

**F.I.T. STUDENT HOUSING CORP
KAUFMAN HALL ACCESS CONTROL
ALLEGION/SCHLAGE HARDWARE & INSTALLATION
INVITATION FOR BID NUMBER C1556**

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SECTION I:
NOTICE TO BIDDERS

SECTION I: NOTICE TO BIDDERS

F.I.T. STUDENT HOUSING CORP KAUFMAN HALL ACCESS CONTROL ALLEGION/SCHLAGE HARDWARE & INSTALLATION INVITATION FOR BID NUMBER C1556

For the purposes of this project (the “Project”) the Fashion Institute of Technology and its auxiliary dormitory organization, the F.I.T. Student Housing Corporation, shall hereinafter be collectively referred to as “FIT” unless otherwise distinguished herein. Neither the Fashion Institute of Technology nor F.I.T. Student Housing Corporation will be responsible for receipt of any Bid which does not comply with the instructions as set forth further in this document.

FIT is **ONLY** accepting electronic scanned bids for the subject project. You must email your bid to purchasingbids@fitnyc.edu in PDF format and it should include all the requested documents (See Attachment A – Bid Checklist). Bids must be received by **November 4th, 2022, on or before 12:00 P.M.** All bidders will be notified of the bid results within the hour. Bid results are not official until each package has been fully reviewed.

ATTACHMENT A - BID CHECKLIST

F.I.T.STUDENT HOUSING CORP & KAUFMAN HALL ACCESS CONTROL ALLEGION/SCHLAGE HARDWARE & INSTALLATION INVITATION FOR BID NUMBER C1556

Bidder shall meet the following requirements and submit necessary information with the Bid. Failure to comply with these requirements shall be grounds for rejection of your Bid.

- Did you attend the **mandatory** site inspection?
- Did you include all required documentation? (As per Bidder Requirements – i.e. proof of being in business, permits, licenses, certifications, etc.)
- Did you include the Form of Bid? (See Section VIII.)
- Did you include the Non-Collusive Bidding Certification? (See Section IX.)
- Did you complete in full the Bid Analysis Form, (See Attachment C)
- Did you sign for each Addendum to this project, if any were published? (It is the contractor's responsibility to check FIT's "Current Bid Opportunities" webpage for addendums prior to submitting their bid.)
<http://www.fitnyc.edu/purchasing/current-bids.php>
- Did you complete the Contractor Reference Sheet? **Do not list FIT as your projects of similar size and scope.** (See Attachment B)
- Can you provide the required levels of insurance coverage? See: General Conditions – Article 15
- Can the bidder provide references to at least three (3) different prior contracts that have been completed within the past five (5) years that are similar in size and scope to the project indicated for this Contract?
- Did you provide proof of years in business/date of incorporation?
- Sub-contracting percentage shall **not exceed 20%** of the project cost.
- Did you include an audited or reviewed financial report for the last two (2) years with your bid?
- You have read and agree to comply and sign Exhibits E, F, G, and H upon award of contract. In addition to the foregoing requirements you are responsible for compliance with any additional safety directives that may be forthcoming by Executive Order or other authorized Federal, State, or local authority, between the date of issuance of this addendum the date of award.

ATTACHMENT B - CONTRACTOR REFERENCE SHEET
F.I.T.STUDENT HOUSING CORP
KAUFMAN HALL ACCESS CONTROL
ALLEGION/SCHLAGE HARDWARE & INSTALLATION
INVITATION FOR BID NUMBER C1556

FIT requests a minimum of three references for **completed** projects of similar size and scope. Please complete the following information for each reference: **(Do not list FIT as your projects of similar size and scope.)**

Contact Name/Title: _____
 Company Name/Address: _____
 Phone Number: _____
 Project Name: _____
 Project Cost: _____
 Project Start/End Date: _____
For FIT Use Only – Reference Responses
 Quality of Work: _____ Site Maintenance: _____
 Scheduling: _____ Cooperation: _____ Safety Standards: _____
 Permits: _____ Report Submittals: _____ Payments: _____
 Other Relevant Factors: _____
 Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___

Contact Name/Title: _____
 Company Name/Address: _____
 Phone Number: _____
 Project Name: _____
 Project Cost: _____
 Project Start/End Date: _____
For FIT Use Only – Reference Responses
 Quality of Work: _____ Site Maintenance: _____
 Scheduling: _____ Cooperation: _____ Safety Standards: _____
 Permits: _____ Report Submittals: _____ Payments: _____
 Other Relevant Factors: _____
 Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___

Contact Name/Title: _____
 Company Name/Address: _____
 Phone Number: _____
 Project Name: _____
 Project Cost: _____
 Project Start/End Date: _____
For FIT Use Only – Reference Responses
 Quality of Work: _____ Site Maintenance: _____
 Scheduling: _____ Cooperation: _____ Safety Standards: _____
 Permits: _____ Report Submittals: _____ Payments: _____
 Other Relevant Factors: _____
 Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___

FIT

Interviewer: _____ Signature: _____ Date: _____

SECTION II:
BID TERMS AND CONDITIONS

SECTION II. BID TERMS AND CONDITIONS

SPECIFICATIONS FOR KAUFMAN HALL ACCESS CONTROL ALLEGION/SCHLAGE HARDWARE & INSTALLATION INVITATION FOR BID NUMBER C1556

I. INTRODUCTION

The Fashion Institute of Technology, a community college of art and design, business and technology of the State University of New York, currently has an enrollment of approximately 10,000 full and part-time students. Located in the Chelsea area of Manhattan, FIT's facilities are composed of a twelve-building complex containing administrative/academic offices, classrooms, computer labs, and studios. There are three (3) residence halls located on West 27th Street that currently house approximately 1,250 students and one (1) residence hall located at 406 West 31st Street that houses approximately 1,100 students. F.I.T. Student Housing Corporation is a separate, not-for-profit corporation that was established pursuant to the laws of the State of New York to own and operate these residence halls for the benefit of the College and its students. For purposes of this project all references to FIT shall be recognized to refer to the Fashion Institute of Technology (hereafter, "FIT" or the "College") and the F.I.T. Student Housing Corporation together, unless specifically designated otherwise. The successful responsive and responsible bidder (hereinafter "Contractor") shall be required to enter into a contract with FIT based on the Contract Documents, (including Notice to Bidders, Bid Terms and Conditions, Contract Terms and Conditions, General Requirements, General Conditions, Labor & Material Payment Bond, Performance Bond, Form of Bid, Non-Collusive Bidding Certification, Substitution Form Request, Contract, Affirmative Action Form, Change Order, Form, Contractor's Trade Payment Breakdown, Safety EHS Plan, Prevailing Wage Schedule, Specifications, and Drawings), attached hereto and incorporated herein.

II. SUMMARY OF SCOPE OF WORK

The Work of the Project is defined by the immediately following Project Description herein below and by the Contract Documents.

Project Description: Provide labor, materials, tests, tools, and equipment to complete the Kaufman Hall Access Control installation project. The Contractor MUST be an authorized dealer and installer of the locks that are listed on Attachment C – Bid Analysis Form. The Contractor may begin survey and procurement of materials immediately following award. This project will be implemented in TWO PHASES:

Phase I (Winter/Spring 2022/2023): Install all cabling and wireless hubs in all locations as per the design layout. This includes ordering all the locks with the necessary listed parts and storing them until the commencement of Phase II. This project will take place in hallways and common areas, and can therefore be performed during the school year while residents are occupying the building.

Phase II (Summer 2023-Commencement Date: 5/29/2023) – Install the Allegion lock sets on all resident doors throughout the Kaufman Hall building and perform programming,

testing & commissioning. Work completion date is 8/11/2023.

The installation of all equipment in accordance with the manufacturer's installation/operation & maintenance manuals & instructions shall be followed. Awarded contractor shall be responsible to repair and repaint any walls due to damage during the installation.

III. **BIDDER REQUIREMENTS**

Bidder shall meet the following requirements and submit necessary information with the Bid. Failure to comply with these requirements shall be grounds for rejection of your bid. FIT reserves the right to reject bids with incomplete information or bid security, or contain conditions not specified in the Bid Terms and Condition herein, or which are presented on a different form other than that provided to bidders. FIT reserves the right to determine whether a bidder has substantially met all the Bid requirements and to ask for additional information prior to making such a determination.

- A. **Bidder shall have been primarily in the Access Control or Electronic Security Services business for a minimum of five (5) years as of the Bid Opening Date. Proof shall be submitted with the Bid.**
- B. Bidder shall have satisfactorily performed work of the size, scope and nature to be performed pursuant to the terms and conditions for this Bid, as evidenced by **references from at least three (3) different successfully completed contracts in an installation similar to those indicated for this Bid in the past five (5) years.** Bidder shall include for each reference: project location, dollar value of contract; initiation and completion date, name, title, address and telephone number of contact person. References cannot be members of FIT staff or FIT consultants.
- C. **Bidder shall attend the mandatory pre-bid meeting and site inspection. Failure to comply with this requirement shall be grounds for rejection of its bid.**
- D. Bidder is responsible for all necessary field measurements, all necessary data on the existing conditions and verification of all quantities and dimensions listed in the Project Specifications and Drawings, if applicable.
- E. By submitting a bid, Bidder agrees that s/he has examined the Contract Documents, visited the site, noted all conditions and limitations affecting the Work, and fully understands the nature of the Work. Bidder is required to inform FIT in writing immediately of any instance where changed conditions are encountered.
- F. Bidder shall submit documentation of financial viability, including balance sheets and profit and loss statement for the prior two (2) years, with the Bid.
- G. Bidder, upon request, shall submit copies of current licenses and certifications

applicable to the work, including, but not limited to, licenses issued by the Commissioner of Buildings of the City of New York. Proof of the following certificates will also be required: 10 Hour OSHA Outreach Training Program; Asbestos Awareness Training, FDNY Certificate of Fitness, with its bid.

IV. **APPROVAL OF SUBCONTRACTORS**

Subcontracting shall be permitted **not to exceed 20%** of the work of the Project as determined by FIT. The ratio of the contractors and subcontractors work must be included with your bid submission. All subcontractors are required to gain prior written approval by FIT's Facilities Director. The General Contractor will be the Prime Contractor (hereinafter "Contractor") and shall be permitted to Subcontract the following types of Services:

- Services to develop, amend and/or upgrade EHS Plan
- Repair and Repaint damaged walls

The Contractor will require that the terms of the Contract apply to the sub-contractors and shall cause all sub-contractors to comply with the terms of this contract.

V. **PRE-BID SITE INSPECTION AND QUESTIONS**

A **mandatory** Pre-Bid Site Inspection for prospective Bidders will be held on **October 19th, 2022 at 10:00 A.M.** at the Fashion Institute of Technology, *Kaufman Hall Building Lobby, located at 31st Street (between 9th and 10th Avenues)*. **Failure to attend shall be grounds for rejection of your bid. All attendees must wear a Covid-19 health and safety mask while at the site inspection. Please also bring a business card. Since this is the one and only site-visit, you are encouraged to bring your sub-contractors.**

Bidder shall examine the Bid documents carefully. Before bidding, bidder shall make any requests for interpretation of Bid documents or clarification of any ambiguity therein that should have been detected by a reasonably prudent Bidder. Questions shall be submitted in writing to the attention of Purchasing Department via email: purchasingbids@fitnyc.edu, no later than **October 26th, 2022 on or before 3:00 P.M.** Answers shall be provided in the form of an Addendum and be posted on the FIT purchasing department website. Reference Bid number **C1556**.

VI. **BID DESIGNATION**

- A. FIT is **ONLY** accepting electronic scanned bids for the subject project. You must email your bid to purchasingbids@fitnyc.edu in PDF format and it should include all the requested documents (See Attachment A – Bid Checklist). Bids must be received by **November 4th, 2022, on or before 12:00 P.M.** All bidders will be notified of the bid results within the hour. Bid results are not official until each package has been fully reviewed.

- B. Bids received late will not be considered.

VII. PREPARATION OF THE BIDS

- A. Bids must be submitted on the forms supplied by FIT in the bidder's full legal name or the bidder's full legal name plus a registered assumed name. All blank spaces for bid prices must be filled in, using both words and figures, words to take precedence over figures. **Conditional bids shall not be accepted.** Bids shall not contain any recapitulation of the Work to be done. Bidder exclusions shall be grounds for bid rejection. Do not modify the bid forms supplied by FIT
- B. Bids that are illegible or that contain omission, alterations, additions or items not called for in the bidding documents may be rejected as not responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Notice to Bidders, Bid Terms and Conditions, and Contract Terms and Conditions, may be rejected as not responsive.
- C. FIT may reject any bid not prepared and submitted in accordance with the provisions of the Notice to Bidders, Bid Terms and Conditions, and Contract Terms and Conditions. Neither FIT nor the FIT Student Housing Corporation will be responsible for receipt of any Bid which does not comply with these instructions. Only those Bids emailed to the FIT Purchasing Dept. inbox (purchasingbids@fitnyc.edu) on or before **November 4th, 2022, on or before 12:00 PM** will be considered.
- D. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof and any bid received after such time and date shall not be considered.
- E. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

VIII. AWARD OF CONTRACT

- A. The award of the Contract shall be made to the bidder submitting the lowest responsible bid if, in the opinion of FIT, the bid is responsive to the bid solicitation, and such bidder is responsible and qualified to perform the work involved in the sole discretion of FIT. The lowest bidder will be considered the contractor with the lowest bid for the base bid. In case FIT will decide to include the 'alternate' in the scope of work, the lowest bidder will be considered the contractor with the lowest total of the base bid plus the alternate bid.
- B. FIT reserves the right to reject any bid or all bids, to waive any informalities or irregularities or omissions in any bid received.
- C. During the term of the Contract, the Contractor shall promptly notify FIT of any change in the ownership of the Contractor. Failure to notify FIT may result in termination of the Contract.

- D. FIT reserves the right, exercisable in its sole discretion, to cancel and withdraw from the Project at any time in advance of the award.
- E. Prior to the opening of the bids, bidder shall promptly notify FIT of any change in ownership of the bidder. Failure to notify with this bid shall be grounds for rejection of the bid.

IX. DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon failure or refusal to execute and deliver the Contract and bond required within ten (10) days after such Bidder has received notice of the acceptance of such bid, shall forfeit to FIT as damages for such failure or refusal, the security deposited with the Bid or the sum of the difference between the total bid of the successful bidder and the total bid of the bidder submitting the next lowest bid, whichever sum shall be higher.

X. PREVAILING WAGE

This Project is subject to New York State Labor Law 220, Article 8 Prevailing Wage Schedules. The Contractor shall submit with, each invoice, certified payrolls for all labor. Submission of a Certified Payroll with invoice in full compliance with labor laws is a condition of payment.

Contractor and its subcontractors shall pay at least the prevailing wage rate and pay or provided the prevailing supplements in accordance with the Labor Law.

A copy of the prevailing wage schedule, for New York County, can be found at the New York State Department of Labor website. (PRC# 202201668)

www.labor.ny.gov

Contractor must also comply with all applicable federal, state, and local laws rules, regulations, requirements, and codes, including but not limited to, the statues regulations, laws, rules and requirements specifically referenced in the documents annexed hereto.

XI. M/WBE AND SDVOB

FIT encourages minority and women business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate with that commitment. Also, bidders are encouraged to use Service-Disabled Veteran-Owned Businesses (SDVOB). A directory of New York State Certified Minority and Women's Business Enterprises is available from: Empire State Development Corporation, Minority and Women's Business Development Division at: <http://www.esd.ny.gov/mwbe.html> to assist potential bidders in locating sources of M/WBE subcontractors and reaching these goals. SDVOBs can be readily identified on the directory of certified businesses at: <https://online.ogs.ny.gov/SDVOB/search>."

XII. MISCELLANEOUS

- A. FIT reserves the right to request clarifications from bidders for purposes of assuring a full understanding of responsiveness and further reserves the right to permit revisions from all bidders who might be, in FIT's sole discretion determined to be viable bidders for contract award, prior to the award.
- B. FIT reserves the right to reject separable portions of any offer, to negotiate terms and conditions consistent with the bid, and to make an award for any or all remaining portions.
- C. FIT reserves the right to eliminate mandatory requirements unmet by all bidders.
- D. Any additional vendor terms which are attached or referenced with a submission shall not be considered part of the bid or proposal, but shall be deemed included for informational purposes only.
- E. Unless otherwise specifically stated in the Bid Terms and Conditions, all specifications and requirements constitute minimum requirements. All bids must meet or exceed stated specifications and requirements.
- F. FIT reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the Bid and whose bid is considered to best serve FIT's interest. In determining the responsiveness and responsibility of the bidder, FIT may consider the following factors, including but not limited to: the ability, capacity, and skill of the bidder to perform as required; whether the bidder can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of past performance by the bidder; the previous and existing compliance by the bidder with relevant laws and regulations; the sufficiency of the bidder's financial resources; the availability, quality, and adaptability of the bidder's equipment, supplies and/or services to the required use; and the ability of the bidder to provide future maintenance, service, and parts.

XIII. EXECUTIVE ORDERS/COVID-19

Contractors and Subcontractor shall comply with Governor Cuomo's Executive Order 202 & 202.16 (Exhibit E) and the COVID-19 Contractor Guidance for Construction Jobsites (Exhibit F). In addition to the foregoing requirements you are responsible for compliance with any additional safety directives that may be forthcoming by Executive Order between the date of issuance of this addendum the date of award.

In the event the Contractor's performance under this agreement is delayed or interfered with arising out of or connected to the COVID-19 pandemic, including but not limited to worker availability, government-mandated suspension of work or any other emergency action associated with protecting the health and safety of the workforce, which leads to a site closure, delay or suspension of the work, Contractor or any subcontractors hereby acknowledge their only remedy under this agreement is to request an extension of time for the performance of the unfinished work as herein provided; under no circumstances will Contractor or any subcontractors or vendors be entitled to any increase in the subcontract

price or additional compensation for any alleged costs, expenses or damages as a consequence of such delays or interference, including but not limited to: i) General Condition Costs (e.g.: site clean-up, home and field office expenses, telecommunications equipment or use , and/or supervisory costs including but not limited to Project Manager, Project Engineer, Superintendent and Foremen, etc.), ii) escalation (increases in material costs, transportation charges or any alleged wage or salary increases) or iii) any alleged inefficiencies or loss of productivity. NOTE: The above examples are not intended to be an exhaustive list of all the alleged costs, expenses or damages excluded by this clause. It is offered only as an example of some costs within each category.

Owner shall review the Contractors request for delay and, if acceptable, shall extend the time of performance by Change Order for such reasonable time as the Owner, in its sole discretion, may determine.

SECTION III:
CONTRACT TERMS AND CONDITIONS

SECTION III. CONTRACT TERMS AND CONDITIONS

I. COMPLIANCE REQUIREMENTS

All work hereunder, including but not limited to material and installations, shall be in compliance with the Contract Documents including both specifications and drawings, as well as all applicable state and local building codes (such as the New York City Building Code) and the rules, regulations of governmental agencies and utility companies having jurisdiction over the work.

The following additional notes shall be considered as part of the officially filed drawings:

NONE

THE WORK:

Unless modified by the Contract Documents, the work of each section of the specifications shall include all labor, materials, testing, tools and equipment necessary and reasonably incidental to **Kaufman Hall Access Control Allegion/Schlage Hardware & Installation project.**

WORKMANSHIP:

All work shall be performed by persons skilled in the work. Work shall be installed true to dimension, plumb and level with neat, accurate cutting and fitting of all materials in accordance with recognized standards of workmanship.

ON-SITE VERIFICATION:

The Contractor shall verify all dimensions and site conditions prior to commencing the work. Dimensions may not be scaled from drawings. Should there be a discrepancy, Contractor is to notify FIT Facilities Director immediately for clarification.

COORDINATION OF THE WORK:

The Contractor shall be responsible for the coordination of the work and the means and methods of construction and provide FIT with the resume of Contractor's project manager ("Project Manager"). FIT's Facilities Director shall approve the Project Manager and reserves the right to request a replacement Project Manager upon reasonable notice.

WORK HOURS:

Regular work hours are from **9:00 am to 5:00 pm** unless otherwise specified in the Contract Documents. Contractor will have reasonable access to the site in order to complete the work in the given time frame. Contractor shall comply with FIT's additional work rules related to such extended access. All labor costs required to meet this deadline are the sole responsibility of the Contractor and shall be included in the contract price. FIT reserves the right to put the work on hold on three (3) occasions during the course of construction for any length of time and for any reason.

CONFLICTS, ERRORS AND OMISSIONS:

1. The Contract Documents and typical details apply throughout the work unless noted otherwise.
2. In the event that certain features of the work are not fully shown on the drawings, Contractor must obtain clarification from the FIT Facilities Director and Architect through the use of an AIA Standard RFI form (copies can be obtained from the Architect) before proceeding with the work.
3. In the event of conflicts with the drawings and/or specifications, the Contractor must promptly notify the FIT Facilities Director and Architect. The Architect will determine which shall govern.

MANUFACTURER'S PRODUCTS AND FABRICATIONS:

1. All manufacturers and fabricators printed warnings for handling of their products must be strictly observed.
2. All products and materials must be provided and installed in strict accordance with the recommendations of the manufacturer. In the event of conflict between the drawings or the specifications and the manufacturer's recommendations, Contractor must notify FIT Facilities Director and Architect to obtain clarification before proceeding with the work.
3. Contractor must verify all materials and manufactured items to be in conformance with applicable codes and regulations.

DELIVERY AND STORAGE OF MATERIALS:

1. All materials shall be new and delivered to the site in original, unbroken containers.
2. All materials shall be inspected by the Contractor at time of delivery and Contractor shall reject material evidencing damage or other defects.
3. Contractor shall provide secure and environmentally compatible storage facilities for all materials in accordance with the recommendations of the manufacturer.

PROJECT SCHEDULE:

1. Contractor shall attend a Project Initiation Conference, prior to the commencement of work at the site. Attending this Conference on behalf of the Contractor shall be a representative of FIT and the Project Manager assigned to the project. Contractor shall submit at this Conference a detailed timeline indicating the important milestones of the project and establishing an estimated date of substantial completion in accordance with Contract Documents. He/she shall also present all submittals required by the Contract Documents, such as Insurance Certificates, product tear sheets (not at the initial

conference), copy of the General Liability insurance policy (amended to reflect required additional insureds), etc. Project access, storage locations, required crew size and other relevant issues shall also be addressed at this Conference.

2. Time is of the essence. Contractor shall be required to commence work on Phase I of the **Kaufman Hall Access Control Allegion/Schlage Hardware & Installation** within five (5) working days of receipt of a Notice to Proceed from FIT. The shop drawings process and ordering need to proceed first. Work for Phase II shall commence on or about **May 29, 2023. The project shall be Substantially Completed no later than August 11, 2023.** Contractor must be de-mobilized and leave the job site on the ending date of work period. Only close-out, administrative tasks may continue beyond the closing date. Unless otherwise specified, the work is to be performed solely between the hours of **7:00 A.M. to 6:00 P.M.**, Monday through Friday, legal and union holidays excluded. All labor costs encountered to meet this deadline are the sole responsibility of the Contractor and shall be included in the Bid Price. FIT reserves the right, at no financial liability associated with the same, to put the Project work on hold on as many as three (3) separate occasions during the course of the Project for any length of time and for any reason.
3. On Monday of each week during the construction period, the Contractor shall email to FIT's Facility Director (or such other individual as FIT may designate at its sole discretion) a written report outlining the work completed during the preceding week and the work planned for the upcoming week. Included will be any unforeseen or anticipated problems regarding implementation of the work, in addition to Change Order requests, submission data, etc. Daily reports **MUST** be submitted to the CM and or the Facilities Department Designee.
4. Job meetings will be held at the site on dates to be determined by Architect and FIT. These meetings shall be attended by an officer of the Contractor, the Project Manager, FIT's representative, and the Architect. The purpose of these meetings will be to review the status of the project, discuss any potential changes to the project scope, and resolve any problems relating to successful completion of the work.
5. Owner's meetings will be held weekly via zoom and in person when needed. The dates to be determined by the Architect and FIT. These meetings shall be attended by the Contractors Project Manager, FIT, and the Architect. The purpose of these meetings is to keep the Owners informed of the process and to discuss any issues relating to the successful completion of the work.

PAYMENT:

In accordance with, and in addition to, the payment requirements of the Contract Documents, the Contractor shall provide sufficient and appropriate documentation for all invoices to FIT including submittal of invoices for actual cost of materials, labor rates, and certified payrolls. Filing of such payrolls shall comply with the New York State Labor Law and is a condition precedent to payment. FIT reserves the right to request additional information and/or documentation at any time.

Contractor is required to submit Monthly Contractor's Compliance Form (as attached in Section XII. Affirmative Action Form) with each Payment Requisition.

Contractor is required to submit a Certificate of Monthly Payment/Lien Waiver signed by each Sub-contractor with each Payment Requisition.

Contractor is required to submit Waste Management Form with each Payment Requisition.

LABOR HARMONY:

- A. Contractor is advised that he/she must maintain labor harmony throughout the duration of the Contract. All labor disputes, slowdowns, strikes and/or sympathy actions will be the sole responsibility of the Contractor to resolve in order to maintain harmony.
- B. All costs, delays and scheduling impacts associated with any labor dispute that arises from such action or inaction will be borne by the Contractor.
- C. Contractor will also be responsible for all costs, damages and scheduling impacts which affect and disrupt any other workers on site as well as FIT employees.
- D. It will be the Contractor's responsibility to resolve all labor disputes immediately.

Contractor is further advised that FIT has a large union presence on the campus. All work performed by the Contractor must provide the required labor harmony to perform work without labor incident or dispute which can delay, obstruct or effect the work and project schedule, or interfere with FIT's ability to operate.

II. GENERAL NOTES

In accordance with, and in addition to, the requirements of the Contract Documents:

1. All work listed on the construction notes and shown or implied on all drawings shall be supplied and installed by the Contractor unless otherwise noted on drawings and/or in specifications.
2. Contractor to determine coordination of trades.
3. Contractor shall verify all dimensions and conditions shown on drawings and shall notify FIT Facilities Director and Architect of any discrepancies, omissions, and/or conflicts before proceeding with the work.
4. Contractor must comply with the rules and regulations of agencies having jurisdiction and shall conform to all construction and safety codes, statutes and ordinances. All fees, taxes, permits and applications to be obtained through governmental agencies shall be

the responsibility of the Contractor.

5. Contractor shall comply with the rules and regulations of the building as to hours of availability of loading docks and elevators for the purposes of delivery, waste removal and other needs related to the work. Coordination with FIT Facilities Department is required for the handling materials, movement in and out of building, equipment and debris to avoid conflict and interference with normal building operations.
6. All drawings and construction notes are complementary and what is called for by any will be binding as if called for by all.
7. Contractor shall maintain a current and complete set of construction documents on the construction site during all phases of construction.
8. Do not scale drawings; dimensions shown govern. Larger scale drawings shall govern over smaller scale.
9. Contractor shall maintain a current and complete set of shop drawings on the construction site
10. Contractor shall maintain a current and complete RFI (Request for Information) log on the construction site.
11. Contractor shall submit for approval, prior to commencing work, a list of all sub-contractors to FIT's Facilities Director, with the name, address and phone number of the principal contact of each sub-contractor. In addition, he will file with the owner the emergency numbers available for 24-hour contact.
12. All work shall be performed by skilled and qualified workmen in accordance with the best practices of the trades involved and in compliance with building regulations and/or governmental laws, statutes or ordinances.
13. All materials shall be new, unused and of professional quality, unless otherwise noted, installed as per manufacturer's recommendations and instructions.
14. For purposes of the Specifications and Drawings sections in the Contract, the use of the words "Supplied By" or "Provided" in connection with any item specified is intended to mean that such item shall be furnished, installed and connected where so required.
15. All approvals of submittals shall be for design intent only. Contractor shall be responsible for quantities, dimensions and compliance with Contract Documents and for information pertaining to fabrication processes or techniques of first class construction and for coordination with other trades.
16. All work shall be erected and installed plumb, level, square, true and in proper alignment.

17. Contractor shall be responsible for cutting, patching and restoration required for this work.
18. If, during the course of construction, Contractor believes materials that might contain asbestos may be disturbed during performance of the work, Contractor shall immediately notify FIT of the area(s) of concern, and stop work if that area would be disturbed by the continuing work.
19. All correspondence to FIT shall be directed to the attention of the FIT Facilities Director with a copy of the same forwarded to the Architect.
20. Contractor shall at all times keep the premises free of accumulation of waste materials and rubbish; premises to be broom swept clean daily. At the completion of the work, Contractor shall leave the job site free of construction debris and materials, and “broom clean” including thorough cleaning of toilets, bathrooms, electrical closets, stairwells, and all areas of work or staging, etc.
21. Contractor shall provide all necessary protection against dirt and damage within the premises, as well as public areas, and shall be responsible for keeping these areas clean and free of materials at all times.
22. Contractor shall verify location of existing utilities and coordinate with location shown on drawings.
23. During construction, security and fire exit doors must remain unobstructed at all times.
24. Contractor shall take every precaution to properly protect all existing construction to remain. Contractor shall be responsible for all damaged areas to be returned to original condition.
25. Contractor shall schedule construction, in such a manner so as not to disturb areas outside of the area under construction during normal operating hours. The Contractor shall coordinate with FIT Facilities Director minimum of 24 hours prior to any disruption of services to those areas not under construction even if such a disruption occurs during or after normal operating hours.
26. Contractor shall staff the project with a Project Manager with at least 5 years’ experience in this type of project scope, with similar complexity and schedule requirements.
27. The acceptance of shop drawings containing deviations not specifically brought to the attention of FIT, or containing errors or omissions of any sort, shall not relieve Contractor of the responsibility for executing the Work in accordance with the Contract Documents and Contract Terms and Condition.

III. DEMOLITION NOTES

In accordance with, and in addition to, the requirements of the Contract Documents. It shall be Contractor’s responsibility to perform the following:

1. Prior to commencement of selective removals and demolition work, inspect the areas in which the work will be performed.
2. Any asbestos contaminated material will be removed by FIT's certified asbestos abatement contractor prior to the work of this contract.
3. Provide temporary barricades and other forms of protection required to protect all FIT personnel, inclusive of its faculty, staff and students as well as the general public from injury due to selective removals and demolition work.
4. Remove and dispose of exposed bolts, supports, brackets, cleats, grounds, and other items, that are no longer required for the purpose for which they were originally installed.
5. Where existing work is required to be removed and replaced but found to be defective in any way, it shall be reported to the FIT Facilities Director and Architect before it is disturbed.
6. All existing work damaged or lost as a result of performing the required new work, shall be patched, repaired or replaced with new, and finished to match the existing work, or as the individual case requires at the Contractor's expense.
7. Perform cutting, drilling and removals in a manner which will prevent damage to construction which is to remain.
8. Promptly repair any and all damages to all property and finishes caused by the removals and demolition work; to FIT's satisfaction and at no extra cost to FIT.
9. Cut, patch, paint and finish existing walls, ceiling and/or floor disturbed to match existing.
10. Perform patching around items penetrating existing construction in a manner that will maintain the water and fire resistive capability of existing construction. Should either of these be compromised, it is the responsibility of the Contractor to repair prior to completion.
11. Remove debris, rubbish and other materials resulting from the removals and demolitions from the building immediately; transport and legally dispose of materials off-site. Disposal method shall be in accordance with city, state and federal statutes regulations, and ordinances.
12. Work of this section shall conform to all requirements of the New York City Building Code and all applicable regulations and guidelines of all governmental authorities having jurisdiction, including, but not limited to, Safety, Health and Anti-Pollution regulations.
13. Work is to conform to OSHA requirements.

IV. ADDITIONAL CONTRACTOR'S RESPONSIBILITIES

In accordance with, and in addition to, the requirements of the Contract Documents:

1. Contractor shall coordinate all work with FIT Facilities Department and Director.
2. Contractor to provide daily crew manpower log/count to FIT.
3. Contractor shall perform work in a neat workmanlike manner in accordance with accepted industry standards.
4. FIT Facilities Department shall notify Contractor before commencing work which floors are accessible by Contractor.
5. Contractor shall mask all signs, window frames, door frames, etc. when painting around them.
6. Contractor shall use Benjamin Moore, Regal Paint, or approved equal.
7. Employee Identification and Building Access: All Managers and their crew must wear at all times company identification. All Managers and their crew must sign in and out, upon entering and leaving the facility, at the FIT front security desk.
8. After Bid opening, FIT will evaluate and review submissions and notify the lowest Bidder, who is deemed most responsive and responsible. Within five (5) business days of such written notification, such Bidder shall submit the following information. Failure to comply with these requirements in whole or part shall constitute grounds for rejection of the Bid. FIT reserves the right to determine whether a Bidder has substantially met these requirements and to ask for additional information. Documentation of the following:
 - a. Health and safety training program and procedures for employees and on-site EHS Coordinator.
 - b. Copies of current licenses and certifications applicable to the Work, including but not limited to licenses issued by the Fire Department of New York, Department of Buildings of the City of New York, must be provided to FIT Facilities.
9. Contractor shall complete the attached Outline for Preparing Work-Specific Environment, Health and Safety Plan ("EHS Plan") which will be reviewed and approved by FIT's EHS Compliance Director prior to commencement of work. Contractor shall include the costs of completing the EHS Plan in the Bid price. Proof of the 10 Hour OSHA Outreach Training Program for Construction certificate will be required.
10. Contractor shall provide as described in the FIT Safety EHS Plan, legible

copies of SDS sheets and estimates of anticipated amounts of chemicals Contractor intends to store on site to the FIT's Director of EHS Compliance for review and approval at least ten (10) days before Contractor allows on-site storage.

11. Contractor shall ensure that legible copies of all SDS are available at the location of chemical storage and available for review at all times. Contractor shall take all necessary precautions necessary to prevent vapors, fumes, or dust from leaving the work area. This includes but is not limited to the construction of negatively ventilated containments as controls.
12. Contractor shall provide as described in the FIT Safety EHS Plan a written statement of the types of project waste disposed, including the amounts and the name of the waste disposal facility for each type of waste disposed. Contractor shall provide the statement with each Payment Application. Contractor shall provide a separate copy of the statement to FIT's Director of EHS Compliance.
13. Contractor may not store Hazardous Waste on site at any time. Contractor may not generate or accumulate Hazardous Waste on site without the written approval of FIT's Director of EHS Compliance. Contractor shall obtain FIT's Director of EHS Compliance approval at least ten (10) days before the Contractor generates or accumulates Hazardous Waste on site beginning with demolition work.
14. Off-site shipments of Universal or Hazardous Waste. The Contractor may not allow the off-site removal of Universal or Hazardous Waste without the written approval of the FIT Director of EHS Compliance. Contractor will ensure that the FIT Director of EHS Compliance alone signs any shipping papers for the off-site removal of Universal or Hazardous Waste.
15. Contractor's personnel must report daily to the FIT Security area in the Lobby of **Kaufman Hall** before entering FIT's site. All Contractor's personnel must obtain temporary FIT identification that shall be displayed at all times while on the FIT site. While on FIT property, all Contractor's personnel shall be subject to all FIT campus policies and procedures, including, but not limited to, prohibitions related to tobacco, drug, and alcohol use, and policies and procedures regarding appropriate and civil conduct. Contractor's personnel shall not fraternize with FIT students and employees beyond what is necessary to complete their work or any assigned Projects. FIT policies may be found at <https://www.fitnyc.edu/policies/>. FIT reserves the right, in its sole determination, to eject from the campus, any Contractor personnel violating such policies, in addition to any other rights and remedies.

V. **PERMITS**

Contractor shall be responsible for obtaining all required Permits and paying

all costs and fees associated therewith. New York City Department of Buildings (DOB) Work Permit will be required for this project. Contractor will also be required to perform the following functions as it relates to this project:

- A. Contractor shall submit to FIT and Engineer appropriate Workman's Compensation and New York State Disability insurance certificates for use in securing the required Work Permits to be posted at the site. The Contractor shall provide FIT's Facility Director with the appropriate insurance tracking numbers assigned to their firm by the NYC Department of Buildings.
- B. The Contractor shall submit to FIT and Engineer a copy of all Licenses as issued by the NYC Department of Buildings.
- C. Permits for the work shall be posted by the Contractor in a conspicuous location at the site at all times. No work shall begin until the necessary DOB work permits have been obtained by the Contractor.
- D. The Contractor shall be responsible for obtaining any other governmental permits and approvals required to undertake the work and shall pay any and all fees associated therewith.

VI. PROJECT MANAGER

- 1. The Contractor shall provide the services of an experienced Project Manager, who shall be in continual responsible charge of the work and shall have a valid Certificate of Fitness by the New York City Department of Buildings.
- 2. The Project Manager shall be on site at all times, shall speak fluent English, shall maintain on the site a complete set of these specifications (including any addenda and/or change orders, as well as all project drawings and all applicable manufacturers' instruction sheets), and shall have full authorization to make all field changes as directed by FIT's Facility Director and Architect.
- 3. The Project Manager shall be required to maintain a daily log at the site indicating the following:
 - the date
 - the number of workers at the site on said date
 - the specific portions and locations of the Work completed on said date
- 4. The Project Manager (or another authorized representative of the Contractor) shall telephone FIT's Facility Director at least once daily throughout the construction period, to report on the day's activities and the

work planned for the following day.

5. The name of the Project Manager shall be submitted to FIT's Facility Director prior to initiation of the project. This Manager shall remain in charge of the project for its entire length, at FIT's discretion, unless said Manager no longer remains in the employ of the Contractor. In such case, a capable and experienced replacement shall be immediately assigned subject to approval by FIT's Facilities Director.
6. No telephone service is available at the site for use by the Contractor; therefore, the Contractor shall equip the Project Manager with a cellular telephone at the site for the duration of the Project. The Contractor shall provide FIT and Architect with the appropriate contact numbers at the initiation of the Project.

VII. SUBMISSIONS AND SUBSTITUTIONS

1. All submissions called for in the Contract Documents shall be submitted at least twenty (20) working days prior to proposed initiation of any related work.
2. FIT and FIT's Architect and Engineer will review and accept or take other appropriate action regarding Contractor submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. FIT's review of all shop drawings submitted by the Contractor shall be for concept only and does not remove the Contractor's responsibility for insuring that all specific details of the installation shall be performed in such a way so as to achieve satisfactory results. Acceptance by FIT, the Architect & Engineer of Contractor submittals does not relieve the Contractor from responsibility for errors which may exist in the submitted data.
3. Where the phrase "or approved equal" or "equal as approved by FIT" occurs in the Contract Documents, the Contractor may not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically approved by FIT and the Architect.
4. Any proposed substitute products or procedures are to be submitted to FIT's assigned Architect/Engineer for prior approval with any proposed price adjustments to the contract within 14 days of the signing of the agreement between FIT and the Contractor, so that FIT, the Architect and Engineer are permitted adequate time for review.

VIII. PROGRESS PAYMENTS

1. All submissions called for in the Contract Documents shall be submitted at least twenty (20) working days prior to proposed initiation of any related work.

2. Progress payments will be made to the Contractor based solely on actual work completed. Furthermore, payment will not be made for the purchase of materials, nor for their transfer onto the site, nor for any costs associated with mobilization.
3. Payment requests shall be submitted to FIT's Facilities Director on AIA Documents G702 and G703.
4. Payments will be authorized based upon FIT's field visits and review of work. All FIT's decisions regarding progress payments shall be final.
5. The values quoted on the bid form shall constitute the Schedule of Values for AIA Document G703. Additional breakdown of the bid form shall be provided on the Schedule of Values and will be used for progress payments.
6. No progress payments will be processed without submission by the Contractor of properly executed Affidavit of Payment and Release of Liens (AIA Documents G706 and G706A or equivalent forms as may be requested by FIT), up-to-date weekly written reports and timeline in bar chart form, and all submittals, certificates, permits, etc. required pursuant to the terms of the contract.
7. A 10% retainage shall be deducted from all progress payments made by FIT.
8. Payment requests shall be submitted to FIT not more than once per month.
9. Contractor shall provide sufficient and appropriate documentation for all invoices to FIT including submittal of invoices for actual cost of materials, labor rates and certified payrolls. Filing of such payrolls shall comply with the Labor Law and is a condition precedent to payment. FIT reserves the right to request additional information at any time. Contractor required to submit Monthly Contractor's Compliance Form with each Payment Requisition.
10. Contractor required to submit a Certificate of Monthly Payment signed by each Sub- contractor with each Payment Requisition.
11. Contractor shall be required to submit a detailed Trade Payment Breakdown.

IX. SITE VISITS BY ARCHITECT/ENGINEER

1. Failure by Architect/Engineer to detect and/or notify the Contractor of any aspect of the Contractor's actions or materials that are not in conformance with the Contract Documents shall not remove the Contractor's responsibility to adhere to the Contract Documents in all instances, including but not limited to the Contractor's responsibility to expeditiously correct and/or replace all defective work.

2. Architect/Engineer will be the final judge as to whether the work is satisfactorily performed and shall have the authority to order that any work deemed unacceptable or not in conformance with the Contract Documents be redone by the Contractor at no cost to FIT.
3. Architect/Engineer shall have no responsibility for the presence, discovery, identification, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site.

X. CHANGE ORDERS

1. FIT may order changes in the work of any quantity and without invalidating the Agreement so long as the Contract Sum and/or Contract Time of Completion are adjusted accordingly. All such changes in the work shall be authorized by written Change Order. All Change Orders shall be reviewed by Architect and Engineer and authorized by a representative of FIT.
2. No work shall be performed by the Contractor unless it is specifically included in the Contract Scope of Work or authorized in advance by a bulletin issued by the Architect which will serve as the backup paperwork for a change order. The contractor needs to submit a Change Order. All work to proceed prior to approval of change orders. Change Orders will be negotiated fairly in separate meetings. All written Change Orders are to be signed by all parties.
3. Any sums to be paid to Contractor as a result of any Change Order or any sums to be credited to FIT as a result of any Change Order shall be computed by one of the following methods:
 - (1) As agreed upon between the parties to the contract in writing prior to commencement of the work required by the Change Order, or;
 - (2) By Unit Prices detailed in the Contract Documents or subsequently agreed upon.

XI. GUARANTEES

1. All work on this project shall be guaranteed by the Contractor for a period of not less than five (5) years, or longer where covered by manufacturer warranty. Warranty to start on the day of the final signoff by FIT.
2. If within the guarantee period any of the work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly at his own expense after receipt of written notice from FIT.

XII. FINAL PAYMENT

1. Final payment (retainage) shall be released to the Contractor thirty (30) days after the project has been signed off by FIT and Architect/Engineer and the Contractor has satisfied all requirements of the Contract Documents.
2. In addition to any other requirements of the Contract Documents final payment shall not become due until the Contractor has delivered to FIT and Architect a fully executed 1-year guarantee for all work performed under this project, as well as a complete release of all liens arising out of this Contract, or receipts in full covering all labor, materials, equipment, applicable finance charges, and fines for which a lien could be filed. If such lien remains unsatisfied after payments are made, the Contractor shall refund to FIT all money that FIT may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
3. A Performance Bond and a Labor & Material Payment Bond, a copy of the "Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)" and "Consent of Surety to Final Payment (AIA Document G707)" shall be submitted by the Contractor prior to the release of final payment.
4. One (1) set each of record drawings (measuring 24 inches by 36 inches) indicating the "As- Built" manner of installation of all work, shall be submitted to FIT and Engineer prior to the release of final payment.
5. Once the project has reached substantial completion, FIT and Architect will prepare a "Certificate of Substantial Completion". This certificate must be signed by all parties (Engineer, FIT and Contractor), to acknowledge the date the project has reached substantial completion, and confirm agreement on a final punch-list of work to be performed. The Contractor shall be responsible for completing all punch-list items prior to release of final payment.

XIII. SUPPLEMENTAL CONDITIONS

Project Schedule. Contractor shall complete all work as specified within the time period specified in the Contract Documents, inclusive of rain days, but excluding any shutdowns authorized by FIT.

XIV. PREVENTIVE MAINTENANCE SCHEDULE

Prior to final payment, the contractor shall provide a recommended maintenance schedule from the manufacturer for quarterly, semi-annual and yearly requirements, including part numbers where applicable, upon completion of the job.

BID ANALYSIS FORM FOLLOWS

ATTACHMENT C – BID ANALYSIS FORM

**F.I.T. STUDENT HOUSING CORP
KAUFMAN HALL ACCESS CONTROL
ALLEGION/SCHLAGE HARDWARE & INSTALLATION
INVITATION FOR BID NUMBER C1556
NYS PREVAILING WAGE SCHEDULE PRC # 2022010668**

BID BREAKDOWN

ITEM #	DESCRIPTION OF COMMODITIES AND/OR SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Schlage LE series with deadbolt LEBMD-GRW-L-06-626-A-RH-10-072-1 3/4" Cylinder housing Corbin Corbin 1070-112-A06-6 626 6PIN IC MORTISE CYLINDER, LFIC HOUSING, 1-1/2 IN., SCHLAGE CLOVERLEAF CAM, INTERCHANGEABLE CORE Cover plates Pro Lok EWP-IN50-FP-S-GREENWICH	501	EA	\$	\$
2	Lock LEBMS-GRW-L-06-626-A-RH-10-072-1 3/4" Cylinder housing Corbin Corbin 1070-112-A06-6 626 6PIN IC MORTISE CYLINDER, LFIC HOUSING, 1-1/2 IN., SCHLAGE CLOVERLEAF CAM, INTERCHANGEABLE CORE Cover plates Pro Lok EWP-IN50-FP-S-GREENWICH	24	EA	\$	\$
3	Schlage Engage Gateway	95	EA	\$	\$
4	Labor & Material to install cabling & wiring hubs – Phase I			\$	\$
5	Labor & Material to repair and repaint damaged walls			\$	\$
6	Labor to install all items listed above – Phase II			\$	\$
7	General Conditions			\$	\$
8	General Requirements			\$	\$

TOTAL \$ _____

*******FIT needs the Allegion Solution, as it integrates with our current AMAG management system, so we require the above brand specific items, NO substitutions.**

TOTAL BID PRICE (1-8) \$ _____

As stated in Section IV of the front end documents: Subcontracting shall be permitted **not to exceed 20%** of the work of the project. Please provide the ratio of the contractors and subcontractors work that will be used on this project.

Contractor _____%, Subcontractor(s) _____%

For Bidding Purposes: the following sections pricing should cover the following items:

General Requirements: permits & licenses; project meetings; administrative overhead for submissions and shop drawings; progress photos; temporary facilities & controls; storage & protection of materials; project closeout; and project record documents.

General Conditions: supervision of work; all testing; coordination drawings; safety programs; insurance and performance & payment bonds.

The undersigned, having carefully examined all Contract Documents, including Notice to Bidders, Bid Terms and Conditions, Contract Terms and Conditions, General Requirements, General Conditions, Labor & Material Payment Bond, Performance Bond, Form of Bid, Non-Collusive Bidding Certification, Substitution Form Request, Contract, Affirmative Action Form, Change Order, Form, Contractor's Trade Payment Breakdown, Safety EHS Plan, Prevailing Wage Schedule, Specifications, and Drawings and having examined the existing conditions by on-site visit(s), hereby submits this Bid Analysis, covering all labor, materials, equipment, tools, machinery, licensing, insurance, taxes, and fees required to perform the specified work at the above-referenced site, in accordance with the Contract Documents. **No exclusions & no exceptions.**

Company Name and Address of Bidder:

Signature of Bidder _____ Date _____

Printed Name and Title of Representative: _____

Email Address: _____

EIN#: _____

IMPORTANT:

This bid analysis form is the **only** pricing format acceptable. Bidders **must** submit pricing using this form. **FIT will not accept bid responses on any other form.**

NOTE:

FIT will not sign any bidder generated contract, agreement or scope of work. FIT Bid and Terms and Conditions apply. Bidder requirement for FIT to sign any document will be grounds for rejection. Bidder inclusion of any conditions, clarifications, exceptions or changes which are not in compliance with FIT Bid and Terms and Conditions will be grounds for rejection.

SECTION IV.
GENERAL REQUIREMENTS

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01010 -- SUMMARY OF THE WORK

.01 - Work Under The Contract

The Work shall be as described in the Contract Documents.

.02 - Work by Others

Should any other contractor be engaged by the Owner to perform work on the Site or in areas adjoining or adjacent to the Site, the Contractor and such other contractor shall coordinate the work of the Contractor and such other contractor.

.03 - Items Not Included

The following items shown on the drawings are not included in the Work:

- A. Items indicated "By Others".
- B. Items indicated "N.I.C." (Not in Contract)
- C. Existing construction not indicated or specified to be removed, replaced or altered.

.04 - Openings and Chases

- A. The Contractor shall build openings, including but not limited to channels, chases and flues as required to complete the Work as set forth in the Contract and as directed by the Owner before any work is installed.
- B. After the installation and completion of any work for which openings, including but not limited to, channels, chases and flues, have been provided for the Contractor, the Contractor shall build in, over, around and finish all such openings as required to complete the Work.
- C. If a contractor fails to furnish drawings and information required in connection with such openings before the General Construction Contractor performs any Work affected thereby, said contractor who so fails to furnish such drawings and information shall bear the cost of all cutting and refinishing including that part of the General Construction Contractor's Work affected.
- D. The Contractor shall Furnish and Install all sleeves, inserts, hangers and supports required for the execution of the Work.
- E. Specific instructions shall be obtained from the Owner or the Owner's Representative before cutting beams or other structural members, arches or lintels.
- F. The Contractor shall not endanger the Work and shall not cut or alter the Work unless prior approval and instructions are received from the Owner or the Owner's Representative.

.05 - Surveys and Layout

- A. If, for any reason, stakes, batter boards or monuments are disturbed, it shall be the responsibility of the Contractor to reestablish them.
- B. The Owner or the Owner's Representative may order construction work suspended at any time when location of monuments, stakes, bench marks and other layout markings established by the Contractor are not adequate to permit checking the Work.
- C. The Contractor shall Provide and shall maintain axis lines on each floor and shall establish and shall maintain grade marks 4' 0" above the finished floor on each floor level.
- D. The Contractor shall Furnish such stakes and other required equipment, tools and materials, and all labor as may be required in laying out any part of the Work.

.06 - Scheduling

- A. The Contractor shall deliver to the Owner schedules and forms in accordance with the Contract.
- B. The Owner or the Owner's Representative may require the Contractor to modify schedules which the Contractor has submitted either before or after such schedules are approved so that:
 - 1. The Work shall not be delayed.
 - 2. Changes in the Work are reflected in the schedules of the Contractor.

.07 - Contractor Use of Premises

While performing the Work, the Contractor shall take every precaution against injuries to persons and damage to property.

01080 -- PERMITS AND COMPLIANCE

.01 - Permits and Licenses

The Contractor shall obtain, maintain and pay for all permits and licenses necessary for the execution of the Work and for the use of such Work when completed.

Prior to final payment the Contractor shall deliver to the Owner's Representative all permits and certificates of approval issued by any agency having jurisdiction.

.02 - Compliance

The Contractor shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work.

.03 - Additional Compliance

The Contractor, Subcontractors, and the employees of the Contractor and Subcontractors, shall comply with all regulations governing conduct, access to the premises, operation of equipment and systems and conduct while in or near the premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business of the Institution.

.04 - Royalties and Patents

It is the sole responsibility of the Contractor to determine what, if any, patents are applicable to the Project. The Contractor shall pay all royalties and/or license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the Owner, Architect, Engineer, Environmental Consultant and Construction Manager harmless from loss, including attorney's fees, on account thereof.

01200 -- PROJECT MEETINGS

.01 - Project meetings shall be held to accomplish the following:

- A. Coordinate the Work.
- B. Establish a sound working procedure and relationship between all contractors, the Owner and the Owner's Representative.
- C. Review requisitions, proposals and change orders.
- D. Review the progress of the Work, review quality of work in place and review approval required by the Work and review delivery of materials.
- E. Expedite the Work to completion within the scheduled time limit.
- F. Review progress payments.

.02 - Initial Job Meeting (Orientation Meeting)

The Owner or the Owner's Representative shall call an initial job meeting which the Contractor shall attend. This meeting shall be called prior to the start of construction.

.03 - Job Progress Meetings

- A. Job progress meetings shall be scheduled by the Owner or the Owner's Representative during the course of construction. The Contractor or the Contractor's duly authorized representative and such Subcontractors as required by the Contractor or the Owner or the Owner's Representative shall be present at all job progress meetings. The Contractors and Subcontractors shall answer questions on progress, workmanship, approvals required, delivery of material and other subjects concerning the Work. The purpose of such meetings is to coordinate the efforts of all

concerned so that the Work proceeds without delay to completion as required by the Contract.

- B. The Owner or the Owner's Representative may require any schedule to be modified so that changes in the Work, delays or acceleration of any segment of the Work shall be reflected in such schedule. The Contractor shall cooperate with the Owner or the Owner's Representative in providing data for such changes in or modifications of schedules.

01300 -- SUBMITTALS

.01 - Schedules & Records

- A. Within the time set forth in the Contract, the Contractor is required to complete and submit to the Owner or the Owner's Representative the following forms:
 - 1. Submit construction progress schedule to the Owner or the Owner's Representative no later than thirty (30) calendar days after receipt by the Contractor of notice to proceed.
 - 2. Submit names and addresses of all Subcontractors to the Owner or the Owner's Representative within thirty (30) calendar days of approval of the construction progress schedule.
 - 3. Submit to the Owner or the Owner's Representative the date on which the Contractor proposes to award each subcontract a minimum of ten (10) days prior to such proposed award.
 - 4. Submit Shop Drawings and material sample schedule to the Owner or the Owner's Representative no later than thirty (30) days after approval of the construction progress schedule. Such schedule shall include the date of all Shop Drawings, samples and materials shall be submitted and the date approval is required.
 - 5. Submit to the Owner or the Owner's Representative on a form approved by the Owner, a schedule of anticipated monthly requisition amounts. Such schedule shall be submitted from time to time as directed by the Owner, the first such submission being required to be made by the Contractor within ten (10) days of receipt by the Contractor of a written order to proceed issued by the Owner. The amounts employed in preparing such schedules in no way shall be binding upon the Owner.
- B. Sample forms shall be provided by the Owner or the Owner's Representative for the above mentioned schedules and records.

01311 – PROJECT ANALYSIS

.01 - Project Control and Progress Meetings

- A. The Contractor shall attend all scheduling meetings as directed by the Owner or the Owner's Representative.
- B. In addition to the Owner or the Owner's Representative and the Contractor's Superintendent and Scheduling Coordinator, such meetings shall also be attended by representatives of such subcontractors as the Contractor, the Owner or the Owner's Representative may deem advisable. The agenda for such meetings shall include the progress and current status of the Work, proposed solutions for problem areas and a review of schedules for future Work in order to meet the Contractor's objectives and his obligations under the Contract. Consideration shall be given to establishing actual start dates, actual completion dates, planned starts and finishes, quantities installed, man hours worked, as well as other data relevant to the performance of the Contract.
- C. At least one week before each meeting described in subsection .01A of this Division 01311, the Contractor shall furnish progress data in the form required by the Owner or the Owner's Representative as follows:
 - 1. The status of all activities as of date determined by the Owner or the Owner's Representative.
 - 2. A list of actual start and completion dates for all activities.
 - 3. Projected durations of completion of those activities in progress.
 - 4. Relevant data of submittals in progress including equipment releases and equipment in fabrication.
 - 5. All other information which in the discretion of the Owner or its Representative, may be required to complete the Project Schedule Update.

.02 – Payment

The Contractor's Payment Breakdown and Monthly Requisition as called for by Section 17.01 of the General Conditions of the Contract shall be the basis by which the Contractor is to be paid.

.03 - Time of Completion

It is the sole responsibility of the Contractor to complete the Work within the time of completion required by the Contract.

01340 -- SHOP DRAWINGS AND SAMPLES

.01 - Contractor Submittal

- A. The Contractor shall submit the Shop Drawings and samples required by the Architect and the Contractor shall adhere to all submittal and scheduling requirements for Shop Drawings and samples. After examination of such Shop Drawings and samples by the Architect and the return of such items by the Architect to the Contractor, the Contractor shall make corrections indicated and shall furnish to the Architect the required number of corrected copies of Shop Drawings or samples.
- B. Shop Drawings shall be accompanied by a letter of transmittal to the Owner or the Owner's Representative requesting approval and date approval is desired.
- C. Each Shop Drawings and letter of transmittal shall be identified with the following information:
 - 1. Project title
 - 2. Contract name
 - 3. Date of the drawing, including dates of any revisions
 - 4. Name of Contractor, name of Subcontractor, material supplier and manufacturer, as applicable
 - 5. Name of person or firm preparing Shop Drawings
 - 6. Contract drawing numbers and specifications, section division and paragraph numbers used as references in preparing Shop Drawings, and titles of items to which the Shop Drawing refers.
- D. Shop Drawings shall show the design, dimensions, connections and other details necessary to insure that the Shop Drawings accurately interpret the Contract Documents and shall also show adjoining Work in such Detail as required to provide proper connections with said adjoining Work. Where adjoining connected Work requires Shop Drawings, such Shop Drawings shall be submitted to the Owner or the Owner's Representative for approval at the same time so that connections can be checked.
- E. The Contractor shall verify all field measurements. Measurements available prior to submittal of Shop Drawings shall be shown and so noted on the Shop Drawings. Measurements not available prior to submission of Shop Drawings shall be noted on the Shop Drawings as not available and such measurements shall be obtained prior to fabrication.

- F. The Contractor shall submit manufacturer's drawings and specifications when necessary to fully explain apparatus or equipment required by the Work. These manufacturer's drawings and specifications shall be treated as Shop Drawings. Manufacturer's catalog numbers alone are not acceptable as sufficient information for compliance with this requirement.
- G. Samples shall be accompanied by a letter of transmittal to the Owner or the Owner's Representative requesting approval, and date approval is desired.
- H. Each sample shall be labeled with the following information:
 - 1. Project title
 - 2. Contract name
 - 3. Date of submission
 - 4. Name and quality of the material
 - 5. Name of Contractor, name of Subcontractor, material supplier and manufacturer, as applicable
 - 6. Contract drawing numbers and specification section, division and paragraph numbers used as reference in preparing samples.
- I. Samples shall be of sufficient size and number to show the quality, type, color, finish and texture of the material required to be furnished by the Contractor pursuant to the Contract.

.02 - Contractor Review

The Contractor shall review, verify and determine all field measurements, field construction criteria, materials, catalog numbers and similar data, shall coordinate each Shop Drawing and sample with the requirements of the Contract and shall determine whether or not such Shop Drawings are in conformity with the provisions of the Contract before submitting the Shop Drawings to the Architect for approval.

.03 - Contractor Responsibility

The Architect's approval of Shop Drawings and samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract. The Contractor shall be responsible for the accuracy of the Shop Drawings and samples and for the conformity of Shop Drawings and samples with the Contract unless the Contractor has notified the Architect of the deviation in writing at the time of submission and has received from the Architect written approval of the specified deviations. The Architect's approval shall not relieve the Contractor of responsibility for errors or omissions in the Shop Drawings or samples.

.04 - Commencement of Work

No portion of the Work shall be commenced until required Shop Drawings or samples are approved by the Architect.

01380 -- PROGRESS PHOTOGRAPHS

.01 - Contractor Submission

- A. The Contractor shall furnish to the Owner, progress photographs of the Work as follows: three (3) 8" x 10" glossy prints of each of the following views:
1. Two (2) different views of the area in which the building or buildings are to be located, taken before excavation starts.
 2. Two (2) different views for each building when footings are in place and forms completed.
 3. Four (4) different views for each building when foundations are completed.
 4. Four (4) different views for each building when exterior wall is fifty per cent (50%) completed.
 5. Four (4) different views for each building when the structure is ready for roofing.
 6. Four (4) different exterior views in color for each building at completion.
 7. Six (6) interior views in color for each building as directed upon completion.
- B. A title identifying the view shown by each photograph and date taken shall appear on the back of each print.

01500 -- TEMPORARY FACILITIES AND CONTROLS

.01 - Requirements

The Contractor shall Provide the temporary facilities and controls as hereinafter specified and as required by law.

.02 - Temporary Lighting and Electric Service

The Contractor shall Provide and maintain all temporary lighting and power required in connection with the Contractor's operations from the commencement of the Work until the completion of each structure or for such other time as

directed by the Owner or the Owner's Representative. When the use of such temporary lighting and power is no longer required, all temporary wiring and equipment shall be completely removed by the Contractor. The Contractor shall make the necessary application to the lighting company and pay for all charges, costs and expenses incidental to the installation and maintenance of temporary lighting and power as required in connection with the Contractor's operations, and the Contractor shall pay for all power used. The minimum temporary lighting to be provided is at the rate of one-quarter watt per square foot and is to be maintained in each room and changed as required when interior walls are being erected. The required temporary lighting must be maintained for twenty-four (24) hours a day and seven (7) days a week at all stair levels and in all corridors below ground; in all other spaces temporary lighting is to be maintained only during working hours. All temporary wiring and equipment shall be in conformity with the National Electric Code. Three-phase temporary power circuits shall be installed as required to operate construction equipment of the various trades and to install and test equipment such as pumps and elevators. The Contractor shall install and maintain temporary or permanent service for the permanently installed building equipment such as sump pumps, boilers, boiler controls, fans, pumps, so that such equipment may be operated when required and so ordered by the Owner or the Owner's Representative for drainage or for temporary heat.

.03 - Material Hoists

A. General

1. Material hoists shall be operated by diesel, gasoline or steam engines and shall be complete with all equipment necessary for operation. Such hoists shall run from grade to roof, shall be installed immediately following the structural framing, centering or form work, and centering or form work unless otherwise approved by the Owner or the Owner's Representative. Electrically operated hoists shall not be used except as otherwise allowed by the Contract.
2. Material hoists shall meet any and all requirements of law, rule or regulation.
3. Hoist cars shall be of required size and design for the hoisting of all normal size building materials.

B. The Contractor shall:

1. Furnish, install, maintain and operate at the Contractor's expense, all hoisting equipment required for the Work.
2. Furnish all labor required for the Work.

.04 - Temporary Use of Permanent Elevator as Equipment Material Hoist

- A. The Contractor shall:
 - 1. Use the temporary hoists until a building is completed, or until the Contractor may, with the Owner's permission, use the equipment of one (1) elevator in a building for temporary service after the permanent elevator equipment and the permanent electric service have been installed.
 - 2. If the Contractor elects to use such permanent elevator equipment, the Contractor shall:
 - a. Provide adequate protection for such equipment and shall operate such equipment within a capacity not to exceed that allowed by law, rule or regulation.
 - b. Provide for the maintenance of the elevator equipment as approved by the Owner or the Owner's Representative.
 - c. Leave such equipment in perfect condition.
- B. The permanent elevator equipment shall be ready for use when required by the Work and shall permit any use approved by the Owner or the Owner's Representative.

.05- Temporary Enclosures

The Contractor shall:

- A. Provide, install and maintain any temporary weather resistant enclosures for all openings in exterior walls and roof that are not enclosed.
- B. After building is enclosed, maintain proper temperatures required by the Contract.

.06 - Temporary Fence Enclosures

The Contractor shall Provide, Install and maintain any temporary fence enclosures required by the Contract.

.07 - Maintenance of Permanent Roadways

The Contractor shall immediately remove dirt and debris which may collect on permanent roadways due to the Work.

.08 – Traffic Control

- A. Routes to and from the location of the Work shall be as indicated in the Contract or as directed by the Owner or the Owner's Representative.
- B. Parking areas for the use of those engaged in the Work shall be as indicated in the Contract or as directed by the Owner or the Owner's Representative.

.09 - Fire Prevention Control

The Contractor Shall:

- A. Provide private unlisted telephone service reserved for fire calls at a location or locations approved by the Owner or the Owner's Representative. Such service shall be in addition to any other telephone service. The Contractor shall pay all costs thereof until completion and acceptance of the Work or as otherwise directed by the Owner or the Owner's Representative.
- B. Comply with the safety provisions of the National Fire Protection Association's "National Fire Codes" pertaining to the Work and, particularly, in connection with any cutting or welding performed as part of the Work.

.10 - Pollution Control

The Contractor shall:

- A. Comply with all laws, rules and regulations governing pollution control, including but not limited to those of the Department of Environmental Conservation of the State of New York.
- B. Take all necessary precautions including, but not limited to digging and maintaining settling basins and dams; diverting streams, and taking all other actions that may be necessary to prevent silt, and waste of any kind from being deposited, silting and reduction of quality of streams below the construction area and downstream properties as a result of the Work.
- C. Refrain from the disposal of volatile fluid wastes into storm or sanitary sewer systems, approved sewage disposal systems or any waterway.
- D. Refrain from burning trash or waste materials.

.11 - Temporary Field Office

- A. The Contractor may Provide a temporary office structure, for the Contractor's use during the course of the Work.
 - 1. The Contractor must receive prior written approval from the Owner or the Owner's Representative for such temporary office structure in relation to location, type of structure, and included facilities.
 - 2. All toilet and sink facilities in any such office structure shall be connected to an approved sewage disposal system.
 - 3. The Contractor shall remove the temporary office structure from the Site and shall repair the Site and finish the area as directed by the Owner or the Owner's Representative.

- B. The Contractor shall:
 - 1. Provide a temporary office structure completely separate from any other office structures at a location approved by the Owner or the Owner's Representative until the Work is completed and is accepted.
 - 2. Provide such office structure for the exclusive use of the Owner.
 - 3. Bear all costs in relation to the furnishing, construction and removal of such office structure.
 - 4. Repair and refinish the area as directed by the Owner or the Owner's Representative.
 - 5. Construct such office structure and furnish such office structure as required by the Contract.
 - 6. Maintain such office structure in a sanitary condition and in proper repair, properly heat the structure, furnish the fuel and furnish all utilities and pay all utility charges.
 - 7. Install a telephone for the sole use of the Owner or the Owner's Representative and pay all service and local toll charges incurred as a result of the use of such telephone service.

- C. **With** the prior written approval of the Owner or the Owner's Representative any other Contractor may erect a substantial office structure at the Site for the use of such Contractor in relation to the Work.
 - 1. All toilet and sink facilities in any such office structure shall be connected to an approved sewage disposal system.

2. Such Contractor shall remove the temporary office structure from the Site and shall repair the Site and finish the area as directed by the Owner or the Owner's Representative.
- D. When adequate space is available in a building, the Contractor may transfer such office to available space with the prior written permission of the Owner or the Owner's Representative.
- E. Trailers providing comparable facilities may be accepted at the discretion of the Owner or the Owner's Representative.

.12 - Rubbish Removal

- A. The Contractor shall:
 1. Keep the Work free from rubbish at all times.
 2. Clean all enclosed structures daily.
 3. Remove rubbish from the Site at least once a week.
- B. The Contractor shall conform with the following:
 1. Burning of rubbish shall not be permitted.
 2. All rubbish shall be lowered by way of chutes, taken down by hoists, or lowered in receptacles. Under no circumstances shall any rubbish be dropped or thrown from one (1) level to another inside or outside any building.

.13 - Discontinuance, Changes and Removal

The Contractor shall:

- A. Discontinue all temporary services required by the Contract when so directed by the Owner or the Owner's Representative. The discontinuance of any such temporary service prior to the completion of the Work shall not render the Owner liable for any additional cost entailed thereby.
- B. Remove and relocate such temporary facilities as directed by the Owner or the Owner's Representative without additional cost to the Owner, and shall restore the Site and the work to a condition satisfactory to the Owner.

.14 - Project Identification

- A. No signs or advertisements shall be displayed on the site except as required by the Contract.

- B. The Contractor shall Furnish, erect and maintain the Site, the exact location thereof to be designated by the Owner or the Owner's Representative, a construction sign, in the form provided by the Contract.

.15 - Moisture and Condensation Control

The Contractor shall provide for ventilation of all structures until Physical Completion and acceptance of the Work and shall control such ventilation to avoid excessive rates of drying of construction materials, including but not limited to concrete and to plaster, and to prevent condensation on sensitive surfaces.

.16 - Protective Services

The Contractor shall provide security services required by the Contract.

01600 -- MATERIAL AND EQUIPMENT

.01 - Storage and Protection

- A. Materials stored on the Site shall be neatly piled and protected, and shall be stored in an orderly fashion in locations that shall not interfere with the progress of the Work or with the daily functioning of the Institution.
- B. Should it become necessary during the course of the Work to move materials or equipment stored on the Site, the Contractor, at the direction of the Owner or the Owner's Representative, shall move such material or equipment.

01700 -- PROJECT CLOSE OUT

.01 - Final Cleanup

- A. The Contractor shall leave the Work ready for use and occupancy without the need of further cleaning of any kind.
- B. The Contractor shall remove all tools, appliances, projects signs, material and equipment from the premises as soon as possible upon completion of the Work.
- C. The Work is to be turned over to the Owner in new condition, in proper repair and in perfect adjustment.

.02 - Required Close Out Documentation

- A. Prior to final payment the Owner shall receive the following documents as required by the Contract:

1. The Contractor's general guarantee.
 2. Specific guarantees, material, equipment and other items of work.
 3. All certificates obtained in connection with the Work.
 4. All final photographs of the Work.
- B. The Owner shall also receive from the Contractor prior to final payment:
1. A complete listing of all Subcontractors, business addresses and items supplied by each such Subcontractor.
 2. A listing of manufacturer's of major materials, equipment and systems installed in the Work.
 3. A copy of all test data taken in connection with the Work.
 4. Three (3) copies of all operation and maintenance manuals.
 5. All keys, tools, screens, spare construction material, finishing material and equipment required to be furnish to the Owner as part of the Work.

.03 - Orientation Instruction

Prior to final payment appropriate maintenance personnel of the Owner shall be oriented and instructed by the Contractor in the operation of all systems and equipment as required by the Contract.

.04 - Project Close Out Inspections

- A. When the Work has reached such a point of completion that the building or buildings, equipment or apparatus or any part thereof required by the Owner for occupancy or use can be so occupied and used for the purpose intended, the Owner or the Owner's Representative shall make a detailed inspection of the Work to insure that all requirements of the Contract have been met and that the Work is complete and is acceptable.
- B. A copy of the report of the inspection shall be furnished to the Contractor as the inspection progresses so that the Contractor may proceed without delay with any part of the Work found to be incomplete or defective.
- C. When the items appearing on the report of inspection have been completed or corrected, the Contractor shall so advise the Owner and the Owner's Representative. After receipt of the notification, the Owner or the Owner's Representative shall inform the Contractor of the date and time of final inspection. A copy of the report of the final inspection containing all

remaining contract exceptions, omissions and incompletions shall be furnished to the Contractor.

- D. After receipt of notification of completion and all remaining contract exceptions, omissions and incompletions from the Contractor, the Owner and the Owner's Representative shall make an inspection to verify completion of the exception items appearing on the report of final inspection.

01720 -- PROJECT RECORD DOCUMENTS

.01 - Project Record Drawings

- A. The purpose of the project drawings is to record the actual location of the Work in place including but not limited to underground lines, concealed piping within buildings, concealed valves and control equipment, and to record changes in the Work.
- B. In addition to the sets of contract drawings that are required by the Contractor on the Site to perform the Work, the Contractor shall maintain, at the Site, one (1) copy of all drawings, specifications and addenda that are part of the Contract as awarded. Each of these documents should be clearly marked "Project Record Copy", maintained in a clean and neat condition available at all times for inspection by the Owner or the Owner's Representative, and shall not be used for any other purpose during the progress of the Work.
- C. Project Record Requirements
 - 1. The Contractor shall mark-up the "Project Record Copy" to show:
 - (a) Approved changes in the Work.
 - (b) Location of underground Work and concealed Work.
 - (c) Details not shown in the original Contract Documents.
 - (d) Any relocation of Work.
 - (e) All changed in dimensions.
 - (f) All access doors.
 - (g) Location of all plumbing, heating, ventilating, air conditioning or electrical assemblies.
 - 2. Such information shall include, but shall not be limited to:

- (a) Footing depth in relation to finished grade elevations.
 - (b) Any change in floor elevations.
 - (c) Any structural changes.
 - (d) Any substitutions.
 - (e) Elevations and locations of all underground utilities, services, or structures referenced to permanent above-ground structures or monuments.
 - (f) Designation of all utilities as to the size and use of such utilities.
 - (g) All invert elevations of manholes.
 - (h) The location of all utilities, services and appurtenances concealed in building structures that have been installed different from that required by the Contract.
 - (i) Any approved change order.
- D. The Contractor shall keep the Project Record Documents up-to-date from day to day as the Work progresses. Appropriate documents are to be updated promptly and accurately; no Work is to be permanently concealed until all required information has been recorded.
- E. The project record drawings are to be submitted by the Contractor to the Owner or the Owner's Representative when all the Work is completed and is approved by the Owner and the Owner's Representative before the Contractor may request final payment.

01740 -- WARRANTIES, GUARANTEES, AND BONDS

See the Contract Documents for details.

SECTION V.
GENERAL CONDITIONS

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ARTICLE 1 -- DEFINITIONS

Section 1.01 - The following terms as used in the Contract Documents shall be defined as follows:

Beneficial Occupancy - The use, occupancy or operation by the Owner of the Work, or any part thereof, as evidenced by a notification of Beneficial Occupancy executed by the Owner.

Construction Completion - Acceptance by the Owner of the Work as evidenced by a Notification of Construction Completion executed by the Architect.

Construction Manager - A person, persons, firm, partnership or corporation, regularly engaged in the management of construction projects, and so designated by the Owner.

Consultant - A person, persons, firm, partnership or corporation providing Architectural, Engineering or other professional services, and so designated by the Owner.

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

Contract Documents - The Contract, Notice to Bidders, Bid Checklist, Bid Terms and Conditions, Contractor Reference Sheet, Contract Terms and Conditions, Bid Analysis Form, Affirmative Action Form, Change Order Form, Contractors Trade Payment Breakdown, Safety EHS Plan, Prevailing Wage Schedule, Information for Bidders, Form of Bid, General Conditions, General Requirements, Bonds, Drawings, Specifications, Addenda, Change Orders and any supplementary data together with all provisions of law deemed to be inserted in the Contract or incorporated by reference.

Contractor - A person, persons, firm, partnership or corporation with whom the Contract is entered into by the Owner to perform the Work.

Extra Work - Any work in addition to the Work initially required to be performed by the Contractor pursuant to the Contract.

Furnish - To deliver to the site ready for installation.

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.

Owner – The Fashion Institute of Technology and/or its auxiliary corporations, as applicable.

Owner's Representative - A person, persons, firm, partnership or corporation so designated by the Owner.

Project - Work at the Site(s) carried out pursuant to one or more sets of Contract Documents.

Provide - To Furnish and Install complete in place and ready for operation and use.

Shop Drawings - Diagrams, fabrication drawings, illustration, schedules, test data, performance charts, cuts brochures and other data which are submitted by the Contractor to the Architect and illustrate any portion of the Work. These drawings and data are reviewed and acted upon by the architect.

Site - The area within the Contract limit, as indicated by the Contract.

Subcontract - An agreement between the Contractor and Subcontractor for work on the Site.

Subcontractor - A person, persons, firm, partnership or corporation under contract with the Contractor, or under contract with any subcontractor, to provide labor and material at the Site.

Substantial Completion - Stage of construction at which the Architect determines there is a minimal amount of the Work to be completed, or Work to be corrected.

Work - The performance of all obligations imposed upon the Contractor by the Contract.

ARTICLE 2 -- CONTRACT DOCUMENTS

Section 2.01 - Captions

The table of contents, titles, captions, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect the interpretation of the provisions to which they refer.

Section 2.02 - Conflicting Conditions

Should any provision in any of the Contract Documents be in conflict or inconsistent with any of the General Conditions or Supplements thereto, the General Conditions or Supplements thereto shall govern.

Section 2.03 - Notice and Service Thereof

Any notice to the Contractor from the Owner relative to any part of the Contract shall be in writing and service considered complete when said notice is mailed to the Contractor at the last address given by the Contractor, or when delivered in person to said Contractor or the Contractor's authorized representative.

Section 2.04 - Nomenclature

Materials, equipment or other Work described in words which have a generally accepted technical or trade meaning shall be interpreted as having said meaning in connection with the Contract.

Section 2.05 - 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.

ARTICLE 3 -- INTERPRETATION OF CONTRACT DOCUMENTS

Section 3.01 – Owner/Architect

- A. The Owner's representative/Architect shall give all orders and directions contemplated under the Contract relative to the execution of the Work. The Architect shall determine the amount, quality, acceptability of the Work and shall decide all questions which may arise in relation to said Work. The Owner's estimates and decisions shall be final except as otherwise expressly provided. In the event that any question arises between the Owner and Contractor concerning the Contract, the decision of the Owner shall be a condition precedent to the right of the Contractor to receive any money or payment under the Contract.
- B. Any differences or conflicts concerning performance which may arise between the Contractor and other contractors performing Work for the Owner shall be adjusted and determined by the Owner's representative.
- C. The Owner may act through a representative designated by the Owner.

Section 3.02 - Meaning and Intent of Contract Documents

The meaning and intent of all Contract Documents shall be as interpreted by the Architect.

Section 3.03 - Order of Preference

- A. Figured dimensions shall take precedence over scaled dimensions. Larger scale drawings shall take precedence over smaller scale drawings. Latest addenda shall take precedence over previous addenda and earlier dated drawings and specifications.
- B. Should a conflict occur in or between or among any parts of the Contract Documents that are entitled to equal preference, the better quality or greater quantity of material, of the more specific compared to the general, shall govern, unless the Architect/Owner's representative directs otherwise.
- C. Drawings and specifications are complementary. Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned in both.

ARTICLE 4 -- MATERIALS AND LABOR

Section 4.01 - Contractor's Obligations

- A. The Contractor shall, in a good workmanlike manner, perform all the Work required by the Contract Documents within the time specified in the Contract.
- B. The Contractor shall Furnish, erect, maintain, and remove such construction plant and such temporary Work as may be required for the performance of its work. The Contractor shall be responsible for the safety, efficiency and adequacy of the Contractor's plant, appliances and methods, and for damage which may result from failure or improper construction, maintenance or operation of said plant, appliances and methods. The Contractor shall comply with all terms of the Contract, and shall, carry on and complete the entire Work to the satisfaction of the Owner.
- C. Any labor, materials or means whose employment or utilization during the course of this 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 entitled "Termination" or such other action as the Owner may deem proper.

Section 4.02 - Contractor's Title to Materials

- A. No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by any other party. The Contractor warrants that the Contractor has full, good and clear title to all materials and supplies used by the Contractor in the Work, or resold to the Owner pursuant to the Contract free from all liens, claims or encumbrances.
- B. All materials, equipment and articles which become the property of the Owner shall be new unless specifically stated otherwise.

Section 4.03 - "Or Equal" Clause

- A. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue number or make, said identification is intended to establish a standard. Any material, article or equipment of other manufacturers and vendors which performs satisfactorily the duties imposed by the general design may be considered equally acceptable provided that, in the opinion of the Architect/Engineer, the material, article or equipment so proposed is of equal quality, substance and function and the Contractor shall not Provide, Furnish or Install any said proposed material, article or equipment without the prior written approval of the Architect/Engineer. 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.
- B. Where the Architect/Engineer, pursuant to the provisions of this Section, approves a product proposed by the Contractor and said proposed product requires a revision of the Work covered by this Contract, or the Work covered by other contracts, all changes to the Work of all contracts, revision or redesign, and all new drawings and details required therefore shall be provided by the Contractor at the cost of the Contractor and shall be subject to the approval of the Consultant.
- C. No substitution will be permitted which may result in a delay to the Project.

Section 4.04 - Quality, Quantity and Labeling

- A. The Contractor shall Furnish materials and equipment of the quality and quantity specified in the Contract.
- B. When materials are specified to conform to any standard, the materials delivered to the Site shall bear manufacturer's labels stating that the materials meet said standards.

- C. The above requirements shall not restrict or affect the Owner's right to test materials as provided in the Contract.
- D. The Contractor shall develop and implement quality control plans to assure itself and the Owner that all Work performed by the Contractor and its Subcontractors complies fully with all Contract requirements, and shall submit the plans to the Owner as required by the Contract. See Submittals Section of the General Requirements. The Contractor's quality control plans shall be independent of any testing or inspection performed by or on behalf of the Owner.

ARTICLE 5 -- CONTRACTOR

Section 5.01 - Supervision by Contractor

- A. The Contractor shall provide full-time competent supervision for the duration of the Contract; during the course of on-site work the Contractor shall provide a full-time on-site superintendent who shall have full authority to act for the Contractor at all times. The Superintendent shall be able to read, write and speak English fluently, as well as communicate with the workers.
- B. If at any time the supervisory staff is not satisfactory to the Owner, the Contractor shall, if directed by the Owner, immediately replace such supervisory staff with other staff satisfactory to the Owner.
- C. The Contractor shall remove from the Work any employee of the Contractor or of any Subcontractor when so directed by the Owner.

Section 5.02 - Representations of Contractor

The Contractor represents and warrants:

- A. That it is financially solvent and is experienced in and competent to perform the Work, and has the staff, equipment, subcontractors and suppliers available to complete the Work within the time specified for the Contract price.
- B. That it is familiar with all Federal, State or other laws, ordinances, orders, rules and regulations that may in any way affect the Work.
- C. That any temporary and permanent Work required by the Contract can be satisfactorily constructed, and that said construction will not injure any person or damage any property.
- D. That it has carefully examined the Contract and the Site of the Work and that, from the Contractor's own investigations and through the bid process and requirements is satisfied as to the nature and materials likely to be encountered, the character of equipment and other facilities needed

for the performance of the Work, the general and local conditions and all other materials or items which may affect the Work.

- E. That it is satisfied that the Work can be performed and completed as required in the Contract, and warrants that it has not been influenced by any oral statement or promise of the Owner or the Consultant.

SECTION 5.03 – COPIES OF CONTRACT DOCUMENTS FOR CONTRACTORS

- A. The Owner shall furnish to the Contractor, without charge, up to five (5) copies of Contract Documents.
- B. Any sets in excess of the number mentioned above may be furnished to the Contractor at the cost of reproduction and mailing or delivery.

SECTION 5.04 - MEETINGS

The Contractor shall attend all meetings as directed by the Owner or the Owner's Representative.

SECTION 5.05 – RELATED WORK

To ascertain the relationship of its work to all Work required by the Contract Documents, the Contractor shall examine the Contract Documents for Work of its Contract and any related work of other contracts.

SECTION 5.06 – ERRORS OR DISCREPANCIES

The Contractor shall examine the Contract thoroughly before commencing the Work and report in writing any errors or discrepancies to the Owner or the Owner's Representative within five (5) days of discovery.

ARTICLE 6 -- SITE CONDITIONS

SECTION 6.01 – SUBSURFACE OR SITE CONDITIONS FOUND DIFFERENT

- A. The Contractor acknowledges that the Contract amount set forth in its bid includes such provisions which the Contractor deems proper for all Site

conditions the Contractor could reasonably anticipate encountering as indicated in the Contract or from the Contractor's inspection and examination of the Site prior to submission of bids.

SECTION 6.02 – VERIFYING DIMENSIONS AND CONDITIONS

- A. The Contractor shall take all measurements and verify all dimensions and conditions at the Site before proceeding with the Work. If said dimensions or conditions are found to be in conflict with the Contract, the Contractor immediately shall refer said conflict to the Architect in writing. The Contractor shall comply with any revised Contract Documents.
- B. During the progress of Work, the Contractor shall verify all field measurements prior to fabrication of building components or equipment and proceed with the fabrication to meet field conditions.
- C. The Contractor shall consult all Contract Documents to determine exact location of all Work and verify spatial relationships of all Work. Any question concerning said location or spatial relationships may be submitted in a manner approved by the Architect.
- D. Special locations for equipment, pipelines, ductwork and other such items of Work, where not dimensioned on plans, shall be determined in consultation with other affected contractors.
- E. The Contractor shall be responsible for the proper fitting of the Work in place.

SECTION 6.03 - SURVEYS

Unless otherwise expressly provided in the Contract, the Owner shall furnish the Contractor all surveys of the property necessary for the Work, but the Contractor shall lay out the Work.

ARTICLE 7 -- INSPECTION AND ACCEPTANCE

SECTION 7.01 – ACCESS TO THE WORK

The Owner, the Owner's Representative, and the architect shall at all times have access to the Work and the Contractor shall provide proper facilities for said access.

SECTION 7.02 – NOTICE FOR TESTING

If the Contract Documents, the Owner's instructions, laws, rules, ordinances or regulations require that any Work be inspected or tested, the Contractor shall give the Architect and/or Owner's representative a minimum of three (3) work days written notice of readiness of the Work for inspection or testing and the date fixed for said inspections or testing.

SECTION 7.03 – REEXAMINATION OF WORK

Reexamination of any part of the Work may be ordered by the Owner, and if so ordered, the Work must be uncovered by the Contractor. If said Work is found to be in accordance with the Contract, the Owner shall pay the cost of reexamination. If said Work is not found to be in accordance with the Contract, the Contractor shall pay the cost of reexamination and replacement.

SECTION 7.04 – INSPECTION OF WORK

All Work, all materials whether or not incorporated in the Work, all processes of manufacture and all methods of construction shall be, at all times and places, subject to the inspection of the Owner or the Owner's Representative or the architect, and the Architect shall be the final judge of the quality and suitability of the Work, materials, processes of manufacture and methods of construction for the purposes for which said Work, materials, processes of manufacture and methods of construction are used. Any Work not approved by the Architect shall be reconstructed, made good, replaced or corrected immediately by the Contractor including all Work of other contractors destroyed or damaged by said removal or replacement. Rejected material shall be removed immediately from the Site. Acceptance of material and workmanship by the Owner shall not relieve the Contractor from the Contractor's obligation to replace all Work which is not in compliance with the Contract.

SECTION 7.05 – DEFECTIVE OR DAMAGED WORK

If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work damaged or not performed in accordance with the Contract, the compensation to be paid to the Contractor shall be reduced by an amount which, in the judgment of the Owner, shall be deemed to be equitable.

SECTION 7.06 - TESTING

All materials and equipment used in the Work shall be subject to inspection and testing in accordance with accepted standards to establish conformance with specifications and suitability for uses intended, unless otherwise specified in the Contract. If any Work shall be covered or concealed without the approval or consent of the Architect, said Work shall, if required by the Architect, be uncovered for examination. Any inspection by the Architect or by a testing laboratory on behalf of the Owner does not relieve the Contractor of the responsibility to maintain quality control of materials, equipment and installation to conform to the requirements of the Contract. If any test results are below specified minimums, the Architect may order additional testing. The cost of said additional testing, any additional professional services required, and any other expenses incurred by the Owner as a result of said additional testing shall be at the Contractor's expense. The Owner may deduct such costs from moneys due the Contractor.

SECTION 7.07 - ACCEPTANCE

No previous inspection shall relieve the Contractor of the obligation to perform the Work in accordance with the Contract. No payment, either partial or full, by the Owner to the Contractor shall excuse any failure by the Contractor to comply fully with the Contract Documents. The Contractor shall remedy all defects and deficiencies, paying the cost of any damage to other Work resulting therefrom.

ARTICLE 8 -- CHANGES IN THE WORK

SECTION 8.01 - CHANGES

- A. Without invalidating the Contract, the Owner/Architect 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/Architect. No changes in the Work shall be made unless such Work is ordered in writing by the Owner/Architect or Owner's Representative. If the time for completion is affected by this change, the revised time for completion shall be included in the change order. The Owner may order the Contractor to perform the Extra Work and proceed under the Dispute Article.

- B. 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 or more of the following methods:
1. By applying the applicable unit price or prices contained in the Contract.
 2. By estimating the fair and reasonable cost of the Extra Work:
 - a. Labor, including all wages, required wage supplements and insurance required by law, paid to employees below the rank of superintendent directly employed at the Site. Wages are the prevailing rate of wages defined in the Contract Documents and supplemental updates.
 - b. 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.
 - c. Materials
 - d. Equipment, excluding hand tools, which in the judgment of the Owner, would have been or will be employed in the Work. 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, to adjust the costs allowed to reflect a smaller or less elaborate piece of equipment more suitable for performance of the Extra Work.
 3. By determining the actual cost of the Extra Work in the same manner as in Article 8, Section 8.01, Subsection B. 2. except that the actual costs of the Contractor shall be used in lieu of estimated costs.
- C. 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 shall 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.

- D. 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.
- E. 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.
- F. 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.
- G. Increased bonding costs for the Work which may result from Owner issued Changes in the Work will be addressed by the Owner at the completion of the Project Work upon submission of satisfactory proof of Contractor's increased cost.
- H. Increased contractual liability insurance premium costs which may result from changes in the Work will be addressed by the Owner at the completion of the Work upon submission of satisfactory proof of Contractor's increased cost.

SECTION 8.02 – OVERHEAD AND PROFIT ALLOWANCE

A. See Example A for changes in the Work performed directly by the Contractor, whether a base cost is arrived at by estimated cost or actual cost method; add to base cost a sum equal to twenty percent. See Exceptions - Paragraphs “D” and “E”.

Example A:

Contractor base cost	\$1,000
20% overhead and profit	<u>200</u>
Total	\$1,200

B. See Example B for changes in the 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 cost, for the benefit of the Subcontractor. For the benefit of the Contractor; add an additional sum equal to ten percent of the Subcontractor's base cost.

Example B:

Subcontractor base cost	\$1,000
20% Subcontractor overhead and profit	<u>200</u>
Subcontractor Total	\$1,200
10% Contractor overhead and profit on base cost	<u>100</u>
Total	\$1,300

C. See Example C for changes in the 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 cost; add to the base cost a sum equal to twenty percent of 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's base cost, plus five percent of the next Ninety Thousand Dollars (\$90,000) of the Subcontractor's base cost, plus three percent of any sum in excess of One Hundred Thousand Dollars (\$100,000) of the Subcontractor's base cost.

Example C:

Subcontractor base cost	\$200,000
20% Subcontractor overhead and profit	<u>40,000</u>
Subcontractor Total	\$240,000
10% Contractor overhead and profit 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

D. See Example D for overhead and profit on major equipment such as: switchgear, transformers, air handling units, boilers, etc. For extra equipment purchases by the Contractor or Subcontractors which exceeds a base cost of Ten Thousand dollars (\$10,000) in estimated or actual cost; 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's base cost plus five percent of the next Ninety Thousand dollars (\$90,000) of the vendor's base cost, plus three percent of any sum in excess of One Hundred Thousand dollars (\$100,000) of the vendor's base cost. If the equipment is supplied by the Subcontractor, the Contractor is entitled to a maximum of ten (10) percent of the first Ten Thousand dollars (\$10,000) of the base cost.

Example D:

Vendor base cost	\$200,000
10% Contractor or Subcontractor overhead and profit 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>
Contractor or Subcontractor Total	\$208,500
10% Contractor overhead and profit 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

E. See Example E for overhead and profit on a material only Change Order. For increased material purchases by the Contractor or Subcontractors which exceed 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 supplier's cost plus five percent of the next Ninety Thousand dollars (\$90,000) of the supplier's cost, plus three percent of any sum in excess of One Hundred Thousand dollars (\$100,000) of the supplier's cost. If the material is supplied by the Subcontractor, the Contractor is entitled to a maximum of ten (10) percent of the first Ten Thousand dollars (\$10,000) of the base cost.

Example E:

Material cost (net difference between original contract and revised)	\$200,000
10% Contractor or Subcontractor overhead and profit 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>
Contractor or Subcontractor Total	\$208,500
10% Contractor overhead and profit on first \$10,000 base cost when material is supplied by the Subcontractor, no other mark-up allowed	1,000
Total	\$209,500

F. Other than the overhead and profit described in General Conditions Section 7.02A, no further overhead and profit will be allowed for changes to the Work performed by a Subcontractor under Subcontract with the Contractor or for major equipment or material supplier determined to be an affiliate of or controlled by the Contractor. An affiliate is considered any firm or entity in which the Contractor or any individual listed on the Contractor's NYS Vendor Responsibility Questionnaire either owns 5% or more of the shares of, or is one of the five largest shareholders, a director, officer, member, partner or proprietor of said Subcontractor, major equipment or material supplier; a controlled firm is any firm or entity which, in the opinion of the Owner, is controlled by the Contractor or any individual listed on the Contractor's NYS Vendor Responsibility Questionnaire.

1. The Owner, in its sole and exclusive discretion, will determine if a firm or entity is an affiliate of or controlled by the Contractor.

G. No overhead and profit shall be paid for changes in the Work performed by a Subcontractor not under Subcontract with the Contractor. No overhead and profit shall be paid on the premium portion of overtime pay. Where the changes in the Work involve 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.

SECTION 8.02A – DEDUCT CHANGE ORDER

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a decrease in the Contract amount shall be as determined by the Owner. The credit shall include the overhead and profit allocable to the deleted or changed Work unless the Owner, in its sole and exclusive discretion, determines otherwise.

SECTION 8.03 – FORM OF CHANGE ORDERS

All Change Orders shall be processed, executed and approved on AIA document G701, which is included herein and made part of the Contract Documents. No alteration to this form shall be acceptable to the Owner and no payment for Extra Work shall be due the Contractor unless it executes a Change Order on said form.

ARTICLE 9 -- TIME OF COMPLETION

SECTION 9.01 – TIME OF COMPLETION

- A. The Work shall be commenced at the time stated in the Owner's written notice to proceed, and shall be completed no later than the time of completion specified in the Contract Documents. Notwithstanding anything to the contrary, a schedule submitted by the Contractor showing a time of completion earlier than that specified in the Contract shall not entitle the Contractor to any additional compensation in the event the earlier time of completion is not realized.
- B. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the time for completion of the Work, as specified in the Contract Documents, is an essential and material condition of the Contract.
- C. The Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as shall insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the Work described herein is a reasonable time for completion of the same.
- D. If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the Owner, the Contractor agrees to pay to the Owner for loss of beneficial use of the structure an amount specified in the Contract, not as a penalty, but as liquidated damages, for each and every calendar day that the Contractor is in default. Default shall include abandonment of the Work by the Contractor.
- E. Said amount of liquidated damages is agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the Owner would sustain for loss of beneficial use of the structure in the event of delay in completion, and said amount is agreed to be the amount of damages sustained by the Owner and said amount may be retained from time to time by the Owner.

- F. It is further agreed that time is of the essence for each and every portion of the Work. In any instance in which additional time is allowed for the completion of any Work, the new time of completion established by said extension shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost if the Owner determines that the Contractor is without fault and that the delay in completion of the Work is due:
1. to an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by the Owner, including, but not limited to, acts of God or of public enemy, acts of the Owner, fires, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather; and
 2. to any delays of Subcontractors or suppliers occasioned by any of the causes specified in Subsections 1. of this paragraph.

The Contractor shall, within ten (10) days from the beginning of any such delay, notify the Owner, in writing, of the causes of the delay.

- G. The time for completion can be extended only by Change Order approved by the Owner and may be extended for:
1. all of the Work, or
 2. only that portion of the Work altered by the Change Order.
- H. The foregoing liquidated damages are intended to compensate the Owner only for the loss of beneficial use of the structure. In addition, the Contractor shall be liable to the Owner for whatever actual damages (other than actual loss of beneficial use) the Owner may incur as a result of any actions or inactions of the Contractor or its Subcontractors including, without limitation, interest expense and carrying costs, liabilities to other Contractors working on the project or other third parties, job extension costs and other losses incurred by the Owner. The provisions of this paragraph are for the exclusive use of the Owner, and shall not accrue to other contractors or third parties.

ARTICLE 10 -- TERMINATION OR SUSPENSION

SECTION 10.01 – TERMINATION FOR CAUSE

In the event that any provision of the Contract is violated by the Contractor or by any Subcontractor, 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; such notice shall contain the reasons for the intention to terminate the Contract upon a date specified by the Owner. If the 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 such 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 such termination the Owner may take possession of and may utilize such materials, appliances and plant as may be on the Site and necessary or useful in completing the Work.

SECTION 10.02 – TERMINATION FOR CONVENIENCE OF OWNER

The Owner, at any time, may terminate the Contract in whole or in part. Any such 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 the termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from the termination. The Owner shall pay the Contractor for Work of the Contract performed by the Contractor and accepted by the Owner for the period extending from the date of the last approved Application for Payment up to the effective date of the termination, including retainage. In no event shall the Contractor be entitled to compensation in excess of the total consideration of the Contract. . In the event of such termination the Owner may take over the Work and prosecute the Contract to completion and may take possession of and may utilize such materials, appliances, and equipment as may be on the Site and necessary or useful in completing the Work.

SECTION 10.03 – 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.

SECTION 10.04 – SUSPENSION OF WORK

- A. The Owner may order the Contractor in writing to suspend, delay or interrupt performance of all or any part of the Work for a reasonable period of time as the Owner may determine. The order shall contain the reason or reasons for issuance which may include but shall not be limited to the following: latent field conditions, substantial program revisions, acquisition of rights of way or real property, financial crisis, labor disputes, civil unrest or acts of God.
- B. Upon receipt of a suspension order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.
- C. The Contractor specifically agrees that such suspension, interruption or delay of the performance of the Work pursuant to this Article shall not increase the cost of performance of the Work of this Contract.
- D. Time for completion of the Work may be extended to such time as the Owner determines shall compensate for the time lost by the suspension, interruption or delay, such determination to be set forth in writing.

ARTICLE 11 -- DISPUTES

SECTION 11.01 – CLAIMS FOR EXTRA WORK

- A. If the Contractor claims that any Work which 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 and the architect 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.

SECTION 11.02 – 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.

SECTION 11.03 – FINALITY OF DECISIONS

- A. Any decision or determination of the Architect, 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.

ARTICLE 12 -- SUBCONTRACTS

SECTION 12.01 – SUBCONTRACTING

- A. The Contractor may utilize the services of Subcontractors subject to the bid terms and conditions.
- B. The Contractor shall submit to the Owner, in writing, the name of each proposed Subcontractor as required by the Contract or earlier when requested. The Owner reserves the right to disapprove any proposed Subcontractor. Such disapproval shall not result in additional cost to the Owner.
- C. The Contractor shall be fully responsible for the Work, acts and omissions of Subcontractors, and of persons either directly or indirectly employed by Subcontractors.
- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors.
- E. The Contractor's use of Subcontractors shall not diminish the Contractor's obligation to complete the Work in accordance with the Contract Documents. The Contractor shall control and coordinate the work of Subcontractors.
- F. Nothing contained in the Contract or any subcontract shall create any contractual relationship between Subcontractors and the Owner.

ARTICLE 13 -- CONTRACT COORDINATION AND COOPERATION

SECTION 13.01 – COOPERATION WITH OTHER CONTRACTORS

- A. During the progress of the Work, other contractors may be engaged in performing work. The Contractor shall coordinate the Contractor's Work with the work of said other contractors in such a manner as the Owner may direct.
- B. If the Owner shall determine that the Contractor is failing to coordinate the Work with the work of other contractors as the Owner has directed:
 - 1. the Owner shall have the right to withhold any payments due under the Contract until the Owner's directions are complied with by the Contractor; and
 - 2. the Contractor shall assume the defense and pay on behalf of the Owner any and all claims or judgments or damages and from any costs or damages to which the Owner may be subjected or which the Owner may suffer or incur by reason of the Contractor's failure to promptly comply with the Owner's directions.
- C. If the Contractor notifies the Owner, in writing, that another contractor on the Site is failing to coordinate the work of said contractor with the Work, the Owner shall investigate the charge. If the Owner finds it to be true, the Owner shall promptly issue such directions to the other contractor with respect thereto as the situation may require. The Owner shall not be liable for any damages suffered by the Contractor by reason of the other contractor's failure to promptly comply with the directions so issued by the Owner, or by reason of another contractor's default in performance.
- D. Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the Owner or through any act or omission of any Subcontractor of said other contractor, the Contractor shall have no claim against the Owner for said damage.
- E. Should any other contractor having or which shall have a contract with the Owner sustain damage through any act or omission of the Contractor or through any act or omission of a Subcontractor, the Contractor shall reimburse said other contractor for all said damages and shall indemnify and hold the Owner harmless from all said claims.

- F. The Owner cannot guarantee the responsibility, efficiency, unimpeded operations or performance of any Contractor. The Contractor acknowledges these conditions and shall bear the risk of all delays including, but not limited to, delays caused by the presence or operations of other contractors and delays attendant upon any construction schedule approved by the Owner and the Owner shall not incur any liability by reason of any delay.

SECTION 13.02 – SEPARATE CONTRACTS

- A. The Owner may award other contracts, work under which may proceed simultaneously with the execution of the Work. The Contractor shall coordinate the Contractor's operations with those of other contractors as directed by the Owner. Cooperation shall be required in the arrangements for access, the storage of material and in the detailed execution of the Work.
- B. The Contractor shall keep informed of the progress and workmanship of other contractors and any Subcontractors and shall notify the Owner in writing immediately of lack of progress or defective workmanship on the part of other contractors or subcontractors, where said delay or defective workmanship may interfere with the Contractor's operations.
- C. Failure of a Contractor to keep so informed and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of said progress and workmanship as being satisfactory for proper coordination with the Work.
- D. Where the Contractor shall perform Work in close proximity to work of other contractors or subcontractors, or where there is evidence that Work of the Contractor may interfere with work of other contractors or subcontractors, the Contractor shall assist in arranging space conditions to make satisfactory adjustment for the performance of said work and the Work. If the Contractor performs work in a manner which causes interference with the work of other contractors or subcontractors, the Contractor shall make changes necessary to correct the condition.

SECTION 13.03 – COORDINATED COMPOSITE DRAWINGS

The Contractor shall prepare coordinated composite scale reproducible drawings and sections, on reproducible paper, clearly showing how the Work of the Contractor is to be performed in relation to work of other contractors or subcontractors.

ARTICLE 14 -- PROTECTION OF RIGHTS, PERSONS AND PROPERTY

SECTION 14.01 – 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.

SECTION 14.02 – SAFETY PROGRAMS

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

SECTION 14.03 – PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall, at all times, guard the Owner's property from injury or loss in connection with the Work. The Contractor shall, at all times, guard and protect the Contractor's Work, and adjacent property. 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 construction completion. 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 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.

SECTION 14.04 – ADJOINING PROPERTY

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

SECTION 14.05 – RISKS ASSUMED BY THE CONTRACTOR

- A. The Contractor solely assumes the following distinct and several risks whether said risks arise from acts or omissions, whether supervisory or otherwise, of the Owner, of any Subcontractor, of third persons or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the execution of the Work, whether said risks are within or beyond the control of the Contractor 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 the negligence of the Owner or the Owner's members, officers, representatives or employees that caused the loss, damage or injuries hereinafter set forth:
1. The risk of loss or damage, includes direct or indirect damage or loss, of whatever nature 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, material or workmen performing services or furnishing materials for the Work. The Contractor shall bear said risk of loss or damage until construction completion 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 immediately shall repair, replace or make good any said loss or damage.
 2. The risk of claims, just or unjust, by third persons against the Contractor or the Owner and the Construction Manager on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever 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. The Contractor shall bear the risk for all deaths, injuries, damages or losses sustained or alleged to have been sustained resulting from the Contractor's negligence or alleged negligence which is discovered, appears or is manifested after acceptance by the Owner.

3. The Contractor assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever, including death resulting therefrom, 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 therefrom, or any alleged breach of any statutory duty or obligation on the part of the Owner, the Owner's Representative, Construction Manager, servants and employees, the Contractor shall assume the defense and pay on behalf of the Owner, the Owner's Representative, the Construction Manager, servants and employees, any and all loss, expense, damage or injury that the Owner, the Owner's Representative, Construction Manager, servants and employees, may sustain as the result of any claim, provided however, the Contractor shall not be obligated to indemnify the Owner, the Owner's Representative, Construction Manager, servants and employees for their own negligence, if any. The Contractor agrees to assume, and pay on behalf of the Owner 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 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 and the Owner's Representative, Construction Manager, servants and employees, in any said action.
 4. The Contractor is advised that the Work required under this Contract may impose certain obligations and requirements mandated by the U.S. Department of Labor Occupational Safety and Health Administration regulations, Title 29 CFR Part 1926.62 Lead Exposure in Construction, relative to the potential exposure to lead by its employees. The Contractor assumes entire responsibility and liability for complying fully in all respects with these regulations.
- B. 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.

The Contractor shall make a claim on its insurer specifically under the provisions of the contractual liability coverages and any other coverages afforded the Owner including those of being an additional insured where applicable.

- C. 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.

Upon the conclusion of any action, proceeding or lawsuit, should a final binding determination of responsibility be made which allocates responsibility to the Owner, or the Owner's members, officers, employees or representatives, the Owner agrees that the obligation to indemnify and hold harmless shall not be applicable to the portion of any uninsured money judgment for which the Owner is responsible, and the Owner agrees to pay the Contractor the percentage of uninsured defense costs which the Contractor incurred based upon an apportionment of the Owner's allocated responsibility.

The Contractor agrees that any claim or costs of the Owner and/or Construction Manager arising from obligations in this Article and/or Article 15 shall be set off or deducted from payments due the Contractor.

ARTICLE 15--INSURANCE AND CONTRACT SECURITY

SECTION 15.01 – INSURANCE PROVIDED BY CONTRACTOR

- A. 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 shall provide insurance as follows:

1. Workers' Compensation and Employers Liability Insurance
 - a. Statutory Workers' Compensation (including occupational disease)

- b. Employers Liability (with a minimum limit of \$1,000,000) New York Statutory Endorsement
2. 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 the following:

- a. Written on an occurrence form;
 - b. Endorsement naming the following as additional insureds: The Fashion Institute of Technology, its auxiliary corporations, the State University of New York, the New York City Department of Education and the City and State of New York, the Construction Manager (if applicable) and other entities specified.
 - c. Policy or policies must be endorsed to be primary as respects the coverage afforded the Additional Insureds 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.
3. 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 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.
4. Umbrella/excess liability insurance with limits of:
- \$5,000,000 per occurrence
 - \$5,000,000 general aggregate

- B. Before commencement of Work, the Contractor shall submit to the Owner for approval two (2) Certificates of Insurance, indicating the Project. Certificates shall provide thirty (30) days' written notice prior to the cancellation, non-renewal, or material modification 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 shall be forwarded to Owner in care of:

Sam Li
Purchasing Deputy Director
FIT Purchasing
333 Seventh Avenue, 15th Floor
New York, NY 10001

Certificate(s) of Insurance, when submitted to the Owner, constitutes a warranty by the Contractor that the insurance coverage described is in effect for the policy term shown.

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 Owner at the address listed above.

- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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 Insureds or their

agents and employees responsible for any losses; and the Additional Insureds, their agents and employees shall have no such liability.

- H. 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.

SECTION 15.01A – OTHER INSURANCE PROVIDED BY CONTRACTOR

Railroad Protective Liability insurance: If any Work of the Contract is to be performed on or within fifty (50) feet of a railroad property or railroad right of way or will require entrance upon railroad property or right of way or will require assignment of a railroad employee, the Contractor shall provide and maintain a Railroad Protective Liability policy with the policy limits required by the owner(s) of the railroad, including the MTA. For purposes of this paragraph, a subway is a railroad. The policy form shall be ISO-RIMA or an equivalent form approved by the owner(s) of the railroad. The railroad owner(s) shall be the named insured on the policy and the definition of “physical damage to property” shall mean direct and accidental loss of or damage to all property of any named insured and all property in any named insured’s care, custody, or control. If the Contractor shall provide a Railroad Protective Liability insurance policy, the Contractor and any Subcontractor performing on or within fifty (50) feet of railroad property or railroad right of way or entering railroad property or right of way or requiring assignment of a railroad employee shall have their CGL insurance policy endorsed to delete the exclusion of coverage for Work within fifty (50) feet of railroad property.

SECTION 15.02 – GENERAL CONFORMANCE

The Contractor and Subcontractors shall not violate, or be permitted to violate, any term or condition of their insurance policies, and shall at all times satisfy the safety requirements of the Owner and of the insurance companies issuing such policies.

SECTION 15.03 – CONTRACT SECURITY

The Contractor shall furnish a surety bond in an amount at least equal to one hundred (100%) of the Contract price as security for the faithful performance of the Contract and also labor and material bond in the form set forth in the Contract in an amount at least equal to one hundred (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 authorized to do business in the State of New York and shall be rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner.

SECTION 15.04 – 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 premiums on said bond or bonds shall be paid by the Contractor. 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.

SECTION 15.05 – FAILURE TO COMPLY WITH PROVISIONS OF ARTICLE 15

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 15.

ARTICLE 16 -- USE OR OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

SECTION 16.01 – OCCUPANCY PRIOR TO ACCEPTANCE

NOT APPLICABLE

ARTICLE 17 -- PAYMENT

SECTION 17.01 – PROVISION FOR PAYMENT

- A. The Owner may make a partial payment to the Contractor on the basis of an approved estimate of the Work performed during each preceding business month. The Owner shall retain ten percent (10%) of the amount of each said estimate.

The Contractor shall submit a detailed Contract Payment Breakdown prior to the Contractor's first application for payment. The model contract payment breakdown included in the Contract Documents shall establish the minimum level of detail required for the Contractor's payment breakdown. It is understood and the Contractor acknowledges that this model is included as an administrative tool for

the purpose of illustrating a format and minimum level of detail required for the Contract Payment Breakdown and shall not be considered as delineating the Contractor's Scope of Work. The Owner may request further and more detailed Contract Payment Breakdown. Further, the Owner reserves the right to accept only those cost distributions which, in the Owner's opinion, are reasonable, equitably balanced and correspond to the estimated quantities in the Contract Documents.

No payment shall be made by the Owner until the Contract Payment Breakdown is approved by the Owner.

Each monthly partial payment requisition must include Affirmative Action Form AAP 7.0, Contractor's Compliance Report, properly executed, as a condition precedent to requisition payment by the Owner.

- B. In preparing estimates for partial payment, material delivered to the Site and properly stored and secured at the Site, and Material approved to be stored off-site under such conditions as the Owner shall prescribe may be taken into consideration. All costs related to the storage of materials are the sole responsibility of the Contractor.

The Owner will provide an Agreement for Materials Stored Off-Site and specific forms which the Contractor must complete and submit with any request for approval of partial payment for such material. Required information includes but is not limited to: a general description of the material; a detailed list of the materials; a pre-approved storage area; segregation and identification of the material; insurance covering full value against all risks of loss or damage, with non-cancellation provision; immediate replacement agreement in event of loss or damage; agreement to pay the expense of all inspections of the material; ownership provisions; delivery guarantee; project completion statement; bill of sale, releases, and inventory.

- C. Any partial payment made shall not be construed as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.
- D. After the Owner has determined Substantial Completion of the Work, the Contractor shall submit to the Owner, for the Owner's approval, a detailed estimate of the value of the known remaining items of Work as set forth by the Owner and a schedule of completion for said items of Work. The Owner shall review that estimate and make the final determination.

The Owner, when all the Work is substantially complete, shall pay to the Contractor the balance due the Contractor pursuant to the Contract, less:

1. two (2) times the value of any remaining items of Work to be completed or corrected; and
2. an amount necessary to satisfy any and all claims, liens or judgments against the Contractor.

As the remaining items of Work are completed and accepted by the Owner, the

Owner shall pay the appropriate amount pursuant to the duly completed and submitted monthly requisitions.

The list of remaining Work items may be expanded to include additional items of corrective or completion Work until final acceptance as certified by the Owner's execution of "Notification of Construction Completion". Appropriate payments may be withheld to cover the value of these items pursuant to this Section.

- E. All Monthly Requisitions submitted by the Contractor shall be on AIA documents G702 and G703. The Contractor shall furnish such affidavits, vouchers and receipts as to delivery and payment for materials as required by the Owner to substantiate each and every payment requested. The Contractor and its Subcontractors will submit with all applications for payment copies of the certified payrolls and certification of payment of wage supplements in a form satisfactory to the Owner. The submission of Contractor and Subcontractor certified payrolls is required at least monthly. No progress payments will be processed without submission by the Contractor of properly executed Affidavit of Payment and Release of Liens (AIA Documents G706 and G706A).”

Section 17.02 - Acceptance of the First Payment Pursuant to Section 17.01 D. of the Contract Constitutes Release

The acceptance by the Contractor of the first payment pursuant to Section 17.01 D. shall be and shall operate as a release to the Owner of all claims by and all liability to the Contractor for all things in connection with the Work and for every act and neglect of the Owner and others relating to or arising out of the Work. No payment, final or otherwise, shall operate to release the Contractor or the Contractor's sureties from any obligations under this Contract or the performance or labor and material payment bonds.

SECTION 17.03 – RELEASE AND CONSENT OF SURETY

Notwithstanding any other provision of the Contract Documents to the contrary, the first payment pursuant to Section 17.01 D. shall not become due until the Contractor submits to the Owner a General Release and a Consent of Surety to said payment pursuant to Section 17.01 D., both in form and content acceptable to the Owner.

SECTION 17.04 - LIENS

Upon the Owner's receipt of a lien, a sum which shall be one and one-half (1 1/2) times the amount stated to be due in the notice of lien shall be deducted from the current payment due the Contractor. This sum shall be withheld until the lien is discharged.

SECTION 17.05 – WITHHOLDING OF PAYMENTS

- A. The Owner may withhold from the Contractor any part of any payment as may, in the judgment of the Owner, be necessary:
1. to assure payment of just claims of any persons supplying labor or materials for the Work;
 2. to protect the Owner from loss due to defective Work not remedied; or
 3. to protect the Owner, Construction Manager or Consultant from loss due to failure to defend, loss due to injury to persons or damage to the Work or property of other contractors, Subcontractors or others caused by the act or neglect of the Contractor or Subcontractors.
 4. to assure payment of fines and penalties which may be imposed on the Contractor pursuant to the provisions of this Contract.
- B. The Owner shall have the right to apply any such amounts so withheld, in such manner as the Owner may deem proper to satisfy said claims, fines and penalties or to secure said protection. Said application of the money shall be deemed payments for the account of the Contractor.
- C. The provisions of this Article 17 are solely for the benefit of the Owner, and any action or non-action hereunder by the Owner shall not give rise to any liability on the part of the Owner.

SECTION 17.06 – 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.

SECTION 17.07 – FALSE STATEMENTS/INFORMATION

- A. False statements, information or data submitted on or with applications for payment may result in one or more of the following actions:
1. Termination of the Contract for cause;
 2. Disapproval of future bids or contracts and sub-contracts;
 3. Withholding of final payment on the Contract; and
 4. Civil and/or criminal prosecution.

- B. These provisions are solely for the benefit of the Owner, and any action or non-action hereunder by the Owner shall not give rise to any liability on the part of the Owner.

ARTICLE 18 -- TAX EXEMPTION

SECTION 18.01 – TAX EXEMPTION

- A. 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 exception 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.
- B. 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.

ARTICLE 19 -- GUARANTEE

SECTION 19.01 - GUARANTEE

The Contractor shall in all respects guarantee the Work to the Owner and be responsible for all material, equipment and workmanship of the Work. The Contractor shall forthwith repair, replace or remedy in a manner approved by the Owner, any said material, equipment, workmanship, or other part of the Work found by the Owner to be defective or otherwise faulty and not acceptable to the Owner, which defect or fault appears during the minimum period of one (1) year, or such longer period as may be prescribed by the Contract, from the date of Construction Completion or any part thereof, by the Owner. The Contractor shall also pay for any damage to the Work resulting from said defect or fault.

ARTICLE 20 -- STANDARD PROVISIONS

SECTION 20.01 – PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted therein and the Contract shall read and shall be enforced as though so included therein.

SECTION 20.02 – COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The Contractor shall comply fully with all applicable laws, rules and regulations.

SECTION 20.03 – LAW GOVERNING THE CONTRACT

The Contract shall be governed by the laws of the state of New York.

SECTION 20.04 - ASSIGNMENT

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.

SECTION 20.05 – NO THIRD PARTY RIGHTS

Nothing in the Contract shall create or shall give to third parties any claim or right of action against the Owner, the Fashion Institute of Technology, the State University of New York, Board of Education of the City of New York, the City or State of New York and the Construction Manager beyond such as may legally exist irrespective of the Contract.

SECTION 20.06 – CONTRACT DEEMED EXECUTORY

The Contractor agrees that the Contract shall be deemed executory to the extent of moneys available and that no liability shall be incurred by the Owner beyond the moneys available therefore.

SECTION 20.07 – 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 for 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.

SECTION 20.08 – DOMESTIC STEEL

The Contractor agrees, that if the value of this contract exceeds \$100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

SECTION 20.09 – PROTECTION OF LIVES AND HEALTH

- A. Each Contractor and Subcontractor shall comply 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 of the State of New York or the United States of America. 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.
- 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 may impose a payment penalty on the Contractor for any act of non-compliance with this section. The payment penalty shall not exceed one twentieth

(1/20) of the Contract price or a maximum of One Thousand Dollars (\$1,000.00) for each time the Contractor fails to perform or to provide the information, reports or forms required in this section. This payment penalty is not exclusive, the Owner may avail itself of any other contractual remedy available.

- F. The Owner, Owner's Representative, or Architect may inspect the Site at any time without notice to the Contractor. If the Owner or its representatives find that the Contractor is not complying with Section 20.10 A or any other provision of Section 20.10, the Owner may send written notice to the Contractor to correct any deficiency. Upon re-inspection, 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 back charge 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.

- G. The Contractor shall preserve and safeguard the scene of an 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 send a facsimile or email to 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 this Contract. In addition to any other contractual remedies available, the Owner may satisfy the breach by imposing the penalties set out in paragraph 20.10 E or void the entire Contract and retain any or all amounts due the Contractor under this Contract.

SECTION 20.10 – PROHIBITED INTERESTS / ETHICAL CONDUCT

- A. No officer, employee, architect, attorney, engineer, inspector or consultant of or for the Owner authorized on behalf of the Owner to exercise any legislative, executive, administrative, supervisory or other similar functions in connection with the Contract or the Work, shall become personally interested, directly or indirectly, in the Contract, material supply contract, subcontract, insurance contract, or any other contract pertaining to the Work.
- B. The Owner strongly discourages the Contractor from offering or giving anything of value to employees of the Owner under circumstances which may constitute, or even suggest, impropriety. Contractor, or its agents, shall not directly or indirectly offer or give any gift whether in the form of money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise, or in any other form, to an employee or any representatives of the Owner.
- C. To promote a working relationship with the Owner based on ethical business practices, the Contractor shall:
- furnish all goods, materials and services to the Owner as contractually required and specified,
 - submit complete and accurate reports to the Owner and its representatives as required,
 - not seek, solicit, demand or accept any information, verbal or written, from the Owner or its representatives that provides an unfair advantage over a competitor,
 - not engage in any activity or course of conduct that restricts open and fair competition on Owner-related projects and transactions,
 - not engage in any course of conduct with Owner employees or its representatives that constitutes a conflict of interest, in fact or in appearance, and
 - not offer or give any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- D. The Owner encourages the Contractor to advance and support ethical business conduct and practices among its directors, officers and employees, through the adoption of corporate ethics awareness training programs and written codes of conduct.
- E. Although the Contractor may employ relatives of Owner's employees, the Owner must be made aware of such circumstances as soon as possible, in writing, to ensure a conflict of interest situation does not arise. The Owner reserves the right to request that the Contractor modify the work assignment of a relative of an Owner's

employee or representative where a conflict of interest, or the appearance thereof, is deemed to exist.

- F. The Contractor may hire former employees of the Owner. However, as a general rule, former employees of the Owner may neither appear nor practice before the Owner, nor receive compensation for services rendered on a matter before the Owner, for a period of *two (2) years* following their separation from service with the Owner. In addition, former employees of the Owner are subject to a “*lifetime bar*” from appearing before the Owner or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the Owner.
- G. The Contractor agrees to notify Stephen Tuttle, Esq., the Owner’s attorney, at (212) 217-4030 of any activity by an employee of the Owner that is inconsistent with the contents of this Section.
- H. Any violation of these provisions shall justify termination of this Contract and may result in Owner’s rejection of the Contractor’s bids or proposals for future contracts.

SECTION 20.11 – STATE AND FEDERAL LABOR LAW PROVISIONS

- A. Although the Work of this Contract is not public work, the Owner intends that all applicable provisions of the Labor Law of the State of New York shall be carried out in the performance of the Work.
- B. The Contractor specifically agrees to comply with Labor Law, Sections 220 and 220-d as amended, that:
 - 1. 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 and more than five (5) days in any one week, except in the extraordinary emergencies set forth in the Labor Law;
 - 2. the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law;
 - 3. 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; and
 - 4. 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.

- C. 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 journeyman 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.
- D. All employees of the Contractor and each Subcontractor shall be paid in accordance with the provisions of the Labor Law. Certified payroll copies shall be provided to the Owner as specified in these General Conditions and otherwise upon request.
- E. 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.
- F. 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 thereunder upon a Contractor's or Subcontractor's second conviction for willfully paying or providing less than:
 - 1. the stipulated wage scale or supplement as established by the fiscal officer, or
 - 2. less than the stipulated minimum hourly wage scale as designated by the Industrial Commissioner.
- G. Pursuant Labor Law, Section 220-e, the Contractor specifically agrees:
 - 1. 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;

2. 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;
3. That there may be deducted from the amount payable to the Contractor, by the Owner under the Contract, a penalty of fifty dollars (\$50.00) 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
4. That the Contract may be canceled 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, or when one final determination involves the falsification of payroll records or the kickback of wages and/or supplements.

H. The Contractor specifically agrees:

1. That the Contractor shall certify its payrolls and keep these certified records on site and available, and provide copies to the Owner upon request.
2. That the Contractor shall 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

SECTION 20.12 - NONDISCRIMINATION

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion/creed, color, sex, sexual orientation, gender, gender identity/expression, national origin, age, disability, marital status, or any other protected category.
- B. 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 A through G (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negotiation of this 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 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.
- C. If directed to do so by the Commissioner of Human Rights, the Contractor shall 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.
- D. The Contractor shall 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.
- E. The Contractor shall comply with the provisions of Section 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these nondiscriminatory clauses and such sections of the Executive Law, and will permit access to the Contractor's books, records and accounts by the State Commissioner for the purposes of investigation to ascertain compliance with these nondiscrimination clauses and such sections of the Executive Law and Civil Rights Law.

- F. This Contract may be forthwith canceled, 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.
- G. The Contractor shall include the provisions of clauses A through F above in every subcontractor purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operation to be performed within the State of New York. The Contractor shall 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 noncompliance. 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 to protect the interests of the State of New York.

SECTION 20.13 – LIMITATION ON ACTIONS

No action or proceeding shall lie in favor of or shall be maintained by the Contractor against the Owner unless such action shall be commenced within six (6) months after receipt by the Owner of the Contractor's final requisition or, if the Contract is terminated by the Owner, unless such action is commenced within six (6) months after the date of such termination.

SECTION 20.14 – WAIVER OF REMEDIES

Inasmuch as the Contractor can be compensated adequately by money damages for any breach of the Contract which may be committed by the Owner, the Contractor agrees that no default, act or omission of the Owner shall constitute a material breach of Contract entitling the Contractor to cancel or rescind the same or to suspend or abandon performance thereof; and the Contractor hereby waives any and all rights and remedies to which the Contractor might otherwise be or become entitled to because of any wrongful act or omission of the Owner saving only the Contractor's right to money damages.

SECTION 20.15 – WAIVER OF CERTAIN CAUSES OF ACTION

No action or proceeding shall lie or shall be maintained by the Contractor, nor anyone claiming under or through the Contractor, against the Owner upon any claim arising out of or based upon the Contract, relating to the giving of notices or information.

SECTION 20.16 – CONTRACTOR RELATIONSHIP

The relationship created by the Contract between the Owner and the Contractor is one of an independent contractor and it is no way to be construed as creating an agency relationship between the Owner and the Contractor nor is it to be construed as, in any way or under any circumstances, creating or appointing the Contractor as an agent of the Owner for any purpose whatsoever.

SECTION 20.17 – FAILURE TO COMPLY WITH THIS ARTICLE

The Contract shall be void and of no effect unless the Contractor complies with the provisions of this Article 20.

SECTION 20.18 – YEAR 2000 WARRANTY

SECTION DELETED

SECTION 20.19 – FALSE RECORDS/KICKBACKS

The Contractor agrees that this Contract may be canceled or terminated for cause by the Owner and all moneys due or to become due hereunder may be forfeited upon the Owner's determination that the Contractor has submitted false records to the Owner and/or that the Contractor has participated in the kickback of wages. Said determination by the Owner must first allow the Contractor an opportunity to show why its Contract should not be canceled or terminated for cause for said actions.

ARTICLE 21- COOPERATION WITH INVESTIGATIONS

The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by the Owner or any other duly authorized representative of the Owner ("Representative").

The Contractor shall grant the Owner or the Representative the right to examine all books, records, files, accounts, computer records, documents and correspondence, including electronically-stored information, in the possession or control of the Contractor, its subsidiaries and affiliated companies and any other company directly or indirectly controlled by the Contractor, relating to the Contract. These shall include, but not be limited to: Subcontracts; bid files; payroll and personnel records; cancelled checks; correspondence; memoranda; reports; audits; vendor qualification records; original estimate files; change order/amendment estimate files; detailed worksheets; Subcontractor, consultant and supplier proposals for both successful and unsuccessful bids; back-charge logs; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates or dividends received; payroll and personnel records; tax returns, and the supporting documentation for the aforesaid books and records.

At the Owner's or the Representative's request, said materials shall be provided in a computer readable format, where available. At the request of the Owner or the Representative, the Contractor shall execute such documents, if any, as are necessary to give the Owner or the Representative access to Contract-related books, documents or records which are, in whole or part, under control of the Contractor but not currently in the Contractor's physical possession. The Contractor shall not enter into any agreement with a Subcontractor, consultant or supplier, in connection with the Contract, that does not contain a right to audit clause in favor of the Owner. The Contractor shall assist the Owner or the Representative in obtaining access to past and present Subcontractor, consultant and supplier amendment/change order files (including detailed documentation covering negotiated settlements), accounts, computer records, documents, correspondence, and any other books and records in the possession of Subcontractors, consultants and suppliers pertaining to the Contract, and, if appropriate, enforce the right-to-audit provisions of such agreements.

The Contractor shall assist the Owner or the Representative in obtaining access to, interviews with, and information from all former and current persons employed and/or retained by the Contractor, for purposes of the Contract.

The Contractor shall require each Subcontractor to include in all agreements that the

Subcontractor may hereinafter enter into with any and all Subcontractors, consultants and suppliers, in connection with the Contract, a right-to-audit clause in favor of the Owner conferring rights and powers of the type outlined in this section. The Contractor shall not enter into any Subcontract with a Subcontractor in connection with the Contract that does not contain such a provision.

The Contractor shall not make any payments to a Subcontractor, consultant or supplier from whom the Contractor has failed to obtain and supply to the Owner or the Representative complete, accurate and truthful information in compliance with a request from the Owner or the Representative to the Contractor.

Any violation of the provisions of this Article shall justify termination of this Contract and may result in the Owner's rejection of the Contractor's bids or proposals for future contracts.

SECTION VI.

LABOR & MATERIAL PAYMENT BOND

LABOR & MATERIAL PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That _____
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and _____

(Here insert the legal title of Surety)

(Address)

as Surety, hereinafter called Surety, are held and firmly bound unto The Fashion Institute of Technology, as applicable, as Obligee, hereinafter called Owner, for the use and benefit of the claimants as hereinbelow defined, in the amount of _____

_____ and /100 Dollars (\$_____)

WHEREAS, Principal has by written agreement dated _____

entered into a Contract with Owner for _____

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:

1. 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.
2. 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 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.

3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: 1) the Principal, 2) the Owner, or 3) the Surety above named, within ninety (90) 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, Owner, or Surety, at any place where an office is regularly maintained by said Principal, Owner, or Surety for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Principal ceased work of said Contract, however, if any limitation embodied in this 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.
 - c. Other than in a State court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The penal sum of this 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.
5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanics' Liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed this _____ day of _____ 20__.

IN THE PRESENCE OF:

(Principal)

(Surety)

(Signature)

(Signature)

(Print Name and Title)

(Print Name and Title)

(Address)

(Address)

(City, State, Zip)

(City, State, Zip)

Telephone (____) _____

Fax No. _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____) ss:

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 (s)he resides at _____, that (s)he is the _____ of _____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____)ss:

COUNTY OF _____)

On the _____ day of _____ in the year 20__, before me personally came

_____, to me known and known to me to be a member of the firm _____, described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____) ss:

COUNTY OF _____)

On the _____ day of _____ in the year 20__, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he duly acknowledged that (s)he executed the same.

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK)

COUNTY OF _____) ss:

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 (s)he resides at _____, that (s)he is the _____ of _____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

Notary Public

SECTION VII.
PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

That _____
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and _____

(Here insert the legal title of Surety)

(Address)

as Surety, hereinafter called Surety, are held and firmly bound unto The Fashion Institute of Technology, as applicable, as Obligee, hereinafter called Owner, in the amount of _____ and _____ /100 Dollars (\$ _____) 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 Owner for _____

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

1. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 2.1.
2. If there is no Owner default, the Surety's obligation under this Bond shall arise after:
 - 2.1 The Owner has notified the Contractor, the Surety at its address described in Paragraph 8. below that the Owner is considering declaring a Contractor in default.
 - 2.2 The Owner has declared a Contractor in default and formally terminated the Contractor's right to complete the Contract.

- 2.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a Contractor selected to perform the Contract in accordance with the terms of the Contract with the Owner.
3. When the Owner has satisfied the conditions of Paragraph 2 herein., the Surety shall, at the Owner's option, promptly and at the Surety's expense take on the following actions:
 - 3.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 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 bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 5. in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor default.
4. If the Surety does not proceed with reasonable promptness, the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.
5. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 3.1, 3.2, or 3.3 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 5.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 5.2 Additional legal, design, professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3.; and
 - 5.3 Liquidated Damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor. 3
6. 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 Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
7. The Surety hereby waives notice of any change, including changes of time, to the Contract

or to related subcontracts, purchase orders, and other obligations.

8. Notice of 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.
9. Definitions:
 - 9.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including 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.
 - 9.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 9.3 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.
 - 9.4 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 terms thereof.

The penal sum of this 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.

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

Signed this _____ day of _____ 20__.

IN THE PRESENCE OF:

(Principal)

(Surety)

(Signature)

(Signature)

(Print Name and Title)

(Print Name and Title)

(Address)

(Address)

(City, State, Zip)

(City, State, Zip)

Telephone (____) _____

Fax No. _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____) ss:

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 (s)he resides at _____, that (s)he is the _____ of _____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____)ss:

COUNTY OF _____)

On the _____ day of _____ in the year 20__, before me personally came

_____, to me known and known to me to be a member of the firm _____, described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____) ss:

COUNTY OF _____)

On the _____ day of _____ in the year 20__, before me personally

came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he duly acknowledged that (s)he executed the same.

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK)

COUNTY OF _____) ss:

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 (s)he resides at _____, that (s)he is the _____ of _____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

Notary Public

SECTION VIII.
FORM OF BID

FORM OF BID

(Contract for Total of All Materials and Labor)

**The Fashion Institute of Technology
(Owner)**

For:

The Fashion Institute of Technology is requesting Bids for the Work described in Section II. Bid Terms and Conditions, II. Summary of Scope of Work and as shown and described on the drawings and specifications provided with this document at the Fashion Institute of Technology's “_____” located on 27th street campus. To be known from this point forward as the “_____”

Pursuant to and in compliance with the Owner's advertisement for bids dated_____, 20__ and the Contract Documents relating hereto, the undersigned hereby offers to provide all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to, the General Contracting and Electrical Work as required by, and in strict accordance with, the applicable provisions of the Contract Documents, as defined in the General Conditions, including changes thereto, and all of the addenda issued by the Owner and sent to the undersigned by facsimile transmission or delivered to the bidder prior to the date of opening of bids, whether received by the undersigned or not, for the total sum of

_____ Dollars

(\$_____).

The Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

If written notice of the acceptance of the Bid is sent to the undersigned by certified or registered mail or by facsimile transmission or delivered to the undersigned within ninety (90) days after the date of opening of the bids, or any time thereafter before the Bid is withdrawn, the undersigned shall, within eight (8) days after the date of such mailing, facsimile transmission, or delivery of such notice, execute and deliver a Contract in the Form of Contract included in the Contract Documents.

The undersigned hereby designates as the undersigned's office to which such notice of acceptance may be mailed, transmitted, or delivered as _____

SECTION IX.
NON-COLLUSIVE
BIDDING
CERTIFICATION

Non-collusive Bidding Certification

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

1. The prices in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

Firm Name _____

Address _____

By _____
(Signature and Title)

Dated: _____

Telephone (____) _____ Fax No. (____) _____

(Taxpayer ID or Social Security Number)

ACKNOWLEDGEMENT OF BIDDER, IF A CORPORATION

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the ____ day of _____, 20__ , before me personally came _____
to me known, who, being by me duly sworn, did depose and say that (s)he resides at _____
_____, that (s)he is the _____ of _____
_____, the corporation described in and which executed the above instrument;
and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF BIDDER, IF A PARTNERSHIP

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the ____ day of _____, 20__, before me personally came _____
to me known and known to me to be a member of the firm _____
_____, described in and who executed the foregoing instrument, and (s)he duly
acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and
purposes mentioned therein.

Notary Public

ACKNOWLEDGEMENT OF BIDDER, IF AN INDIVIDUAL

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the ____ day of _____, 20__, before me personally came _____
to me known and known to me to be the person described in and who executed the foregoing
instrument, and (s)he duly acknowledged that (s)he executed the same.

Notary Public

SECTION X:

SUBSTITUTION FORM REQUEST

FASHION INSTITUTE OF TECHNOLOGY

SUBSTITUTION REQUEST FORM

1.1 CONDITIONS OF SUBSTITUTIONS

- A. Substitution indicated on this Form is a proposed substitute to requirements indicated in the Contract Documents. Substitution listed has not been included in an Addendum. Submit one Form for each proposed substitution.
- B. For each proposed Substitution, state difference in price or "No Change" where Substitution is offered.
- C. Attach complete technical data, specifications, and description of substitutions.
- D. Architect reserves the right to accept or reject any or all proposed substitutions.

1.2 SUBSTITUTION REQUEST

The following information is hereby submitted for a substitution to the specified item.

Specification Section and Title: _____

Paragraph _____ Page _____ Specified Item _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No: _____

Price Difference: _____ or No Change _____

The Undersigned certifies:

- A. Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- B. Same warranty will be furnished for proposed substitution as for specified product.
- C. Same maintenance service and source of replacement parts, as applicable is available.
- D. Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- E. Proposed substitution does not affect dimensions and functional clearances.
- F. Payment will be made for changes to the building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

ARCHITECT'S REVIEW AND ACTION

- Substitution Approved – Make submittals in accordance with General Requirements
- Substitution Approved As Noted – Make submittals in accordance with General Requirements.
- Substitution Rejected – Use specified materials.
- Substitution Request Received Too Late. Use specified materials.

Signed by: _____

Supporting Data Attached: Drawings Product Data Samples Tests
 Reports Other _____

SECTION XI.
CONTRACT

TO BE SIGNED ONLY UPON AWARD

CONTRACT

This Agreement made as of the _____ day of _____ 20____, by and between the _____, hereinafter referred to as the "OWNER" and _____ hereinafter referred to as the "Contractor", for Work at _____

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

1. The Contractor shall Provide and shall perform all Work of every kind or nature whatsoever required and all other things necessary to complete in a proper and workmanlike manner the _____
_____ in strict accordance with the Contract Documents as defined in the General Conditions (and of which a listing of specifications and drawings are attached hereto) and in strict accordance with such changes as are ordered and approved pursuant to the Contract, and shall perform all other obligations imposed on such Contractor by the Contract.

2. The Contractor agrees to perform all Work and labor required, necessary, proper for, or incidental to the Work, and to Furnish all supplies and materials required, necessary, proper for, or incidental to the Work for the total sum of _____ and 00/100 Dollars (\$ _____ .00), 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.

3. The Contractor shall commence Work on the Contract at a time to be specified in a written notice to proceed issued by the OWNER and complete the project no later than _____.

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

F.I.T. Student Housing Corp.

Sherry Brabham, Treasurer

(Name of Contractor)

By _____
(Signature)

(Print Name and Title)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____)
COUNTY OF _____) ss:

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 (s)he resides at _____, that (s)he is the _____ of _____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year 20 ____, before me personally came _____ to me known and known to me to be a member of the firm _____, described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year 20 ____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he duly acknowledged that (s)he executed the same.

Notary Public

SECTION XII.
AFFIRMATIVE ACTION FORM

MONTHLY CONTRACTOR'S COMPLIANCE REPORT FORM AAP 7.0

INSTRUCTION SHEET

ALL PAYMENT REQUISITION, CONTRACTOR AND PROJECT INFORMATION ON THE TOP PORTION OF THE FORM MUST BE COMOPLETELY FILLED OUT. PLEASE NOTE:

False statements, information or data submitted on or with application for payment may result in one or more of the following actions: Termination of Contract for cause; Disapproval of future bids, or contracts or subcontracts; Withholding of final payments on the contract; and Civil and/or criminal prosecution.

PART B- PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

- 1) ALL FIRMS THAT YOU ARE UTILIZING ON THE JOB MUST BE LISTED EACH TIME **REGARDLESS** IF THEY ARE SCHEDULED TO RECEIVE PAYMENTS OUT OF THE PROCEEDS OF THE REQUISITION FOR PAYMENT.
- 2) All relevant information for each subcontractor and/or supplier must be filled in. This includes firm's complete name, address, phone number and Federal ID #. In addition, if the firm is a **NYS CERTIFIED MBEIWBE**, please indicate as such in the appropriate box.

AS A REMINDER, ONLY THOSE FIRMS THAT HAVE NYS CERTIFICATION BY THE EMPIRE STATE DEVELOPMENT CORPORATION CAN BE COUNTED TOWARDS THE MBE/WBE GOAL ACHIEVEMENT FOR THE PROJECT.
- 3) The percentage of the job or purchases completed must be filled in and in addition, please indicate the number of change orders issued on any subcontract agreement or the number of purchase orders issued to date if purchasing supplies.
- 4) A description of the work being performed by a subcontractor or the type of supplies being purchased must be filled in.

DEFINITIONS

INTENDED PAYMENT: This is the amount of money that you intend to pay to each firm with the money that you will receive from the accompanying requisition. **This is not** the amount that you intend to pay over the life of the contract.

AMOUNT PAID TO DATE: This is the amount of money that has **ACTUALLY** been paid to date from previous requisitions submitted. It does not include the amount that you intend to pay from this requisition. THIS AMOUNT WILL BE VERIFIED BY OUR OFFICE PRIOR TO CLOSE OUT OF THE JOB BY THE RECEIPT OF COPIES OF CANCELED CHECKS OR PAID INVOICES.

CURRENT VALUE OF SUBCONTRACT: This is the total value to date of any subcontract agreement that has been issued to the firm by your company. It should be inclusive of any change orders issued to the original contract. **NOTE:** THIS LINE IS FOR SUBCONTRACTOR INFORMATION ONLY. IF THE FIRM LISTED IS A SUPPLIER THAT YOU ARE PURCHASING SUPPLIES OR MATERIAL FROM, LEAVE BLANK AND GO TO THE NEXT LINE.

TOTAL VALUE OF ALL PURCHASE ORDERS: This is the total amount of **all** purchase orders that will be issued to the firm for the entire job. The number of purchase orders issued to date should be reflected in the area indicated to the left. **NOTE:** THIS LINE IS FOR SUPPLIER INFORMATION ONLY. IF THE FIRM IS A SUBCONTRACTOR, LEAVE THIS AREA BLANK. A SUBCONTRACTOR AGREEMENT SHOULD BE ISSUED WHICH WOIULD BE REFLECTED ON THE PREVIOUS LINE.

The current form that you should be utilizing is form: AAP 7.0 Revised 1/9/08. This form must be included with each payment requisition submitted or the payment will not be processed.

If the form is not filled out according to the above instructions, your next payment requisition may be held until corrections are made. In addition, each report submitted must have an original signature and date.

MONTHLY CONTRACTOR'S COMPLIANCE REPORT

Payment Requisition Date _____
Payment Requisition Amount \$._____
FIT Contract Number _____

CONTRACTOR INFORMATION

Name _____ Federal ID No. _____

Address _____

Contact Person _____ Telephone Number _____

PROJECT INFORMATION

Institution _____ City and Zip Code _____

Work Description _____

Part B - Payments to Subcontractors and Suppliers: Provide name, address and telephone number of ALL subcontractors to which you have awarded a subcontract or suppliers to which you have issued a purchase order. Place X in check box to indicate whether they are a New York State certified MBE or WBE or Other. In addition, for each firm listed below you must also include: the firms federal identification number; amount of intended payment to be made from proceeds of the accompanying requisition; percent complete, amount paid to date; the number of change orders or purchase orders; current value of subcontract (including change orders) or cumulative value of purchase orders; and a brief description of the work or service. All subcontractors or suppliers with whom you have an agreement should be listed below, even if they are not scheduled to receive a payment out of the proceeds of the attached requisition for payment. For further details, see Instruction Sheet

Firm _____ [] MBE [] WBE [] Other Fed. ID# _____

Address _____ Phone# _____ Intended Payment\$. _____

Address _____ Percent Complete _____ Amount Paid to Date\$ _____

No. of Change Orders. _____ Current Value of Subcontract \$ _____

No. of Purchase Orders Issued _____ Total Value of Purchase Orders \$ _____

Work Description _____

Firm _____ [] MBE [] WBE [] Other Fed. ID# _____

Address _____ Phone # _____ Intended Payment\$. _____

Address _____ Percent Complete _____ Amount Paid to Date\$ _____

No. of Change Orders. _____ Current Value of Subcontract \$ _____

No. of Purchase Orders Issued _____ Total Value of Purchase Orders \$ _____

Work Description _____

False statements, information or data submitted on or with application for payment may result in one or more of the following actions: Termination of Contract for cause; Disapproval of future bids, or contracts or subcontracts; Withholding of final payments on the contract; and Civil and/or criminal prosecution.

Name of Principal or Officer (Type or Print)

Title of Principal or Officer (Type or Print)

Signature of Principal or Officer

Date

SECTION XIII.
CHANGE ORDER FORM

CHANGE ORDER

TO:

Contractor: _____ Contract No. _____

Street: _____ Contract Date: _____

City, State, Zip: _____ Original Contract Amount: \$ _____

Phone No. _____ Total Approved Change Orders: _____

Current Contract Amount: \$ _____

You are hereby directed to perform all labor and to provide all materials necessary to carry out the Work described below:

Full consideration for this change order shall be on **INCREASE/DECREASE** of the original contract amount by:
_____ Dollars.

Labor = _____

Materials = _____

INCREASE/DECREASE of the original schedule by days. In accepting and executing this change order, the Contractor, its heirs, executors, administrators, successors, and assigns hereby release and forever discharge the Owner, its successors, and assigns from any and all actions, causes of action, claims and demands whatsoever in law or in equity which the Contractor ever had, now has, or may have against the Owner in any way arising out of this change.

Recommended by:
CONSTRUCTION MANAGER OR ARCHITECT

Name: _____

By: _____ Date: _____

Approved by:

Name: _____

By: _____ Date: _____

Accepted by:
CONTRACTOR

Name: _____

By: _____ Date: _____

OWNER

Name: _____

By: _____ Date: _____

SECTION XIV.
CONTRACTOR'S
TRADE PAYMENT BREAKDOWN

EXHIBIT A: SAFETY EHS PLAN

EXHIBIT A. SAFETY EHS PLAN

FASHION INSTITUTE OF TECHNOLOGY

**OUTLINE FOR PREPARING WORK-SPECIFIC
ENVIRONMENT, HEALTH AND SAFETY (EHS) PLAN**

Before commencing work on site at FIT, Contractor shall prepare a work-specific EHS Plan and submit the EHS Plan to both the Facilities Management and EHS Departments for review and approval. Such approval shall be given in a timely manner.

I) A work-specific EHS Plan is required in the following instances:

- A) When proposed work will:
 - 1) use regulated hazardous chemicals;
 - 2) have the potential to generate fumes, vapors or dusts;
 - 3) involve cutting torches or other spark-generating equipment (“hot” work);
 - 4) generate any waste;
 - 5) involve high-energy systems or
 - 6) require any type of air monitoring.
 - B) When work involves the removal of less than 25 linear feet, or 10 square feet, of asbestos-containing material (that is greater than 1% asbestos). For work involving more than these amounts of asbestos, Contractor must consult with the EHS Department for additional guidelines.
 - C) When work involves the use of tools and equipment in areas where FIT employees or students are present.
 - D) When work involves construction, other than minor repairs or alterations to on-campus facilities.
 - E) When work involves dangerous environments, such as confined spaces, hazardous energy, use scaffolds greater than 10 feet high, or vehicle-mounted articulated booms.
- II) Use the outline below to develop the work-specific EHS Plan. Contractor shall amend the work-specific EHS Plan as needed to accommodate work on-campus as it proceeds.**

DESCRIPTION OF CONTENTS OF WORK-SPECIFIC EHS PLAN

III) GENERAL INFORMATION – PROJECT PLANNING

- A) List primary information about Contractor’s firm and that of sub-

contractors, if any, Project Name, FIT Bid Number and Contractor's safety-related performance measurements on Table 1.

- B) Describe the scope of work and list a breakdown of its specific tasks.
- C) Provide a project schedule that, at a minimum, shows the anticipated start date of the work, the duration of each phase of the work, the anticipated date of completion of each phase, and the project completion date.
- D) List name of Contractor's on-site EHS Coordinator and the names of all OSHA-competent persons needed to carry out the scope of work on Table 2. The EHS Coordinator shall serve as the primary contact with FIT's Director of EHS Compliance during all work.

IV) WORK-SPECIFIC HAZARD ANALYSIS/RISK ASSESSMENT

- A) Describe each task associated with the work of the project.
- B) List the potential hazards, if any, associated with each task.
- C) Provide copies of Contractor's EH&S program applicable to scope of work.
- D) List the types of protective work practices or personal protective equipment (PPE) Contractor will employ to carry-out each task.
- E) Describe the types of exposure assessments that are needed to address potential hazardous exposures related to the work of the project. These include:
 - 1) Work practices and engineering controls Contractor will use to prevent exposure of Contractor's employees to hazardous chemicals or hazardous energy;
 - 2) Work practices and engineering controls Contractor will use to prevent exposure of FIT students and staff to any detectable chemical exposure;
 - 3) Contractor's use of respiratory protection and other protective equipment (PPE) and
 - 4) Qualitative or quantitative monitoring protocols, personal and area monitoring equipment, and contaminant action levels.
- F) Attach copies of certified documentation of "Hazard Assessment and Equipment Selection" required by 29 CFR 1910.132 (d)(2) that complies with 1910 Subpart I Appendix B for all tasks in the work-specific EHS Plan.
- G) Attach a copy of Contractor's written Hazard Communication Program that OSHA requires for the work-specific EHS Plan.

V) WORK-SPECIFIC ENVIRONMENTAL, HEALTH AND SAFETY ELEMENTS

- A) To address health and safety issues, the work-specific EHS Plan shall:
- 1) Describe criteria for upgrading or downgrading personal protective equipment (PPE) or modifying work practices to control hazardous exposures during the work;
 - 2) Describe criteria Contractor will use to set up exclusion zones, including physical barriers and decontamination zones, as needed to prevent spread of debris and restrict access of unauthorized persons to work areas;
 - 3) List equipment Contractor will use for routine and emergency on-site communication;
 - 4) Describe utility clearance and marking procedures to prevent damage to buried utilities, or to lines, piping, or cables located inside of walls and ceilings, if applicable;
 - 5) Describe decontamination and cleaning procedures for Contractor's employees and equipment to prevent the spread of debris. This includes procedures during work, at the end of each work day, and at the completion of the project before FIT's final inspection of the work area;
 - 6) Identify measures to manage dangerous environments, such as confined spaces, scaffold work greater than 10 feet, or articulated booms;
 - 7) List "Hot Work" procedures involved in the work of the project. This may include, but not be limited to, work such as welding, burning, open flames, tar melting or other type of melting pots, grinding that throws sparks. (See Appendix 1 - "Daily Safety Management Work Permit");
 - 8) Identify the need for air monitoring or special testing to carry out the work. Include a listing of monitoring equipment or special tests and the Action Levels that Contractor will apply to project work;
 - 9) Describe safety procedures for excavations more than four 4 feet deep and sloping or shoring procedures where excavations will exceed 5 feet deep;
 - 10) Describe fire protection and explosive hazard review;
 - 11) List the name and address of Contractor's on-contract Confined Space rescue team;
 - 12) Describe spill control procedures for chemical products Contractor will have on-campus during work. Include a listing of spill control or containment supplies that Contractor will have on-hand in case of a spill;
 - 13) Describe the need for site coordination with FIT employees, other contractors on-site and other adjacent work groups. This includes identification of hazardous energy Lock Out and Tag Out

requirements to make to work area safe and

- 14) Provide a listing of other safety equipment that Contractor will have on site during the work of the project.
- B) To address oil, chemical and waste management issues, the work-specific EHS Plan shall:
- 1) Provide estimates of the types and amounts of waste (both hazardous and non-hazardous) that Contractor anticipates the work will generate. As applicable, provide a copy of a waste analysis plan that lists the types of analysis required, the USEPA SW-846 method number and the method detection limits;
 - 2) Provide facility name, USEPA ID number, and a contact name for each facility that will transport and dispose of each of the waste streams identified above. Provide this information for any facility that will dispose of residuals from the treatment of project waste, as applicable;
 - 3) On a copy of a drawing that will be provided by FIT, identify location where Contractor proposes to accumulate waste during work, to set-up exclusion zones and to provide employee decontamination areas;
 - 4) Provide a statement that describes the methods that Contractor will use to minimize the amount of waste generated from the work of the project;
 - 5) Provide a tabular listing, along with copies of Safety Data Sheets (SDS), for any chemical products that Contractor intends to store or use on-site during the work. The listing shall include the product name, manufacturer's name, type, amounts, intended storage location on FIT site, the specific use of the chemical and identification of any NYCDEP/USEPA regulated hazardous substances that Contractor intends to store or use on-site during the work. In all cases, Contractor must submit the listing before chemical products are delivered to the FIT campus;
 - 6) On a copy of a drawing that will be provided by FIT, identify location where Contractor proposes to store chemical products on-site during work;
 - 7) Identify the need, if any, to amend existing FIT emergency contingency planning documents. Such documents include, but are not limited to: Spill Prevention Control and Countermeasure Plan, Spill Prevention Report, Right-to-Know Survey and
 - 8) List permits and Certificates of Fitness (NYCDEP, NYSDEC, USEPA, FDNY) needed to carry-out the scope of work and have copies on-site of permits and Certificates to carry-out project work.

VI) ON-SITE DOCUMENTATION

- A) Contractor shall record initial and daily safety-related procedures on Table 3. These shall include:

- 1) Before start of the work, FIT's Project Manager will conduct a FIT Hazard Communication briefing for Contractor's employees;
 - 2) Before start of the work, FIT's Project Manager and Contractor's on-site EHS Coordinator shall conduct a briefing for FIT employees in areas adjacent to work areas about proposed work;
 - 3) Review of FIT Emergency Evacuation Procedures;
 - 4) Listing of initial and ongoing project status meetings on-site with FIT Project Manager to address EHS concerns safety and health and
 - 5) Scheduled and unscheduled employee safety briefings, toolbox talks.
- B) Contractor shall provide a summary of the on-site EHS Coordinator's EHS-related training and experience relevant to the work of the project.
- C) Contractor's employees shall sign-in daily with FIT Security in the A-Building Lobby.
- D) For each work shift necessary to complete the project, Contractor's on-site EHS Coordinator shall open and fill out the "Daily Safety Management Work Permit" (See Appendix 1) at the start of each work shift and close the Permit at the end of each work shift.

VII) EMERGENCY RESPONSE PLANNING

Contractor shall review the summary of the Emergency Response Contact Names listed on Table 4 and provide the information as follows:

- A) On a site map that will be provided by FIT, identify the primary and secondary routes for the evacuation of Contractor's employees, including the "rally point" where Contractor's employees will assemble and carry-out an accountability check in case of an evacuation;
- B) List emergency response contacts with titles and telephone numbers. Contractor shall immediately call FIT Security and the FIT Project Manager in the event of a spill of oil, chemicals, waste water, or hazardous materials;
- C) Identify the name, address and route to nearest hospital or Contractor's wellness center and
- D) Provide a listing of emergency equipment for first aid, personal protection, spill response, fire protection and rescue.

TABLE 2

ON-SITE SUPERVISORY PERSONNEL of 2

Page 1

TITLE	: NAME(S) AND ON-SITE PHONE NUMBER
On-site EHS Coordinator	:
Contractor Project Managers	:
FIT's Project Manager(s)	:
<p><u>Contractor's Competent Persons</u></p>	<p>List all that Apply – Indicate not applicable areas for department /project work as “NA” For subcontractor employees, place subcontractor firm name in parenthesis after the employee's name</p>
<ul style="list-style-type: none"> • Confined Spaces 	:
<ul style="list-style-type: none"> • Excavations 	:
<ul style="list-style-type: none"> • Industrial Hygiene 	:
<ul style="list-style-type: none"> • Electrical--Lock Out/Tag Out 	:
<ul style="list-style-type: none"> • PPE, Respiratory Protection 	:
<ul style="list-style-type: none"> • Hazard Communication (Required for each department and project. Identify responsible employee for each subcontractor) 	:
<ul style="list-style-type: none"> • Fall Protection 	:
<ul style="list-style-type: none"> • Scaffolds 	:
<ul style="list-style-type: none"> • Cranes & Derricks 	:
<ul style="list-style-type: none"> • Blasting & Use of Explosives 	:

TABLE 2 (Cont'd)

ON-SITE SUPERVISORY PERSONNEL

Page 2 of 2

- Asbestos (Attach copies of Company license, supervisor and handler certificates for all employee that will perform work) :

- Lead

- Silica

- Hot Work (Complete and submit permits daily - see Appendix 1)

- FDNY Certificate of Fitness-Torch Operations

- FDNY Certificate of Fitness-Fire Guard

- FDNY Certificate of Fitness-Fire proofing

- FDNY Certificate of Fitness-Powder Activated Tools

- FDNY Certificate of Fitness-Air Compressors_____

- FDNY Certificate of Fitness-Use of LPG and Use in Tar Kettles

- FDNY REFRIGERATING SYSTEM OPERATING ENGINEER

- FDNY Certificate of Fitness-Other_____

- FDNY Certificate of Fitness-Other_____

-

-

TABLE 4

EMERGENCY CONTACT NAMES & TELEPHONE NUMBERS

1

TITLE	CONTACT NAME	EMERGENCY PHONE NUMBERS
Contractor: MAIN OFFICE		
Contractor President:		
On-site EHS Coordinator		
FIT Facilities Management	Executive Director: George Jefremow Assoc. Executive Director: Allen King	Phone: 212-217-4423 Phone: 212-217-4424
FIT Environmental, Health and Safety Department	Director: Paul DeBiase paul_debiase@fitnyc.edu Acting Coordinator: Kathy Espinoza-Caraba kathy_espinozacaraba@fitnyc.edu	Phone: 212-217-3752 Phone: 212-217-3754
Contractor Project Manager(s)		
FIT Public Safety	Central Control	212-217-7777, or Use Red Phone
Occupational Safety And Health Administration, – Area Director	Provide Zip Code for the location of Accident	800-321-6742
Location of nearest hospital and/or contractor’s wellness center		
Rally Point and Accountability Check Location	In case of Building Evacuation Alarm	

Note: Call FIT Central Control at 212-217-7777 in case or any emergency such as fire, chemical spills, injury requiring medical treatment, or exposure of contractor or FIT personnel to fumes, vapors, or dusts.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Fashion Institute of Technolog
Sammy Li, Deputy Director of Purchasing
227 W 27th St
New York NY 10001

Schedule Year 2022 through 2023
Date Requested 09/16/2022
PRC# 2022010668

Location Kaufman Hall
Project ID# C1556
Project Type Provide labor to complete the Kaufman Hall Access Control installation project.

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 2022 through June 2023. 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.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Fashion Institute of Technolog
Sammy Li, Deputy Director of Purchasing
227 W 27th St
New York NY 10001

Schedule Year 2022 through 2023
Date Requested 09/16/2022
PRC# 2022010668

Location Kaufman Hall
Project ID# C1556
Project Type Provide labor to complete the Kaufman Hall Access Control installation project.

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, <https://dol.ny.gov/public-work-and-prevailing-wage>

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:

<https://dol.ny.gov/public-work-and-prevailing-wage>

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

09/01/2022

JOB DESCRIPTION Asbestos Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022

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

09/01/2022

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: 07/01/2022

Boilermaker \$ 63.38
Repairs & Renovations 63.38

SUPPLEMENTAL BENEFITS

Per Hour:

Boilermaker 32% of hourly
Repair \$ Renovations Wage Paid
+ \$ 25.38

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

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

HOLIDAY

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

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following 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) 32% of Hourly Wage Paid Plus Amount Below

1st Term	\$ 19.41
2nd Term	20.26
3rd Term	21.11
4th Term	21.96
5th Term	22.82
6th Term	23.68
7th Term	24.52

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

4-5

Carpenter

09/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2022

Piledriver \$ 58.16
 + 9.54*

Dockbuilder \$ 58.16
 + 9.54*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 44.54

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
\$24.60	\$30.20	\$38.58	\$46.97
+ 5.05*	+ 5.05*	+ 5.05*	+ 5.05*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All Terms: \$ 31.03

Carpenter **09/01/2022**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2022

Carpet/Resilient

Floor Coverer \$ 55.05
+ 8.25*

*This portion is not subject to overtime premiums

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 39.40

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
	\$ 24.80	\$ 27.80	\$ 32.05	\$ 39.93
	+ 1.85*	+ 2.35*	+ 2.85*	+ 3.85*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

	1st	2nd	3rd	4th
	\$ 14.80	\$ 15.80	\$ 18.90	\$ 19.90

8-2287

Carpenter **09/01/2022**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022

Marine Construction:

Marine Diver \$ 73.03
+ 9.54*

Marine Tender \$ 62.11
+ 9.54*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 44.54

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	\$ 24.60 + 5.05*
2nd year	30.20 + 5.05*
3rd year	38.58 + 5.05*
4th year	56.97 + 5.05*

*This portion is not subject to overtime premiums

Supplemental Benefits
 Per Hour:

All terms \$ 31.03

8-1456MC

Carpenter

09/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2022

Building	
Millwright	\$ 57.80 + 12.62*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 43.16

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.
\$31.24	\$36.69	\$42.14	\$53.04
+ 6.75*	+ 7.92*	+ 9.09*	+ 11.43*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$29.01	\$31.54	\$34.72	\$39.14

8-740.1

Carpenter

09/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2022

Timberman

\$ 53.05
 + 10.01*

*This portion not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2022

\$ 43.75

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
	\$22.42	\$27.53	\$35.18	\$42.84
	+ 5.30*	+ 5.30*	+ 5.30*	+5.30*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All terms \$ 30.74

8-1556 Tm

Carpenter

09/01/2022

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, TompkinsCorner, 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:

07/01/2022

10/18/2022

Core Drilling:

Driller

\$ 42.27
 + 2.30*

\$ 43.38
 + 2.50*

Driller Helper

33.47
 + 2.30*

34.47
 + 2.50*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 15% above wage rate per hour

For Level B, an additional 15% above wage rate per hour

For Level A, an additional 15% above wage rate per hour

Note: When required to work on water: an additional \$ 3.00 per hour.

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 28.30 \$ 28.85

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter

09/01/2022

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: 07/01/2022

Show Exhibit \$ 55.00
 + 9.50**

Bldg. Carpenter* \$55.05
 + 8.25**

* Not applicable in Putnam County

**This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour worked:

Show Exhibit \$ 44.20

Bldg. Carpenter 39.40

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.
\$22.00	\$27.50	\$35.75	\$44.00
+ 4.75*	+ 4.75*	+ 4.75*	+ 4.75*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All terms \$ 30.25

Wages per hour: Bldg. Carpenter

(1) year terms:

1st	2nd	3rd	4th
\$19.80	\$22.80	\$27.05	\$34.93
+ 1.85*	+ 2.30*	+ 2.80*	+ 3.80*

*This portion is not subject to overtime premiums.

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$14.82	\$15.87	\$18.97	\$19.97

8-EXHIB

Carpenter - Building High Rise Concrete Form Work

09/01/2022

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: 07/01/2022
 Building High Rise:

Concrete Carpenter A \$ 50.78
 + 8.43**

Concrete Carpenter B* \$ 40.19
 + 1.85**

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

**This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Concrete Carpenter A \$ 35.86
 Concrete Carpenter B \$ 15.75

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
	\$ 18.27	\$ 24.70	\$ 31.28	\$ 38.90
	+ .65*	+ 1.78*	+ 1.91*	+ 2.06*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

Concrete Carpenter:
 Apprentices All Terms
 \$ 15.75

8-NYC Bldg/212

Carpenter - Heavy&Highway

09/01/2022

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: 07/01/2022

Heavy & Highway
 Carpenter \$ 58.16
 + 9.54*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour worked:

Heavy & Highway
 Carpenter \$ 44.54

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	\$ 24.60	\$ 30.20	\$ 38.58	\$ 46.97
	+ 5.05*	+ 5.05*	+ 5.05*	+ 5.05*

*This portion is not subject to overtime premiums

Supplemental Benefits:

Per Hour:
 All terms
 \$ 31.03

8-NYC H/H

Electrician

09/01/2022

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2022	01/01/2023
Tree Trimmer	\$ 33.22	\$ 34.21
Ground Person	20.69	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	\$ 12.44	\$ 12.81
Ground Person	7.75	7.75

OVERTIME PAY

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

*Worked performed on Sundays & Holidays 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.

Electrician **09/01/2022**

JOB DESCRIPTION Electrician **DISTRICT 9**

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

WAGES

Per hour:	07/01/2022	04/12/2023
Electrician	\$ 31.25	\$ 31.25
Telephone	31.25	31.25

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:	07/01/2022	04/12/2023
	\$ 25.30	\$ 26.55
	27.28*	28.52*

* 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 **09/01/2022**

JOB DESCRIPTION Electrician **DISTRICT 9**

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

WAGES

Per hour:	07/01/2022	03/09/2023
Service Technician	\$ 35.40	\$ 36.40

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:	\$ 20.18	\$ 21.07

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

9-3H

Electrician **09/01/2022**

JOB DESCRIPTION Electrician **DISTRICT 9**

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

WAGES

Per Hour:	07/01/2022	04/13/2023
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Electrician Audio/Sound and Temporary Light/ Power	\$ 59.00	\$ 61.00
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Evening(Swing Shift):

Electrician Audio/Sound and Temporary Light/ Power	69.23	71.57
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Night (Graveyard Shift):

Electrician Audio/Sound and Temporary Light	77.54	80.17
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Solar-Photovoltaic Systems

Group 1 All tasks not listed in Group 2	59.00	61.00
--	-------	-------

Group 2	31.25	31.25
---------	-------	-------

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 PV 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	\$ 61.50 65.22*	\$ 63.84 67.69*
Swing Shift:	69.97 74.34*	72.58 77.10*
Graveyard Shift:	77.12 82.01*	79.96 85.02*
Temporary Light/Power:	28.10 31.16*	28.56 31.81*
Group 1:	61.50 65.22*	63.84 67.69*
Group 2:	25.30 27.28*	26.55 28.52*

* 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:	07/01/2022	04/13/2023
0-6 mos.	\$ 18.00	\$ 18.00
7-12 mos.	18.50	18.50
Second term:		
0-6 mos.	19.50	19.50
7-12 mos.	20.50	20.50
Third term:		
0-6 mos.	21.50	21.50
7-12 mos.	22.50	22.50
Fourth term:		
0-6 mos.	23.50	23.50
7-12 mos.	25.50	25.50
Fifth term/MIJ:		
0-12 mos.	26.75	26.75
13-18 mos.	31.25	31.25

Supplemental Benefits per hour:

One (1) year terms:

First Term:	Regular	Overtime	Regular	Overtime
0-6 mos.	\$ 15.68	\$ 16.88	\$ 16.68	\$ 17.87
7-12 mos.	15.94	17.17	16.69	17.92
Second Term:				
0-6 mos.	16.47	17.76	17.48	18.78
7-12 mos.	16.99	18.35	17.74	19.10
Third Term:				
0-6 mos.	17.52	18.94	18.56	19.98
7-12 mos.	18.04	19.53	18.79	20.28
Fourth Term:				
0-6 mos.	18.56	20.12	19.63	21.19
7-12 mos.	19.61	21.30	20.36	22.05
Fifth Term/MIJ:				
1-12 mos.	22.88	24.57	24.13	25.82
13-18 mos.	25.30	27.28	26.55	28.52

9-3

Electrician - Highway and Street Lighting, Traffic Signals and Controls

09/01/2022

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

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

WAGES

Per hour:

	07/01/2022	04/19/2023
Electro Pole Electrician	\$ 59.00	\$ 61.00
Electro Pole Foundation Installer	44.66	46.66
Electro Pole Maintainer	38.61	40.61

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2022	04/19/2023
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Electro Pole Electrician	\$ 63.50	\$ 65.91
	67.23*	69.77*
Electro Pole Foundation Installer	48.04	50.05
	50.86*	53.00*
Electro Pole Maintainer	43.40	45.40
	45.83*	47.97*

* 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

09/01/2022

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:

	07/01/2022	03/17/2023
Elevator Constructor	\$ 75.14	\$ 77.49
Modernization & Service/Repair	59.09	60.89

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor	\$ 43.914	\$ 45.574
Modernization & Service/Repairs	42.787	44.412

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, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.
 Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

6 MONTH TERMS:

1st Term* 50%	2nd & 3rd Term* 50%	4th & 5th Term 55%	6th & 7th Term 65%	8th & 9th Term 75%
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SUPPLEMENTAL BENEFITS

Elevator Constructor

1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	34.772	36.024
4th & 5th Term	35.606	36.943
6th & 7th Term	37.052	38.448
8th & 9th Term	38.497	39.953

Modernization & Service/Repair

1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	34.672	35.694
4th & 5th Term	35.195	36.525
6th & 7th Term	36.571	37.948
8th & 9th Term	37.938	39.38

4-1

Glazier

09/01/2022

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:	7/01/2022	11/01/2022
		Additional
Glazier	\$ 59.59	\$ 1.25
*Scaffolding	61.55	
Glass Tinting & Window Film	30.11	
**Repair & Maintenance	30.11	

*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:	7/01/2022
Journeyworker	\$ 37.55
Glass tinting & Window Film	22.01
Repair & Maintenance	22.01

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:	7/01/2022	11/01/2022
1st term	\$ 21.15	TBD

2nd term	29.07
3rd term	35.20
4th term	47.38

Supplemental Benefits:

(Per hour)

1st term	\$ 17.15
2nd term	24.42
3rd term	27.06
4th term	32.15

8-1087 (DC9 NYC)

Insulator - Heat & Frost

09/01/2022

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022 06/01/2023

Insulators		Additional
Heat & Frost	\$ 70.01	\$ 1.10/Hr.

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators	\$ 35.16
Heat & Frost	

OVERTIME PAY

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

* 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.

Wages Per Hour:

1st	2nd	3rd	4th
\$ 28.00	\$ 35.02	\$ 42.01	\$ 49.02

Supplemental Benefits:

\$ 14.06	\$ 17.59	\$ 21.10	\$ 24.62
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4-12

Ironworker

09/01/2022

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022 01/01/2023

Stone Derrickmen Rigger	\$ 72.26	Additional + \$ 1.64
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Stone Handset Derrickman	70.11	+ \$ 1.11
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SUPPLEMENTAL BENEFITS

Per hour:

Stone Derrickmen Rigger	\$ 42.10
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Stone Handset Derrickman	42.09
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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:

Stone Derrickmen Rigger:

	1st	2nd	3rd	4th
07/01/2022	\$ 35.58	\$ 50.89	\$ 56.71	\$ 62.48

Supplemental benefits:

Per hour:

07/01/2022	21.61	31.97	31.97	31.97
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Stone Handset:

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

	1st	2nd	3rd	4th
07/01/2022	34.50	49.43	54.99	61.00

Supplemental benefits:

Per hour:

07/01/2022	21.60	31.96	31.96	31.96
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9-197D/R

Ironworker

09/01/2022

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022 01/01/2023

Ornamental	\$ 46.65	Additional
Chain Link Fence	46.65	\$ 1.25
Guide Rail	46.65	

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 62.04

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 after 9/1/18:

1 year terms

1st Term	\$ 20.63
2nd Term	24.22
3rd Term	27.80
4th Term	31.38

Supplemental Benefits per hour:

1st Term	\$ 17.90
2nd Term	19.15
3rd Term	20.41
4th Term	21.67

4-580-Or

Ironworker

09/01/2022

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

	07/01/2022	01/01/2023
Ironworker:		Additional
Structural	\$ 55.70	\$ 1.75
Bridges		
Machinery		

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman \$ 85.35

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	\$ 28.97
2nd	29.57
3rd - 6th	30.18

Supplemental Benefits

PER HOUR PAID:

All Terms \$ 59.18

4-40/361-Str

Ironworker

09/01/2022

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:

	07/01/2022	07/01/2023
Reinforcing & Metal Lathing	\$ 56.90	Additional \$ 1.50
"Base" Wage	\$ 55.20 plus \$ 1.70	

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

SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing & Metal Lathing \$ 41.18

OVERTIME PAY

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

*Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half	\$ 47.68
Double Time	\$ 54.18

HOLIDAY

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

*Note: Work performed after first 4 Hours.

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 23.60	\$ 24.60	\$ 37.18
"Base" Wage \$ 21.00 plus \$1.55	\$ 22.00 plus \$1.60	\$ 23.00 plus \$1.60	\$ 35.60 plus \$1.58

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

SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 18.17	\$ 17.17	\$ 16.22	\$ 22.50

4-46Reinf

Laborer

09/01/2022

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2022 07/01/2023

Laborer/Excavation		Additional
**Asbestos and Lead Abatement & Removal, Hazardous Waste Removal (including soil)	\$ 44.00	\$ 2.30
Basic	44.00	
Flagman	44.00	
Pipelayer	44.00	
*Tree Work, *Landscape	44.00	

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

** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 50.43

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.

07/01/2022

1st	0 - 1000	\$ 22.00
2nd	1001-2000	26.40
3rd	2001-3000	33.00
4th	3001-4000	39.60

Supplemental Benefits per hour:

All Apprentices 50.43

9-731Ex

Laborer

09/01/2022

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) 07/01/2022

Laborer (Tunnel)-FREE AIR:

Group 14	\$ 71.94
Group 16	68.80
Group 17*	63.59

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	\$ 51.27
GROUP 16	49.16
GROUP 17	45.51

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

09/01/2022

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2022

Laborer:

Laborer-Concrete

(including flag person) \$ 42.53
 + \$6.75*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS

Per Hour

\$ 19.70
 + \$8.00**

** This portion subjected to overtime premiums only on codes (E,Q)

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 based on hours listed:

1st	2nd	3rd
0-1334	1334-2668	2669-4000
\$ 19.04	\$ 21.26	\$ 26.83
+\$1.99*	+\$5.82*	+\$6.30*

* This portion is not subjected to overtime premiums.

Supplemental Benefits:

Per hour:

\$ 12.20	\$ 16.20	\$ 16.20
+\$2.00*	+\$2.45*	+\$3.55*

Journeyworker rate applies after 4000 hours

*This portion subjected to same premium as wages.

9-6A/18A/20-C

Laborer - Building

09/01/2022

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2022 01/01/2023
 Additional

Basic Laborer and
 Mason Tender \$ 42.70* \$ 1.25

*Before calculating premium wage deduct \$2.75

SUPPLEMENTAL BENEFITS

Per hour:

Basic Laborer and
 Mason Tender \$ 29.24

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 07/01/2022	\$ 21.45*	\$ 23.40*	\$ 24.90*	\$ 27.40*

*Before calculating premium wage deduct \$0.50

Supplemental Benefits per hour:

07/01/2022
 All Terms \$ 10.32

9-MTDC(79)

Laborer - Building

09/01/2022

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2022

Skilled Interior Demolition Laborer: \$ 39.19*
 General Interior Demolition Laborer: 28.38**

* Before calculating overtime wages deduct \$1.50

**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: 24.60
 General Interior Demolition Laborer: 18.92

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
\$ 21.20*	\$ 23.15*	\$ 24.65*	\$ 27.15*

* Before calculating overtime wages deduct \$0.50

Supplemental Benefits per hour:

All Terms: 10.32

9-MTDC (79-ID)

Laborer - Building **09/01/2022**

JOB DESCRIPTION Laborer - Building **DISTRICT 9**

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

WAGES

Per hour:	07/01/2022	01/01/2023
Building:		Additional
Plasterer Tender and Spray Fireproofing Tender	\$ 42.70*	\$ 1.25

* Before calculating overtime wages deduct \$2.75.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker \$ 29.24

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.

1st	2nd	3rd	4th
\$21.45*	\$23.40*	\$24.90*	\$27.40*

* Before calculating overtime wages deduct \$ 0.50

Supplemental Benefits per hour:

07/01/2022
All Terms: \$ 10.32

9-30 (79)

Laborer - Building **09/01/2022**

JOB DESCRIPTION Laborer - Building **DISTRICT 4**

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

WAGES

Per Hour:	07/01/2022
Asbestos, Lead and Hazardous Material Abatement Laborer (Re-Roofing Removal See Roofer)	\$ 38.05

NOTE: Asbestos removed from Mechanical Systems not to be scrapped
See Asbestos Worker

SUPPLEMENTAL BENEFITS

Per Hour:

Laborer \$ 19.10

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:

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

SUPPLEMENTAL BENEFIT

Per Hour:

ALL TERMS \$ 14.25

4-NYDC(78)

Laborer - Building

09/01/2022

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2022

Skilled Demolition Laborer: \$ 41.08*
General Demolition Laborer: 29.66**

*Before calculating overtime wages deduct \$2.85
**Before calculating overtime wages deduct \$2.20

**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: \$ 28.12
General Demolition Laborer: 21.18

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.

07/01/2022

1st	2nd	3rd	4th
\$ 21.20*	\$ 23.15*	\$ 24.65*	\$ 27.15*

*Before calculating overtime wages deduct \$0.40

Supplemental Benefits per hour:

All Terms: \$ 10.27

9-79/95

Laborer - Concrete & Asphalt Paving

09/01/2022

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: 07/01/2022

Concrete Formsetter	\$ 55.10
Asphalt Screedman / Micro Paver	55.70
Asphalt Raker	55.10
Group 1	51.23
Group 2	51.23

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 43.44

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, *11, 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
\$ 37.11	\$ 38.75

Supplemental Benefits per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 17.15	\$ 17.15

9-1010H/H

Laborer - Trac Drill

09/01/2022

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: 07/01/2022

Group 1	\$ 44.00
Group 2	51.35
Group 3	50.52
Group 4	57.21

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications 50.43

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.

07/01/2022

1st	0 - 1000	\$ 22.00
2nd	1001-2000	26.40
3rd	2001-3000	33.00
4th	3001-4000	39.60

Supplemental Benefits per hour:

All Apprentices 50.43

9-731/29

Laborer - Tunnel

09/01/2022

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)

07/01/2022

Laborer(Compressed Air):

GROUP 5	\$ 75.42
GROUP 6	72.73
GROUP 7	71.52
GROUP 8,9	70.09

GROUP 10 61.62

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	\$ 53.35
GROUP 6	51.70
GROUP 7	50.66
GROUP 8,9	49.85
GROUP 10	47.25

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 **09/01/2022**

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2022	07/01/2023
Brick/Block Layer	\$ 65.23	Additional \$ 2.41
Base Wage for OT Calculation	54.18	

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 30.60

OVERTIME PAY

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

Note: OT Calculated on Base Wage plus \$ 11.10/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 Journey workers "Base Wage" plus \$ 6.35/hr.:

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

Supplemental Benefits per hour:

All Apprentices \$ 21.45

4-1Brk

Mason - Building **09/01/2022**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building

07/01/2022

Wages per hour:

Mosaic & Terrazzo Mechanic \$ 59.21

Mosaic & Terrazzo Finisher 57.60

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic \$ 26.21*
 + \$11.73

Mosaic & Terrazzo Finisher \$ 26.21*
 + \$11.72

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

07/01/2022- Deduct \$7.00 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:

1st	2nd	3rd	4th	5th	6th
0- 1500	1501- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000
\$ 22.82	\$ 29.34	\$ 31.32	\$ 36.55	\$ 41.77	\$ 46.99

Supplemental Benefits per hour:

\$4.62*	\$5.94*	\$15.73*	\$18.35*	\$20.97*	\$23.59*
+\$6.56	+\$8.43	+\$11.24	+\$13.11	+\$14.99	+\$16.85

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

9-7/3

Mason - Building

09/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2022

12/05/2022

06/05/2023

Additional

Additional

Tile Setters \$ 62.41

\$ 0.73

\$ 0.73

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 26.06*
 + 10.04

*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
\$21.23	\$26.11	\$33.26	\$38.14	\$41.67	\$45.04	\$48.60	\$53.47	\$56.25	\$60.33

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.75*	\$18.30*	\$19.35*	\$19.40*	\$17.45*	\$22.80*
+\$.69	+\$.74	+\$.84	+\$.88	+\$1.28	+\$1.33	+\$1.70	+\$1.75	+\$5.90	+\$6.42

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

9-7/52

Mason - Building

09/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2022

Building-Marble Restoration:
 Marble, Stone & \$ 46.60

Terrazzo Polisher, etc

SUPPLEMENTAL BENEFITS

Per Hour:
 Journeyworker:

Building-Marble Restoration:
 Marble, Stone &
 Polisher \$ 29.77

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
\$ 32.61	\$ 37.28	\$ 41.94	\$ 46.60

Supplemental Benefits Per Hour:

27.07	27.97	28.87	29.77
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9-7/24-MP

Mason - Building **09/01/2022**

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: 07/01/2022

Marble Cutters & Setters \$ 62.17

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 38.27

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
\$ 24.88	\$ 27.97	\$ 31.08	\$ 34.17	\$ 37.29	\$ 40.39	\$ 43.51	\$ 46.61	\$ 52.82	\$ 59.05

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.55	\$ 22.04	\$ 23.52	\$ 25.01	\$ 26.47	\$ 27.96	\$ 29.42	\$ 30.91	\$ 33.86	\$ 36.81 9-7/4

Mason - Building **09/01/2022**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2022 12/05/2022 06/05/2023

Tile Finisher \$ 48.00 Additional \$ 0.59 Additional \$ 0.60

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 22.91*
+ \$9.86

* 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 **09/01/2022**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2022

Marble, Stone, etc.
Maintenance Finishers: \$ 27.01

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: \$ 14.40

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:

07/01/2022

0-750	\$ 21.67
751-1500	22.38
1501-2250	23.10
2251-3000	23.80
3001-3750	24.87
3751-4500	26.29
4501+	27.01

Supplemental Benefits:

Per hour:

0-750	11.52
751-1500	11.90
1501-2250	12.29
2251-3000	12.67
3001-3750	13.25
3751-4500	14.01
4501+	14.40

9-7/24M-MF

Mason - Building / Heavy&Highway

09/01/2022

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2022

Marble-Finisher \$ 48.97

SUPPLEMENTAL BENEFITS

Journeyworker:
per hour

Marble- Finisher \$ 35.76

OVERTIME PAY

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

Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
 When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway

09/01/2022

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022

Cement Mason \$ 53.77

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 34.16
 1.5 X overtime rate \$ 61.70
 2 X overtime rate \$ 68.32

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

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 \$ 19.92
 2nd Term \$ 24.82
 3rd Term \$ 30.22

Supplement Benefits per hour paid:

		1.5X OT	2X OT
1st Term	\$ 14.36	\$ 21.55	\$ 28.72
2nd Term	\$ 14.66	\$ 22.00	\$ 29.32
3rd Term	\$ 14.77	\$ 22.16	\$ 29.54

4-780

Mason - Building / Heavy&Highway

09/01/2022

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:

	07/01/2022	05/01/2023
Stone Setter	\$ 69.72	Additional \$ 2.17
Base Rate	52.06	

Stone Tender 52.12
 Base Rate 44.54

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter \$ 37.07

Stone Tender 21.35

OVERTIME PAY

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

Base Rates are use to Calculate Overtime Premiums then adding in:

\$16.70/Hr. for Stone Setter and \$7.58/Hr. for Stone Tender

* 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 of day

REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus \$8.16:

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

Supplemental Benefits:

All Apprentices \$ 23.95

4-1Stn

Mason - Heavy&Highway

09/01/2022

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022

Pointer, Caulkers & Cleaners \$ 59.09

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers \$ 31.22

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
\$ 29.86	\$ 33.74	\$ 39.02	\$ 47.05

Apprentices Supplemental Benefits:

(per hour paid)	1st	2nd	3rd	4th
	\$ 15.30	\$ 19.85	\$ 23.60	\$ 24.60

4-1PCC

Operating Engineer - Building

09/01/2022

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) 07/01/2022

Building Construction:

Party Chief \$ 76.64
Instrument Man 60.50
Rodman 40.64

Steel Erection:

Party Chief 79.41
Instrument Man 62.85
Rodman 43.48

**Heavy Construction-NYC counties only:
(Foundation, Excavation.)**

Party Chief 84.60
Instrument man 63.79
Rodman 54.52

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Building Construction \$ 26.69* +\$ 7.40

Steel Erection 27.29* +\$ 7.40

Heavy Construction 25.25* +\$ 7.15

* 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**

09/01/2022

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 job site), 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, Gunite 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, Liebherr, 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: 07/01/2022

Steel Erection:

Group 1	\$ 78.26
Group 2	73.64
Group 3	57.51

Building Construction:

Group 1	\$ 73.13
Group 2	58.08
Group 3	69.81
Group 4	53.34
Group 5	46.79

Heavy Construction:

Group 1	\$ 55.76
Group 2	57.01
Group 3	103.68
Group 4	80.71

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Building Construction	\$ 27.80* plus \$7.40
Steel Erection & Heavy	28.30* plus \$7.40

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

Non-Worked Holiday Supplemental Benefits:

23.47

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:

1st	2nd	3rd	4th.
\$ 36.11	\$ 42.97	\$ 46.40	\$ 49.83

Supplemental Benefits:

Per Hour:

All Terms \$ 12.55* Plus 7.40

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

9-15Ab

Operating Engineer - Building / Heavy&Highway

09/01/2022

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: 07/01/2022

Maintenance Engineer \$ 80.71
(Sewer Systems)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Journeyman 26.05*
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
\$36.11	\$42.97	\$46.40	\$49.83

Supplemental Benefits:

Per Hour:

All Apprentices: \$ 12.55* plus \$ 7.40

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

9-15Sewer

Operating Engineer - Building / Heavy&Highway

09/01/2022

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022 08/01/2022

Well Driller	\$ 39.45	\$ 40.63
Well Driller Helper	34.17	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:

Well Driller & Helper	10% of straight time rate plus \$ 13.50	10% of straight time rate plus \$ 13.50
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Additional \$ 4.25/Hr. 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:

1st Term	\$ 28.00	\$ 28.00
2nd Term	29.00	29.00
3rd Term	30.00	30.00

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms 10% of Wage + \$ 13.50

Additional \$4.25/Hr. for premium time hours worked.

4-138well

Operating Engineer - Building & Steel Erection

09/01/2022

JOB DESCRIPTION Operating Engineer - Building & Steel Erection

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2022

STEEL ERECTION:

Three Drum Derricks	\$ 101.88
Cranes, Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	98.19
Compressors, Welding Machines	61.54
Compressors (not combined with welding machines)	58.96

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes,	98.72
Double Drum	93.64
4 Pole Hoists and Single Drum Hoists	87.38

Fork Lifts, Plaster(Platform Machine)Plaster Bucket, Concrete Pumps and all other equipment used for hoisting	80.14
*House Cars and Rack & Pinion	70.75
*House Cars (New Projects)	58.07
Erecting and dismantling Cranes	88.24

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
 61.80

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: 07/01/2022

All Operator Classes \$ 24.65*
 plus \$ 6.20

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

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
07/01/2022	\$ 41.98	\$ 50.77	\$ 59.56

Supplemental Benefits Per Hour:

07/01/2022

Straight Time \$ 13.65*
 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

09/01/2022

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) 07/01/2022

Group 1	\$ 114.55
Group 2	95.85
Group 3	98.69
Group 4	96.50
Group 5	94.74
Group 6	91.28
Group 7	92.85
Group 8	90.39
Group 9	88.65
Group 10	85.08
Group 11	80.01
Group 12	81.61
Group 13	82.16
Group 14	74.51
Group 15	63.86
Group 16	59.91
Group 17	86.36
Group 18	59.57
Group 19	90.39
Group 20	88.27
Group 21	75.84
Group 22	88.27

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:

Groups 1-22	
Regular Time	\$ 24.65* plus \$ 6.20

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

Non-Worked Holiday Supplemental Benefits:

\$ 18.50

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
	41.98	50.77	59.56

Supplemental Benefits:

Per Hour:

Groups 1-22

Regular Time \$ 13.65*
 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

09/01/2022

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, Roustabout Cranes, Conveyors, 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) 07/01/2022

Group 23	\$ 83.31
Group 24	81.06
Group 25	77.28
Group 26	73.48
Group 27	53.11
Group 28	77.28

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:

Groups 23-28

Regular Time 26.05* 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
Groups 23-28	\$36.11	\$42.97	\$46.40	\$49.83

Supplemental Benefits:

Per Hour:

Groups 23-28

Regular Time \$ 12.55* 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

09/01/2022

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, 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:	07/01/2022	10/01/2022
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 42.66	\$ 43.94
CLASS A2 Crane Operator (360 swing)	38.02	39.16
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	36.89	38.00
CLASS B2 Certified Welder	34.73	35.77
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	33.78	34.79
CLASS C2 Boat Operator	32.69	33.67
CLASS D	27.16	27.97

Shoreman, Deckhand, Oiler,
Rodman, Scowman, Cook,
Messman, Porter/Janitor

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 11.40 plus 6% of straight time wage, Overtime hours add \$ 0.63	\$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 11.10 plus 6% of straight time wage, Overtime hours add \$ 0.48	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50
All Class D	\$ 10.80 plus 6% of straight time wage, Overtime hours add \$ 0.33	\$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38

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 **09/01/2022**

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: 07/01/2022
Survey Classifications

Party Chief	\$ 46.44
Instrument Man	38.60
Rodman	33.64

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 21.60

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 **09/01/2022**

JOB DESCRIPTION Painter **DISTRICT 8**

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

WAGES

Per hour:	07/01/2022
Brush	\$ 51.45*
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	51.45*
Spray & Scaffold	\$ 54.45*
Fire Escape	54.45*
Decorator	54.45*
Paperhanger/Wall Coverer	53.83*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:	
Paperhanger	\$ 33.15
All others	30.88
Premium	37.72**

**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:	07/01/2022
Appr 1st term...	\$ 19.95*
Appr 2nd term...	25.56*
Appr 3rd term...	31.00*
Appr 4th term...	41.52*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	
Appr 1st term...	\$ 15.22
Appr 2nd term...	18.90
Appr 3rd term...	21.81
Appr 4th term...	27.58

8-NYDC9-B/S

Painter **09/01/2022**

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Atlantic Beach, Ceaderhurst, 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:	07/01/2022
Drywall Taper	\$ 55.10

SUPPLEMENTAL BENEFITS

Per Hour:	
Journeyworker:	\$ 23.88

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

Wage per hour:

1st term	\$ 21.29
2nd term	27.84
3rd term	33.29
4th term	44.20

Supplemental Benefits per hour:

1st term	\$ 14.43
2nd term	18.16
3rd term	19.30
4th term	21.59

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel

09/01/2022

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:	07/01/2022	10/01/2022
	\$ 53.00	Additional
	+ 9.63*	\$ 3.00

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:

\$ 10.90
+ 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

1st year	\$ 21.20 + 3.86
2nd year	\$ 31.80 + 5.78
3rd year	\$ 42.40 + 7.70
Supplemental Benefits - Per hour:	
1st year	\$.25 + 12.24
2nd year	\$ 10.90 + 18.36
3rd year	\$ 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

09/01/2022

JOB DESCRIPTION Painter - Line Striping

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2022	07/01/2023
Striping-Machine Operator*	\$ 39.00	Additional \$ 3.00
Linerman Thermoplastic	43.00	
Flagger - Traffic Safety*	37.00	

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.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker	15.27
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OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 13) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

1st Term (1-2000 hours)	\$ 30.36
2nd Term (2001-4000 hours)	32.00

Supplemental Benefits per hour:

All Terms	15.27
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9-1010-LS

Painter - Metal Polisher

09/01/2022

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

	07/01/2022
Metal Polisher	\$ 37.78
Metal Polisher*	38.80
Metal Polisher**	41.78

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Journeyworker:
All classification \$ 11.24

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:

	07/01/2022
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	\$ 7.99
2nd year	7.99
3rd year	7.99

8-8A/28A-MP

Plasterer

09/01/2022

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2022
Building: Plasterer/Traditional & Spraying Fireproofing	\$ 51.00*

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker \$ 23.15

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:

1st term	\$ 28.19
2nd term	30.59
3rd term	35.88
4th term	38.43

Supplemental Benefits:

(per hour):

(800) hours term:

1st term	\$ 14.70
2nd term	15.60
3rd term	17.43
4th term	18.35

9-262

Plumber

09/01/2022

JOB DESCRIPTION Plumber

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2022

Plumber \$ 72.50

Temporary

Service** \$ 58.08

** 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:

Plumber \$ 41.45

Temporary

Service \$ 33.08

OVERTIME PAY

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

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
\$16.78	\$19.78	\$28.99	\$31.09	\$33.99	\$35.34	\$47.41

Supplemental Benefits:

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

1st	2nd	3rd-10th
\$5.43	\$6.43	\$21.95

9-1 Const

Plumber - Pump & Tank: Oil Trades Installation & Maintenance

09/01/2022

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

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

	07/01/2022
Pump & Tank	\$ 69.31

SUPPLEMENTAL BENEFITS

Per hour:

Plumber	\$ 26.33
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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

09/01/2022

JOB DESCRIPTION Plumber - Repairs & Maintenance

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

	07/01/2022
Repairs & Maintenance	\$ 47.50

*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	\$ 19.06
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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

09/01/2022

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2022	05/01/2023
		Additional
Roofer/Waterproofer	\$ 45.25	\$ 2.00
	+ \$7.00*	

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 30.62

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
	\$ 15.84	\$ 22.63	\$ 27.15	\$ 33.94
		+ 3.50*	+ 4.20*	+ 5.26*
Supplements:				
	1st	2nd	3rd	4th
	\$ 3.88	\$ 15.48	\$ 18.50	\$ 23.04

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker

09/01/2022

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2022
Sign Erector	\$ 53.79

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

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2022
Sign Erector	\$ 53.33

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:

07/01/2022

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

09/01/2022

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022

Sheetmetal Worker \$ 57.60

Temporary Operation or
 Maintenance of Fans
 47.33

SUPPLEMENTAL BENEFITS

Per Hour:
 Sheetmetal Worker \$ 49.24

Maintenance Worker
 49.24

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	\$ 20.19
3rd & 4th Term	25.96
5th & 6th Term	31.71
7th & 8th Term	40.37
9th Term	46.10

Per Hour: Supplemental Benifits

1st & 2nd Term	\$ 18.10
3rd & 4th Term	24.79
5th & 6th Term	29.25
7th & 8th Term	35.90
9th Term	40.37

4-28

Steamfitter

09/01/2022

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022

AC Service/Heat Service & Refrigeration \$ 43.85

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.

NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).

NOTE: Air Condition / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

SUPPLEMENTAL BENEFITS

Per Hour Worked:

AC Service/Heat Service \$ 19.96
Per Hour Paid: 16.45

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	\$ 21.23
2nd Term	25.63
3rd Term	29.85
4th Term	36.05

Benefits per hour Worked:	Per Hour Paid:	
1st Term	\$ 13.29	\$ 9.78
2nd Term	14.57	11.06
3rd Term	15.91	12.40
4th Term	17.72	14.21

4-638B-StmFtrRef

Steamfitter

09/01/2022

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022

Sprinkler/Steam AC/Heat Fitter \$ 68.61

Temporary Heat & AC Fitter 52.16

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

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam Fitter \$ 52.74

Temporary Heat & AC Fitter 43.29

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

OVERTIME PAY

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

Sprinkler/Steam	Wages \$ 137.22	Benefit \$ 103.50
Temp Heat/AC	Wages \$ 104.32	Benefit \$ 84.60

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
\$ 27.48	\$ 34.34	\$ 41.19	\$ 48.05	\$ 54.90

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 21.60	\$ 26.80	\$ 31.98	\$ 37.18	\$ 42.36

Premium Time Amounts:

41.52	51.86	62.18	75.52	82.84
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4-638A-StmSpFtr

Teamster - Heavy Construction

09/01/2022

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)

07/01/2022

Dump Trucks	\$ 43.835
Tractor Trailers	46.115
Euclid/Turnapull	46.68

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

SUPPLEMENTAL BENEFITS

Per Hour:

Dump Trucks	
Up to 40 Hours Worked	\$ 51.5525

ALL OTHERS	
Up to 40 Hours Worked	51.5025

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

09/01/2022

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 07/01/2022

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

(29) Juneteenth



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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By: _____

(Check Only One)

- Contracting Agency Architect or Engineering Firm Public Work District Office Date: _____

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

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

Telephone: ()

Fax: ()

E-Mail: _____

2. NY State Units (see Item 5)

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

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

Telephone:()

Fax: ()

E-Mail: _____

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

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE : _____

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT : _____

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

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

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT :

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

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

10. Name and Title of Requester _____

Signature



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

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

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

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

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYS DOL Bureau of Public Work Debarment List 09/12/2022

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
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	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		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
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	NYC	****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
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	****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
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		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****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	DOL	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026

NYSDOL Bureau of Public Work Debarment List 09/12/2022

Article 8

DOL	DOL	****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
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 CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG	****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
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	****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
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	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
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	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		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025

NYSDOL Bureau of Public Work Debarment List 09/12/2022

Article 8

DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
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		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	****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	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
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	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
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	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	****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023

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DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
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	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
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		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
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 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	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		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

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DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	AG	****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
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	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
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		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
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		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
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	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026

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DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
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	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
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	DOL	****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	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 BISSE SAR		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		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
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		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
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	****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	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026

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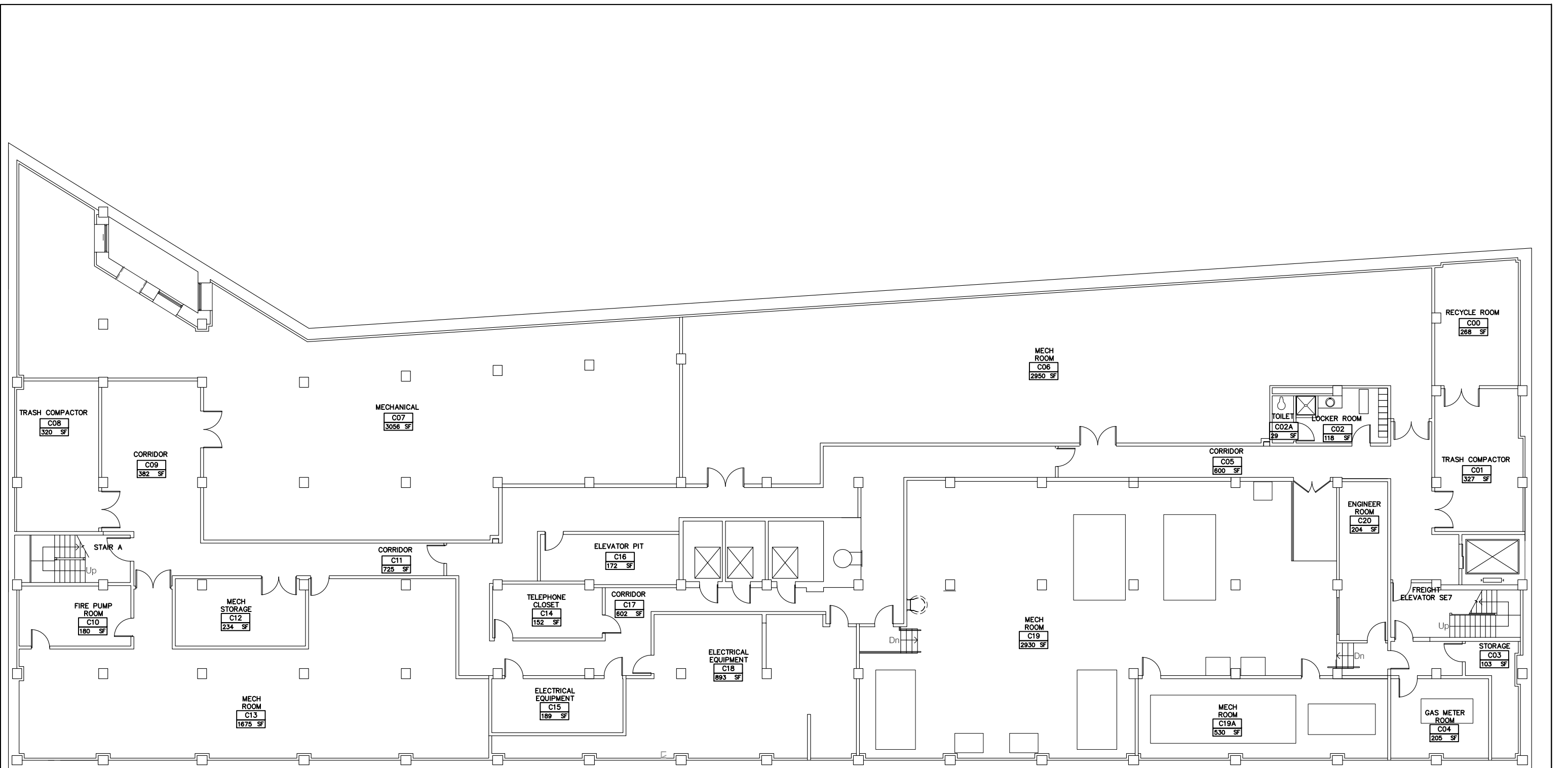
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
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	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL	****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANO, JR. A/K/A STEVE PAPASTEFANO, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
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	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026

NYSDOL Bureau of Public Work Debarment List 09/12/2022

Article 8

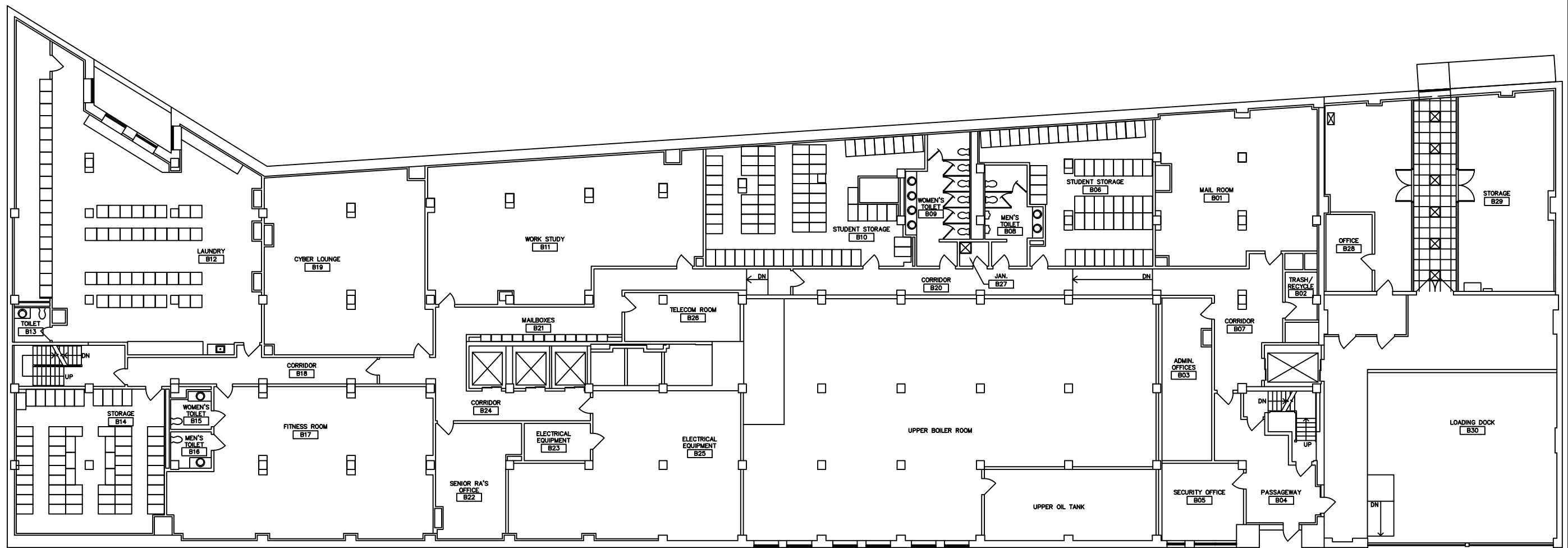
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
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	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
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	*****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 G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
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	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

EXHIBIT D: DRAWINGS



KAUFMAN - CELLAR

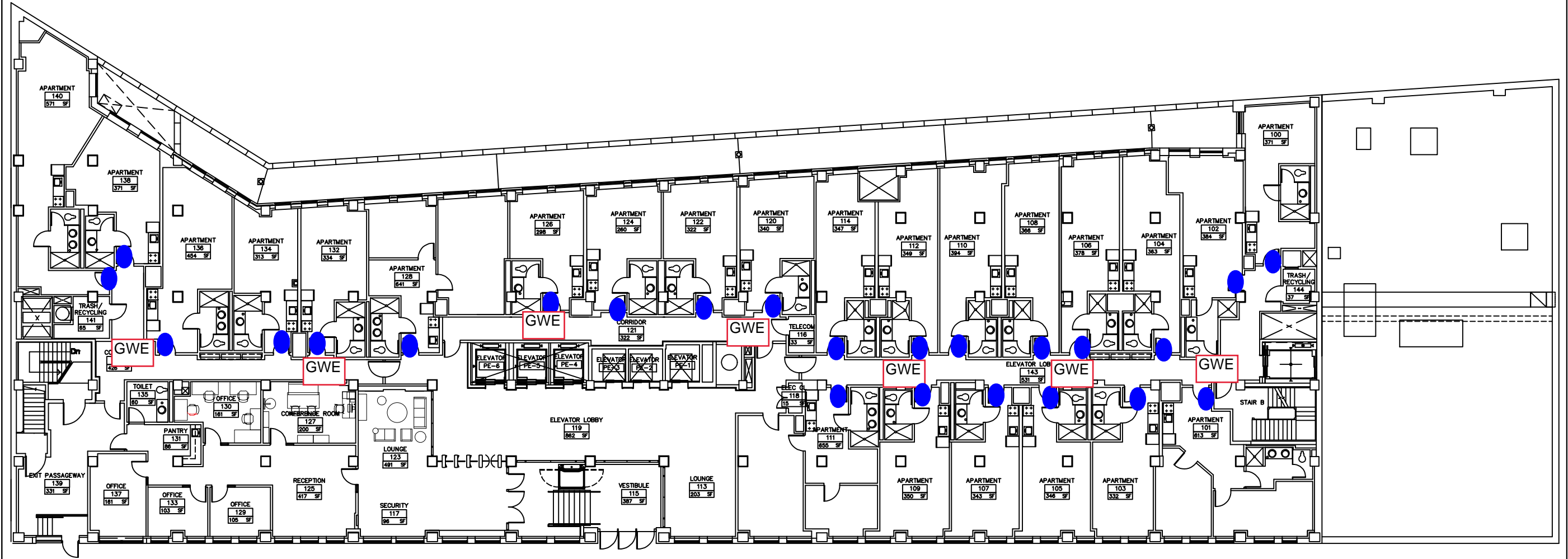
October 20, 2020



KAUFMAN - BASEMENT FLOOR

July 21, 2020

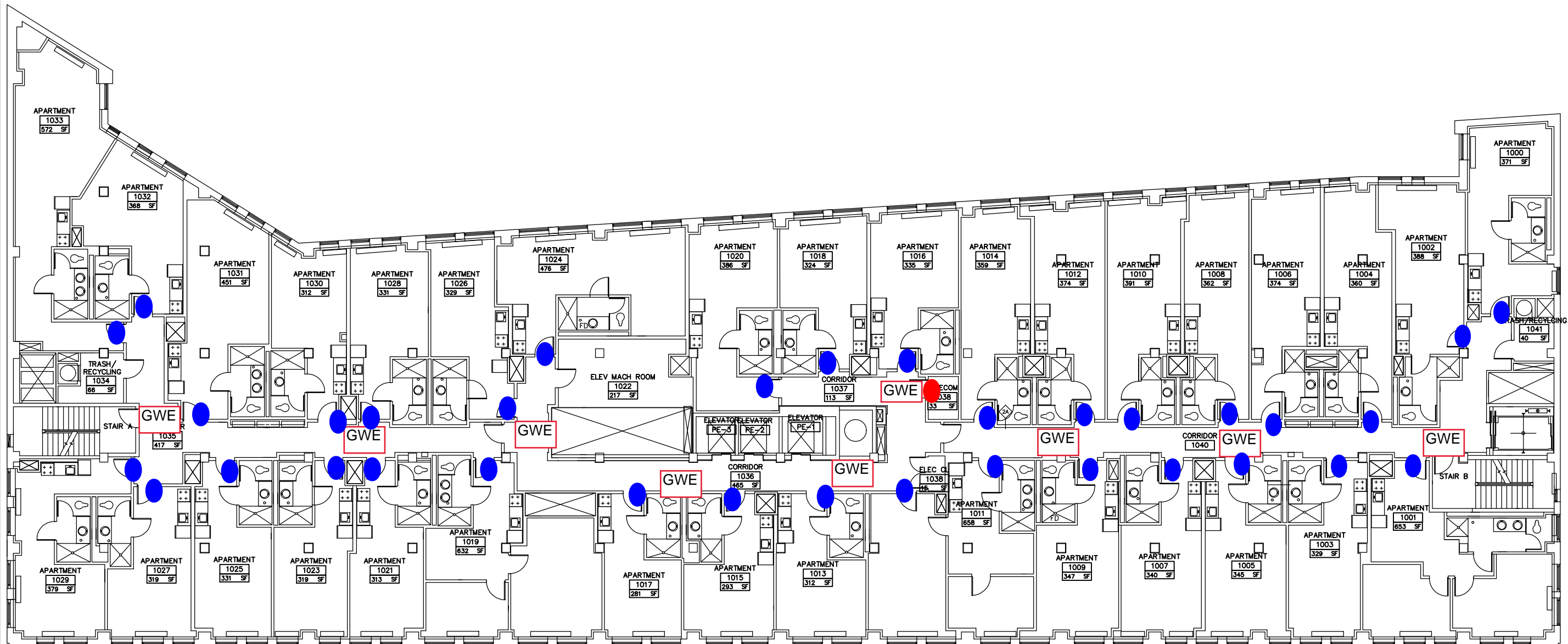
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1 x Other lock (LEBMS)
7 x Schlage Gateways



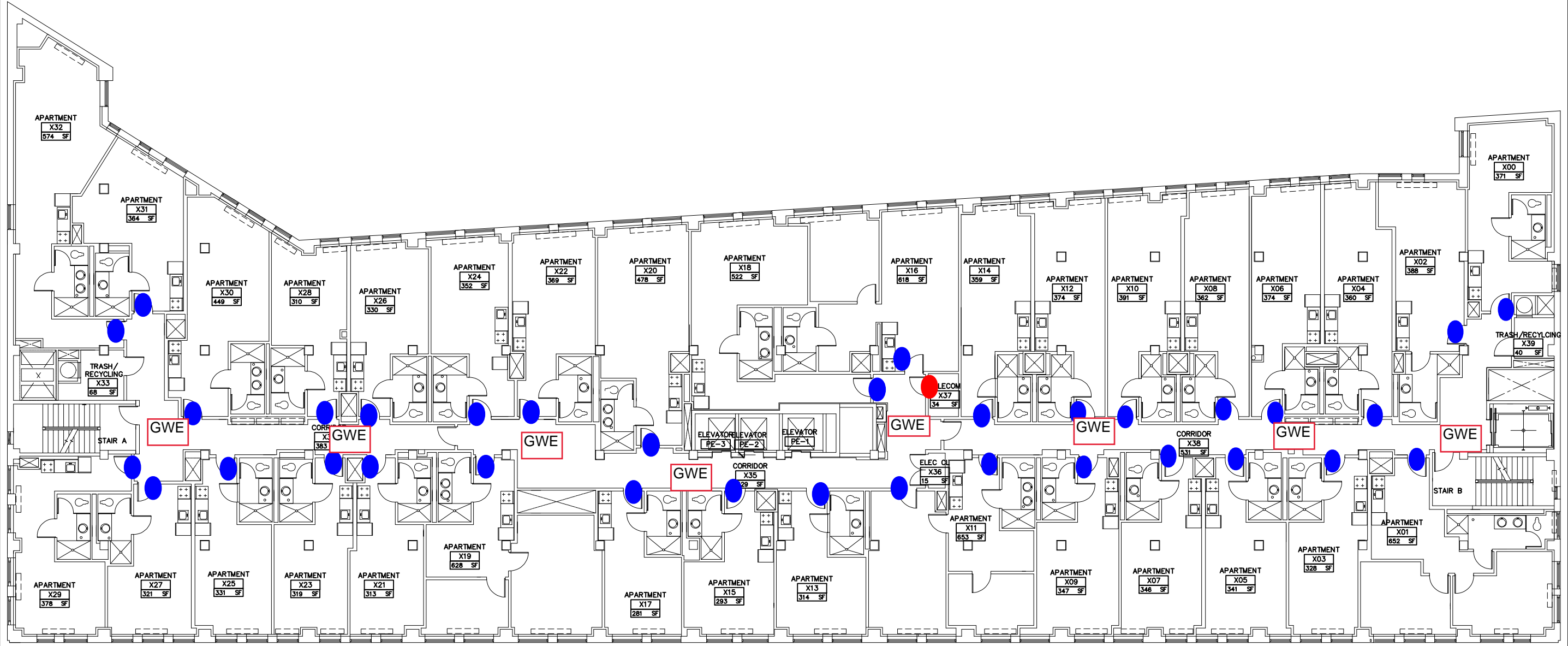
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1 x Other lock (LEBMS)
72 x Schlage Gateways



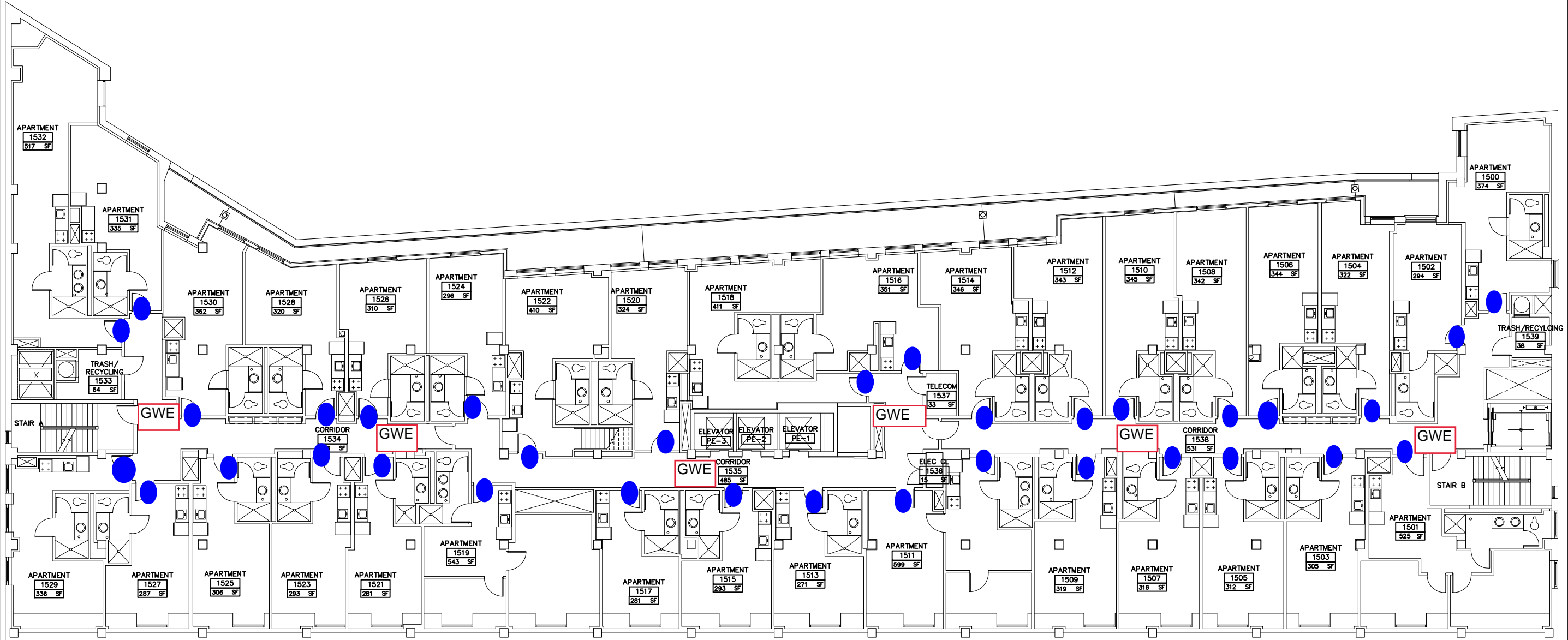
34 x Unit Entry (LEBMD)
1 x Other lock (LEBMS)
8 x Schlage Gateways



136 x Unit Entry (LEBMD)
1 x Other lock (LEBMS)
32 x Schlage Gateways



34 x Schlage LEBMD lock
6 x Schlage Gateways



1 x Schlage LEBMD lock
1 x Schlage Gateways

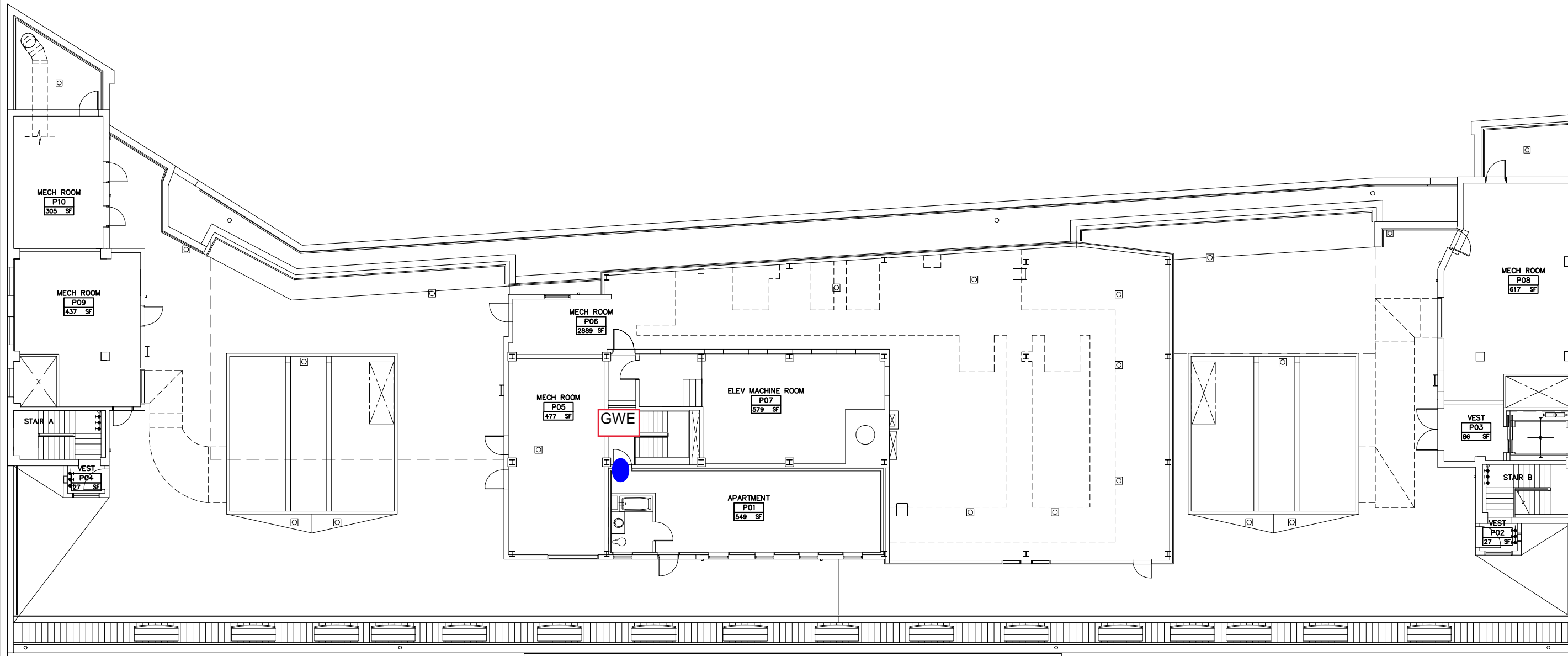


EXHIBIT E: EXECUTIVE ORDER 202.16



Interim Guidance on Executive Order 202.16 Requiring Face Coverings for Public and Private Employees Interacting with the Public During the COVID-19 Outbreak

April 14, 2020

Background:

In December 2019, a new respiratory disease called the novel coronavirus (COVID-19) was detected. COVID-19 is caused by a virus (SARS-CoV-2) that is part of a large family of viruses called coronaviruses. Recently, community-wide transmission of COVID-19 has occurred in the United States, including New York where the number of both confirmed and suspected cases is increasing. To reduce the community-wide transmission of COVID-19, Governor Andrew M. Cuomo has taken aggressive action through [Executive Order 202](#), as amended, to combat the spread of this infectious disease, reducing the density of people in areas of common congregation by closing the in-person operations of non-essential businesses and prohibiting all non-essential gatherings of individuals of any size for any reason.

Executive Order:

[Executive Order 202.16](#), issued on April 12, 2020, provides the following directive:

For all essential businesses or entities, any employees who are present in the workplace shall be provided and shall wear face coverings when in direct contact with customers or members of the public. Businesses must provide, at their expense, such face coverings for their employees. This provision may be enforced by local governments or local law enforcement as if it were an order pursuant to section 12 or 12-b of the Public Health Law. This requirement shall be effective Wednesday, April 15 at 8 p.m.

Guidance:

Essential businesses, as well as state and local government agencies and authorities, must procure, fashion, or otherwise obtain face coverings and provide such coverings to employees who directly interact with the public during the course of their work at no-cost to the employee.

- Businesses are deemed essential by the Empire State Development Corporation (ESD), pursuant to the authority provided in Executive Order 202.6. Please visit the [ESD website](#) for specific information on essential businesses. For the purpose of this guidance, essential businesses shall also provide face coverings to contractors, including independent contractors.
- Face coverings include, but are not limited to, cloth (e.g. homemade sewn, quick cut, bandana), surgical masks, N-95 respirators, and face shields. Please visit the Centers for Disease Control and Prevention's "Coronavirus Disease 2019 (COVID-19)" [website](#) for [information](#) on cloth face covers and other types of personal protective equipment (PPE), as well as instructions on use and cleaning.

- Direct interaction with the public shall be determined by the employer, but, at a minimum, shall include any employee who is routinely within close contact (i.e. six feet or less) with members of the public, including but not limited to customers or clients.
- Employees are allowed to use their own face coverings, but shall not be mandated to do so by their employer. *Further, this guidance shall not prevent employees from wearing more protective coverings (e.g. surgical masks, N-95 respirators, or face shields) if the individual is already in possession of such PPE, or if the employer otherwise requires employees to wear more protective PPE due to the nature of their work (e.g. healthcare).*
- Employees are required to wear face coverings when in direct contact with members of the public, except where doing so would inhibit or otherwise impair the employee's health. *Employers are prohibited from requesting or requiring medical or other documentation from an employee who declines to wear a face covering due to a medical or other health condition that prevents such usage.*
- Employees who are unable to wear face coverings and are susceptible to COVID-19 based on the "Matilda's Law" criteria (i.e. individuals who are 70 years of age or older, individuals with compromised immune systems, and individuals with underlying illnesses) should consult with their employer to consider [reasonable accommodations](#), including but not limited to different PPE, alternate work location, or alternate work assignment with fewer interactions with the public. Employers should work with their employees to see if they can be accommodated to ensure the employee can continue to deliver essential services in the safest manner possible.
- If an employer is unable to procure, fashion, or otherwise obtain face coverings for their employees, they may consult with their local office of emergency management to determine if extra supplies exist within the municipality for this purpose and, if so, they may submit a request for face coverings. Please note that quantities are extremely limited and are prioritized for health care workers and first responders. *Not being able to source face coverings does not relieve an employer's obligation to provide such face coverings to their employees.*
- Nothing in this guidance shall supercede the respiratory protection equipment requirements set forth by the United States Department of Labor's Occupational Safety and Health Administration (OSHA).

Additional Information:

New York State Coronavirus (COVID-19) Website

<https://coronavirus.health.ny.gov/>

United States Centers for Disease Control and Prevention Coronavirus (COVID-19) Website

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Name of Contractor: _____

Signature: _____

Date: _____

**EXHIBIT F: COVID-19 CONTRACTOR
GUIDANCE FOR JOBSITES**

COVID-19 CONTRACTOR GUIDANCE FOR JOBSITES

In response to the public health emergency for the COVID-19, Governor Andrew Cuomo has declared a State disaster emergency and temporarily suspended or modified laws that would prevent, hinder, or delay action necessary to cope with the disaster or emergency. The Governor has also issued directives to allow for the expansion of certain services including those relating to emergency procurement, and to facilitate the continued work of essential businesses subject to compliance with mandatory directives for safety best practices and social distancing. The purpose of this guidance is to set forth the recommended best practices and social distancing requirements for contractors performing work at State University of New York construction sites in the context of the COVID-19 health crisis.

Contractor Responsibilities

Under your contract with the Campus,

- Contractors and their subcontractors are required at all times to guard the safety and health of all persons on and in the vicinity of the work site
- Contractors and their subcontractors are required to comply with all applicable rules, regulations, codes, and bulletins of the New York State Department of Labor and the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended (“OSHA”)
- Contractors and their subcontractors are also required to comply with all contract safety requirements
- Contractors and their subcontractors must comply with all City or State of New York safety requirements for projects within the City or State of New York constructed in accordance with the applicable building code, and contractors are required to provide written safety plans for the site showing how all safety requirements of applicable law will be implemented for the duration of the contract.

Contractors and their subcontractors must also adhere to the following practices to help prevent exposure and spread of COVID-19. The following recommendations are based on what is currently known about COVID-19. Contractors and their subcontractors are advised to stay current and immediately implement the most up-to-date practices to protect the safety and health of your employees, clients, and the general public.

General Responsibilities:

- Contractors and their subcontractors should educate their employees on the symptoms of COVID-19, which include cough, fever, trouble breathing, and pneumonia. Contractors and their subcontractors must instruct any employee who feels they may have any of the

above symptoms to refrain from reporting to the jobsite and immediately contact their health care provider and the local health department in the county in which they reside. Contact information for local health departments can be found at www.health.ny.gov.

- If the employee begins to exhibit these symptoms while in the workplace, steps should be taken to remove the individual from the workplace. Using safe social distancing practices, provide the employee with a surgical mask and instruct them to put it on, self-transport themselves home, and to contact their health care provider and inform the local health department. The Contractor must notify the contracting agency/authority.
- Personnel should be advised to self-quarantine in accordance with the requirements of the New York State and local health department. Contracting agencies/authorities reserve the right to require any employee of the Contractor, and their subcontractors exhibiting symptoms, to be removed from the jobsite
- If an employee is confirmed to have COVID-19 infection, contractors and their subcontractors should inform fellow employees, who have been in contact with this employee, of their possible exposure to COVID-19 in the workplace while maintaining confidentiality as required by applicable New York State and federal law. The fellow employees should then self-monitor for symptoms (i.e., cough, fever, trouble breathing, and pneumonia) and self-quarantine in accordance with the requirements of the New York State and local health department
- If an employee tests positive for COVID-19, Contractors and their subcontractors should direct the employee to self-quarantine and remain quarantined for 14 days, following the guidance of New York State and local health department
 - Contractors and their subcontractors may permit such employee to return to the jobsite when this employee produces a negative COVID-19 test or receives medical clearance to return to work
- If an employee tests negative for COVID-19, contractors and their subcontractors may direct the employee to return to work after recovery from their illness. Any direct contacts on pre-cautionary quarantine may return to the jobsite and resume their work activities.

Social Distancing:

- Do not host large group meetings or congregate in large groups. When meetings are necessary, maintain a distance of 6-feet between people.
- Perform any tool box or other training maintaining the distance of 6-feet between people.
- Perform meetings online or via conference call whenever possible
- Only essential personnel should be permitted on the jobsite
- Discourage handshaking and other contact greetings

General Jobsite Practices

- Procedures and supplies should be in place to encourage proper hand and respiratory hygiene.
 - Hand hygiene:

Signage with handwashing procedures should be posted in prominent locations promoting hand hygiene

 - Regular handwashing with soap and water for at least 20 seconds should be done:
 - Before and after eating
 - After sneezing, coughing, or nose blowing
 - After using the restroom
 - Before handling food
 - After touching or cleaning surfaces that may be contaminated
 - After using shared equipment and supplies; and also
 - Whenever a contractor or subcontractor believes it is necessary
 - If soap and water are not available, use an alcohol-based hand sanitizer that contains at least 60% alcohol
 - Respiratory Hygiene:
 - Covering coughs and sneezes with tissues or the corner of elbow
 - Disposing of soiled tissues immediately after use
 - Where possible, have disposable masks available to cover an employee's mouth and nose if they develop symptoms on the job to protect others from exposure.
- Practice routine environmental cleaning and disinfecting of all frequently touched surfaces on the jobsite. This includes work stations, project trailers and offices, portable toilets, countertops, handles, doorknobs, gang boxes, tools and equipment. See OSHA Guidance on Preparing Workplaces for COVID-19. www.osha.gov/Publications/OSHA3990.pdf
- Appropriate cleaning agents and directions should be utilized to perform all cleaning. Ensure all workers are trained on the hazards of cleaning chemicals used in the workplace and comply with all OSHA requirements regarding same in accordance with the Hazard Communication (Global Harmonization) Standard. Information about <https://coronavirus.health.ny.gov/home>
- Do not use a common water bottle
- If using a common water cooler clean dispenser knob after use
- Do not share tools
- Utilize personal protection equipment (PPE) for the job being performed
- Sanitize reusable PPE per manufacturer's recommendation prior to each use
- Do not share PPE
- Ensure used PPE and other trash is disposed of properly

- Utilize disposable gloves where appropriate and instruct workers to wash hands after removing gloves
- Disinfect reusable supplies and equipment
- Don't stack trades, if possible
- Stagger work schedules to minimize the number of people on a job site at any one time.
- Keep one contractor or subcontractor in an area at a time. Indicate an area is occupied with workers with a sign or flag indicating which contractor or subcontractor is in the area at that time. Remove the sign or flag after completion of work in that area to let others know they may then enter into that area to perform their work. The next contractor or subcontractor will then post their sign or flag to notify others that the area is occupied.
- Minimize the number of workers in an area as much as possible by using indicators of an occupied area (signs or flags) scheduling work activities to stagger those required to be in any one time to a minimal number of workers.
- Minimize entryways into a work area so that employees will be able to observe flagging practices described above. Do not reduce the number of emergency exits.
- Avoid cleaning techniques, such as pressurized air or water sprays that may result in generation of bioaerosols

The Campus may request an updated written safety plan for the site to address practices to help prevent exposure and spread of COVID-19 at the jobsite pursuant to New York State, OSHA recommendations and Centers for Disease Control requirements, which include:

- Assessment of potential worker exposure hazards, taking into account the specific recommendations and controls for the four levels of worker exposure risk identified in OSHA's Guidance on Preparing Workplaces for COVID-19 (i.e., very high, high, medium, and lower)
- Evaluation of exposure to risk;
- Selecting, implementing, and ensuring the use of controls (i.e., social distancing appropriate personal protective equipment, hygiene, and cleaning supplies);
- Minimizing the number of workers in an area as much as possible by using indicators of an occupied area (signs or flags) and scheduling work activities to stagger those required to be in any one area to a minimal number of workers.
- Minimize entryways into a work area so that employees will be able to observe flagging practices described above. Do not reduce number of emergency exits; and
- Additional criteria consistent with health and safety practices at the work site.

Project Closure:

- Where work is suspended on a project, contractors are directed to follow any additional project shut-down protocols as provided by the campus.

**EXHIBIT G: INTERIM GUIDANCE LETTER TO
CONTRACTORS**

(date)

Project No.
Contract No.
Project Title
Campus

(Contractor address)

Subject: REQUIRED NYS DOH GUIDANCE – COVID-19

Attachment:

1. Interim Guidance for Construction Activities During the COVID-19 Public Health Emergency
2. NYS DOH Safety Plan Template

Dear Contractor,

Please be advised the NYS Department of Health (NYS DOH) issued an “Interim Guidance for Construction Activities During the COVID-19 Public Health Emergency” (Guidance) on May 13th, 2020, which sets forth the minimum requirements applying to all construction entities to help protect against the spread of COVID-19. The Guidance requires all such entities to acknowledge and affirm compliance with the Guidance (Business Affirmation). It also mandates employers to continuously check for updates to the Guidance and take such actions to comply with the updated Guidance. The Guidance supersedes any best practices document previously provided by the State University of New York (“University”).

Once your company has reviewed the Guidance, the Business Affirmation can be submitted online at the following website: <https://forward.ny.gov/>. Under Phase 1 Construction click “Read and Affirm Detailed Guidelines”. The attached documents are both available online at the website provided.

Also attached is a NYS DOH Safety Plan Template. Each construction entity employer is required to develop, implement and post a COVID-19 safety plan pursuant to the Guidance. Additionally, the Guidance requires the designation of a safety monitor to implement COVID-19 safety obligations for your company.

The University requires an authorized representative of your company sign and return a copy of this document to the undersigned affirming compliance with the Guidance requirements.

Regards,

Insert Name
Insert Title

Cc: Insert appropriate campus representatives (Business Officer, Project Manager, Other)
Cc: Insert

Contractor Name
Contractor Address

The undersigned authorized representative of _____ hereby affirms that it has submitted the necessary Business Affirmation to NYS; has updated its safety plan to meet the COVID-19 minimum requirements of the Guidance; will check on a regular basis for updates to the Guidance; and will provide the University with the name of its COVID-19 safety monitor and other information requested by the University.

Signature: _____

Print Name and Title: _____

Date: _____

For additional resources:

OSHA COVID-19 Resources

OSHA Guidance on Preparing Workplaces for COVID-19

DOL COVID-19 Resources

Interim Guidance for Business and Employers

Centers for Disease Control -- <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Name of Contractor: _____

Signature: _____

Date: _____

EXHIBIT H. FIT NO DAMAGES FOR DELAY
CLAUSE

To:

From: Fashion Institute of Technology

Project Name:

Project/Contract Number:

Date:

Subject: No Damages for Delay Acknowledgment

In the event the Contractor's performance under this agreement is delayed or interfered with arising out of or connected to the COVID19 pandemic, including but not limited to worker availability, government-mandated suspension of work or any other emergency action associated with protecting the health and safety of the workforce, which leads to a site closure, delay or suspension of the work, Contractor or any subcontractors hereby acknowledge their only remedy under this agreement is to request an extension of time for the performance of the unfinished work as herein provided; under no circumstances will Contractor or any subcontractors or vendors be entitled to any increase in the subcontract price or additional compensation for any alleged costs, expenses or damages as a consequence of such delays or interference, including but not limited to: i) General Condition Costs (e.g.: site clean-up, home and field office expenses, telecommunications equipment or use , and/or supervisory costs including but not limited to Project Manager, Project Engineer, Superintendent and Foremen, etc.), ii) escalation (increases in material costs, transportation charges or any alleged wage or salary increases) or iii) any alleged inefficiencies or loss of productivity. NOTE: The above examples are not intended to be an exhaustive list of all the alleged costs, expenses or damages excluded by this clause. It is offered only as an example of some costs within each category.

Owner shall review the Contractor's request for delay and, if acceptable, shall extend the time of performance by Change Order for such reasonable time as the Fashion Institute of Technology, in its sole discretion, may determine.

By signing below, Contractor acknowledges receipt and acceptance of the terms and conditions herein.

Fashion Institute of Technology

By: _____

Title: _____

By: _____

Title: _____