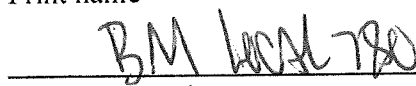
Signature

03-09-20

Date



Print name



Title and Local

DASNY RENOVATION AND REHABILITATION PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT


TO: Angelo Angelone, Business Manager - Concrete Workers District Council No. 16

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Sponsor.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

03/13/2020
Date

Angelo Angelone

Print name

Business Manager/President CCWSC16

Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT


TO: Pawel Gruchacz – Asbestos, Lead & Hazardous Waste, Laborers Local
Union No. 78

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

05/18/2020
Date

PAWEL GRUCHACZ - DERBY - SUPERVISOR
Print name

LOCAL 78
Title and Local

TO: Mike Prohaska, Business Manager – Construction & General Building Laborers
Local Union No. 79

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Signature: Michael Prohaska (circled)
Date: 5/14/2020

Print name: Michael Prohaska.

Title and Local: Business Manager. Local 79.

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
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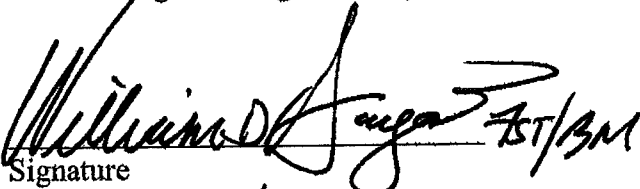
TO: William D. Hayes, Business Manager - Derrickmen and Riggers Local
Union No. 197

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Sponsor.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

5/14/20
Date

William Hayes
Print name

Fin Sect, Treasurer, Business Manager Local 197.
Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
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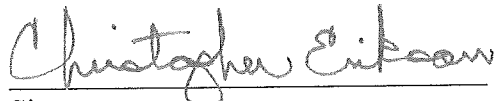
TO: Christopher Erikson, Business Manager – International Brotherhood of Electrical
Workers, Local Union No. 3

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

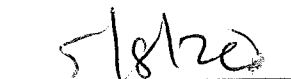
The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature



Date

Print name

Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

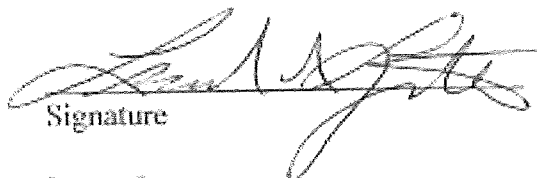
TO: Lenny Legotte, Business Manager – International Union of Elevator Constructors,
Local Union No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

May 12, 2020
Date

Lenny Legotte
Print name

President / Business Manager
Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
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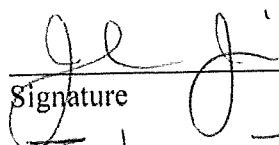
TO: John Jovic, Business Manager – Heat & Frost Insulators & Allied Workers,
Local Union No. 12

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature
John Jovic

Print name

3/10/2020

Date

Business Manager Local 12

Title and Local

DASNY NEW CONSTRUCTION PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
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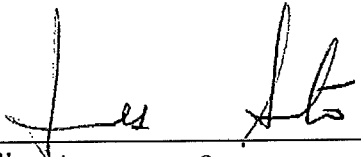
TO: Jaime Soto, Business Manager – Heat & Frost Insulators & Allied Workers
Local Union No. 12A

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

May 22, 2020

Date

Jaime Soto

Print name

Business Manager / Secretary Treasurer Local 12A

Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT


TO: Keith J. Loscalzo, Business Manager – Pavers & Road Builders, Laborers Local
Union No. 1010

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

KEITH LOSCALZO
Print name

5/8/20
Date

BUS MGR LABORERS LOCAL 1010
Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
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TO: James P. Mahoney, President – New York State Iron Workers District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

5-15-20
Date

James P. Mahoney
Print name

PRESIDENT NYS IWD C
Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Robert Walsh, Business Manager – Structural Iron Workers, Local Union No. 40
FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

5-8-2020

Date

Robert W. Walsh

Print name

Business Manager/FS-T Iron Workers Local 40

Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT


TO: Matthew Chartrand, Business Manager – Structural Iron Workers, Local
Union No. 361

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

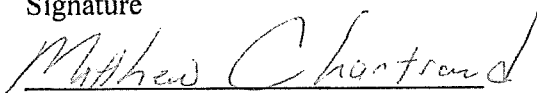
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Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

5-12-20
Date


Print name

BM FST 361
Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

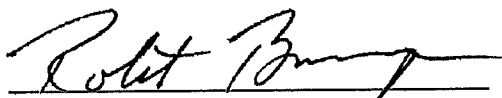
TO: Robert Bonanza, Business Manager – Mason Tenders District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

5-11-20

Date

Robert Bonanza

Print name

Business Manager - MTDC of GNY & LI

Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

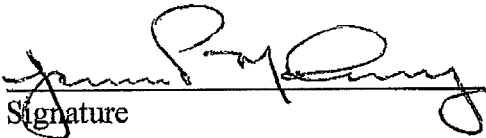
TO: James Mahoney, Administrator - Metallic Lathers & Reinforcing Ironworkers,
Local No. 46

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

5-15-20
Date

JAMES P MAHONEY
Print name

ADMINISTRATOR
Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Peter Myers, Business Manager – Ornamental Iron Workers,
Local Union No. 580

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Peter Myers
Signature

3/12/2020
Date

Peter Myers
Print name

Business Manager / F.S.T.
Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

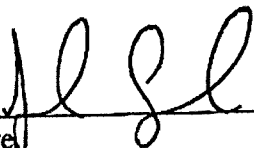
TO: Joseph Azzopardi, Business Manager – Glaziers No. 1087, District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

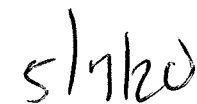
The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:




Signature



Date



Print name



Title and Local



DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

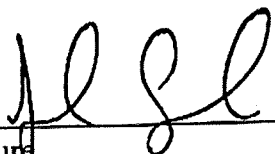
TO: Joseph Azzopardi, Business Manager – Painters, District Council No. 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

5/17/20
Date

J. Azzopardi
Print name

Bm 1st DC9.
Title and Local



Scanned with
Mobile Scanner

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Joseph Azzopardi, Business Manager – Metal Polishers, Local Union No. 8A-28A; District Council No. 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature J. Azzopardi

Print name J. Azzopardi

Bm/ST DC9.
Title and Local

5/7/20
Date



DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Joseph Azzopardi, Business Manager - Drywall Tapers Local Union No. 1974,
District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Sponsor.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature J. Azzopardi
Print name J. Azzopardi

5/7/20
Date

BM/ST DC9.
Title and Local



DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Joseph Azzopardi, Business Manager – Bridge & Structural Steel Painters, Local
Union No. 806, District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature J. Azzopardi

5/7/20
Date

J. Azzopardi
Print name

Bm/ST DC9
Title and Local



DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

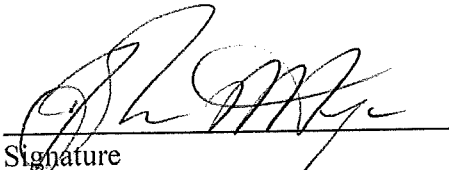
TO: Dale Alleyne, Business Manager – Operative Plasterers Local Union No. 262

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

3/10/2020
Date

Dale Alleyne
Print name

Business Manager CU 262
Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Michael Apuzzo, Business Manager – UA Plumbers Local Union No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Michael Apuzzo
Signature

3/2/2020
Date

Michael Apuzzo
Print name

Business Manager - UA Local 1
Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Sean Campbell, President – Private Sanitation, Teamsters Local Union No. 813

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Signature

Date

Print name

Title and Local

DASNYS RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Nicolas Siciliano, Business Manager – Roofers & Waterproofers, Local Union
No. 8

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

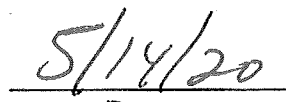
The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature



Date



Print name



Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Eric Meslin, President/Business Manager – Sheet Metal Workers,
Local Union No. 28

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Eric Meslin
Signature

5/14/20
Date

Eric Meslin
Print name

Pres. & Bus. Mgr. - Sheet Metal Local 28
Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

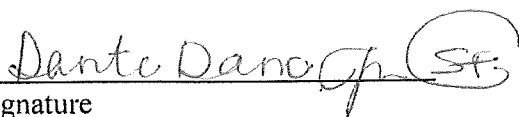
TO: Dante Dano, President/Business Manager – Sheet Metal Workers,
Local Union No. 137

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

03/11/2020

Date

Dante Dano, Jr. "Signs & Graphics"
Print name

President/ Business Manager- SMART Local 137
Title and Local

DASNY NEW CONSTRUCTION PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Scott Roche, Business Agent at Large – UA Steamfitters, Local Union No. 638

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Scott Roche

Signature

3/9/20
Date

Scott Roche

Print name

Business Agent AT Large

Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Thomas Gesualdi, President – Teamsters, Local Union No. 282

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Thomas Gesualdi
Signature

5/8/2020
Date

THOMAS GESUALDI
Print name

PRESIDENT LOCAL 282
Title and Local

DASNY RENOVATION AND REHABILITATION PLA
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: William A. Hill, President – Tile, Marble & Terrazzo, B.A.C. Local Union No. 7

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

May 11, 2020
Date

MATTHEW Guy
Print name

SECRETARY TREASURER LOCAL #7 T.M.T.
Title and Local

DASNY RENOVATION AND REHABILITATION PLA

SCHEDULE "A" - CBAs

Union	Current Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	Independent
Building, Concrete, Excavating & Common Laborers Local 731	Members of the General Contractors Association of New York, Inc.
Bricklayers Local 1 of the International Union of Bricklayers and Allied Craftworkers	Independent
District Council No. 9, I.U.P.A.T Glaziers Local 1087	Window and Plate Glass Dealers Association
Drywall Tapers and Painters Local 1974, affiliated with International Union of Painters & Allied Trades and Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.	Independent
Enterprise Association of Steamfitters and Apprentices Local 638	Mechanical Contractors Association of NY, Inc.
Enterprise Association of Steamfitters and Apprentices Local 638	Independent
Elevator Constructors Local 1 of NY and NJ	ThyssenKrupp Elevator Corporation
Elevator Constructors Local 1 of NY and NJ	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Member of the General Contractors Association of New York, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	Independent

DASNY RENOVATION AND REHABILITATION PLA

International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	The Insulation Contractors Association of New York City, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Environmental Contractors Association, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	Boilermakers Association of Greater New York
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	New York Electrical Contractors Association
International Brotherhood of Teamsters, Local 282, High Rise Contract	Building Contractors Association & Independents
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Cement League
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Independent
Local 8 Roofers, Waterproofers & Allied Workers	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	Independent
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Building Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Interior Demolition Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Independent

DASNY RENOVATION AND REHABILITATION PLA

Mason Tenders DC & Laborers' International Union – Local 78 & 79	NYCDCA
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Environmental Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	ABMC
Operative Plasterers' and Cement Masons' International Association Local No. 262	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Sheet Metal Workers' International Association, Local 28	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 137	The Greater New York Sign Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	New York Structural Steel Painting Contractors Association
Teamsters Local 813	Independent
Teamsters Local 813	IESI NY Corporation
The Cement Masons' Union, Local 780	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	GCA

DASNY RENOVATION AND REHABILITATION PLA

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local No. 1556	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Millwright Local 740	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	The Cement League

DASNY RENOVATION AND REHABILITATION PLA

The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America	New York City Millwright Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	Greater New York Floor Covering Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Association of Architectural Metal & Glass
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Building Construction Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Local 2287	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Shop Carpenters	Independent
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	The Greater New York and New Jersey Contractors Association
United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association Local 197 of NY, LI, Westchester and Vicinity	Building Stone and Pre-cast Contractors Association

DASNY RENOVATION AND REHABILITATION PLA

EXHIBIT "A" - LETTER OF ASSENT

Project Labor Agreement - - Letter of Assent

The undersigned party confirms that it agrees to be a party to and be bound by the DASNY RENOVATION AND REHABILITATION Project Labor Agreement ("Project Labor Agreement") as such Project Labor Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project as defined in the Project Labor Agreement (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto;
- (2) Agrees to be bound by the legally established and applicable collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Project Labor Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the PROJECT and shall require labor harmony from every lower tier subcontractor it engages to work on the PROJECT. Labor harmony disputes/issues shall be subject to the Labor Management Committee's Pre-Job conference provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in the Project Labor Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be bound in form identical to this document.

Dated: _____

(Name of Contractor or subcontractor)

Approved:

Building and Construction Trades Council of Greater New York and Vicinity

By: _____

Dated: _____

DASNY RENOVATION AND REHABILITATION PLA

EXHIBIT “B” – STANDARD OF EXCELLENCE

NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- Provide a full day’s work for a full day’s pay;
- Safely work towards the timely completion of the job;
- Arrive to work on time and work until the contractual quitting time;
- Adhere to contractual lunch and break times;
- Promote a drug and alcohol-free work site;
- Work in accordance with all applicable safety rules and, procedures,
- Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;
- Respect management directives that are safe, reasonable and legitimate;
- Respect the rights of co-workers;
- Respect the property rights of the owner, management and contractors.

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- Management adherence to the collective bargaining agreements;
- Communication and cooperation with the trade foremen and stewards;
- Efficient, safe and sanitary management of the job site;
- Efficient job scheduling to mitigate and minimize unproductive time;
- Efficient and adequate staffing by properly trained employees by trade;
- Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;
- Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner
- Promote job site dispute resolution and leadership skills to mitigate such disputes;
- Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standard of Excellence.

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Buildsafe NYC Safety Codes of Conduct

Mission Statement – To ensure the safety of all workers and the public by maintaining high standards of the unionized construction industry on all construction projects under the supervision of contractors affiliated with the Building Trades Employers' Association and Building and Construction Trades Council Union Affiliates.

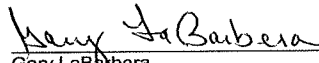
1. BTEA member companies and BCTC unions and their members shall work together in a professional and respectful manner at all times.
2. The workforce shall adhere to the use of personal protective equipment (PPE) usage in accordance with OSHA Guidelines at all times including:
 - a. ANSI compliant Hard Hats (with ratchet suspension) at all times (supplied by employer)
 - b. Construction-type Work Boots at all times
 - c. Long Pants and shirts with at least short sleeves at all times (no shorts or tank tops)
 - d. ANSI compliant Eye Protection shall be worn at all times (supplied by employer)
 - e. Adequate Hearing Protection in their possession and used as needed (supplied by employer)
 - f. High-vis outer garments to be worn on site pursuant to OSHA Guidelines (supplied by employer)
3. CM and Subcontractor management shall implement a fair and consistent disciplinary policy for all site personnel regarding the adherence to site safety rules and requirements. Likewise, a joint labor/management team will periodically assess project wide implementation of these Codes.
4. CM firms shall maintain clean and functioning workforce restrooms, hygiene facilities and housekeeping, initially and throughout the duration of the project. Management and workforce shall make all efforts to keep the facilities graffiti free.
5. All personnel shall adhere to a strict policy against drug and alcohol possession and use on sites and during hours of work.
6. All workers must complete a job specific Project Safety Orientation Class prior to beginning work on every major project. Workers shall present either a valid OSHA 10 or 30 card within 5 years of date of issue in addition to all certifications and proof of safety training for trade specific tasks they will be engaging in on the project. Worker certifications of safety training for specific tasks such as fire watch, flagmen, and safety attendant must be verified. All personnel must have and be able to show a valid OSHA 10 card with them at all times.

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7. Management will create a method for expedited entry procedures to allow access to project sites for general contractors, subcontractors and labor. Labor representatives shall be provided with site access immediately. The Building Trades Employers' Association and the Building and Construction Trades Council Union Affiliates will endeavor to develop a universal job access badge for Union representatives..
8. No unauthorized cell phones, portable media devices, radios, or other devices that limit hearing and attention shall be used while working on sites.
9. Ground Fault Circuit Interrupters (GFCI) will be used on all power tools and extension cords.
10. Union trade representatives shall participate in a regularly scheduled site safety meeting on all projects regardless of size.
11. Extreme effort shall be made to isolate the public from all construction activity. Specifically, systems shall be put in place to control falling materials and pedestrian exposure. This should be a top priority for the entire project workforce.
12. Workers shall honor security access control systems to establish entry to sites by authorized personnel only, where applicable.
13. Fall protection management shall be a top project priority. Workers shall maintain and use necessary fall protection systems and procedures where appropriate. Engineering controls and work methods which eliminate, guard, or otherwise control fall hazards shall take priority over personal fall arrest system usage.
14. Where hazardous materials are present, projects shall implement efforts to communicate and control potential exposure to the workforce.
15. No smoking at any time anywhere on the construction site per Department of Buildings rules and regulations.
16. All incidents/accidents, or unsafe working conditions should be immediately reported to supervisors.


Louis J. Coletti
President & CEO
Building Trades Employers' Association

December 8, 2015
Date


Gary LaBarbera
President
Building and Construction Trades Council

12/8/15
Date

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EXHIBIT “C” – DRUG AND ALCOHOL POLICY

PREAMBLE

WHEREAS, Dormitory Authority of the State of New York as Sponsor (“Sponsor”) of the _____, New York (“Project”) desires to provide for a safe, drug and alcohol-free work site for the Project;

WHEREAS, the parties have entered into a separate Project Labor Agreement for the Project and have agreed to negotiate in good faith a Project Drug & Alcohol Testing Policy;

WHEREAS, this Testing Policy is collectively negotiated between _____ the (“CM”) and the New York City Building and Construction Trades Council (“Council”) (the CM and BCTC are collectively referred to hereafter as the “Parties”);

WHEREAS, the Parties each currently have respective drug and alcohol policies, including the Projects' Zero-Tolerance policy;

WHEREAS, the Parties desire to maximize project safety conditions for the Project personnel and public, as well as deter violations of the Parties' respective drug and alcohol policies;

NOW, THEREFORE, the Parties agree to this Policy as of the date hereof,

ARTICLE 1 - PARTIES

This Drug & Alcohol Testing Policy (“Policy”) is hereby established by the CM and the Council, on behalf of itself and its affiliated local union members, and the signatory local unions on behalf of themselves and their members.

ARTICLE 2-GENERAL CONDITIONS

SECTION 2.1 - SUMMARY

In order to reinforce the Parties' respective drug and alcohol policies, including the Projects' zero tolerance policy regarding the prohibition of the use of drugs and alcohol, and to deter Project personnel from violating those policies, the Parties agree that all Project Personnel (defined later) will be required to submit to drug and/or alcohol testing randomly, post-accident, and for reasonable suspicion.

Any individual on site that violates this Policy is subject to disciplinary action, including, without limitation, loss of site access privileges.

SECTION 2.2 - REVOCATION OF PROJECT ACCESS PRIVILEGES

Any one of the following occurrences will result in the immediate revocation of a Project Personnel's project access privileges:

1. An individual is found selling or using drugs or alcohol, or otherwise is under the influence of drugs or alcohol, subject to the other terms of this Policy, on a Project Site;
2. An individual has been convicted under any criminal drug or alcohol statute for a violation occurring in the workplace within the past two years;
3. An individual who refuses to abide by the Projects' drug and alcohol policy, or refuses to submit to a test in accordance with this Policy;

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4. An individual who switches, adulterates, or in any way tampers with a specimen required to be submitted in accordance with this Policy.

SECTION 2.3 - DEFINITIONS

Confirmed Positive Test: The presence of drugs, drug metabolites, or alcohol in a person's body that equals or exceeds the established cut off levels as defined in Exhibit I. For drugs, the sample will have undergone Laboratory screening and confirmation testing and must have been verified as positive by a Medical Review Officer. A positive test result for alcohol obtained through Evidential Breath Testing is considered a Confirmed Positive Test.

Employee Assistance Program (EAP): An EAP is generally considered a workplace-based, confidential program designed to help employees deal effectively with a variety of personal problems, and, of relevance to this policy, substance abuse problems. The EAP promotes assessments and short-term counseling. An EAP shall also include any similar education or rehabilitation program provided by the Council or its respective members. The Project Personnel that are required to participate in the EAP shall be responsible for the cost of their consultation with an EAP and/or participation in any education or rehabilitation program.

Evidential Breath Testing Device (EBT): A device that is used to measure alcohol in the breath and which meets National Highway Traffic Safety Administration's specifications for precision and accuracy.

Laboratory: A laboratory that is SAMHSA (Substance Abuse and Mental Health Services Administration) certified for the testing of drugs.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employer's drug testing plan who has knowledge of substance abuse disorders and medical training to interpret and evaluate a donor's confirmed positive test result together with his/her medical history and all other relevant information.

Previous Worker: All individuals whose employment relationship with the contractor, company or organization no longer exists.

Project Site: The construction area for respective Project.

Reasonable Suspicion: When a qualified trade contractor, the Sponsor or CM as set forth in Section 3.7, reasonably believes that an individual has violated this Policy. Reasonable suspicion is based upon (1) specific, current, behavioral or performance indicators, (2) the possible manufacture, distribution, consumption or possession of unauthorized drugs, drug paraphernalia, or alcohol, or (3) documented investigation by an agency retained by, or otherwise independent from, the Sponsor or CM.

SECTION 2.4 - INCLUDED SUBJECTS

This Policy shall cover all employees of the Sponsor, Construction Manager and Project trade contractors, their subcontractors and any other of their respective personnel at any level that are performing any activity at a Project Site, inclusive of managers, superintendents and supervisors, except as specifically excluded by Section 2.5 of this Policy (collectively and singularly, "Project Personnel").

SECTION 2.5 - EXCLUDED SUBJECTS

The following persons are not subject to the provisions of this Policy:

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- A. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery;
- B. Vendors and employees of vendors engaged on a Project Site in equipment testing, inspection, training, warranty work, or engaged in corrections of defective or nonconforming work, unless such employees are expressly included in the bargaining unit of a local signatory to this Agreement;
- C. Employees engaged in ancillary work on a Project which is performed by third parties, such as electric utilities, gas utilities, telephone companies, and railroads, or any other work not constituting Project work;
- D. Employees of any governmental authority (state, local or otherwise);
- E. Employees and contractors engaged in work on the Project Site as part of due diligence or monitoring, which work is ancillary to Project work; and
- F. Emergency responders.

SECTION 2.6 - PRESCRIPTION AND NON-PRESCRIPTION DRUGS

The use of prescription drugs not prescribed directly to Project Personnel is prohibited, including the use of drugs prescribed to a spouse or domestic partner. The use of non-prescription drugs that are sold outside the United States and that contain substances that are illegal or require a prescription in the United States are prohibited, unless prescribed by a licensed physician.

SECTION 2.7 - SEARCHES

In order for the CM to ensure the safety of Project Personnel and for the CM to protect its assets, the CM shall have the right upon good cause (such as reasonable suspicion of a violation of this Policy) to conduct reasonable searches for alcohol, drugs and related paraphernalia anywhere within the boundaries of a Project Site. A search may include any assets owned or leased by any Project Personnel that is on a Project Site, including without limitation, vehicles, lockers, gang boxes, desks and personal property brought onto a Project Site, but excluding personal body searches or physical contact with employees.

ARTICLE 3 - DRUG & ALCOHOL TESTING

SECTION 3.1 - COLLECTION PROCESS

As of June 01, 2019, Project Personnel may be required to submit urine samples ("Preliminary Drug Screening") for the purpose of detecting the presence of drugs as part of the random, post-accident or reasonable suspicion testing, in accordance with chain of custody protocols as established by Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing an instant result test cup for Preliminary Drug Screenings, such testing is to be performed on-site by an independent service provider. The results from the instant result test cup will be considered preliminary. The sample will be sent to a SAMHSA certified testing laboratory for confirmation.

As of the date hereof, all Project Personnel will be required to submit to an Evidential Breath Test (EBT) for the purpose of detecting the presence of alcohol when submitting to random, post-accident or reasonable suspicion testing. Alcohol testing will not be conducted for pre-access testing.

SECTION 3.2 - NEGATIVE PRELIMINARY DRUG SCREENING

Project Personnel with a negative Preliminary Drug Screening will be considered conditionally

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accepted for Project site access, pending confirming laboratory results. Site access privileges will be revoked if the subsequent laboratory results determine that the sample has tested positive for drugs or that the sample has been adulterated.

SECTION 3.3 POSITIVE PRELIMINARY DRUG SCREENING

If the Preliminary Drug Screening indicates a positive result, the individual will not be allowed access to the Project Site. The sample will be sent to the certified laboratory for analysis and, if applicable, reviewed by the Medical Review Officer (MRO). If the laboratory confirmation results are also positive, the individual will be considered in violation of this Policy and their site access will be revoked for at least 30 days. If the laboratory confirmation results are negative, the Project Personnel's site access will not be revoked.

SECTION 3.4 CONFIRMED POSITIVE TEST RESULTS

A. POSITIVE DRUG TEST

A drug test is considered positive if the test results exceed the limits shown in Exhibit 1, which is attached hereto and incorporated herein by reference. The test will be confirmed through a second analysis process and reviewed by an MRO before results are reported. Project Personnel with confirmed positive drug test results will have their site access revoked. In case of a "false positive" result, any such Personnel shall be entitled to the reimbursement of any wages lost during the suspension caused by any such false positive result.

B. POSITIVE EBT

An EBT is considered positive if the test results exceed .04 BrAC, or as otherwise set forth in Exhibit 1. Project Personnel with a positive alcohol test result will be subject to the remedies set forth in Exhibit 1.

C. REINSTATEMENT OF SITE ACCESS PRIVILEGES

(a) Subject to section 3.4(C)(a) immediately below, if the site access of a Project Personnel has been revoked pursuant to this Policy, then any such person may request that their site access be reinstated after 30 days, provided that all of the following conditions are met to the reasonable satisfaction of the CM. :

1. The individual has provided proof of wellness from an accredited rehabilitation facility or has provided proof that treatment isn't needed as attested to by a licensed health care provider specializing in the diagnosis and treatment of alcohol and drug abuse.
2. A current drug and alcohol test are obtained within three (3) days of the request for re-access to the site and proof of a negative test result has been received; and
3. The individual agrees to submit to multiple testing for two (2) full years from the date of gaining re-access to the project, the scheduling of which will be determined at the sole discretion of the CM. If all of these conditions have been met, the Design-Builder agrees that it will not unreasonably withhold their consent to any such request.

(b) Unlawful possession, concealment, use, purchase, sale, manufacture, dispensation or distribution of illegal drugs or un-prescribed controlled substances on the Project Premises will subject the

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Project Personnel Employee to immediate removal from the Project Premises and shall bar such Project Personnel Employee from returning for a minimum of three (3) months, which return shall, in any event, be subject to the reasonable approval by CM.

(c) All of the Parties agree that any such Project Personnel will only be entitled to any such reinstatement of site access privileges one time and that any subsequent violation of this Policy will result in the permanent termination of access to the Project Site.

SECTION 3.5 - RANDOM TESTING

A third-party provider designated by the CM will randomly select by an objective criterion a testing pool for random drug and/or alcohol testing from all Project Personnel with site access cards. Any individual selected for a random drug and/or alcohol test will be required to submit to an Evidential Breath Test (EBT) and/or drug test. Individuals may be tested more than once during any given time period. The Parties acknowledge and agree that an EBT may be required without a drug test and that a drug test may be required without an EBT, as solely determined by the CM.

If an individual is unable to attend the first scheduled random drug test as a result of being involved in a work-related task, such drug test will be rescheduled and will be completed at or before the conclusion of such employee's then current work shift. If the second drug test is missed for any reason, the incident will be reviewed by the CM, who shall have the right to terminate the site access privileges of any such Project Personnel until such time as that Project Personnel has complied with this Policy. If the individual refuses to take the test, their access privileges will be immediately terminated for cause.

SECTION 3.6 - POST ACCIDENT TESTING

After each work-related incident or injury requiring the services of a licensed health care provider, all Project Personnel involved with the incident will be required to submit to a drug and/or alcohol test immediately following the incident. In instances where emergency care is necessary, the drug and/or alcohol test shall be obtained by the care facility, if possible, within 24 hours after treatment is rendered. If more than 48 hours have passed before an injury is reported and treated by a licensed health care provider, an alcohol test will not be required.

In addition, any Project Personnel involved in a non-injury related incident at a Project Site with damages at or in excess of \$200 will be required to submit to a drug and/or alcohol test unless:

- A. It is determined, after conducting an investigation and interviewing all employees involved and any witnesses, that the employee's performance can be completely discounted as a contributing factor to the incident; or
- B. It is determined, after conducting an incident investigation and interviewing all employees and any witnesses that the incident was caused by inadequate equipment or system design, and/or premature failure of equipment or system components.

SECTION 3.7 - REASONABLE SUSPICION TESTING

All Project Personnel will be required to submit to a drug and/or alcohol test when there is reasonable suspicion the individual has violated this policy.

Reasonable suspicion includes, without limitation, the following:

- A. Violent or irrational behavior;
- B. Emotional or physical unsteadiness;
- C. Sensory or motor-skill malfunctions;

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- D. Slurred speech;
- E. The odor of alcohol or drugs on clothing or breath in conjunction with other indicators;
- F. Possession of alcohol, unauthorized drugs or drug paraphernalia; or
- G. Documented evidence of an independent investigation regarding Project Personnel's consumption of what is reasonably believed to be an alcoholic beverage or drugs in violation of the Project's policies and/or this Policy.

Reasonable suspicion testing may only be ordered by supervisory personnel that: (a) have been trained to recognize the above referenced factors; or (b) have received credible documentary evidence from an independent investigator that a Project Personnel has violated a drug and/or alcohol policy. It is agreed that any certified training program shall satisfy the training requirement.

SECTION 3.8 - PRIVACY CONSIDERATIONS

The Parties agree to use reasonable efforts to conduct any testing pursuant to this Policy in accordance with the privacy concerns of Project Personnel. To address these concerns, the Parties agree that:

1. The testing station(s) shall be screened off, or otherwise closed off from public view.
2. All documents and information regarding the testing, including test results, shall be maintained by the respective custodian(s) of record in accordance with their respective privacy policies, which any Project Personnel shall be entitled to review upon timely request.
3. The Parties agree to make a good faith effort to resolve any other privacy concern of Project Personnel regarding this Policy, provided that any such concerns do not interfere with the purpose of this Policy.

ARTICLE 4 – GRIEVANCE

SECTION 4.1 - REPRESENTED WORKERS

Nothing in this Policy shall restrict a member of a signatory local union from filing a grievance in accordance with the member's collective bargaining agreement or a Project Labor Agreement, provided that the grievance shall be limited to whether the removal of a member for violation of this Policy was conducted in compliance with the terms and conditions set forth herein.

SECTION 4.2 - HOLD HARMLESS

The Design-Builder agrees to hold harmless and indemnify the Union/Council and its representatives from any liability that may be incurred as a result of the Company's Drug and Alcohol Policy to the extent caused by the negligence or intentional misconduct of the Design-Builder.

IN WITNESS WHEREOF the parties have agreed to this Policy as of _____.

FOR CONSTRUCTION MANAGER

By: _____

Name: _____

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Title: _____

FOR GREATER NEW YORK CITY BUILDING TRADES COUNCIL

By: Gary La Barbera By: 5/26/20

Name: Gary LaBarbera _____

Title: President _____

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EXHIBIT 1

CLASS OF DRUGS TESTED AND THEIR RESPECTIVE CUT-OFF LIMITS

The cut-off limits established are those recommended by the U.S. Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs.

Drug Class	Screening	Confirmation
	Cut-Off Limit (ng/ml)	Cut-off Limit (ng/ml)
Amphetamines	1000	500
Benzoyllecgonine (Cocaine Metabolite)	300	150
Cannabinoids (THC)	50	15
*Opiates	2000	10
Phencyclidine (PCP)	25	25

Confirmation screening is done by means of GC/MS analysis.

*The GC/MS confirmation for opiates will be for both codeine and morphine separately. If morphine is equal to or greater than 2,000ng/ml then the GC/MS confirmation analysis for 6- acetylmorphine (6-MAM) is at a cut-off level of 10ng/ml.

Alcohol Screening

All Project Personnel will be required to submit to an EBT under the random, post-accident, and reasonable suspicion test arenas, for the purpose of detecting presence of alcohol. If this test supports a positive result for presence of alcohol, the Project Personnel will be considered in violation of this Policy.

If the results of the EBT are:

1. Above 0.001 BrAC, but at or below 0.020 BrAC, a second test will be conducted within approximately 15 minutes.
 - If the second BrAC test is less than the first BrAC, the results will be deemed negative and the Project Personnel may return to work, if there are no other outstanding issues.
 - If the second BrAC is increasing, but below 0.04 BrAC, the results will be deemed negative, but the Project Personnel will be sent home for the day and the Construction Manager shall be notified. If a Project Personnel is sent home two times within a six-month period pursuant to this Section I, then any such Project Personnel shall be deemed to have tested positive and will be subject to the applicable remedies set forth in Section 2 below.
2. Above 0.02 BrAC, but below 0.06 BrAC, a second test will be conducted after approximately 15 minutes.
 - Notwithstanding anything set forth above to the contrary, a Project Personnel may

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elect to voluntarily go home for the day instead of taking a second test and the results will be deemed negative, provided that any such Project Personnel may not voluntarily go home more than once within a twelve month period.

- If the second BrAC test is at or below 0.02 BrAC, the results will be deemed negative and the Project Personnel may return to work if there are no other outstanding issues.
 - If the second BrAC test is above 0.020, but below 0.06, the results will be deemed positive, the Project Personnel will be sent home for the day and their site access will be revoked for at least five [5] calendar days and until such time as the Project Personnel has been evaluated by an EAP professional skilled in substance abuse and confirmed fit for duty.
 - Any Project Personnel who is deemed positive two times within two years pursuant to this Section 2 will have their site access privileges terminated and will be entitled to the limited relief set forth in Section 34(c) of the Policy.
3. At or above .06 BrAC, the Project Personnel will have their site access privileges terminated, after which they will be entitled to the limited relief set forth in Section 3.4(C) of the Policy