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SECTION I. NOTICE TO BIDDERS

NOTICE TO BIDDERS

BIDDING SPECIFICATIONS FOR
AS-NEEDED NAB DONOR PAVER ENGRAVING SERVICES
INVITATION FOR BID NUMBER C1616

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). The bid security must either be mailed to 227 W 27th Street, New York, NY 10001 or dropped off at 333 7th Avenue (16th Floor), New York, NY 10001. Bids must be received by June 6, 2024, 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

FASHION INSTITUTE OF TECHNOLOGY
AS-NEEDED NAB DONOR PAVER ENGRAVING SERVICES
INVITATION FOR BID NUMBER C1616

☐ Did you include all required documentation? (As per Bidder Requirements – i.e. proof of being in business, permits, licenses, certifications, etc.)
   ______________________________________________________
   ______________________________________________________
   ______________________________________________________

☐ Did you complete in full the Bid Analysis Form?

☐ Have you carefully reviewed and accepted the General Requirements, General Bid Terms and Conditions, and the Contract Terms and Conditions?

☐ 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? (See Attachment B)

☐ Can you provide the required levels of insurance coverage? (See Section III. Contract Terms and Conditions – sub-section I, Insurance Requirements)

☐ Did you include an audited or reviewed financial report for the last two (2) years with your bid?
ATTACHMENT B - CONTRACTOR REFERENCE SHEET  
FASHION INSTITUTE OF TECHNOLOGY  
AS-NEEDED NAB DONOR PAVER ENGRAVING SERVICES  
INVITATION FOR BID NUMBER C1616

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.)

1) 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___

2) 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___

3) 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: ___________
I. INTRODUCTION

The Fashion Institute of Technology, a community college of art and design, business and technology of the State University of New York (the “College”), 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 Fashion Institute of Technology 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. FIT intends to award this contract to one or multiple contractors in its discretion. The successful responsive and responsible bidder (hereinafter “Contractor”) shall be required to enter into a contract with FIT based on the terms and conditions specified herein, and will be required to enter into identical contract(s), based on the same terms and conditions, for the work at the residence hall buildings. Collectively, or individually, the contracts will be referred the “Contract” hereinafter.

II. SCOPE OF WORK

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

A. Project Description: See scope of work in Exhibit D. Drawings.

B. This is a requirements contract. FIT makes no guarantee of the amount of Work that may be required under the Contract.

III. BIDDER REQUIREMENTS

Bidder shall meet the following requirements and submit necessary information with the Bid. Failure to comply with any of these requirements shall be grounds for rejection of your Bid. FIT reserves the right to reject bids with incomplete information or bid security (if applicable), or contain conditions not specified in the Bid Terms and Conditions
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 an architectural signage contractor in the Sign business for a minimum of ten (10) years as of the Bid opening date specified hereinabove. Proof shall be submitted with your Bid.

B. Bidder shall provide a minimum of three (3) references of contracts of similar scope and nature entered into within the past two (2) years. Bidder shall complete Attachment B - Contractor Reference Sheet by providing the name, title, address and current telephone number of a contact person for each such contract, along with the start and end date of the contract.

C. Bidder shall evidence financial viability by providing financial and income and expenditure statements for the prior two (2) years.

D. Contractor’s Site Supervisor shall be experienced in the type of project scope given.

IV. APPROVAL OF SUBCONTRACTORS

Subcontracting shall be permitted on this Project.

V. BID SECURITY

Bid Security, Performance and Payment Bonds shall NOT be required for this Bid/Contract.

VI. QUESTIONS

Bidder shall examine the Bid documents and all related requirements, terms and conditions carefully. Before bidding, Bidder shall make any requests for interpretation or clarification of any ambiguity therein of Bid documents and all related requirements, terms and conditions, 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 May 21, 2024 on or before 3:00 P.M. Answers shall be provided in the form of an Addendum and will be posted on the FIT purchasing department website. Reference Bid number C1616.

VII. 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 **June 6, 2024, 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.

VIII. **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. Bids shall be enclosed in a sealed envelope, addressed to FIT and marked with the name and address of the Bidder, and the name of the Project. 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. No oral, facsimile transmittal, or telephonic bids or modifications shall be considered. Vendor 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 **June 6, 2024, 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.

IX. **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.
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 Change in ownership of the Bidder. Failure to notify with this bid shall be grounds for rejection of the Bid.

X. DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon failure or refusal to execute and deliver the Contract within ten (10) days after such Bidder has received notice of the acceptance of such bid, may be disqualified and FIT has the discretion to award to the next low bidder.

XI. PREVAILING WAGE

This contract 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# 2024004800)

www.labor.ny.gov

Bidder 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.

XII. 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."

XIII. 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 determined to be susceptible to being selected for contract award, prior to 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 specified 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.
TECHNICAL SPECIFICATIONS FOLLOW
SECTION IA. TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

I. FIT’S EHS PLAN

The EHS plan should be site specific and prepared in accordance with the attached guidelines. Contractor shall complete the attached Work-Specific Environment, Health and Safety Plan (“EHS Plan”). The submitted EHS plan 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.

For Insurance Coverage see Contract Terms and Conditions, I. Insurance Requirements.

II. CONTRACTOR’S RESPONSIBILITIES

A. Contractor shall apply for, obtain and pay for all permits, certificates, inspections and approvals required in connection with all Work, if necessary.

B. Work of this Section includes all labor, materials, equipment, and services necessary to complete the paver engraving work as indicated on the drawings and/or specified herein, including, but not limited to, the following:

1. See scope of work in Exhibit D. Drawings.

C. Contractor shall remove all old construction debris from the Work site, transport and legally dispose of such debris off-site. Disposal method shall be in accordance with City, State and Federal regulations.

D. Contractor shall bill FIT for on-site labor and wholesale cost of materials plus mark-up established pursuant to this Contract only. Contractor shall include material pick-up, equipment rentals, necessary tools and equipment as part of Contractor’s overhead.

E. Contractor shall not disturb either presumed or Asbestos Containing Material (“ACM”) located on the FIT campus. FIT will not accept product containing asbestos in any form. Contractor shall stop work and notify FIT immediately if any presumed or Asbestos Containing Material is identified on the FIT campus.

F. Contractor shall be responsible that all workers wear a contractor’s pass.

III. FIT’S RESPONSIBILITIES
FIT will identify ACM locations prior to scheduling of project. FIT shall also be responsible for abatement of Asbestos Containing Materials.

IV. PROJECT SCHEDULING PROCEDURES

A. Facilities Manager shall notify Contractor when Services are required for an individual Project at FIT (“Project”). Contractor shall respond to FIT’s request for Services within one (1) business day of FIT’s initial telephone call.

B. Contractor shall consult with Facilities Manager and visit the Work Site within two (2) business days after initial notification to evaluate Project conditions and take measurements as required. All conditions of the workspace are to be examined, verified and reviewed prior to submitting a Price Proposal which shall include a detailed itemized cost breakdown of all materials, labor and equipment required to complete a Project on an as-needed basis. Contractor shall also examine all adjoining areas to which the Project is dependent for workmanship and fit.

C. Within three (3) business days of such site visit, Contractor shall submit via email a Price Proposal. Such Price Proposal shall contain an estimate of the labor charges and materials charges necessary to complete the Work, including the list of materials needed and an estimated time of completion.

D. Contractor shall be responsible for verification of materials availability, production schedules and other pertinent information prior to submission of Price Proposal. Contractor shall be responsible for notifying FIT immediately if any items specified are discontinued, replaced, or not available for an extended period of time.

E. The detailed Price Proposal shall be subject to approval of FIT.

F. FIT reserves the right to procure on its own any materials in lieu of those materials listed in the Price Proposal. FIT shall notify Contractor of its exercise of such right within three (3) business days of Contractor’s submission of Price Proposal.

G. Work shall also include corrective work to adjoining areas as may be necessary to make the Work of this Project complete, fully functional and warranted in all aspects, such as patching and repairing surfaces involved in the Project to match adjoining surfaces and removal and replacing of fixtures, switch/outlet covers to perform Work.

H. FIT may provide Contractor one (1) set of specifications and drawings, if necessary or applicable.
I. Contractor shall notify Facilities Manager about the lead time of the delivery of the materials so that a Work commencement date can be scheduled with prior approval of FIT.

J. Contractor shall commence Work within three (3) business days of FIT’s approval of Work commencement date.

K. Contractor shall provide Safety Data Sheets (SDS) with the Price Proposal, or no later than at the time of delivery of chemical products, if any. The chemical products and materials must be labeled by the manufacturer with appropriate hazardous material symbols. Contractor shall identify all SDS sheets in the upper right-hand corner with the Contract Number C1616 per requirements of FIT work specific EHS Plan.

L. In the event that there are changes concerning aspects of the Price Proposal that are needed for Project completion, Contractor shall consult with Facilities Manager. Facilities Manager shall monitor the Project and adjust such Price Estimate in his sole and reasonable judgment. Contractor shall immediately submit a revised Price Proposal with supporting documentation with prior approval of FIT.

M. Contractor’s personnel must report daily to the FIT Security area in the Lobby of Building “C” before entering FIT’s site. All Contractor’s personnel must obtain temporary FIT identification that Contractor’s personnel must display 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 or 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.

N. Contractor shall restrict access to work areas to protect FIT property and students, faculty and staff and the general public. This may include, but not be limited to the use of temporary barricades [minimum three (3) feet high], plastic tape, and other forms of protection. In case where restriction of access may block emergency egress, Contractor shall inform Facilities Manager of this intent at least three (3) days before the start of Work. Contractor shall submit all Requests to restrict access to Facilities Manager for approval.

O. Contractor shall protect floors and elevators with building paper or suitable covering.
P. Contractor shall use existing stairs and freight elevators as Facilities Manager directs and approves to move employees, materials, supplies, waste, excess materials and shall not disrupt the functioning of the College.

Q. Contractor shall take steps to minimize dust and debris in work areas.

R. Contractor shall coordinate work with other FIT on-call contractors such as flooring, plumbing, mechanical, H.V.A.C. and electrical contractors, if and when working in the same space.

V. CONTRACTOR’S REPRESENTATIVE

Contractor shall assign a member of its supervisory staff (“Contractor’s Representative”) to this Contract. Contractor shall provide the name of Contractor’s Representative to FIT at the time of Notice to Commence Performance. Said Contractor’s Representative shall be available for consultation during normal business hours.

VI. QUALITY ASSURANCE, STANDARDS AND CODES

A. All service and materials specifically and not specifically described that are required for complete and proper Work shall be provided by Contractor and shall be new, first quality of their respective kinds, and subject to approval of FIT.

B. In addition to the above requirements, Contractor shall comply with the New York City Building Code, National Fire Code (N.F.P.A), Local Fire Department Regulations, Local Water Company Rules and Regulations, Occupational Safety and Health Act (OSHA) and other State and Local Authorities having Jurisdiction per requirement of FIT’s work specific EHS Plan.

C. Contractor shall be responsible that all workers wear a contractor’s pass.

VII. RATE PER HOUR

Rate per hour is the labor charge per hour for Work by qualified workers which shall be a total of the prevailing wage and supplemental benefit rates paid to workers PLUS Contractor’s overhead (payroll taxes, materials pick-up charges, equipment rentals, if any, tools) and profit. See the New York State Department of Labor, Prevailing Wage Rates.

VIII. MATERIALS CHARGE

Materials charge shall include Contractor’s actual cost of materials plus a mark-up established pursuant to the Contract. Such mark-up shall include all costs for fabrication, handling, storage, and delivery.

IX. PAYMENT AND CERTIFIED PAYROLLS
A. 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.

B. Contractor required to submit Monthly Contractor’s Compliance Form with each Payment Requisition.

C. Contractor required to submit a Certificate of Monthly Payment signed by each Sub-contractor, if any, with each Payment Requisition.

D. Labor cost to be billed based on the time laborer arrives at and departs from the job site. NO PAID TRAVEL TIME.

X. TERMS AND RENEWALS

A. The term of Contract shall be for two (2) year commencing upon award of Contract.

B. FIT shall have the option to renew Contract in its best interest for five (5) additional one (1) year periods. If FIT elects to renew Contract, the Purchasing Office shall provide notice to Contractor a minimum of ninety (90) days prior to the expiration date of Contract or such renewal year. Failure to notify Contractor within this time period shall not operate as a waiver of FIT’s right to renew Contract. Within ten (10) days of receiving such notice, Contractor shall submit a sworn renewal to FIT.

C. During such renewal terms, if any, FIT will reimburse Contractor for increases in wages and supplemental benefits actually paid to employees, provided such increases are required by increases under New York State Labor Law or by increases in collective bargaining agreements. The College will also reimburse Contractor for wage-related employment costs incurred as a result of such increases.

D. Each renewal shall be on the same terms and conditions as specified in the Contract, excepting any provisions the parties mutually agree in writing to modify.

XI. OPTIONAL EXTRAS

Optional Extras are rates per hour for job classifications that FIT does not currently anticipate requiring. However, such services may be requested if needed.
BID ANALYSIS FORM TO FOLLOW
Notes to Bidders:

b. **This is a requirements contract. FIT makes no guarantee of the amount of Work for this Contract. The quantities stated in the Bid Analysis Form are estimates only** (See Section F(1), Contract Terms and Conditions).

c. **Prevailing Wage & Supplemental Benefit shall equal or exceed the rate listed on the NYSDOL Prevailing Wage schedule.** The NYS Department of Labor states that the engraving work is covered by prevailing wage under cement masons. Refer to area highlighted in yellow in Exhibit B: Prevailing Wage Schedule.

d. Bidder shall complete, sign and date in all spaces indicated. Make sure calculations on the Bid Analysis Form are correct before submitting your bid.

e. Provide and deliver goods as per specifications and drawings listed below. Bidder shall bid as per specifications. Any substitution can be cause to reject your bid. **No substitution of specification.**

Contractor must incorporate the prevailing wage & supplemental benefit cost into the unit price of the pavers.

A)

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Quantity of Pavers</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Unit</th>
<th>Bid Price (Qty x Unit Price)</th>
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<tbody>
<tr>
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<td>15</td>
<td>Engraving of Donor Pavers – Donor Paver Type A</td>
<td>$</td>
<td>Each</td>
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<tr>
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<td>15</td>
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<td>$</td>
<td>Each</td>
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<td>15</td>
<td>Color Infill of engraving – Donor Paver Type A</td>
<td>$</td>
<td>Each</td>
<td>$</td>
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<tr>
<td>4)</td>
<td>15</td>
<td>Color Infill of engraving – Donor Paver Type B</td>
<td>$</td>
<td>Each</td>
<td>$</td>
</tr>
</tbody>
</table>

B)

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Quantity of Pavers</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Unit</th>
<th>Bid Price (Qty x Unit Price)</th>
</tr>
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<td>$</td>
<td>Each</td>
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<td>Engraving of Donor Pavers – Donor Paver Type B</td>
<td>$</td>
<td>Each</td>
<td>$</td>
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<tr>
<td>3)</td>
<td>30</td>
<td>Color Infill of engraving – Donor Paver Type A</td>
<td>$</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>4)</td>
<td>30</td>
<td>Color Infill of engraving – Donor Paver Type B</td>
<td>$</td>
<td>Each</td>
<td>$</td>
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<td>Item</td>
<td>Estimated Quantity of Pavers</td>
<td>Item Description</td>
<td>Unit Price</td>
<td>Unit</td>
<td>Bid Price (Qty x Unit Price)</td>
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<td>----------------------------------------</td>
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<td>------</td>
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</tr>
<tr>
<td>1)</td>
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<td>Engraving of Donor Pavers – Donor Paver Type A</td>
<td>$</td>
<td>Each</td>
<td>$</td>
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<tr>
<td>2)</td>
<td>45</td>
<td>Engraving of Donor Pavers – Donor Paver Type B</td>
<td>$</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>3)</td>
<td>45</td>
<td>Color Infill of engraving – Donor Paver Type A</td>
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<td>4)</td>
<td>45</td>
<td>Color Infill of engraving – Donor Paver Type B</td>
<td>$</td>
<td>Each</td>
<td>$</td>
</tr>
</tbody>
</table>

Grand Total of Bid Prices for Items 1-4 for A, B, & C combined: $___________________

Bidder: ___________________________________________
(Print or Type Company/Partnership/Individual Name)

By: ___________________________________________
(Signature of Authorized Representative)

Name: ___________________________________________
(Print or Type Name of Representative)

Title: ___________________________________________
(Print or Type Title of Representative)

Address: ___________________________________________
___________________________________________

Telephone: ___________________________________________

Facsimile: ___________________________________________

Federal ID #: ___________________________________________

E-mail (if, any): ___________________________________________

Date: ___________________________________________
**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.
.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.
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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## 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 200
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 200
Subcontractor Total $1,200
10% Contractor overhead and profit on base cost 100
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:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontractor base cost</td>
<td>$200,000</td>
</tr>
<tr>
<td>20% Subcontractor overhead and profit</td>
<td>40,000</td>
</tr>
<tr>
<td><strong>Subcontractor Total</strong></td>
<td><strong>$240,000</strong></td>
</tr>
<tr>
<td>10% Contractor overhead and profit on first $10,000 base cost</td>
<td>1,000</td>
</tr>
<tr>
<td>5% on next $90,000 base cost</td>
<td>4,500</td>
</tr>
<tr>
<td>3% on base cost over $100,000</td>
<td>3,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$248,500</strong></td>
</tr>
</tbody>
</table>

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:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor base cost</td>
<td>$200,000</td>
</tr>
<tr>
<td>10% Contractor or Subcontractor overhead and profit on first $10,000 base cost</td>
<td>1,000</td>
</tr>
<tr>
<td>5% on next $90,000 base cost</td>
<td>4,500</td>
</tr>
<tr>
<td>3% on base cost over $100,000</td>
<td>3,000</td>
</tr>
<tr>
<td><strong>Contractor or Subcontractor Total</strong></td>
<td><strong>$208,500</strong></td>
</tr>
<tr>
<td>10% Contractor overhead and profit on first $10,000 base cost when equipment is supplied by the Subcontractor, no other mark-up allowed</td>
<td>1,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$209,500</strong></td>
</tr>
</tbody>
</table>

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 3,000
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: Purchasing

Sammy 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 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

3
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.

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)  
(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_________________________, 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 deposite
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_______, 201 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____________________________

SUBSTITUTION REQUEST FORM
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.

Fashion Institute of Technology

________________________________________ (Name of Contractor)

________________________________________ (Signature)

Sherry Brabham, VP of Finance

________________________________________ (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 COMPLETELY 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 MBE/WBE, 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 WOULD 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 ____________________________

Form AAP 7.0 Revised 1/9108
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:

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:  Accepted by:
CONSTRUCTION MANAGER OR ARCHITECT  CONTRACTOR
Name: ________________________________  Name: ________________________________
________________________________________________
By: __________________ Date: ______

By: __________________ Date: ______  OWNER

Approved by:

Name: ________________________________  Name: ________________________________
By: __________________ Date: ______  By: __________________ Date: ______
<table>
<thead>
<tr>
<th>ITEM no.</th>
<th>DESCRIPTION</th>
<th>UNIT MEAS.</th>
<th>QUANTITY</th>
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<td>22</td>
<td>Warranties, Etc.</td>
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</tbody>
</table>
EXHIBIT A: 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 liner 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 1

Project Name: ___________________________ Bid Number: __________________

CONTACTER ORGANIZATION CHART AND SAFETY DATA

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<tr>
<th>COMPANY</th>
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<tr>
<th>President</th>
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<tr>
<th>Vice President – Operations</th>
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<th>Director of Environmental, Health, and Safety</th>
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Listing of On-site Subcontractors for project work, as applicable -

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# TABLE 2

## ON-SITE SUPERVISORY PERSONNEL

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<tr>
<th>TITLE</th>
<th>NAME(S) AND ON-SITE PHONE NUMBER</th>
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<tbody>
<tr>
<td>On-site EHS Coordinator</td>
<td>:</td>
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<tr>
<td>Contractor Project Managers</td>
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<tr>
<td>FIT’s Project Manager(s)</td>
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<td><strong>Contractor’s Competent Persons</strong></td>
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<tr>
<td>• Confined Spaces</td>
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<td>• Excavations</td>
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<td>• Industrial Hygiene</td>
<td>:</td>
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<td>• Electrical--Lock Out/Tag Out</td>
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<tr>
<td>• PPE, Respiratory Protection</td>
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<tr>
<td>• Hazard Communication (Required for each department and project. Identify responsible employee for each subcontractor)</td>
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<tr>
<td>• Fall Protection</td>
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<tr>
<td>• Scaffolds</td>
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<td>• Cranes &amp; Derricks</td>
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<td>• Blasting &amp; Use of Explosives</td>
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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.
### TABLE 2 (Cont’d)

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<th>ON-SITE SUPERVISORY PERSONNEL</th>
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<tbody>
<tr>
<td><strong>Asbestos</strong> (Attach copies of Company license, supervisor and handler certificates for all employee that will perform work):</td>
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<td><strong>Lead</strong></td>
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<tr>
<td><strong>Silica</strong></td>
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<tr>
<td><strong>Hot Work</strong> (Complete and submit permits daily - see Appendix 1)</td>
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<tr>
<td><strong>FDNY Certificate of Fitness-Torch Operations</strong></td>
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<td><strong>FDNY Certificate of Fitness-Fire Guard</strong></td>
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<td><strong>FDNY Certificate of Fitness-Fire proofing</strong></td>
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<td><strong>FDNY Certificate of Fitness-Powder Activated Tools</strong></td>
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<tr>
<td><strong>FDNY Certificate of Fitness-Air Compressors</strong></td>
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<td><strong>FDNY Certificate of Fitness-Use of LPG and Use in Tar Kettles</strong></td>
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<td><strong>FDNY REFRIGERATING SYSTEM OPERATING ENGINEER</strong></td>
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<td><strong>FDNY Certificate of Fitness-Other</strong></td>
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<td><strong>FDNY Certificate of Fitness-Other</strong></td>
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<td><strong>FDNY Certificate of Fitness-Other</strong></td>
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### TABLE 4
**EMERGENCY CONTACT NAMES & TELEPHONE NUMBERS**

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<tr>
<th>TITLE</th>
<th>CONTACT NAME</th>
<th>EMERGENCY PHONE NUMBERS</th>
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<tr>
<td>Contractor: MAIN OFFICE</td>
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<tr>
<td>Contractor President:</td>
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<tr>
<td>On-site EHS Coordinator</td>
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</tbody>
</table>
| 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 of any emergency such as fire, chemical spills, injury requiring medical treatment, or exposure of contractor or FIT personnel to fumes, vapors, or dusts.
EXHIBIT B: PREVAILING WAGE SCHEDULE
Fashion Institute of Technology
Sam Li, Interim Director of Purchasing
227 W 27th St
New York NY 10001

Schedule Year: 2023 through 2024
Date Requested: 04/24/2024
PRC#: 2024004800

Location: Fashion Institute of Technology
Project ID#: C1616
Project Type: Provide labor, materials, tests, tools and equipment to complete the NAB Donor Paver Engraving 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 2023 through June 2024. 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 12226

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; 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 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 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

**Interest and Penalties**

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

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

**Debarment**

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

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

**Criminal Sanctions**

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

**Discrimination**

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

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

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).
The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

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

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

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

**Workers’ Compensation**

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

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

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

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

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

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

**Unemployment Insurance**

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

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

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

Contractor Information
All information must be supplied

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

Location: Fashion Institute of Technology
Project ID#: C1616
Project Type: Provide labor, materials, tests, tools and equipment to complete the NAB Donor Paver Engraving project.

Schedule Year: 2023 through 2024
Date Requested: 04/24/2024
PRC#: 2024004800

Phone: (518) 457-5589  Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

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

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, 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.
To all State Departments, Agency Heads and Public Benefit Corporations

IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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


3. Procedures and Agency Responsibilities:

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

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.
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 12226

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.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

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/bureau-public-work

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

<table>
<thead>
<tr>
<th>Location</th>
<th>Phone Number</th>
<th>Location</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany</td>
<td>(518) 457-2744</td>
<td>Patchogue</td>
<td>(631) 687-4882</td>
</tr>
<tr>
<td>Binghamton</td>
<td>(607) 721-8005</td>
<td>Rochester</td>
<td>(585) 258-4505</td>
</tr>
<tr>
<td>Buffalo</td>
<td>(716) 847-7159</td>
<td>Syracuse</td>
<td>(315) 428-4056</td>
</tr>
<tr>
<td>Garden City</td>
<td>(516) 228-3915</td>
<td>Utica</td>
<td>(315) 793-2314</td>
</tr>
<tr>
<td>New York City</td>
<td>(212) 932-2419</td>
<td>White Plains</td>
<td>(914) 997-9507</td>
</tr>
<tr>
<td>Newburgh</td>
<td>(845) 568-5287</td>
<td></td>
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</tbody>
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* 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.
Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)
Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less that 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
Roof | 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 12226

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

Asbestos Worker 04/01/2024

JOB DESCRIPTION
Asbestos Worker

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

WAGES
Per Hour: 07/01/2023

Asbestos Worker $ 46.75
Removal & Abatement Only

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

SUPPLEMENTAL BENEFITS
Per Hour:

Asbestos Worker $ 12.65
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 $ 12.65

4-12a - Removal Only

Boilermaker 04/01/2024

JOB DESCRIPTION
Boilermaker

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

WAGES
Per Hour: 07/01/2023 01/01/2024

Boilermaker $ 65.88 $ 67.38
Repairs & Renovations 65.88 67.38

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS
Per Hour:

Boilermaker 33.5% of hourly 33.5% of Hourly
Repair $ Renovations Wage Paid Wage Paid
+ $ 26.49 + $26.85

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 (*B, O, **U) on OVERTIME PAGE
Note:* Includes 9th & 10th hours, double for 11th or more.
** Labor Day ONLY, if worked.
HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

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

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

Supplemental Benefits Per Hour:

<table>
<thead>
<tr>
<th>Apprentice(s)</th>
<th>33.5% of Hourly Wage Paid Plus Amount Below</th>
<th>33.5% of Hourly Wage Paid Plus Amount Below</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$ 20.12</td>
<td>$ 20.36</td>
</tr>
<tr>
<td>2nd Term</td>
<td>21.03</td>
<td>21.28</td>
</tr>
<tr>
<td>3rd Term</td>
<td>21.95</td>
<td>22.22</td>
</tr>
<tr>
<td>4th Term</td>
<td>22.83</td>
<td>23.12</td>
</tr>
<tr>
<td>5th Term</td>
<td>23.76</td>
<td>24.07</td>
</tr>
<tr>
<td>6th Term</td>
<td>24.67</td>
<td>25.00</td>
</tr>
<tr>
<td>7th Term</td>
<td>25.58</td>
<td>25.93</td>
</tr>
</tbody>
</table>

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

JOB DESCRIPTION  Broadband
    ENTIRE COUNTIES  Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk
    WAGES
    Per Hour: 7/01/2023  06/30/2024
      Field Tech  $ 50.87  3% *
      Install/Repair

(*)To be allocated at a later date.

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

SUPPLEMENTAL BENEFITS
Per Hour: $ 23.24

OVERTIME PAY
See (B, K, *R) on OVERTIME PAGE
Note: *Two and one half times the hourly rate after the 8th hour

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

Carpenter
    ENTIRE COUNTIES  Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester
    WAGES
    Per hour: 07/01/2023
      Piledriver  $ 59.16  + 9.79*
Dockbuilder $ 59.16  
+ 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 45.34

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:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25.60</td>
<td>$31.20</td>
<td>$39.58</td>
<td>$47.97</td>
</tr>
<tr>
<td>+ 5.30*</td>
<td>+ 5.30*</td>
<td>+ 5.30*</td>
<td>+ 5.30*</td>
</tr>
</tbody>
</table>

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All Terms: $ 31.83

---

Carpenter

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

WAGES
Per hour: 07/01/2023

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:

$ 39.45

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

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

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

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 25.20</td>
<td>$ 28.20</td>
<td>$ 32.45</td>
<td>$ 40.33</td>
</tr>
<tr>
<td>+ 1.85*</td>
<td>+ 2.35*</td>
<td>+ 2.85*</td>
<td>+ 3.85*</td>
</tr>
</tbody>
</table>

*This portion is not subject to overtime premiums
Supplemental benefits per hour:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>15.22</td>
<td>16.22</td>
<td>19.32</td>
<td>20.32</td>
</tr>
</tbody>
</table>

**Carpenter**

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

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

**WAGES**
Per Hour: 07/01/2023

**Marine Construction:**
- **Marine Diver**
  - $74.03
  - + 9.79*
- **Marine Tender**
  - $53.57
  - + 9.79*

*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**
Per Hour:
- **Journeyworker** $45.34

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

**HOLIDAY**
Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

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

<table>
<thead>
<tr>
<th>Year</th>
<th>$</th>
<th>+ 5.30*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>25.60</td>
<td></td>
</tr>
<tr>
<td>2nd</td>
<td>31.20</td>
<td></td>
</tr>
<tr>
<td>3rd</td>
<td>39.58</td>
<td></td>
</tr>
<tr>
<td>4th</td>
<td>47.97</td>
<td></td>
</tr>
</tbody>
</table>

*This portion is not subject to overtime premiums

Supplemental Benefits
Per Hour:
- **All terms** $31.83
**SUPPLEMENTAL BENEFITS**

Per hour:

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Millwright</td>
<td>$44.31</td>
</tr>
</tbody>
</table>

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (18,19) on HOLIDAY PAGE.

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

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$31.74</td>
</tr>
<tr>
<td>2nd</td>
<td>$37.19</td>
</tr>
<tr>
<td>3rd</td>
<td>$42.64</td>
</tr>
<tr>
<td>4th</td>
<td>$53.54</td>
</tr>
</tbody>
</table>

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

One (1) year terms:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$29.81</td>
</tr>
<tr>
<td>2nd</td>
<td>$32.34</td>
</tr>
<tr>
<td>3rd</td>
<td>$35.52</td>
</tr>
<tr>
<td>4th</td>
<td>$39.94</td>
</tr>
</tbody>
</table>

*This portion is not subject to overtime premiums

**JOB DESCRIPTION** Carpenter

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timberman</td>
<td>$54.05</td>
</tr>
<tr>
<td></td>
<td>+ 10.26*</td>
</tr>
</tbody>
</table>

*This portion not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**

Per Hour:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2023</td>
<td>$44.55</td>
</tr>
</tbody>
</table>

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

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

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$23.42</td>
</tr>
<tr>
<td>2nd</td>
<td>$28.53</td>
</tr>
<tr>
<td>3rd</td>
<td>$36.18</td>
</tr>
<tr>
<td>4th</td>
<td>$43.84</td>
</tr>
</tbody>
</table>

*This portion is not subject to overtime premiums
Supplemental benefits per hour:
All terms $ 31.54

Carpenter

04/01/2024

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: 07/01/2023

Core Drilling:
Driller $ 43.88
+ 2.50*
Driller Helper $ 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 $ 28.85

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

04/01/2024

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: 07/01/2023

Show Exhibit $ 55.75
+ 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 $ 44.50
Bldg. Carpenter 39.45
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:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$22.30</td>
<td>$27.88</td>
<td>$36.24</td>
<td>$44.60</td>
</tr>
<tr>
<td></td>
<td>+ 4.75*</td>
<td>+ 4.75*</td>
<td>+ 4.75*</td>
<td>+ 4.75*</td>
</tr>
</tbody>
</table>

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All terms $ 30.25

Wages per hour: Bldg. Carpenter

(1) year terms:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$20.20</td>
<td>$23.20</td>
<td>$27.45</td>
<td>$35.33</td>
</tr>
<tr>
<td></td>
<td>+ 1.85*</td>
<td>+ 2.30*</td>
<td>+ 2.80*</td>
<td>+ 3.80*</td>
</tr>
</tbody>
</table>

*This portion is not subject to overtime premiums.

Supplemental benefits per hour:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$15.22</td>
<td>$16.27</td>
<td>$19.37</td>
<td>$20.37</td>
</tr>
</tbody>
</table>

8-EXHIB

Carpenter - Heavy&Highway 04/01/2024

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: 07/01/2023

Heavy & Highway
Carpenter $ 59.16
+ 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per hour worked:

Heavy & Highway
Carpenter $ 45.34

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

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

REGISTERED APPRENTICES
Wage per hour:
One (1) year terms:
### Heavy & Highway

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 25.60</td>
<td>$ 31.20</td>
<td>$ 39.58</td>
<td>$ 47.97</td>
</tr>
<tr>
<td>+</td>
<td>5.30*</td>
<td>5.30*</td>
<td>5.30*</td>
<td>5.30*</td>
</tr>
</tbody>
</table>

*This portion is not subject to overtime premiums*

Supplemental Benefits:
Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>All terms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 31.83</td>
</tr>
</tbody>
</table>

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

**JOB DESCRIPTION** Electrician

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

**WAGES**
Per hour: 07/01/2023 01/01/2024

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree Trimmer</td>
<td>$ 34.21</td>
<td>$ 35.24</td>
<td></td>
</tr>
<tr>
<td>Ground Person</td>
<td>20.69</td>
<td>20.69</td>
<td></td>
</tr>
</tbody>
</table>

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:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree Trimmer</td>
<td>$ 12.81</td>
<td>$ 13.20</td>
</tr>
<tr>
<td>Ground Person</td>
<td>7.75</td>
<td>7.75</td>
</tr>
</tbody>
</table>

---

### Electrician

**JOB DESCRIPTION** Electrician

**DISTRICT** 9

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

**WAGES**
Per hour: 07/01/2023 04/11/2024

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician</td>
<td>$ 31.25</td>
<td>$ 32.00</td>
</tr>
<tr>
<td>Telephone</td>
<td>31.25</td>
<td>32.00</td>
</tr>
</tbody>
</table>

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:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2023</td>
<td>$ 26.55</td>
</tr>
<tr>
<td>04/11/2024</td>
<td>$ 27.21</td>
</tr>
</tbody>
</table>
* 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

---

**Electrician**

**JOB DESCRIPTION** Electrician

**DISTRICT** 9

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

**WAGES**
Per hour: 07/01/2023 04/11/2024

- Service Technician $36.40 $37.40

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 - Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

**SUPPLEMENTAL BENEFITS**
Per hour:
Journeyworker: $21.07 $21.85

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

---

**Electrician**

**JOB DESCRIPTION** Electrician

**DISTRICT** 9

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

**WAGES**
Per Hour: 07/01/2023 04/11/2024

- Electrician Audio/Sound and Temporary Light/ Power $61.00 $62.00

Evening (Swing Shift):
- Electrician Audio/Sound and Temporary Light/ Power 71.58 72.75

Night (Graveyard Shift):
- Electrician Audio/Sound and Temporary Light 80.17 81.49

Solar-Photovoltaic Systems

- Group 1 61.00 62.00

All tasks not listed in Group 2
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 call 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:

<table>
<thead>
<tr>
<th></th>
<th>Per Hour</th>
<th>52 Weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician</td>
<td>$63.84</td>
<td>$66.00</td>
</tr>
<tr>
<td></td>
<td>67.69*</td>
<td>69.91*</td>
</tr>
<tr>
<td>Swing Shift:</td>
<td>72.58</td>
<td>74.96</td>
</tr>
<tr>
<td></td>
<td>77.10*</td>
<td>79.56*</td>
</tr>
<tr>
<td>Graveyard Shift:</td>
<td>79.96</td>
<td>82.54</td>
</tr>
<tr>
<td></td>
<td>85.02*</td>
<td>87.69*</td>
</tr>
<tr>
<td>Temporary Light/Power:</td>
<td>28.56</td>
<td>30.33</td>
</tr>
<tr>
<td></td>
<td>31.81*</td>
<td>33.64*</td>
</tr>
<tr>
<td>Group 1:</td>
<td>63.84</td>
<td>66.00</td>
</tr>
<tr>
<td></td>
<td>67.69*</td>
<td>69.91*</td>
</tr>
<tr>
<td>Group 2:</td>
<td>26.55</td>
<td>27.20</td>
</tr>
<tr>
<td></td>
<td>28.52*</td>
<td>29.23*</td>
</tr>
</tbody>
</table>

* Applies when premium (OT) 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:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2023</th>
<th>04/11/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) year terms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>First term:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-6 mos.</td>
<td>$18.00</td>
<td>$18.00</td>
</tr>
<tr>
<td>7-12 mos.</td>
<td>18.50</td>
<td>18.50</td>
</tr>
<tr>
<td>Second term:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-6 mos.</td>
<td>19.50</td>
<td>19.50</td>
</tr>
<tr>
<td>7-12 mos.</td>
<td>20.50</td>
<td>20.50</td>
</tr>
<tr>
<td>Third term:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-6 mos.</td>
<td>21.50</td>
<td>21.50</td>
</tr>
<tr>
<td>7-12 mos.</td>
<td>22.50</td>
<td>22.50</td>
</tr>
<tr>
<td>Fourth term:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-6 mos.</td>
<td>23.50</td>
<td>23.50</td>
</tr>
<tr>
<td>7-12 mos.</td>
<td>25.50</td>
<td>25.50</td>
</tr>
<tr>
<td>Fifth term/MJ:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-12 mos.</td>
<td>26.75</td>
<td>27.50</td>
</tr>
</tbody>
</table>
Supplemental Benefits per hour:

One (1) year terms:

First Term:
- 0-6 mos: Regular $16.43, Overtime $17.63
- 7-12 mos: Regular $16.69, Overtime $17.92
Second Term:
- 0-6 mos: Regular $17.21, Overtime $18.51
- 7-12 mos: Regular $17.74, Overtime $19.10
Third Term:
- 0-6 mos: Regular $18.27, Overtime $19.70
- 7-12 mos: Regular $18.79, Overtime $20.28
Fourth Term:
- 0-6 mos: Regular $19.31, Overtime $20.87
- 7-12 mos: Regular $20.36, Overtime $22.05
Fifth Term/MIJ:
- 1-12 mos: Regular $24.13, Overtime $25.82
- 13-18 mos: Regular $26.55, Overtime $28.52

*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
Elevator Constructor 04/01/2024

JOB DESCRIPTION

Elevator Constructor

DISTRICT 4

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

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

WAGES

Per hour:

07/01/2023

Elevator Constructor
$77.49

Modernization & Service/Repair
$60.89

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor
$45.574

Modernization & Service/Repairs
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:

<table>
<thead>
<tr>
<th>1st Term*</th>
<th>2nd &amp; 3rd Term*</th>
<th>4th &amp; 5th Term</th>
<th>6th &amp; 7th Term</th>
<th>8th &amp; 9th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>50%</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS

Elevator Constructor

1st Term
$0.00

Modernization & Service/Repair

1st Term
$0.00
Glazier

04/01/2024

JOB DESCRIPTION Glazier

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

WAGES
Per hour: 7/01/2023

Glazier & Glass Tinting $ 61.64
*Scaffolding 65.64
Window Film
**Repair & Maintenance 30.76

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 30’ or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under $184,000.

SUPPLEMENTAL BENEFITS
Per hour: 7/01/2023

Glazier & Glass Tinting $ 40.20
Window Film
Repair & Maintenance 23.19

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
For 'Repair & Maintenance' 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'
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:

7/01/2023

1st term $ 21.93
2nd term 30.05
3rd term 39.95
4th term 48.97

Supplemental Benefits:
(Per hour)
1st term $ 18.25
2nd term 25.97
3rd term 31.27
4th term 34.32

8-1087 (DC9 NYC)

Insulator - Heat & Frost

04/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

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

WAGES
Per Hour: 07/01/2023

Insulators
Heat & Frost $ 70.51

SUPPLEMENTAL BENEFITS
Per Hour:
Insulators $ 35.76
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:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 28.20</td>
<td>$ 35.26</td>
<td>$ 42.31</td>
<td>$ 49.36</td>
</tr>
</tbody>
</table>

Supplemental Benefits:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 14.30</td>
<td>$ 17.88</td>
<td>$ 21.46</td>
<td>$ 25.03</td>
</tr>
</tbody>
</table>

Ironworker 04/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 9

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

WAGES
Per Hour: 07/01/2023 01/01/2024 Additional

Stone Derrickmen Rigger $ 72.90 + $ 1.64

Stone Handset
Derrickman 70.47 + $ 1.11

SUPPLEMENTAL BENEFITS
Per hour:

Stone Derrickmen Rigger $ 43.10

Stone Handset
Derrickman 42.84

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:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 35.90</td>
<td>$ 51.53</td>
<td>$ 57.32</td>
<td>$ 63.11</td>
</tr>
</tbody>
</table>

Supplemental Benefits:
Per hour:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>22.11</td>
<td>32.58</td>
<td>32.58</td>
<td>32.58</td>
</tr>
</tbody>
</table>

Stone Handset:

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

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>34.56</td>
<td>49.75</td>
<td>55.33</td>
<td>60.90</td>
</tr>
</tbody>
</table>
### Supplemental Benefits:

<table>
<thead>
<tr>
<th>Per hour:</th>
<th>07/01/2023</th>
<th>32.46</th>
<th>32.46</th>
<th>32.46</th>
</tr>
</thead>
</table>

### Ironworker

#### JOB DESCRIPTION
Ironworker

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

#### WAGES

<table>
<thead>
<tr>
<th>Per Hour:</th>
<th>07/01/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ornamental</td>
<td>$ 46.90</td>
</tr>
<tr>
<td>Chain Link Fence</td>
<td>46.90</td>
</tr>
<tr>
<td>Guide Rail</td>
<td>46.90</td>
</tr>
</tbody>
</table>

#### SUPPLEMENTAL BENEFITS

| Per hour: | Journeyworker: | $ 63.04 |

#### 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:

<table>
<thead>
<tr>
<th>1 year terms</th>
<th>07/01/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$ 21.13</td>
</tr>
<tr>
<td>2nd Term</td>
<td>24.77</td>
</tr>
<tr>
<td>3rd Term</td>
<td>28.40</td>
</tr>
<tr>
<td>4th Term</td>
<td>32.06</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supplemental Benefits per hour:</th>
<th>32.46</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$ 17.90</td>
</tr>
<tr>
<td>2nd Term</td>
<td>19.15</td>
</tr>
<tr>
<td>3rd Term</td>
<td>20.41</td>
</tr>
<tr>
<td>4th Term</td>
<td>21.67</td>
</tr>
</tbody>
</table>

### Ironworker

#### JOB DESCRIPTION
Ironworker

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

#### WAGES

<table>
<thead>
<tr>
<th>PER HOUR:</th>
<th>07/01/2023</th>
<th>01/01/2024</th>
<th>07/01/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ironworker:</td>
<td>Additional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structural Bridges</td>
<td>$ 57.20</td>
<td>$ 57.70</td>
<td>$ 57.70</td>
</tr>
<tr>
<td>Structural Machinery</td>
<td>$ 1.75/Hr.*</td>
<td>$ 1.75/Hr.*</td>
<td></td>
</tr>
</tbody>
</table>

(*)To be allocated at a later date.

#### SUPPLEMENTAL BENEFITS

<table>
<thead>
<tr>
<th>PER HOUR PAID:</th>
<th>32.46</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeymen</td>
<td>$ 87.35</td>
</tr>
<tr>
<td></td>
<td>$ 88.60</td>
</tr>
</tbody>
</table>

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

*NOTE: Benefits are calculated for every hour paid

#### HOLIDAY
PREVAILING WAGE RATES FOR 07/01/2023 - 06/30/2024
Last Published on Apr 01 2024
Published by the New York State Department of Labor
PRC Number 2024004800 New York County

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 $ 29.73 $ 29.98
2nd 30.33 30.58
3rd - 6th 30.94 31.19

Supplemental Benefits
PER HOUR PAID:
All Terms $ 60.69 $ 61.59

4-40/361-Str

Ironworker 04/01/2024

JOB DESCRIPTION Ironworker

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: 07/01/2023

Reinforcing & $ 56.95
Metal Lathing

"Base" Wage $ 55.20
plus $ 1.75

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

SUPPLEMENTAL BENEFITS
Per hour: $ 42.72

Reinforcing & Metal Lathing

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 $ 49.47
Double Time $ 56.22

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:

<table>
<thead>
<tr>
<th></th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wage</td>
<td>$ 22.55</td>
<td>$ 28.38</td>
<td>$ 34.68</td>
<td>$ 37.18</td>
</tr>
</tbody>
</table>

"Base" Wage $ 21.00
plus $ 1.55

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

SUPPLEMENTAL BENEFITS
Per Hour:
1st term 2nd term 3rd term 4th Term
$ 18.17 $ 21.34 $ 22.00 $ 22.50

**JOB DESCRIPTION** Laborer

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

**WAGES**
Per hour:

- Striper (Highway/streets):
  - 07/01/2023 07/01/2024
  - Additional
- Stripping-Machine Operator $ 40.00 $ 3.00
- Stripping Thermoplastic 44.00
- Flagger - Traffic Safety* 38.00

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

**SUPPLEMENTAL BENEFITS**
Per hour paid:

- Journeyworker $ 17.27

**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) $ 30.86
- 2nd Term (2001-4000 hours) 32.50

Supplemental Benefits per hour:
All Terms 17.27

**JOB DESCRIPTION** Laborer

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

**WAGES**
Per hour:

- Laborer/Excavation $ 44.50
  - Additional $ 2.30
- **Asbestos and Lead Abatement & Removal, Hazardous Waste Removal** (including soil)
  - Basic 44.50
  - Flagman 44.50
  - Pipelayer 44.50
  - *Tree Work, *Landscape 44.50

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

**Applies to Heavy & Highway projects

**SUPPLEMENTAL BENEFITS**
Per hour:

- Journeyworker $ 52.23

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.

<table>
<thead>
<tr>
<th>07/01/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 0 - 1000</td>
</tr>
<tr>
<td>2nd 1001-2000</td>
</tr>
<tr>
<td>3rd 2001-3000</td>
</tr>
<tr>
<td>4th 3001-4000</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

| All Apprentices | 52.23 |

9-731Ex

Laborer

04/01/2024

JOB DESCRIPTION Laborer

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, Derrail 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)

<table>
<thead>
<tr>
<th>07/01/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer (Tunnel)-FREE AIR:</td>
</tr>
<tr>
<td>Group 14</td>
</tr>
<tr>
<td>Group 16</td>
</tr>
<tr>
<td>Group 17*</td>
</tr>
</tbody>
</table>

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: Employer shall pay $10.00 per day for each half mile starting at a point 500 feet from the bottom of the shaft.

SUPPLEMENTAL BENEFITS
Per hour:

| GROUP 14 | $53.97 |

Page 37
GROUP 16 51.76
GROUP 17 47.91

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.

Laborer - Building 04/01/2024

JOB DESCRIPTION Laborer - Building DISTRICT 9

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

WAGES
Per hour: 07/01/2023 01/01/2024

Basic Laborer and Mason Tender $ 43.80* $ 44.70**

*Before calculating premium wage deduct $3.00
**Before calculating premium Wage deduct $3.25

SUPPLEMENTAL BENEFITS
Per hour:

Basic Laborer and Mason Tender $ 29.39 $ 29.99

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 hour terms at the following wage rate:

Term: 1st 2nd 3rd 4th

Basic Laborer and Mason Tender
07/01/2023 $ 21.80* $ 23.55* $ 25.05* $ 27.55*
01/01/2024 $ 22.05* $ 23.80* $ 25.30* $ 27.80*

*Before calculating premium wage deduct $0.50

Supplemental Benefits per hour:
JOB DESCRIPTION Laborer - Building

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

WAGES
Per hour:

07/01/2023

Skilled Interior Demolition Laborer: $ 39.70*
General Interior Demolition Laborer: 28.89**

* Before calculating overtime wages deduct $1.70

**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: 24.84
General Interior Demolition Laborer: 19.16

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

$ 21.80* $ 23.55* $ 25.05* $ 27.55*

* Before calculating overtime wages deduct $0.50

Supplemental Benefits Per Hour:

All Terms: 10.47

O 4/01/2024

JOB DESCRIPTION Laborer - Building

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

WAGES
Per hour: 07/01/2023

Laborer: $ 42.53
Laborer-Concrete
(including flag person) $ 42.53
+ $7.75*

* 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, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
Terms based on hours listed:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1334</td>
<td>$18.57</td>
<td>$19.95</td>
<td>$25.68</td>
</tr>
<tr>
<td>$1.99*</td>
<td>$6.82*</td>
<td>$7.30*</td>
<td></td>
</tr>
</tbody>
</table>

* This portion is not subjected to overtime premiums.

Supplemental Benefits:
Per hour:

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$12.20</td>
<td>$16.20</td>
<td>$16.20</td>
<td></td>
</tr>
<tr>
<td>$2.00*</td>
<td>$2.45*</td>
<td>$3.55*</td>
<td></td>
</tr>
</tbody>
</table>

Journeyworker rate applies after 4000 hours
*This portion subjected to same premium as wages.

9-6A/18A/20-C

Laborer - Building 04/01/2024

JOB DESCRIPTION Laborer - Building

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

WAGES
Per hour: 07/01/2023 01/01/2024
Building:
Plasterer Tender and Spray Fireproofing Tender
$43.80* $44.70**

* Before calculating overtime wages deduct $3.00
** Before calculating overtime wages deduct $3.25

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker $29.39 $29.99

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.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2023</td>
<td>$21.80*</td>
<td>$23.55*</td>
<td>$25.05*</td>
<td>$27.55*</td>
</tr>
<tr>
<td>01/01/2024</td>
<td>$22.05*</td>
<td>$23.80*</td>
<td>$25.30*</td>
<td>$27.80*</td>
</tr>
</tbody>
</table>

* Before calculating overtime wages deduct $ 0.50

Supplemental Benefits per hour:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2023</td>
<td>$10.47</td>
<td></td>
</tr>
<tr>
<td>01/01/2024</td>
<td>$10.77</td>
<td></td>
</tr>
</tbody>
</table>
**Laborer - Building** 04/01/2024

**JOB DESCRIPTION** Laborer - Building

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

**WAGES**

- **Per Hour:**
  - 07/01/2023
  - 01/02/2024
  - Additional
  - Asbestos, Lead $39.50* $1.50/Hr.
  - and Hazardous to be allocated

Material Abatement Laborer
(Re-Roofing Removal See Roofer)

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

**SUPPLEMENTAL BENEFITS**

- **Per Hour:** Laborer $19.65

**OVERTIME PAY**

See (B, B2, I) on OVERTIME PAGE

*Calculate at $39.50 per hour then add $0.95

**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 $20.50*
  - 2nd Term 21.50**
  - 3rd Term 24.50***
  - 4th Term 26.50****

**SUPPLEMENTAL BENEFIT**

- **Per Hour:** All Terms $14.25

**OVERTIME PAY:**

*Calculate at $20.00 per hour then add $0.50
**Calculate at $21.00 per hour then add $0.50
***Calculate at $24.00 per hour then add $0.50
****Calculate at $26.00 per hour then add $0.50

4-NYDC(78)

---

**Laborer - Building** 04/01/2024

**JOB DESCRIPTION** Laborer - Building

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

**WAGES**

- **Per Hour:**
  - 07/01/2023
  - 01/01/2024
  - Skilled Demolition Laborer: $41.93* $42.23*
  - General Demolition Laborer: 30.51** 30.81**

*Before calculating overtime wages deduct $3.00
**Before calculating overtime wages deduct $2.35

**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: $ 28.27 $ 28.57
General Demolition Laborer: 21.33 21.63

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.

<table>
<thead>
<tr>
<th>Date</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/23</td>
<td>$21.80*</td>
<td>$23.55*</td>
<td>$25.05*</td>
<td>$27.55*</td>
</tr>
<tr>
<td>01/01/24</td>
<td>$22.05*</td>
<td>$23.80*</td>
<td>$25.30*</td>
<td>$27.80*</td>
</tr>
</tbody>
</table>

*Before calculating overtime wages deduct $0.50

Supplemental Benefits per hour:

All Terms:
07/01/2023 $ 10.47
01/01/2024 $ 10.77

9-79/95

Laborer - Concrete & Asphalt Paving 04/01/2024

JOB DESCRIPTION  Laborer - Concrete & Asphalt Paving

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

WAGES

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

Per hour:

07/01/2023
Concrete Formsetter $ 48.85 + $ 7.25*
Asphalt Screeperson/Micro Paver 49.95 + $ 7.25*
Asphalt Raker 58.85 + $ 7.25*
Group 1 44.98 + $ 7.25*
Group 2 44.98 + $ 7.25*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker $ 44.62

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:

<table>
<thead>
<tr>
<th>1st term</th>
<th>2nd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1999</td>
<td>2000-4000</td>
</tr>
</tbody>
</table>

$ 30.86 + $ 7.25* $ 32.50 + $ 7.25*

* This portion is not subjected to overtime premiums.

Supplemental Benefits per hour:

2000 hours term:

<table>
<thead>
<tr>
<th>1st term</th>
<th>2nd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1999</td>
<td>2000-4000</td>
</tr>
</tbody>
</table>

$ 17.15 $ 17.15

9-1010H/H

**Laborer - Trac Drill**

**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: 07/01/2023

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$ 44.50</td>
</tr>
<tr>
<td>2</td>
<td>51.85</td>
</tr>
<tr>
<td>3</td>
<td>51.02</td>
</tr>
<tr>
<td>4</td>
<td>57.71</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**
Per Hour:

<table>
<thead>
<tr>
<th>All Classifications</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>52.23</td>
</tr>
</tbody>
</table>

**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.

07/01/2023
Supplemental Benefits per hour:

All Apprentices 52.23

9-731/29

**Laborer - Tunnel**

**JOB DESCRIPTION** Laborer - Tunnel

**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) 07/01/2023

Laborer (Compressed Air):

GROUP 5 $ 79.02
GROUP 6 76.21
GROUP 7 74.94
GROUP 8,9 73.43
GROUP 10 64.66

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 $ 56.19
GROUP 6 54.44
GROUP 7 53.34
GROUP 8,9 52.51
GROUP 10 49.65

**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.
Mason

JOB DESCRIPTION Mason

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

WAGES
Per Hour: 07/01/2023
Brick/Block Layer $65.39
Base Wage for OT Calculation 55.24

SUPPLEMENTAL BENEFITS
Per Hour:
Brick/Block Layer $32.60

OVERTIME PAY
See (A, E, E2, Q) on OVERTIME PAGE
Note: OT Calculated on Base Wage plus $10.15/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 $5.40/hr.:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:
All Apprentices $23.60

Mason - Building

JOB DESCRIPTION Mason - Building

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

WAGES
Building 07/01/2023 01/01/2024
Mosaic & Terrazzo Mechanic $60.65 $60.57
Mosaic & Terrazzo Finisher 59.04 58.96

SUPPLEMENTAL BENEFITS
Per hour:
Mosaic & Terrazzo Mechanic $30.26* $31.36*
+ $9.16 + $9.17
Mosaic & Terrazzo Finisher $30.26* $31.36*
+ $9.15 + $9.16

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

OVERTIME PAY
See (A, E, Q) on OVERTIME PAGE
07/01/2023- Deduct $7.25 from hourly wages before calculating overtime.
01/01/2024- 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
REGISTERED APPRENTICES
Wages Per hour:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2023</td>
<td>$25.82</td>
<td>$32.19</td>
<td>$36.39</td>
<td>$40.38</td>
<td>$48.52</td>
<td>$54.59</td>
</tr>
<tr>
<td>01/01/2024</td>
<td>$25.05</td>
<td>$32.21</td>
<td>$37.93</td>
<td>$38.99</td>
<td>$47.18</td>
<td>$55.38</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2023</td>
<td>$6.00*</td>
<td>$7.72*</td>
<td>$18.16*</td>
<td>$23.27*</td>
<td>$24.21*</td>
<td>$27.24*</td>
</tr>
<tr>
<td></td>
<td>+$3.21</td>
<td>+$4.12</td>
<td>+$5.50</td>
<td>+$6.41</td>
<td>+$7.33</td>
<td>+$8.29</td>
</tr>
<tr>
<td>01/01/2024</td>
<td>$7.12*</td>
<td>$9.16*</td>
<td>$17.22*</td>
<td>$25.36*</td>
<td>$26.36*</td>
<td>$27.36*</td>
</tr>
<tr>
<td></td>
<td>+$3.21</td>
<td>+$4.12</td>
<td>+$5.51</td>
<td>+$6.42</td>
<td>+$7.34</td>
<td>+$8.25</td>
</tr>
</tbody>
</table>

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

---

Mason - Building

JOB DESCRIPTION Mason - Building

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

WAGES
Per hour: 07/01/2023 12/04/2023 06/03/2024

<table>
<thead>
<tr>
<th></th>
<th>07/01/2023</th>
<th>12/04/2023</th>
<th>06/03/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tile Setters</td>
<td>$63.46</td>
<td>$63.98</td>
<td>$0.73</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2023</th>
<th>12/04/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>$26.46*</td>
<td>$26.66*</td>
<td></td>
</tr>
<tr>
<td>+ 10.05</td>
<td>+ 10.06</td>
<td></td>
</tr>
</tbody>
</table>

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

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
Work beyond 10 hours on 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:

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

<table>
<thead>
<tr>
<th></th>
<th>07/01/2023</th>
<th>12/04/2023</th>
<th>12/04/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>$21.70</td>
<td>$26.66</td>
<td>$33.75</td>
<td>$38.69</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Prevailing Wage Rates for 07/01/2023 - 06/30/2024
Published by the New York State Department of Labor
Last Published on Apr 01 2024
PRC Number 2024004800 New York County
Mason - Building

JOB DESCRIPTION Mason - Building

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

WAGES
Per hour:

Building-Marble Restoration:
Marble, Stone & Terrazzo Polisher

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:
Building-Marble Restoration:
Marble, Stone & Polisher

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY
Paid:
Overtime:
1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES
WAGES per hour:

900 hour term at the following wage:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>900</td>
<td>1800</td>
<td>2700</td>
<td></td>
</tr>
<tr>
<td>900</td>
<td>1800</td>
<td></td>
<td>$ 33.04</td>
<td>$ 37.78</td>
</tr>
<tr>
<td>1800</td>
<td></td>
<td>$ 37.78</td>
<td>$ 42.49</td>
<td>$ 47.22</td>
</tr>
<tr>
<td>2700</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits Per Hour:

|       |       |       |       |       |
|-------|-------|-------|-------|
| 27.65 | 28.52 | 29.41 | 30.29 |
| 27.99 | 28.86 | 29.76 | 30.64 |

9-7/24-MP

Mason - Building

JOB DESCRIPTION Mason - Building

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

WAGES
Per Hour:  
<table>
<thead>
<tr>
<th>Date</th>
<th>07/01/2023</th>
<th>07/03/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marble Cutters &amp; Setters</td>
<td>$62.82</td>
<td>$63.12</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:  
<table>
<thead>
<tr>
<th>Date</th>
<th>07/01/2023</th>
<th>07/03/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyworker</td>
<td>$39.03</td>
<td>$39.34</td>
</tr>
</tbody>
</table>

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:  
07/01/2023
750 hour terms at the following wage

<table>
<thead>
<tr>
<th>Wage</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-3000</td>
<td>$26.42</td>
<td>$39.62</td>
<td>$42.91</td>
<td>$46.22</td>
<td>$49.52</td>
<td>$53.38</td>
<td>$59.67</td>
<td>$62.82</td>
</tr>
<tr>
<td>3001-4500</td>
<td>$25.38</td>
<td>$28.86</td>
<td>$29.74</td>
<td>$30.60</td>
<td>$31.48</td>
<td>$36.44</td>
<td>$38.17</td>
<td>$39.03</td>
</tr>
<tr>
<td>4501-5250</td>
<td>$26.60</td>
<td>$39.82</td>
<td>$43.13</td>
<td>$46.45</td>
<td>$49.78</td>
<td>$53.64</td>
<td>$59.95</td>
<td>$63.12</td>
</tr>
<tr>
<td>5251-6000</td>
<td>$25.54</td>
<td>$29.09</td>
<td>$29.97</td>
<td>$30.84</td>
<td>$31.72</td>
<td>$36.73</td>
<td>$38.48</td>
<td>$39.34</td>
</tr>
</tbody>
</table>

Mason - Building  
04/01/2024

JOB DESCRIPTION  Mason - Building  

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

WAGES
Per hour:  
<table>
<thead>
<tr>
<th>Date</th>
<th>07/01/2023</th>
<th>12/04/2023</th>
<th>06/03/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tile Finisher</td>
<td>$48.78</td>
<td>$49.16</td>
<td>$49.16</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:  
<table>
<thead>
<tr>
<th>Date</th>
<th>07/01/2023</th>
<th>07/03/2023</th>
<th>07/01/2023</th>
<th>07/03/2023</th>
<th>07/01/2023</th>
<th>07/03/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>$23.31*</td>
<td>$23.15*</td>
<td>+$9.87</td>
<td>+$9.88</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
* 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, 25) on HOLIDAY PAGE

---

**Mason - Building**

**JOB DESCRIPTION** Mason - Building

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

**WAGES**

- Per hour: 07/01/2023 07/03/2023
  - Marble, Stone, Maintenance Finishers: $27.26 $27.44

  **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 Maintenance Finishers: $14.97 $15.20

**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:** 07/01/2023 07/03/2023

<table>
<thead>
<tr>
<th>Range</th>
<th>07/01/2023</th>
<th>07/03/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-750</td>
<td>$21.89</td>
<td>$22.04</td>
</tr>
<tr>
<td>751-1500</td>
<td>22.60</td>
<td>22.75</td>
</tr>
<tr>
<td>1501-2250</td>
<td>23.32</td>
<td>23.48</td>
</tr>
<tr>
<td>2251-3000</td>
<td>24.04</td>
<td>24.20</td>
</tr>
<tr>
<td>3001-3750</td>
<td>25.11</td>
<td>25.27</td>
</tr>
<tr>
<td>3751-4500</td>
<td>26.54</td>
<td>26.72</td>
</tr>
<tr>
<td>4501+</td>
<td>27.26</td>
<td>27.44</td>
</tr>
</tbody>
</table>

**Supplemental Benefits:**

- Per hour:
  - Marble, Stone Maintenance Finishers: 12.03 $12.24
  - 751-1500 12.43 $12.64
  - 1501-2250 12.82 $13.03
  - 2251-3000 13.21 $13.42
  - 3001-3750 13.80 $14.02
  - 3751-4500 14.58 $14.80
  - 4501+ 14.97 $15.20

---

**Mason - Building / Heavy&Highway**

**JOB DESCRIPTION** Mason - Building / Heavy&Highway

**ENTIRE COUNTIES**

---
Prevailing Wage Rates for 07/01/2023 - 06/30/2024
Published by the New York State Department of Labor
Last Published on Apr 01 2024
PRC Number 2024004800 New York County

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

WAGES
Per hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Marble-Finisher</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2023</td>
<td>$ 49.32</td>
</tr>
<tr>
<td>07/03/2023</td>
<td>$ 49.65</td>
</tr>
<tr>
<td>01/01/2024</td>
<td>$ 49.92</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Journeyworker:
Per hour

<table>
<thead>
<tr>
<th>Date</th>
<th>Marble-Finisher</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 36.62</td>
</tr>
<tr>
<td></td>
<td>$ 36.67</td>
</tr>
<tr>
<td></td>
<td>$ 36.93</td>
</tr>
</tbody>
</table>

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, 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 04/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway
DISTRICT 4

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

WAGES
Per Hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Cement Mason</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2023</td>
<td>$ 53.77</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

<table>
<thead>
<tr>
<th>Rate</th>
<th>Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.5 X overtime rate</td>
<td>$ 34.16</td>
</tr>
<tr>
<td>2 X overtime rate</td>
<td>$ 61.70</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Term</th>
<th>Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$ 19.92</td>
</tr>
<tr>
<td>2nd Term</td>
<td>$ 24.82</td>
</tr>
<tr>
<td>3rd Term</td>
<td>$ 30.22</td>
</tr>
</tbody>
</table>

Supplement Benefits per hour paid:

<table>
<thead>
<tr>
<th>Term</th>
<th>1.5X OT</th>
<th>2X OT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$ 14.36</td>
<td>$ 21.55</td>
</tr>
<tr>
<td>2nd Term</td>
<td>$ 14.66</td>
<td>$ 22.00</td>
</tr>
<tr>
<td>3rd Term</td>
<td>$ 14.77</td>
<td>$ 22.16</td>
</tr>
</tbody>
</table>

4-780

Mason - Building / Heavy&Highway 04/01/2024

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:

<table>
<thead>
<tr>
<th>Date</th>
<th>Stone Setter</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2023</td>
<td>$ 68.45</td>
</tr>
<tr>
<td>05/01/2024</td>
<td>$ 3.32*</td>
</tr>
</tbody>
</table>

Base Rate  52.76
Stone Tender 51.82
Base Rate 44.54

(*) To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**
Per Hour:

Stone Setter $40.78
Stone Tender 23.15

**OVERTIME PAY**
See (*C, **E, Q) on OVERTIME PAGE
Base Rates are use to Calculate Overtime Premiums then adding in:
$15.69/Hr. for Stone Setter and $7.28/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 $7.33:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits:
All Apprentices $25.50

---

**Mason - Heavy&Highway**

**DISTRICT** 4

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

**WAGES**
Per Hour: 07/01/2023

Pointer, Caulkers & Cleaners $62.19

**SUPPLEMENTAL BENEFITS**
Per Hour:

Pointer, Cleaners & Caulkers $30.65

**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.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Apprentices Supplemental Benefits:
(per hour paid)

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
</tr>
</tbody>
</table>
Operating Engineer - Building

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) 07/01/2023

Building Construction:

Party Chief $ 77.39
Instrument Man 61.25
Rodman 41.39

Steel Erection:

Party Chief 80.16
Instrument Man 63.60
Rodman 44.23

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

Party Chief 85.74
Instrument man 64.40
Rodman 54.90

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2023

Building Construction $ 28.04* +$ 7.65
Steel Erection 28.64* +$ 7.65
Heavy Construction 28.85* +$ 7.64

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit: 21.19

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

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

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, Lorain, Lebherr, Mannes or machines of a similar nature, Wellpoints)-Driving maintenance trucks and truck mounted welding machines, burning, welding-operating of accumulator for shield-driven tunnels, in addition to the performance of other duties: Handling, installation, jointing, coupling of all permanent steel and plastic pipe. RIDE UPON MOLES-tunnel boring machines-MICRO TUNNELING SYSTEMS, All temporary pipefitting;When three or more motorized concrete buggies(Ride type)are utilized on the jobsite they shall be serviced, maintained and repaired by the maintenance engineer. The Operating Engineer on autogrades(C.M.I.)is to be assisted by the maintenance engineer who shall in addition perform other duties.

WAGES:

Per hour: 07/01/2023

Steel Erection:
- Group 1 $ 78.26
- Group 2 74.05
- Group 3 57.92

Building Construction:
- Group 1 $ 73.54
- Group 2 58.49
- Group 3 70.22
- Group 4 53.75
- Group 5 47.20

Heavy Construction:
- Group 1 $ 56.10
- Group 2 57.38
- Group 3 105.22
- Group 4 81.67

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Building Construction $ 29.40* plus $7.40
Steel Erection & Heavy 29.90* 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:

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Wage</td>
<td>$ 37.28</td>
<td>$ 44.23</td>
<td>$ 47.70</td>
<td>$ 51.17</td>
</tr>
</tbody>
</table>

Supplemental Benefits:
Per Hour:
All Terms $ 15.65* Plus 7.40

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

---

**Operating Engineer - Building / Heavy & Highway** 04/01/2024

**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: 07/01/2023
Maintenance Engineer $ 81.67
(Sewer Systems)

**SUPPLEMENTAL BENEFITS**
Per Hour: 07/01/2023
Journeyman 29.90*
plus $ 7.40

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

Non-Worked Holiday Supplemental Benefits:

23.94

**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:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
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<td>$37.28</td>
<td>$44.23</td>
<td>$47.70</td>
<td>$51.17</td>
</tr>
</tbody>
</table>

Supplemental Benefits:
Per Hour:
All Apprentices: $ 15.65* plus $ 7.40

* This portion of benefits subject to the same premium as overtime wages. 9-15Sewer
Operating Engineer - Building / Heavy&Highway 04/01/2024

**JOB DESCRIPTION** Operating Engineer - Building / Heavy&Highway

**DISTRICT** 4

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

**WAGES**

<table>
<thead>
<tr>
<th></th>
<th>Per Hour:</th>
<th>07/01/2023</th>
<th>08/01/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Well Driller</td>
<td>$ 40.63</td>
<td>$ 41.85</td>
<td></td>
</tr>
<tr>
<td>Well Driller Helper</td>
<td>$ 34.17</td>
<td>$ 36.26</td>
<td></td>
</tr>
</tbody>
</table>

Hazardous Waste Differential
Added to Hourly Wage:
- Level A: $ 3.00
- Level B: 2.00
- Level C: 1.00

Monitoring Well Work
Add to Hourly Wage:
- Level A: $ 3.00
- Level B: 2.00

**SUPPLEMENTAL BENEFITS**
Per Hour:
- Well Driller: 10% of straight & Helper: time rate plus $ 13.50

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
- 2nd Term: 29.00
- 3rd Term: 30.00

**SUPPLEMENTAL BENEFITS**
Per Hour:
- All Terms: 10% of Wage + $ 13.50

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

---

Operating Engineer - Building & Steel Erection 04/01/2024

**JOB DESCRIPTION** Operating Engineer - Building & Steel Erection

**DISTRICT** 9

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

**WAGES**

<table>
<thead>
<tr>
<th></th>
<th>Per Hour:</th>
<th>07/01/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three Drum Derricks</td>
<td>$ 104.60</td>
<td></td>
</tr>
<tr>
<td>Cranes, Two Drum Derricks, Hydraulic Cranes &amp; Fork Lifts, Boom Trucks</td>
<td>100.81</td>
<td></td>
</tr>
<tr>
<td>Compressors, Welding Machines</td>
<td>63.21</td>
<td></td>
</tr>
</tbody>
</table>

---

Page 55
Compressors 60.56
(not combined with welding machines)

BUILDING CONSTRUCTION:
Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes, 101.22
Double Drum 96.01
4 Pole Hoists and Single Drum Hoists 87.63
Fork Lifts, Plaster(Platform Machine)Plaster Bucket, Concrete Pumps and all other equipment used for hoisting 80.39

*House Cars and Rack & Pinion 71.20
*House Cars (New Projects) 58.32
Erecting and dismantling Cranes 88.49

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 62.05

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: 07/01/2023
All Operator Classes $ 25.40* 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:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/23</td>
<td>$43.95</td>
<td>$53.21</td>
<td>$62.47</td>
</tr>
</tbody>
</table>

Supplemental Benefits Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Straight Time</td>
<td>$14.90*</td>
</tr>
<tr>
<td></td>
<td>plus $ 6.20</td>
</tr>
</tbody>
</table>

* This portion of benefits subject to the same premium as shown for overtime wages.
**JOB DESCRIPTION** Operating Engineer - Heavy Construction 1

**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) 07/01/2023

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$120.29</td>
</tr>
<tr>
<td>2</td>
<td>100.67</td>
</tr>
<tr>
<td>3</td>
<td>103.65</td>
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<tr>
<td>4</td>
<td>101.34</td>
</tr>
<tr>
<td>5</td>
<td>99.50</td>
</tr>
<tr>
<td>6</td>
<td>95.86</td>
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<tr>
<td>7</td>
<td>97.51</td>
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<tr>
<td>8</td>
<td>94.93</td>
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<tr>
<td>9</td>
<td>93.11</td>
</tr>
<tr>
<td>10</td>
<td>89.36</td>
</tr>
<tr>
<td>11</td>
<td>84.03</td>
</tr>
<tr>
<td>12</td>
<td>85.71</td>
</tr>
<tr>
<td>13</td>
<td>86.28</td>
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<tr>
<td>14</td>
<td>78.25</td>
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<tr>
<td>15</td>
<td>67.08</td>
</tr>
<tr>
<td>16</td>
<td>62.93</td>
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<tr>
<td>17</td>
<td>90.70</td>
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<tr>
<td>18</td>
<td>62.57</td>
</tr>
<tr>
<td>19</td>
<td>94.93</td>
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<tr>
<td>20</td>
<td>92.71</td>
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<tr>
<td>21</td>
<td>79.64</td>
</tr>
<tr>
<td>22</td>
<td>92.71</td>
</tr>
</tbody>
</table>

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

---

**Prevailing Wage Rates for 07/01/2023 - 06/30/2024**

Published by the New York State Department of Labor

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**Page 57**
Regular Time $ 25.40* plus $ 6.20

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

Non-Worked Holiday Supplemental Benefits:
$ 19.95

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:

Groups 1-22

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
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</thead>
<tbody>
<tr>
<td>43.95</td>
<td>53.21</td>
<td>62.47</td>
</tr>
</tbody>
</table>

Supplemental Benefits:

Groups 1-22
Regular Time $ 14.90*
plus $ 6.20

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

OPERATING ENGINEER - HEAVY CONSTRUCTION 2

JOB DESCRIPTION Operating Engineer - Heavy Construction 2
DISTRIBUTION 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) 07/01/2023

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>84.34</td>
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<tr>
<td>24</td>
<td>82.03</td>
</tr>
<tr>
<td>25</td>
<td>78.16</td>
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<tr>
<td>26</td>
<td>74.26</td>
</tr>
<tr>
<td>27</td>
<td>53.38</td>
</tr>
<tr>
<td>28</td>
<td>78.16</td>
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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 29.90* plus $7.40

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

Non-Worked Holiday Supplemental Benefits: 23.47

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:

<table>
<thead>
<tr>
<th>Groups 23-28</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
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<td>$37.28</td>
<td>$44.23</td>
<td>$47.70</td>
<td>$51.17</td>
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</tbody>
</table>

Supplemental Benefits:

Regular Time $15.65* plus $7.40

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

04/01/2024

Operating Engineer - Marine Dredging

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: 07/01/2023 10/01/2023

CLASS A1
Deck Captain, Leverman
Mechanical Dredge Operator
Licensed Tug Operator 1000HP or more.

$43.94 $45.26

CLASS A2
Crane Operator (360 swing)

39.16 40.33

CLASS B
To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.

Dozer, Front Loader
Operator on Land

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

38.00 39.14

CLASS B2
Certified Welder

35.77 36.84

CLASS C1
Drag Barge Operator,
Steward, Mate,
Assistant Fill Placer

34.79 35.83
CLASS C2
Boat Operator

CLASS D
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 $11.85 plus 6% of straight time of straight time wage, Overtime hours wage, Overtime hours add $0.63 add $0.63

All Class C $11.60 plus 6% of straight time of straight time wage, Overtime hours wage, Overtime hours add $0.50 add $0.50

All Class D $11.35 plus 6% of straight time of straight time wage, Overtime hours wage, Overtime hours add $0.38 add $0.50

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

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

Operating Engineer - Survey Crew - Consulting Engineer 04/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

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: 07/01/2023
Survey Classifications
Party Chief $47.15
Instrument Man 39.30
Rodman 34.35

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members: $23.15

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

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

04/01/2024

JOB DESCRIPTION Painter

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

WAGES
Per hour: 07/01/2023

Brush $ 51.70*

Abatement/Removal of lead based or lead containing paint on materials to be repainted. $ 51.70*

Spray & Scaffold $ 54.70*

Fire Escape $ 54.70*

Decorator $ 54.70*

Paperhanger/Wall Coverer $ 54.48*

*Subtract $ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS
Per hour:

Paperhanger $ 34.60

All others 32.73

Premium 36.70**

**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: 07/01/2023

Appr 1st term... $ 19.95*

Appr 2nd term... 25.56*

Appr 3rd term... 31.05*

Appr 4th term... 41.62*

*Subtract $ 0.10 to calculate premium rate.

Supplemental benefits:
Per Hour:

Appr 1st term... $ 16.06

Appr 2nd term... 19.95

Appr 3rd term... 23.02

Appr 4th term... 29.16

8-NYDC9-B/S

04/01/2024

JOB DESCRIPTION Painter

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

PARTIAL COUNTIES
Nassau: Atlantic Beach, Cedarhurst, 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: 07/01/2023
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 04/01/2024

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

WAGES
Per Hour:
STEEL:
Bridge Painting:
07/01/2023 10/01/2023
$ 54.50 $ 56.00
+ 10.10* + 10.35*

ADDITIONAL $6.50 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:

$ 11.78
+ 30.85* $ 12.43
+ 31.55*

* 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 $ 21.80 $ 22.40
+ 4.04 + 4.14
2nd year $ 32.70 $ 33.60
+ 6.06 + 6.21
3rd year $ 43.60 $ 44.80
+ 8.08 + 8.28

Supplemental Benefits - Per hour:
1st year $ .90 $ 1.16
+ 12.34 + 12.62
2nd year $ 7.07 $ 7.46
+ 18.51 + 18.93
3rd year $ 9.42 $ 9.94
+ 24.68 + 25.24

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

8-DC-9/806/155-BrSS

Painter - Metal Polisher

JOB DESCRIPTION Painter - Metal Polisher
DISTRIBUTION 8

ENTIRE COUNTIES

WAGES
07/01/2023
Metal Polisher $ 38.18
Metal Polisher* 39.28
Metal Polisher** 42.18

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

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2023
Journeyworker:
All classification $ 12.34

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, 11, 15, 16, 25, 26) on HOLIDAY PAGE

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

07/01/2023
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 $ 8.69
2nd year 8.69
3rd year 8.69

---

**JOB DESCRIPTION** Plasterer

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

**WAGES**
Per hour:

<table>
<thead>
<tr>
<th>Building:</th>
<th>07/01/2023</th>
<th>08/01/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plasterer/Traditional &amp;</td>
<td>$ 46.00</td>
<td>$ 47.72</td>
</tr>
<tr>
<td>Spraying Fireproofing</td>
<td>+ $5.00*</td>
<td>+ $5.00*</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**
Per hour:
Journeyworker $ 23.15 $ 25.35

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE
*This portion is not subjected to OT premiums.

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

**REGISTERED APPRENTICES**
Wages:

<table>
<thead>
<tr>
<th>(per hour)</th>
<th>07/01/2023</th>
<th>08/01/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>800 hours term:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st term</td>
<td>$ 25.44 + 2.75*</td>
<td>$ 19.30+ 0.68*</td>
</tr>
<tr>
<td>2nd term</td>
<td>27.49 + 2.51*</td>
<td>$ 22.53+ 0.81*</td>
</tr>
<tr>
<td>3rd term</td>
<td>32.38 + 3.50*</td>
<td>$ 25.79+ 0.95*</td>
</tr>
<tr>
<td>4th term</td>
<td>34.68 + 3.75*</td>
<td></td>
</tr>
</tbody>
</table>

*This portion is not subjected to OT premiums.

Supplemental Benefits:

<table>
<thead>
<tr>
<th>(800) hours term:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 14.70</td>
<td>$ 11.59</td>
</tr>
<tr>
<td>2nd term</td>
<td>15.60</td>
<td>$ 12.02</td>
</tr>
<tr>
<td>3rd term</td>
<td>17.43</td>
<td>$ 12.52</td>
</tr>
<tr>
<td>4th term</td>
<td>18.35</td>
<td></td>
</tr>
</tbody>
</table>
ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

07/01/2023

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:

Repairs & Maintenance
See (1) on HOLIDAY PAGE.

Overtime:

REGISTERED APPRENTICES
Wages per hour:

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

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd&amp;4th</th>
<th>5th&amp;6th</th>
<th>7th&amp;8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$16.78</td>
<td>$19.78</td>
<td>$28.99</td>
<td>$31.09</td>
<td>$33.94</td>
<td>$35.34</td>
<td>$47.41</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd-10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5.43</td>
<td>$6.43</td>
<td>$21.95</td>
<td></td>
</tr>
</tbody>
</table>

04/01/2024
SUPPLEMENTAL BENEFITS
Per hour:

Plumber $26.33

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE.
Overtime: See (5, 6, 11, 12, 16, 25) on HOLIDAY PAGE.

Plumber - Repairs & Maintenance 04/01/2024

JOB DESCRIPTION Plumber - Repairs & Maintenance
ENTIRE COUNTIES Bronx, Kings, New York, Queens, Richmond

WAGES Per hour:
Repairs & Maintenance 07/01/2023
$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
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.

Roofer 04/01/2024

JOB DESCRIPTION Roofer
ENTIRE COUNTIES Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES Per Hour:
07/01/2023 05/01/2024
Additional
Roofers/Waterproofers $46.50 $49.00
+ $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:
$31.37

OVERTIME PAY
See (B, H) on OVERTIME PAGE
Note: An observed holiday that falls on a Sunday will be observed the following Monday.
HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year term apprentices indentured prior to 01/01/2023

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$16.28</td>
<td>$23.25</td>
<td>$27.90</td>
<td>$34.88</td>
</tr>
<tr>
<td>+</td>
<td>3.50*</td>
<td>4.20*</td>
<td>5.26*</td>
<td></td>
</tr>
</tbody>
</table>

Supplements:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$4.03</td>
<td>$15.85</td>
<td>$18.95</td>
<td>$23.61</td>
</tr>
</tbody>
</table>

* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$17.67</td>
<td>$20.93</td>
<td>$23.25</td>
<td>$27.90</td>
<td>$34.88</td>
</tr>
<tr>
<td>+</td>
<td>3.16*</td>
<td>3.50*</td>
<td>4.20*</td>
<td>5.26</td>
<td></td>
</tr>
</tbody>
</table>

Supplements:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$7.61</td>
<td>$14.29</td>
<td>$15.85</td>
<td>$18.95</td>
<td>$23.61</td>
</tr>
</tbody>
</table>

* This portion is not subjected to overtime premiums.

Sheetmetal Worker

JOB DESCRIPTION Sheetmetal Worker

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

WAGES
Per Hour: 07/01/2023

Sign Erector $56.00

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

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2023

Sign Erector $55.66

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

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

REGISTERED APPRENTICES
Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>35%</td>
<td>40%</td>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td></td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

07/01/2023

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$14.95</td>
<td>$16.95</td>
<td>$18.93</td>
<td>$20.93</td>
<td>$28.56</td>
<td>$31.05</td>
<td>$33.57</td>
<td>$36.05</td>
<td>$38.56</td>
<td>$41.05</td>
<td></td>
</tr>
</tbody>
</table>

Sheetmetal Worker

JOB DESCRIPTION Sheetmetal Worker

ENTIRE COUNTIES

DISTRICT 4
**Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk**

### WAGES

<table>
<thead>
<tr>
<th></th>
<th>7/01/2023</th>
<th>11/01/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheetmetal Worker</td>
<td>$59.94</td>
<td>$61.09</td>
</tr>
<tr>
<td>Maintenance of Fans</td>
<td>$47.95</td>
<td>$48.87</td>
</tr>
</tbody>
</table>

### SUPPLEMENTAL BENEFITS

<table>
<thead>
<tr>
<th></th>
<th>7/01/2023</th>
<th>11/01/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheetmetal Worker</td>
<td>$51.16</td>
<td>$53.25</td>
</tr>
<tr>
<td>Maintenance Worker</td>
<td>$51.16</td>
<td>$53.25</td>
</tr>
</tbody>
</table>

### 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

1. **Six (6) Month Terms As Follows:**
   - 1st & 2nd Term: $20.85, 21.26
   - 3rd & 4th Term: 26.87, 27.39
   - 5th & 6th Term: 32.89, 33.52
   - 7th & 8th Term: 41.94, 42.75
   - 9th Term: 47.53, 48.55

2. **Per Hour: Supplemental Benefits**
   - 1st & 2nd Term: $19.02, 19.66
   - 3rd & 4th Term: 25.90, 26.73
   - 5th & 6th Term: 30.55, 31.57
   - 7th & 8th Term: 37.49, 38.78
   - 9th Term: 42.14, 43.62

---

**Steamfitter 04/01/2024**

### JOB DESCRIPTION
Steamfitter

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

### WAGES

<table>
<thead>
<tr>
<th></th>
<th>07/01/2023</th>
<th>01/01/2024</th>
<th>07/01/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC Service/Heat Service</td>
<td>$44.85</td>
<td>$1.25/Hr.*</td>
<td>$1.25/Hr.*</td>
</tr>
</tbody>
</table>

(*)To be allocated at a later date.

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: $20.71
- Per Hour Paid: 17.65

### 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 $21.71
2nd Term 26.21
3rd Term 30.53
4th Term 36.87

Benefits per hour Worked:
Per Hour Paid: Per Hour Paid:
1st Term $14.20 $11.14
2nd Term 14.57 12.48
3rd Term 15.91 13.38
4th Term 17.72 15.77

Supplemental Benefits per hour Worked:
Per Hour Paid: Per Hour Worked:
1st Term $21.80 $13.24
2nd Term 27.05 14.87
3rd Term 32.28 16.18
4th Term 37.53 17.77

JOB DESCRIPTION Steamfitter
DISTRIBUTION
ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2023

Sprinkler/Steam $69.11
AC/Heat Fitter
Temporary 52.54
Heat & AC Fitter

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

SUPPLEMENTAL BENEFITS
Per Hour:

Sprinkler/Steam $53.24
Fitter
Temporary 43.67
Heat & AC Fitter

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 $138.22 Benefit $106.48
Temp Heat/AC Wages $105.08 Benefit $87.34

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:

<table>
<thead>
<tr>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
<th>5th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>$27.68</td>
<td>$34.59</td>
<td>$41.49</td>
<td>$48.40</td>
<td>$55.30</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFIT per hour:

<table>
<thead>
<tr>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
<th>5th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>$21.80</td>
<td>$27.05</td>
<td>$32.28</td>
<td>$37.53</td>
<td>$42.76</td>
</tr>
</tbody>
</table>
Premium Time Amounts:

<table>
<thead>
<tr>
<th></th>
<th>43.60</th>
<th>54.10</th>
<th>64.56</th>
<th>75.06</th>
<th>85.52</th>
</tr>
</thead>
</table>

Teamster - Heavy Construction

**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)

<table>
<thead>
<tr>
<th>07/01/2023</th>
<th>07/01/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional</td>
<td>Additional</td>
</tr>
<tr>
<td>Dump Trucks</td>
<td>$43.835</td>
</tr>
<tr>
<td>Tractor Trailers</td>
<td>$46.68</td>
</tr>
<tr>
<td>Euclid/Turnapull</td>
<td>$51.5525</td>
</tr>
</tbody>
</table>

**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.

Welder

**JOB DESCRIPTION**  Welder

**DISTRICT**  1

**ENTIRE COUNTIES**


**WAGES**

**Per hour**  07/01/2023

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.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>None</td>
</tr>
<tr>
<td>2</td>
<td>Labor Day</td>
</tr>
<tr>
<td>3</td>
<td>Memorial Day and Labor Day</td>
</tr>
<tr>
<td>4</td>
<td>Memorial Day and July 4th</td>
</tr>
<tr>
<td>5</td>
<td>Memorial Day, July 4th, and Labor Day</td>
</tr>
<tr>
<td>6</td>
<td>New Year's, Thanksgiving, and Christmas</td>
</tr>
<tr>
<td>7</td>
<td>Lincoln's Birthday, Washington's Birthday, and Veterans Day</td>
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<td>8</td>
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<tr>
<td>9</td>
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<tr>
<td>14</td>
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<td>15</td>
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<tr>
<td>18</td>
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<tr>
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<td>1/2 Day before New Years</td>
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<td>Memorial Day</td>
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<td>28</td>
<td>Easter Sunday</td>
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Juneteenth
**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**

<table>
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<tr>
<th>Submitted By:</th>
<th>Contracting Agency</th>
<th>Architect or Engineering Firm</th>
<th>Public Work District Office</th>
<th>Date:</th>
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**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)

<table>
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<tr>
<th>Telephone</th>
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2. NY State Units (see Item 5).
   - 01 DOT
   - 02 OGS
   - 03 Dormitory Authority
   - 04 State University
   - 05 Mental Hygiene
   - 06 OTHER N.Y. STATE UNIT
   - 07 City
   - 08 Local School District
   - 09 Special Local District, i.e., Fire, Sewer, Water District
   - 10 Village
   - 11 Town
   - 12 County
   - 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO  
   (check if new or change)

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<th>E-Mail:</th>
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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:
   - Fuel Delivery
   - Guards, Watchmen
   - Janitors, Porters, Cleaners, Elevator Operators
   - Moving furniture and equipment
   - Trash and refuse removal
   - Window cleaners
   - Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding?  
   YES ☐  NO ☐

10. Name and Title of Requester

<table>
<thead>
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<th>Signature</th>
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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://apps.labor.ny.gov/EDList/searchPage.do

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322
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EXHIBIT C: SPECIFICATIONS
SECTION 101401 - SIGNAGE – DONOR WALK LAYOUT AND PAVER ENGRAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The Contract Documents, including but not limited to, the Drawings and individual Specification Sections and Contractor’s Submission Schedule, apply to this Section.

1.2 SUMMARY

A. Work of this Section includes all labor materials, equipment and services necessary to complete the layout and engraving of Donor Pavers. Donor Paver engraving is to be executed on site on existing pavers installed by others, as shown on the drawings and/or specified herein, including, but not limited to the following:

1. Donor Walk Layout Drawings.
   a. Contractor to provide verified as-built layout of existing pavers prior to creation of donor walk layout drawings. Layout drawings to utilize verified as-built conditions.
   b. Layout drawings and details to be created and provided for each unique Donor Paver inscription and for the layout of unique Donor Pavers within the overall Donor Walk.
   c. Layout drawings to be updated and submitted for each executed phase of installation.
   d. Layout drawings to be coordinated with Owners Representative for unique Donor inscriptions.

2. Engraving of Donor Pavers.
   a. Engraving is be executed on site, and applied to stone pavers in place as previously installed by others.


B. LEED General Requirements:

1. The Owner requires the Contractor to implement practices and procedures to meet the project’s environmental performance goals, which include achieving LEED Certification. Specific project goals that may impact this area of work include: Use of recycled-content materials; use of locally-manufactured materials; use of low-emitting materials; construction waste recycling; and the implementation of a construction indoor air quality management plan. The Contractor shall ensure that the requirements related to these goals, as defined in the sections below, are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or their
Subcontractors, shall not be allowed if such changes compromise the stated LEED
Building Performance Criteria.

a. Comply with LEED (Leadership in Energy and Environmental Design)

b. Sustainable Design Intent: Comply with project requirements intended to
achieve sustainable design, measured and documented according to the LEED
Green Building Rating System, of the US Green Building Council. Refer to
Division 1, SUSTAINABLE DESIGN REQUIREMENTS for certification level
and certification requirements.

2. Related Work Specified Elsewhere:

a. Section 01 74 19 “Construction Waste Management and Disposal”
b. Section 01 81 13 “Sustainable Design Requirements.”
c. Section 01 81 13.23 “Sustainable Design Requirements Exhibits.”

C. Related Sections:

1. Section 044201 Exterior Stone Masonry

1.3 PERFORMANCE REQUIREMENTS

A. Stone Abrasion Resistance: Minimum value of 12, based on testing according to ASTM C 241
or ASTM C 1353, unless a higher value is required by the building stone standard.

1.4 SUBMITTALS

A. Product Data: Required for all relevant color infill paint and sealant products, including color
range for selection.

B. Shop Drawings: Submit shop drawings for the installation of all work and associated
components. Shop drawings shall utilize contractor-provided and verified as-built site
conditions for pavers and adjacent conditions. Shop drawings should assume multiple reviews
for layout and inscription content, and shall be approved by Architect and by Owners
Representative prior to engraving.

1. Donor Walk Layout Drawings –

a. Layout drawings and details shall be created to include:
   1. Key plan of overall Donor Walk, indicating location and orientation of each
      unique Donor Paver to be engraved.
   2. Enlargements of each unique Donor Paver, showing text layout for each
      unique inscription.

b. Layout drawings shall include locations verified in field of paver layout and
paver dimensions, building entry vestibule and all interfacing site elements and
potential obstructions such as paving edges, drains, walls, building columns,
handrail posts, and site furnishings.

c. Layout drawings to be updated and submitted for each executed phase of
installation.
d. Layout drawings to be coordinated and approved with Owners Representative for unique Donor inscriptions prior to production of Donor Paver Engraving Stencils.

2. Donor Paver Engraving Stencils –
   a. Shop drawings of paper proofs for engraving stencils to be provided by stone engraver for each unique Donor Paver according to approved Donor Walk Layout Drawings.
   b. Engraving stencil proofs to be reviewed and approved by Architect and Owners Representative prior to execution of mockup engraving.

C. Samples:
   1. Submit (1) unit sample for each lettering size and type. Samples to be a minimum 6” x 6” in size and include a minimum of 3 individual letters per sample. Engraving samples to include color infill and for base material shall use the same stone type and finish as stone installed for Stone Pavement under 044201 – EXTERIOR STONE MASONRY.
   2. Architect's review will be for color, texture, and finish only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
   3. The approved samples shall set the finish standard for the work.

D. Qualification Data:
   1. For Engraver.

E. Maintenance data.

F. LEED Submittal Requirements:
   1. Submit a completed MATERIALS REPORTING FORM (MRF), located in Section 01 81 13.23: “Sustainable Design Requirements Exhibits”, for materials provided under the work of this Section in accordance with Section 01 81 13: “Sustainable Design Requirements”.
   2. MRF Back-Up Documentation: Submit MRF back-up documentation to validate the information provided on the MRF (except cost data) for materials provided under the work of this Section in accordance with Section 01 81 13.23: “Sustainable Design Requirements”.
   3. The LEED submittal information shall be assembled into one (1) package per Section or trade, and sent to the Consultant of review. Incomplete or inaccurate LEED submittals may be used as the basis for rejecting the submitted products or assemblies.

1.5 QUALITY ASSURANCE

A. Engraver Qualifications: An engraver who employs experienced stone engravers with at least 7 years of experience who are skilled in on-site engraving of stone work similar in material, design, and extent to those indicated for this Project and whose projects have a record of successful in-service performance. Submit previous work with contact for three completed, similar projects for review. Previous work must include installations with engraving executed in place and on site.
B. Mockups: Engraver to execute one Donor Paver engraving with color infill in place to set quality standard for installation. No additional paver engraving shall occur until mock-up is approved. Approved mockup shall become part of the completed Work if undisturbed and undamaged at time of Substantial Completion. Mockup required at start of each installation phase.

1.6 SELECTION AND INSPECTION

1.7 PROJECT CONDITIONS

A. Weather Requirements for Stone Engraving:

1. Do not execute stone engraving when cold-weather atmospheric temperature is 40 deg F (4 deg C) and falling, or when warm-weather is 100 deg F (38 deg C) and above.

B. Cold Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg. F. (4 deg. C.) and above and will remain so until stone has dried out, but not less than 7 days after completing cleaning.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.

2. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 ENGRAVING

A. Engraving finishes

1. All engraving shall have sandblasted finish and depth as specified on drawings.

B. Engravers

1. Available Engravers or Approved Equal:
   a. North Shore Architectural Stone, 66 Glen Head Road | Glen Head, NY 11545 | 516.759.2156
   b. North Shore Monuments, 667 Cedar Swamp Road | Brookville, NY 11545 | 516.759.2156
2.3 COLOR INFILL

A. Engraved lettering to receive a color infill in the color indicated by Architect. Color infill to be a stone paint specifically formulated for stone types, finishes, and applications indicated, as recommended by stone engraver.

1. Available Manufacturers or Approved Equal:
   a. Cleveland Lithichrome, 8040 E. Alliance Parkway | Jopline, MO 64804
      800.658.1876

2.4 ACCESSORIES

A. Abrasive Sand: Abrasive sand for sandblast engraving as recommended by stone engraver.

B. Cleaner: Stone cleaner specifically formulated for stone types, finishes, and applications indicated, as recommended by stone engraver. Do not use cleaning compounds containing acids, caustics, harsh fillers, or abrasives.

PART 3 - EXECUTION

3.1 SITE OBSERVATION

A. Contractor shall examine and record existing site conditions with Owners Representative present. For the record, provide documentation and written description of any and all deficiencies or damage which may exist at paving prior to start of work.

B. It shall be the Contractor’s responsibility to document any condition which may affect the ability to engrave pavers in their condition as documented at the start of work.

3.2 PREPARATION

A. Remove dirt, dust, debris, and loose particles from stone surfaces.

B. Remove substances from stone surfaces that could impair engraving or color infill stone paint bond.

C. Clean dirty or stained stone surfaces by thoroughly scrubbing with fiber brushes and then drenching with clear water. Use only mild cleaning compounds.

D. Provide appropriate protection for adjacent conditions and surfaces, including but not limited to, glass windows, building columns and walls, handrails and site furniture.
E. Provide temporary area closure as required to isolate the work area from traffic for the duration of work.

3.3 INSTALLATION, GENERAL

A. On site engraving to comply with Drawings and Shop Drawings.

3.4 INSTALLATION TOLERANCES

A. Variation in Engraving Layout: Do not exceed 3/32-inch difference in lettering layout from approved shop drawings.

3.5 PROTECTION OF ENGRAVING

A. Prohibit traffic from installed engraving and color infill for a minimum of one (1) days, or as recommended by stone engraver to ensure curing of color infill stone paint.

B. Protect all engraving and color infill from other materials that will cause staining or defacement. Stone or engraving work subject to damage after shall be properly covered or protected.

C. After installation, protect engraving and infill work from damage during subsequent construction activities.

3.6 CLEANING AND RESTORATION

A. Final Cleaning: At completion of work, examine all work and clean soiled or stained surfaces.
   1. Clean exposed surfaces of stone pavers until all dirt, stains, and other defacements are removed. Use cleaner and procedures recommended by stone engraver and approved by Architect. Do not use wire brushes, metal scrapers or acids. Protect adjacent surfaces from damage during cleaning operations.
   2. Test cleaning methods on mockup; leave one-half of panel uncleaned for comparison purposes. Obtain Architect’s approval of sample cleaning before proceeding with cleaning of each area or element of stonework.

B. At completion of work and cleaning operations, remove and dispose of all temporary protection and area closure measures installed as work of this Section.

END OF SECTION
EXHIBIT D: DRAWINGS
New Academic Building: Exterior Donor Walk Text Layout

Repeating Paver Module
Note: all names shown are placeholder examples for the purpose of illustration and do not reflect actual donor names. Donor names are forthcoming pending donor drives.

Donor Text Layout Details

1. All donor engraving to be sandblasted lettering with black Lithichrome paint infill
2. Sandblasting depth varies by lettering width, 1/8" depth min. - 1/4" depth max.
3. Max. lettering stroke width 3/8"

PAVER C
1'-6 1/2"

PAVER SIZE A
4'-8 1/4"

1/4" JOINTS, TYP.

PAVER SIZE B
3'-1 1/2"

TEXT ADJUSTED TO MODULE MIRROR LINE

1. 0'
2. 2'
3. 0'
4. 2'

PERSON TO SCALE
50° PLAN ROTATION
0° 2°